



Town of Pilot Mountain  
Armfield Civic Center, 873 W 52 Bypass, Pilot Mountain, NC 27041  
Monday, November 13, 2023, 7:00 PM

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## **BOARD OF COMMISSIONERS REGULAR MEETING AGENDA**

### **Call to Order/Moment of Silence/Pledge of Allegiance**

### **Adoption of Agenda**

### **Public Hearing**

1. Public Hearing on UDO Text Amendment

### **Public Comment**

*Anyone may speak on any issue. Before speaking, please state your name and address. Please limit comments to three minutes.*

### **Consent Agenda**

- [2.](#) Approval of Minutes

### **Board & Committee Reports**

### **Unfinished Business**

- [3.](#) Comprehensive Transportation Plan Approval

### **New Business**

- [4.](#) UDO Text Amendment
- [5.](#) FY 2024 Budget Amendment 1
- [6.](#) PARTF Grant Acceptance

### **Administrative Reports**

- [7.](#) Town Manager & Staff Reports

### **Mayor and Commissioners Comments**

### **Closed Session**

8. Closed Session-Personnel

### **Other Business**

### **Adjourn**

**Town of Pilot Mountain  
Board of Commissioners Meeting  
Monday, September 11, 2023  
7:00 PM**

**Members Present:** Mayor Evan Cockerham, Mayor Pro-Tem Donna Kiger, Commissioner Rachel Collins and Commissioner Scott Needham

**Staff Present:** Town Manager, Michael Boaz and Town Clerk, Holly Utt

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**Call to order 7:00 PM**

Mayor Cockerham called the meeting to order at 7:00 PM. After a moment of silence, Commissioner Kiger led the Pledge of Allegiance.

**Adoption of Agenda**

Commissioner Collins made a motion to adopt the agenda as presented and it was unanimous.

**Presentations**

**Surry County Schools**

Surry County Schools Superintendent, Dr. Travis Reeves was present to address the Board. He presented a presentation to address the future of Palmer Field. The Surry County Board of Education has received an athletic repair and renovation grant and they have looked for the best way to spend those funds. Over the last several years they have been making improvements to athletic facilities and middle and high schools and they are proposing upgrades at Palmer Field. He presented a short and long term proposal for Palmer Field. The short term would include upgrades to the field and surrounding area and the long term proposal would be to secure longtime rights to use this field. If approved, they would like to start work on the project in the fall. Chad Freeman explained the renovations that were proposed to include; removing the fencing, take out the dugouts, take out the backstop and demolish the two story building. They would then come back in and put a larger dugout on each side, put a storage are on the first base side, a press box area and PA area attached to the third base dugout and new back stop. With the demolition of the building, it would open up the area for more seating. The approximate cost for the renovations would be \$80K. Mr. Freeman stated that if allowed to improve the property this would be at no cost to the town and if granted permission to proceed they could move forward with the bidding process. Construction and upgrades would have to be complete before softball season starts early March. Dr. Reeves asked about the long term use of the pool and Palmer Field. Commissioner Needham stated that he would like to know the details. Mr. Reeves stated that the two attorneys could work together to create a long term agreement that would help the community and future students to utilize the facilities. Commissioner Kiger stated that she didn't want the tax paying citizens inside town limits to be burdened with the cost. She asked if they could help the town get funding from the county when they start their new budget since we got nothing from this year and only 20% of membership at the ACC lives in the town limits. We are providing a facility for the entire Pilot Mountain community and would like support from to county to be able to provide these facilities for the schools and everyone else in the community. Mr. Reeves stated that he would be willing to talk to the Surry County Board of Commissioners about the importance of the Armfield Center and facilities for the school athletic

programs. After further discussion. Commissioner Kiger made a motion to approve the upgrade plan presented and it was unanimous.

**Public Comment**

No comments

**New Business**

**Recreation and Parks Update**

Randy Ingram stated that the weight room updates had been completed and this makes the Armfield more competitive with surround communities. He thanked the Board for making it possible to update the facility and there have been lots of positive comments received.

**Main Street Coordinating Committee Appointments**

Mr. Boaz stated that there were two vacancies on the committee. Applications have been received from Michelle Fallin and Maria Watson. Commissioner Collins made a motion to appoint Michelle Fallin and Marie Watson to the Main Street Coordinating Committee and it was unanimous.

**Administrative Reports**

Mr. Boaz stated that the utility cuts had been repaired. The Planning Board will meet in October to discuss permitted uses in Central Business District. He is still looking into the trap, spay, neuter release program. There are approximately 320 water meters that are not working. They have received 168 of those and they will be installed in the next few weeks. These are covered under warranty and there is no cost to the town.

**Mayor and Commissioner Comments**

**Commissioner Needham** – No comments

**Commissioner Kiger** – She is excited about the direction that the Armfield Center is taking and the updates to the athletic fields. She is proud of all the updates and upgrades that he Board has been successful in for the whole town.

**Commissioner Collins** – She asked that everyone remember those families and heroes from 9/11. She also thanked our first responders; police, fire and rescue, for all that they do for our community.

**Mayor Cockerham** – He’s had some people approach him about the stray cat issue. He reminded everyone that feeding wildlife is not permitted. He also addressed the 12% increase in water/sewer rates. He remind citizens that this was bringing the town up to date and helping with critical needs and the ability to provide quality drinking water to the citizens of Pilot Mountain.

**Other Business** – No other business

**Adjourn**

Commissioner Needham made a motion to adjourn and it was unanimous.

Respectfully Submitted:

Attest:

\_\_\_\_\_  
Holly Utt  
Town Clerk

\_\_\_\_\_  
Evan Cockerham  
Mayor

3615

**Town of Pilot Mountain  
Board of Commissioners Meeting  
Monday, October 9, 2023  
7:00 PM**

**Members Present:** Mayor Evan Cockerham, Mayor Pro-Tem Donna Kiger, Commissioner Rachel Collins, Commissioner Scott Needham and Commissioner Dwight Atkins

**Staff Present:** Town Manager, Michael Boaz, Town Clerk, Holly Utt and Police Chief, Robbie Jackson

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**Call to order 7:00 PM**

Mayor Cockerham called the meeting to order at 7:00 PM. After a moment of silence, Commissioner Kiger led the Pledge of Allegiance.

**Adoption of Agenda**

Commissioner Kiger made a motion to adopt the agenda as presented and it was unanimous.

**Public Hearings**

**Comprehensive Transportation Plan**

Emily Stuptka, engineer with the DOT, gave presentation about the proposed CTP. The CTP is a needs based long range multimodal transportation plan looking 25-30 in the future. There are 4 recommendations for the Pilot Mountain Community. Two of those are on Hwy 268 from Main Street to the county line and then Shoals Road. These would widen the lanes to 12' and add shoulders to the road to get up to modern standards. On Highway 52 there are two recommendations to get those up to interstate standards. For public transportation needs they have also listed two different park and ride lots as well as the addition of bike lanes and paths.

Mayor Cockerham opened the public hearing regarding the Comprehensive Transportation Plan. No comments. Mayor Cockerham Closed the public hearing.

**Economic Development Incentives**

Mayor Cockerham opened the public hearing. No comments. Mayor Cockerham Closed the public hearing.

**Public Comment**

**Diane Cook**

My name's Diane Cook. I live at 808 West Main Street, right across the street from high school. So, my late husband and I, we chose to retire here 13 years ago and after his passing, I chose to stay here. I call myself a transplant Yankee, but I love it here. My reason for being here is more of a personal issue.

A few months ago when I received my water bill, I noticed that my meter had not been read. So I went down to the municipal building to pay my bill and inquired about it. And I was told that my water meter was broken and didn't know what it would be fixed. I was given a handout with the new water rates, which I don't have a problem with, and a list of the commissioners and mayor's information, which did not

include the town manager's name. I sent an email to all the commissioners and mayor inquiring of the status. After a week of not having received any response, I sent another email. Commissioner Needham then called me and stated he didn't realize that the town manager had not been notified. I think that if he would've looked at the email carefully, he would've realized the town manager's name was not included. Personally, I found his tone to be condescending. All I wanted to know was when the meter will be fixed and what the cost will be. A short time later, I received an email from Mr. Boaz. He told me that my meter hasn't worked since late May, and they were waiting for the company to honor their warranty. He further explained that when the meter was installed, it would be set at zero, so there would be no extra added cost. It's now five months since the water meter has not worked.

The issue here isn't necessarily about the water, the faulty water meter, but one of communication. Having reviewed the August meeting minutes, it appears to be an ongoing problem. Why wasn't I informed? What does it take to create and send a letter or email to those residents whose meter has not been working? Commissioner Collins also mentioned she didn't realize her meter wasn't working. Even the letter sent from the mayor explaining the water situation never mentioned the faulty meters.

I know that most of you are full-time, have full-time work, but I don't know why the communication is not happening here. The lack of communication is totally unacceptable. What is the status of the situation? And this is a rhetorical question. You don't, you can't answer it right now. What is the status of the situation? Will I be notified when the meter will be replaced? The other question I have is, has the manufacturer ever been notified to inquire about the progress of this situation?

**Julie Henne**

Julie Henne, 128 Northview Drive, Pilot Mountain. A few things. First, at the August meeting, I had asked if maybe we could do like a round table meeting with the business owners and you guys. And I know Commissioner Atkins was like, yeah, we need to do that. So I was just also kind of inquiring like, are we going to do that? Because I feel like that will help try to get us on the same page because we still aren't. I just feel like having that kind of setting would be good for all of us.

Second, I implore you to please reconsider closing Main Street on Saturday, the 28th of this month for the trunk or treat. I offer the suggestion, which I feel would be better to if a road needs to be closed, close Marion from Stephens to Depot because First United Methodist is also doing a trunk or treat at the same time. That would be a very nice easy walk in between those two events. It would not prohibit the event on Main Street and then also it would be safer and there's no open businesses on that street. So I just feel like all the way around that would be a better solution. Because that would be the second time this month that on a Saturday, which is retail and restaurants busiest day of our week. And this is one of the coming up on the busiest times of our year and closing the street for something like that, it's just not conducive to our business. And I've talked to several business owners and we all are in agreement. I love the Foothills Dinner on Main idea. I think it's awesome. But just using that as an example, when the road closed at two o'clock, the business died. I mean, I kind of funnily put pictures on social media like, hey, we're like sitting in the middle of the road coming shop, you know, tried to get business but nothing. And we had a lot of out-of-towners that day. We were all really excited. People were coming to the mountain, coming to see the leaves changing. We had a lot of customers coming in from out of town. And then at two o'clock, nothing, it was a ghost town. Because one of the reasons if someone from out of town out of state comes to our Main Street and it's blocked and it looks dead like it did, you know, you can't see anything happening. They're just going to assume that it's closed, that all the businesses and restaurants are closed because it looked that way. It's just really hurting our business. We don't want you guys to like do all this stuff to help us, but we definitely do want you to try to do things in a way that won't hurt us.

And closing the street for that kind of thing is definitely hurting us. Like Mayfest and those things. Great people are circulating town. They are coming into the businesses because there's a lot activity, but that kind of thing is not helping. And we, a lot of us did look back at our numbers from last year and the trunk or treat didn't bring customers into the business because you know, the line was to Hardee's, which was awesome. But I think that that line could go on the back street.

Also, and I don't know if I am supposed to bring this up here or if I need to talk like to the police department, but Depot and Main intersection, it is getting worse and worse like every day. Traffic violation wise, like U-turns in the middle of the road, three point turns in the middle of the road. People are flying down the road, racing down the road. I'm probably talking 50 or more times a day running the red light. I've almost been run over a few times. My son stays with me at my store and we cross that street multiple times a day and people are running the red light. People are not stopping for pedestrians. But it it's kind of like an ongoing bigger and bigger problem. And again, I don't know if I'm supposed to talk to you or the police but's out there now. That's all. Thank you.

**Kim Quinn**

Kim Quinn, 102 West Main Street. I wasn't prepared to speak. So these are notes. The communication that I spoke of in August has become a little bit better. I do appreciate the emails that I see that are coming with more details about what's happening in the subgroups. If y'all look at those, because I think you're in copy that they're a little bit more complete as far as when they say this date or this is happening, did it list the name of the event, the date, the time, the locations.

So some of these events we're finding out about by going through Facebook, but it hasn't been moved or it's over here and now it's on Depot and now it's not. And so they're not very clear with those same important things that I've mentioned before. Name of the event, date time, road closure.

The music on the streets. It was up like I think the day after the last meeting so that is amazing. Visitors are very excited that there's music. I was going to mention that the last time we talked about wanting to establish a meeting or a way to get together with you guys at a round table. I think Evan had also said that it was more suitable for us to come to like this meeting or like the main Street committee meeting. But I don't think anybody feels like we're going to actually sit down and have a round table discussion back and forth

The police department is aware of this. We have a lot of unruly kids on Main Street, mostly from East Bury High School and some of the other schools. They are littering after school. I know it's basically two groups and then they get replaced with two more groups. We get two more groups every year. I do want some more clarification from the police department of like what the role of the police department versus the role of a business owner is. I know some of these same kids were in front her business blocking doors. They litter in front of Robbie Sutton's business the other day and I picked up all their trash even though there's literally a trash can there.

We don't really know the process. Like do we just call the police and be like, Hey, they're right here right now or we're asking them to leave or when is it that we stepped in and then like when they've been trespassed, like at my business, I assume the police department was keeping a record of those who trespass. We just need to know more about the process and what I'm supposed to keep up with.

The Main Street Dinner is fantastic. I've been to it in the past. I love it. I think there's some really easy solutions that we had mentioned in prior years. Like instead of closing, close that section if you want to, but then don't close it all the way to the stoplight.

On a separate note, Cruise In's. Our group has been looking at next year and getting a little bit more organized. We would like to actually establish an actual cleanup contract so we know what we are wanting and what the town's willing to do. There seems to be some confusion about what they are paying for versus what they are getting. What's their responsibility or that, so our group's not saying, well they didn't do this or the cleanup crew didn't do this. How do you even know what they are supposed to be doing? You know, because there's still trash on the streets today and stuff like that. But we can't really hold anybody accountable. We're just like, here, pay this. There's nothing to refer back to and you all to refer back to, so the group's going to try to work on that. Thank you.

### **Consent Agenda**

Commissioner Collins made a motion to adopt the consent agenda as presented and it was unanimous.

### **Comprehensive Transportation Plan Approval**

Commissioner Needham made a motion to table the CTP pending further clarification and it was unanimous.

### **Downtown Re-Investment Grant Approval**

Mr. Boaz explained that this grant applies to downtown property owners that make investments in their property. Property tax values go and the town reimburses a percentage between the old property tax they paid and the new property tax that has been paid. This grant would be paid to Needham Holdings. Commissioner Atkins made a motion to recuse Commissioner Needham from discussion and voting and it was unanimous. Commissioner Atkins made a motion to approve the DRIG grant and it was unanimous.

### **Administrative Reports**

- Register for water meters will be installed this week. There are a total of 285 scheduled to be replaced and back online.
- Contractors will be in town to make sidewalk repairs that have been deemed "trip hazards". They will be grinding the sidewalks down to make them ADA compliant
- Bulk item pick up begins on Monday and will run through Friday
- Leaf collection will begin at the end of October and will end the last working day of December
- Randy Ingram has decided to return to retirement and they have appointed Nancy Deaton to be the director of parks and recreation
- The town received 1.5 million in grants for water and sewer

Mayor Cockerham asked if there was any way to notify customers when their water meters would be back online. Mr. Boaz state the best way would be for the customer to sign up on the WaterSmart portal.

### **Mayor and Commissioner Comments**

**Commissioner Collins**– She has heard very positive comments from people from out of town. She is looking forward to the events in October.

**Commissioner Kiger** – She stated that the town had improved on their communication with events. She invited everyone to come to the Main Street committee meetings. She is excited about the new

programs at the Armfield Center to get the community involved. She asked that everyone remember and pray for those in Israel.

**Commissioner Atkins** – He asked that the handi-cap parking spots on Depot Street. Mr. Boaz stated that he would have those painted when they paint the parking spaces on Main Street. He’s looking forward to the trunk-or-treat even on the 28<sup>th</sup>.

**Commissioner Needham** – He thanked the Hacker House for over two decades of service and scares. He is looking forward to the Glow Run at Nelson Acres. He encouraged people to attend the Pilot After Hours event and the Lunch and Learns. The Dinner on Main was a success and they will be looking at doing things differently next year.

**Mayor Cockerham** – Thanked Commissioner Needham and others that put the Dinner on Main event together. He is still open to having a round table meeting, possibly during the yearly retreat or maybe sooner if need be.

**Closed Session – Personnel**

Commissioner Atkins made a motion to go into closed session and it was unanimous.

Commissioner Kiger made a motion to come out of closed session.

**Other Business** – No other business

**Adjourn**

Commissioner Needham made a motion to adjourn and it was unanimous.

Respectfully Submitted:

Attest:

\_\_\_\_\_  
Holly Utt  
Town Clerk

\_\_\_\_\_  
Evan Cockerham  
Mayor





TOWN OF PILOT MOUNTAIN  
BOARD OF COMMISSIONERS MEETING

Comprehensive Transportation Plan Approval	
<b><u>Background Information:</u></b>	
The Board will held a public hearing on this plan at last month's meeting. There was some discussion about the proposed routes for greenways to the State park and other areas. We asked NC DOT to make changes to the plan and the representatives will be at this meeting to follow up on those requests. This plan is a multi-county plan for transportation projects for a 25-30 year period. Staff recommends adoption of the plan.	
<b><u>Staff Recommendation:</u></b>	Approve CTP as presented
<b><u>Possible Board of Commissioner Actions</u></b>	
<ul style="list-style-type: none"><li>• Approve CTP as presented.</li><li>• Request modifications to the CTP</li><li>• Reject CTP</li><li>• Take No Action</li></ul>	
<b><u>Attachments</u></b>	
<ul style="list-style-type: none"><li>• Resolution 2023-08</li><li>• DRAFT CTP</li></ul>	



TOWN OF PILOT MOUNTAIN  
BOARD OF COMMISSIONERS MEETING

UDO Text Amendment	
<b><u>Background Information:</u></b>	
The Planning Board met in October and reviewed the attached amendment to the UDO. The Board recommended that the Commissioners approve the UDO. I have attached Andy's staff report which provides more details.	
<b><u>Staff Recommendation:</u></b>	Approve UDO text amendment
<b><u>Possible Board of Commissioner Actions</u></b>	
<ul style="list-style-type: none"><li>• Approve text amendment</li><li>• Reject text amendment</li><li>• Make changes and approve text amendment</li><li>• Send back to Planning Board for further consideration</li><li>• Take No Action</li></ul>	
<b><u>Attachments</u></b>	
<ul style="list-style-type: none"><li>• Staff Report</li><li>• Proposed ordinance language</li></ul>	



# TOWN OF PILOT MOUNTAIN, NC

124 WEST MAIN STREET - PILOT MOUNTAIN, NC 27041

## Board of Commissioners Meeting

Town Hall – 124 W. Main Street – Pilot Mountain, NC 27041

Monday, November 13, 2023

7:00PM

**To:** Mayor Cockerham & Board of Commissioners  
**From:** Andy Goodall Jr. – Town Planner  
**Date:** October 25, 2023  
**Subject:** **2023-UDO-01** (*Table of Permitted Uses Evaluation & Modifications*)

### A. ACTION REQUESTED BY THE BOARD OF COMMISSIONERS

1. Motion to adopt a statement approving the proposed ordinance amendment and describing its consistency with the plan; or
2. Motion to adopt a statement approving the proposed ordinance amendment and declaring that this also amends the plan, along with an explanation of the change in conditions to meet the development needs of the community that were taken into account in the amendment; or
3. Motion to adopt a statement rejecting the proposed ordinance amendment and describing its consistency or inconsistency with the plan.

*With each of these alternatives, the statement is also to include an explanation of why the governing board deems the action reasonable and in the public interest.*

### B. PLANNING & ZONING BOARD RECOMMENDATION

The Planning & Zoning Board reviewed the proposed amendments on October 24, 2023. The Board found that the proposed amendments were consistent with the applicable goals in the Progress Pilot Mountain Comprehensive Plan and voted (6-0) to recommend approval with modifications.

### C. PROPOSED AMENDMENTS

Deletions are highlighted in **RED**. Additions are highlighted in **GREEN**. See Attachment for Table of Permitted Uses.

### 8.12.21 Dwelling, within a Mixed Use Building

- (A) Each dwelling unit within a mixed use building shall contain complete and permanent living facilities with a minimum of five-hundred (500ft<sup>2</sup>) square feet of habitable floor area.
- (B) Dwelling units within a mixed use building shall be permitted above and below the street level. Dwelling units shall also be permitted on the street level if the dwelling space does not exceed fifty (50%) percent of the street floor area and is set to the rear of the building.
- (C) No dwelling unit shall be accessed through the street level non-residential space.
- (D) For new construction and conversions of existing buildings, an engineered floor plan shall show the proposed use of all building space.

#### D. NCGS 160D-605

##### *Consistency Statement*

When adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan (I.e. Comprehensive Plan) that is applicable, and briefly explain why the board considers the action taken to be reasonable and in the public interest. The statement shall be one of the following:

1. A statement approving the proposed zoning amendment and describing its consistency with the plan; or
2. Motion to adopt a statement approving the proposed ordinance amendment and declaring that this also amends the plan, along with an explanation of the change in conditions to meet the development needs of the community that were taken into account in the amendment; or
3. A statement rejecting the proposed zoning amendment and describing its consistency or inconsistency with the plan.

#### E. PROGRESS PILOT MOUNTAIN APPLICABLE GOALS

“Conduct regular audits, every 3-5 years, of the Town’s Table of Permitted Uses to ensure that permitted uses are consistent with the Town’s desired land-use mix and updated to account for new uses that result from changes in market forces & technological advancements”.

## F. ATTACHMENT

1. Table of Permitted Uses

**TOWN OF PILOT MOUNTAIN  
ORDINANCE 2023-UDO-01**

**PERMITTED USE TABLE CHANGES AND DWELLING UNITS IN MIXED USE  
BUILDINGS**

**ORDINANCE TO AMEND THE TABLE OF PERMITTED USES AND ALLOW  
FOR DWELLING UNITS IN MIXED USE BUILDINGS IN THE CB DISTRICT.**

**WHEREAS**, NCGS 160D gives the Board of Commissioners the power to enact ordinances governing land use including what uses are appropriate in certain districts; and,

**WHEREAS**, The Board of Commissioners has adopted a Unified Development Ordinance to govern land use in the Town that contains a Table of Permitted Uses; and,

**WHEREAS**, The Board of Commissioners believes it would be in the best interest of the citizens of the Town of Pilot Mountain to make changes to the Table of Permitted Uses and to add special restrictions for dwelling units in a mixed use building.

**NOW THEREFORE**, be it ordained by the Board of Commissioners of the Town of Pilot Mountain, in the State of North Carolina, as follows:

**SECTION 1:**        **AMENDMENT** “6.1 Classification Of Uses” of the Pilot Mountain Development Code is hereby *amended* as follows:

A M E N D M E N T

6.1 Classification Of Uses

1. **Principal Uses.** Allowed principal uses by district are listed in Table 6-1. Principal uses are further divided into categories based on the general nature of the use. The categories of principal uses are:
  - a. Agricultural Uses
  - b. Residential Uses
  - c. Civic, Government & Institutional Uses
  - d. Office & Service Uses
  - e. Retail & Wholesale Uses
  - f. Recreation & Entertainment Uses
  - g. Industrial, Transportation & Utility Uses
2. **Accessory Uses.** Accessory uses are allowed in conjunction with a permitted principal use in accordance with the standards established in Section 6.4, Accessory Uses. (Accessory structures are regulated separately in Article 8.)
3. **Temporary Uses.** Temporary uses are allowed in conformance with the regulations set forth in Section 6.5, Temporary Uses.

**TABLE 6-1: Table of Permitted Uses**

<b>Agricultural Uses</b>	<b>R A</b>	<b>R L</b>	<b>R M</b>	<b>R H</b>	<b>O I</b>	<b>C B</b>	<b>G B</b>	<b>H B</b>	<b>G M</b>	<b>L I</b>	<b>P S</b>
Bona Fide Farms (Excluding Swine and Poultry Farms as Otherwise Defined)	P										
Equestrian Uses, Commercial	S										X
Equestrian Uses, Private	P										X
Forestry Activity	P										
Indoor Growing Facilities	P								P	P	X
Livestock Sales	P										X
Poultry Farms											
Produce Sales (on-site)	P										
Swine Farms											
Wineries	S							P	P	P	X
<b>Residential Uses</b>	<b>R A</b>	<b>R L</b>	<b>R M</b>	<b>R H</b>	<b>O I</b>	<b>C B</b>	<b>G B</b>	<b>H B</b>	<b>G M</b>	<b>L I</b>	<b>P S</b>
Accessory Dwelling	X	X	X	X							X
Customary Home Occupation	P	P	P	P							X
Customary Home Occupation, Detached	S										X
Dwelling, Single-family Detached	P	P	P	P							
Dwelling, Single-family Attached			P	P							
Dwelling, Two-family (Duplex)			P	P							
Dwelling, Manufactured Home (on individual lot)	P										X
Dwelling, Multi-family Residential (3 or more units)				P							
Dwelling, <del>Upper-story</del> (within a Mixed Use Building)					P	P	P	P			X
Family Care Homes	P	P	P	P							
Manufactured Home Park	S										X
<b>Civic, Government, &amp; Institutional Uses</b>	<b>R A</b>	<b>R L</b>	<b>R M</b>	<b>R H</b>	<b>O I</b>	<b>C B</b>	<b>G B</b>	<b>H B</b>	<b>G M</b>	<b>L I</b>	<b>P S</b>
Armories and Similar Military Training Facilities									P	P	
Cemeteries (as a principal use)	P				P						

Cemeteries (as an accessory to a Religious Institution)	P				P		P	P				
Clubs and Lodges (Social, Fraternal and Civic Groups)	S				P		P	P				
Colleges, Universities, & Associated Facilities					P		P	P				
Community Centers	P				P		P	P				
Correctional Facilities											S	
Daycare Centers (Adult)					P		P	P				
Daycare Centers (Child, including Preschools)	S				P		P	P				
Emergency Services (Fire, Police, Rescue Squad, EMS, & Similar Uses)	S	S	S	S	P	P	P	P	P	P		
Government Offices and Facilities (other than Public Works, Emergency Services, Judicial and Correctional Facilities)	S	S	S	S	P	P	P	P	P	P		
Group Care Facilities (Type A)					S		S	S				
Group Care Facilities (Type B)							S	S				
Hospitals					P		P	P				
Judicial Facilities					S		S	S				
Libraries, Museums, Art Galleries, & Similar Uses					P	P	P	P				
Nursing Homes and Similar Facilities	S				P		P	P				
Post Offices					P	P	P	P				
Government Public Works Facilities, Utilities and Appurtenances	P	P			P	P	P	P	P	P		
Religious Institutions (assembly capacity less than 250)	P	P			P	P	P	P				
Religious Institutions (assembly capacity more than 250)	S				S		P	P				
Schools (K-12, Public & Private)	P	P			P	P	P	P				
Schools (Trade & Vocational)					S	S	P	P				
Social Service Organizations and Facilities					P		P	P				
<b>Office &amp; Service Uses</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>O</b>	<b>C</b>	<b>G</b>	<b>H</b>	<b>G</b>	<b>L</b>	<b>P</b>	
	<b>A</b>	<b>L</b>	<b>M</b>	<b>H</b>	<b>I</b>	<b>B</b>	<b>B</b>	<b>B</b>	<b>M</b>	<b>I</b>	<b>S</b>	
Animal Services and Hospitals (No Outdoor Kennels)	S						P	P	P	P		
Animal Services and Hospitals (With Outdoor Kennels)	S						S	S	P	P	X	
Appliance and Home Furnishings Repair							P	P	P	P		
Automobile Parking, Commercial (as a Principal Use)					P	S	P	P	P	P		



Banks And Financial Services					P	P	P	P				
Bed & Breakfast Inns	P	P	P	P	P	P						X
Body Piercing & Tattoo Studios							P	P				
Car Washes (as a Principal Use)							P	P	P	P		
Contractors Offices (Building, Plumbing, Electric, etc.)						S	P	P	P	P		
Contractors Offices (with Outdoor Storage)							S	P	P	P		
Electronics Repair and Service						P	P	P	P	P		
Crematoriums								C	P	P		
Dry Cleaning and Laundry Services (excluding Laundromats)							P	P	P			
Funeral Homes And Mortuaries	S				S		S	P				
Home and Garden Equipment Repair							P	P				
Hotels And Motels						P	P	P	P			
Instructional Schools And Studios (Art, Dance, Martial Arts, Fitness, Athletic, etc.)					P	P	P	P				
Laundromats							P	P				
Motor Vehicle Services (No Outdoor Storage)							P	P	P	P		
Motor Vehicle Services (With Outdoor Storage)							S	P	P	P		
Medical, Dental, Chiropractic, Optical, Psychiatric Clinics and Related Offices and/or Laboratories					P	P	P	P				
Newspaper, Magazine and Book Publishers					P	P	P	P	P	P		
Personal Service Uses (Barber and Beauty Shops, Salons, Tailors, Shoe Repair, Aestheticians, etc.)					P	P	P	P				
Photocopying and Printing Services (Excluding Industrial Printing Operations)					P	P	P	P	P	P		
Professional Offices (Architects, Accountants, Engineers, Attorneys, Counselors, Real Estate, etc.)					P	P	P	P				
Radio and Television Broadcast Studios						S	P	P	P	P		
Sound / Video Recording / Production Services / Studios							P	P	P	P	P	
Taxidermists							P	P	P	P		
<b>Retail &amp; Wholesale Uses</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>O</b>	<b>C</b>	<b>G</b>	<b>H</b>	<b>G</b>	<b>L</b>	<b>P</b>	
	<b>A</b>	<b>L</b>	<b>M</b>	<b>H</b>	<b>I</b>	<b>B</b>	<b>B</b>	<b>B</b>	<b>M</b>	<b>I</b>	<b>S</b>	
Alcohol Sales for On-Premises Consumption, Malt												

Beverages and Unfortified Wine Only							P	P	P				
Alcohol Sales for On-Premises Consumption, Mixed Beverage Permittees, other than Restaurants							<u>S</u>	<u>S</u>	<u>S</u>				
Alcohol Sales for Off-Premises Consumption, Malt Beverages and Wine (Excluding Liquor Stores)							P	P	P				
Agricultural Supplies and Equipment Sales	S							S	P	P	P		
Appliance Stores								P	P				
Auction Houses										P	P		
Bakeries, Retail							P	P	P				
Building Supply / Material Sales								S	P	P	P		
Clothing Stores							P	P	P				
Consumer Electronics Stores							P	P	P				
Consignment Stores							<del>S</del>	P	P				
Drug Stores and Pharmacies							P	P	P				
Farmers Markets	S						P	P	P				
Florists							P	P	P				
Gasoline Stations (With or Without Convenience Stores)								P	P				
Grocery Stores								P	P				
Hardware Stores							P	P	P	P	P		
Home Goods and Furnishings Stores							P	P	P				
Heavy Equipment Sales and Rental									P	P	P		
Lawn and Garden Stores (Retail Nurseries)	S							P	P	P	P		
Liquor Stores (ABC Stores)								P	P				
Meat and Seafood Markets							P	P	P				
Microbreweries (Including Tasting Rooms, less than 5,000 Barrel/Year Capacity)							P	P	P	P	P		
Motor Vehicle Parts and Accessories Dealers								P	P	P	P		
Motor Vehicle Sales and Rental								P	P	P	P		
Pawn Shops									P				
Produce Markets							P	P	P				
Restaurants (no drive-through)							P	P	P				

Restaurants (with drive-through)							P	P				
Retail Sales Uses, General / Not Otherwise Specified						P	P	P				
Retail Uses, less than 5,000 square feet (inside a fully enclosed building)						P	P	P	P	P		
Retail Uses, 5,000-10,000 square feet (inside a fully enclosed building)						S	P	P	P	P		
Retail Uses, greater than 10,000 square feet (inside a fully enclosed building)							P	P	P	P		
Retail Uses (outside of a fully enclosed building)							S	P	P	P		
Sexually Oriented Businesses, Retail Sales								S				X
Specialty Food and Beverage Stores						P	P	P	P			
Sporting Goods / Equipment Stores						P	P	P				
Tobacco / Smoke Shops							P	P				
Wine Tasting Rooms and Bars						P	P	P				
Wholesale Uses (no outdoor storage)								P	P	P		
Wholesale Uses (with outdoor storage)									P	P		
Wholesale Uses, Bulk Petroleum, Chemical and Gas									S	S		X
<b>Recreation &amp; Entertainment Uses</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>O</b>	<b>C</b>	<b>G</b>	<b>H</b>	<b>G</b>	<b>L</b>	<b>P</b>	
	<b>A</b>	<b>L</b>	<b>M</b>	<b>H</b>	<b>I</b>	<b>B</b>	<b>B</b>	<b>B</b>	<b>M</b>	<b>I</b>	<b>S</b>	
Auditorium, <a href="#">Events Facility &amp; Theater</a> , Indoor (under <del>250</del> 100 seats)					P	S	P	P				
Auditorium, <a href="#">Events Facility &amp; Theater</a> , Indoor ( <del>250</del> 100 seats or more)					S	<del>S</del>	P	P				
Banquet, Events Facility ( <a href="#">Outdoor</a> )	S				<del>S</del>	<del>S</del>	P	P				
Campgrounds (Excluding Recreational Vehicles)	S											
Electronic Gaming Operations								S				
Fishing Lakes/Impoundments (Commercial Recreation)	S											
Go Kart Tracks, Commercial Recreation - Outdoor							S	S	P	P		X
Go Kart Tracks, Commercial Recreation - Indoor							P	P	P	P		
Golf Course	P	S					P	P				
Golf Course, Miniature							P	P				
Golf Driving Range	P						P	P				X
Gyms and Fitness Centers						<del>S</del>	P	P				

Parks, Public	P	P	P	P	P	P	P	P	P	P	P	
Petting Zoos	S						P	P				
Racetrack/Drag Strip/Motorsports Facility												
Recreation Facilities Associated with a Residential Development	P	P	P	P								
Recreation Facilities (Indoor)							P	P	P	P		
Recreation Facilities (Outdoor, Other)	S						P	P				
Recreation Facilities (Spectator, Excluding Motorsports)	S				S		S	S				
Recreational Vehicle Parks/Campgrounds	S						S	S				
Sexually Oriented Businesses, other than Retail Sales								S				X
Shooting Ranges (Indoor)									P	P		
Shooting Ranges (Outdoor)									S			X
Swim Clubs / Pools	S	S	S	S	P		P	P				
Tennis Clubs	S	S	S	S	P		P	P				
Theater (Drive-in)								S				
<del>Theater</del>							P	P	P			
<b>Industrial, Warehousing, Transportation, &amp; Utility Uses</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>O</b>	<b>C</b>	<b>G</b>	<b>H</b>	<b>G</b>	<b>L</b>	<b>P</b>	
	<b>A</b>	<b>L</b>	<b>M</b>	<b>H</b>	<b>I</b>	<b>B</b>	<b>B</b>	<b>B</b>	<b>M</b>	<b>I</b>	<b>S</b>	
Airports & Heliports	S											
Animal Slaughtering and Processing												
Asphalt Plants									S			
Automobile Parts Manufacturing									P	S		
Bakeries, Industrial									P	S		
Breweries	S					S	S	P	P	P		
Brick Manufacturing									S			
Broadcast Towers And Equipment (Excluding Wireless Telecommunications Towers)	S								S	S	X	
Concrete Plants and Casting Operations									S			
Data Centers									P	P		
Dairies	S								P	P		
Distilleries, Alcohol	S						S	S	P	P		
Distribution Centers And Freight Terminals									P			X

Electric Utility Substations	S	S	S	S	S	S	S	S	P	P	P	
Electronics Manufacturing										S		
Feed And Flour Mills	S									S		
Food Processing and Manufacturing										P	S	X
Furniture Manufacturing										P	S	
Junkyards, Salvage Yards, Recycling Operations And Similar Uses										S		X
Landfill (Construction, Demolition, Land Clearing & Inert Debris)	S									S		
Landfill (Sanitary)	S									S		
Laundry and Dry Cleaning, Industrial										S	S	
Machine and Welding Shops									S	P	P	
Manufacturing, Processing, & Assembly, Other (Inside Fully Enclosed Building with no Off-Site Industrial Process Impacts)										P	P	
Manufacturing, Processing, & Assembly, Other (Outside of an Enclosed Building, or which Creates Off-Site Industrial Process Impacts)										S		
Metal Products Manufacturing / Foundries										S		
Mining & Quarrying Operations	S									S		X
Painting and Lacquering Operations										S		
Paper Product Manufacturing												
Power Generation/Production Facilities (Excluding Wind and Solar)										S		
Power Generation/Production, Solar (Solar Farms)	S									S	S	
Power Generation/Production, Wind (on the same parcel as an agricultural or industrial use – single turbine under 150 feet in total height)	S									S		
Power Generation/Production, Wind (Wind Farms / Multiple Turbines)	S											
Printing, Industrial										P	S	
Refineries, Chemical and Petroleum Products												
Sawmills										S		
Septic Tank Service and Repair								S	S	P	P	

Solid Waste Transfer Station										S		
Smelting Operations												
Stone Products Processing and Manufacturing										S		
Textile and Apparel Manufacturing										P		
Tobacco Manufacturing										P		
Truck Stops								S	S	P	P	
Vehicle Storage Yard (Operable Vehicles)									S	P	P	
Warehouses, Self-Storage								S	S	P	P	
Warehouses, Hazardous or Flammable Material										S		
Warehouse Uses (excluding Self Storage Warehouses and Hazardous or Flammable Material)									P	P	P	
Wastewater Treatment Plants	P	P	P	P	P	P	P	P	P	P	P	
Water Storage Tanks and Towers	P	P	P	P	P	P	P	P	P	P	P	
Water Treatment Plants	P	P	P	P	P	P	P	P	P	P	P	
Wireless Telecommunications Towers	S							S	S	S	S	X
Wood Product Processing and Manufacturing (Excluding Paper Products)										S		

**SECTION 2: AMENDMENT** “8.12 Performance Standards For Certain Uses And Structures” of the Pilot Mountain Development Code is hereby *amended* as follows:

AMENDMENT

8.12 Performance Standards For Certain Uses And Structures

1. Equestrian Uses, Commercial and Private

- a. Stables, corrals, un-vegetated exercise areas and piles of manure, feed and bedding must be located seventy-five (75’) feet from any street right-of-way or nonresidential property line, and one-hundred (100’) feet from any residential property line. However, when all of the runoff from a corral or un-vegetated exercise area is controlled and directed over a two-hundred (200’) foot long grassed swale before reaching the property line, then the corral or un-vegetated exercise area may be located a minimum of forty (40’) feet from any street right-of-way or property line. Pasture areas may extend to the lot line.
- b. Manure may not be stored or applied within five-hundred (500’) feet of a residential lot line, surface watercourse or well used for potable water.

- c. A one-hundred (100') foot wide vegetative strip, exclusive of pasture area, must be maintained between any corral, un-vegetated exercise area, manure pile or manure application area and any surface water or well.
- d. In areas with a slope of five percent (5%) or less, corrals un-vegetated exercise areas and manure piles must be located 150 feet from any well and two-hundred (200') feet from any surface water, unless the water is upgrade of the corral, un-vegetated exercise area or manure pile or there is adequate diking provided.
- e. Corrals, un-vegetated exercise areas, manure piles and manure application areas are prohibited in areas with slopes greater than five percent (5%), in 100-year floodplains, in waterways and on soils classified as very poorly drained as indicated in the Surry County Soil Survey.

**2. Livestock Sales**

- a. Livestock sales uses may not be located within five-hundred (500') feet of an existing residential lot.
- b. Manure may not be stored or applied within five-hundred (500') feet of a residential lot line, surface watercourse or well used for potable water.
- c. The use shall be located on, and take access from, a road classified as either a major or a minor thoroughfare.

**3. Wineries**

- a. Facility must be located in such a manner that visual impact to adjoining properties used or zoned for residential or agricultural purposes is minimal.
- b. All structures, buildings, storage areas, etc. (except fences or walls) associated with the winery must be twice (2X) the setback for the applicable zoning district from all property lines or street rights-of-way.
- c. A facility serving as an established Cooperative Winery or as an independent commercial winery may be permitted without the presence of an on-site vineyard, if, in the Board's estimation, the facility will benefit, cater to, and serve the vineyards of the surrounding areas.
- d. Outdoor lighting shall be designed to minimize light directly hitting adjacent property or any public right-of-way.
- e. All parking and storage areas associated with the winery shall be screened from adjoining properties used or zoned for residential or agricultural purposes. If existing topography and natural vegetation does not provide an existing visual barrier, selective screening may be required.
- f. Associated small-scale processing or catering facilities (i.e. cheese making, restaurant, wine tasting rooms) that are incidental to the winery, but may enhance the overall property in relation to tourism, may be permitted on a case-by-case basis by the Planning and Zoning Board. The Planning and Zoning Board shall hold a public hearing and upon approval issue a Special Use Permit for each use. Associated uses are subject to the above requirements as well.

**4. Customary Home Occupations**

- a. Customary home occupations may be established in single family, site-built dwellings as permitted in a residential district. The following requirements

shall apply in addition to all other applicable requirements of this chapter for the residential district in which the uses are located:

- b. The home occupation shall be clearly incidental and subordinate to the residential use of the dwelling and shall not change the residential character of the dwelling.
- c. Use of the dwelling for home occupations shall be limited to twenty-five (25%) of one (1) floor of the principal building.
- d. Residents of the dwellings only may be engaged in the home occupations, except that not more than one assistant may be employed by the following professional persons: lawyers, physicians, dentists, chiropractors, accountants.
- e. No display of products shall be visible from the street and only products made on the premises may be sold on the premises.
- f. No internal or external alterations inconsistent with the residential use of the building shall be permitted.
- g. No accessory building [except as provided in Subsection 4(l), below] or open storage shall be allowed in connection with the home occupation.
- h. No machinery that causes noises or other interferences in radio and television reception shall be allowed.
- i. Only vehicles used primarily as passenger vehicles shall be permitted in connection with the conduct of the customary home occupation.
- j. No chemical, electrical or mechanical equipment that is not normally a part of domestic or household equipment shall be used primarily for commercial purposes, with the exception of medical and dental equipment used for professional purposes.
- k. Unless otherwise specified, customary home occupations may employ one sign, not more than one square foot in area and which shall not be illuminated.
- l. In the zoning districts that allow a Special Use Permit for customary home occupations in a detached accessory structure, the Planning and Zoning Board shall make all the above findings in addition to all findings otherwise required by this ordinance.

**5. Dwelling, Manufactured Home (On Individual Lots)**

- a. The lot must be recorded with the Surry County Register of Deeds as an individual lot.
- b. If municipal utilities are not available, the well and/or septic tank must be approved by the county health department.
- c. All yard dimensional requirements for the respective district must be met.
- d. The lot must have legal access to a public street.
- e. A certificate of occupancy must be issued by the Ordinance Administrator after these conditions and all other code requirements are met and before the unit can be occupied.

- 6. Manufactured Home Parks.** The purpose of these manufactured home park regulations is to provide an acceptable environment for what are in fact small communities of manufactured homes: New manufactured home parks may be located in the RA district as special uses subject to a finding by the Planning and Zoning Board in addition to the findings required under this ordinance, that the following



conditions will be met:

- a. Plans clearly indicating the developers' intention to comply with the provisions of this section shall be submitted to and approved by the Planning and Zoning Board. Plans must show the area to be used for the proposed manufactured home park; the ownership and use of neighboring properties; all proposed entrances, exits, driveways, walkways, and off-street parking spaces; the location of manufactured home spaces, recreation area, buffer strips, and service buildings; the location of sanitary conveniences, including laundries, if applicable, and refuse receptacles; the proposed plan of water supply, sewage disposal and electrical service and lighting. The Planning and Zoning Board shall have the authority to impose the reasonable conditions and safeguards on the proposed development, as it deems necessary for the protection of adjoining properties and the public interest.
- b. The lot area for a manufactured home park shall be at least two acres. All areas to be included in the park shall be clearly shown on the plans required by division (A) above.
- c. Each home in a manufactured home park shall occupy a designated space having at least six-thousand square feet (6,000ft<sup>2</sup>), with a width of at least fifty (50') feet, exclusive of common streets.
- d. Each manufactured home space shall abut a street within the park; the streets shall be graded and surfaced with not less than four inches of crushed stone or other suitable material on a well-compacted sub-base to a continuous width of twenty (20') feet, exclusive of required parking spaces extending to the frontage street.
- e. Two (2) off-street parking spaces with not less than four (4") inches of crushed stone or other suitable material on a well-compacted sub-base shall be provided for each new manufactured home space. Required parking spaces may be included within six-thousand square feet (6,000ft<sup>2</sup>) required for each manufactured home space.
- f. At least two-hundred square feet (200ft<sup>2</sup>) of recreation space for each manufactured home space shall be reserved within each mobile home park as common recreation space for the residents of the park. The areas shall, along with streets and walkways, be adequately lighted for safety.
- g. No homes or other structures within a manufactured home park shall be closer to each other than sixteen (16') feet, except that storage or other auxiliary structures for the exclusive use of the manufactured home may be closer to that mobile home than sixteen (16') feet.
- h. No manufactured home shall be located closer than thirty (30') feet to the exterior boundary of the park or a bounding street right-of-way of a bounding street.
- i. Proposed water supply and waste disposal facilities for the manufactured home park shall be approved in writing by the county health officer or his or her representative.
- j. All refuse containers shall be located on a concrete, asphalt or similar base and

shall be enclosed on three sides with a wooden or masonry fence or wall at least six feet high.

k. Any expansion of manufactured home parks in existence on the effective date of this chapter shall comply with the provisions of this section.

l. **Non-conforming Manufactured Home Parks.** The term nonconforming manufactured home park refers to any park not meeting the development standards established by the preceding requirements.

i. Nonconforming manufactured home parks may not be enlarged or altered to create additional space until the park had been brought into compliance with the provisions of this chapter.

ii. Manufactured or mobile homes that are not inspected and approved by HUD, and which were manufactured prior to June 15, 1976, shall be known as “nonconforming manufactured homes.” Existing nonconforming manufactured homes located within the zoning jurisdiction of the Town upon the adoption of this section, shall be discontinued and removed when the structure has deteriorated to the point where major repairs are necessary to make the home habitable, in the judgment of the Surry County Building Inspector. Installation of nonconforming manufactured homes shall not be permitted in the zoning jurisdiction of the Town for residential or any other purposes.

#### **7. Animal Services and Hospitals (With Outdoor Kennels)**

a. No outdoor containment of animals shall be located less than 250 feet from any residentially zoned property and fifty (50') feet from any other adjacent property line.

b. Kennel areas must be surrounded by an opaque fence of not less than six (6') feet in height and enclosed as to prevent escape.

#### **8. Bed and Breakfast Inn**

a. The use shall only be permitted in a structure that was originally built as a single-family dwelling that was constructed to the North Carolina State Building Code.

b. When located in a residential zoning district, meals may not be provided to persons who are not registered guests of the Bed and Breakfast.

c. Rooms may not be equipped with cooking facilities.

d. Guest parking areas may only be located at the side or rear of the residence. In the case of corner lots, the parking must be provided on the side of the lot that does not front on the streets. This provision does not apply to through or double frontage lots.

e. One (1) freestanding sign not exceeding sixteen square feet (16ft<sup>2</sup>) in sign area may be installed on site. The sign and any other signage shall comply with all other general sign regulations

f. Special events (e.g., weddings, receptions, parties, etc.) held on the site shall comply with all requirements specified under the Temporary Use requirements as set forth in Section 9.16. This provision shall not apply to establishments located in the RA, CB, or HB districts.

g. Applications must contain a written description of the proposed use(s) of the site and building(s) thereon including, at a minimum, the following information:

- i. Number of full and part-time employees.
- ii. Number of clients and/or occupants expected to use the facility.
- iii. Building elevations for all existing and proposed structures on the property.
- iv. A copy of the recorded deed establishing an ingress/egress easement to the lot in cases where access to the lot on which the bed and breakfast is to be located will be provided by an easement or private road.

**9. Sexually Oriented Businesses (All)**

- a. No sexually oriented business shall be located within one-thousand (1,000') feet of another sexually oriented business, which shall be measured from the exterior walls of the building(s) containing such regulated use.
- b. No sexually oriented business shall be located within 1,500 feet of any area zoned for residential use or from the property line of residential unit(s), churches, synagogues, temples, nursery schools, day care centers (child/adult) and public or private schools, in all zoning districts, which will be measured from the property line(s) containing such regulated use.
- c. Sign content shall consist of text only, and shall not depict or suggest subject matter that is lewd, offensive, sexual or anatomical in nature, as determined by the Planning and Zoning Board.
- d. Screening is required around the entire perimeter of any sexually oriented business. This screening shall consist of a naturally wooded area or planted with a mixture of evergreen and deciduous trees and shrubs to simulate a naturally wooded area within three (3) years. This screening shall be located in a fifteen (15') foot wide buffer.

**e. Supplemental Site Plan Requirements**

- i. Location of existing structures on property within one-thousand (1,000') feet of exterior wall(s) of the regulated use.
- ii. Zoning of properties within 750 feet of each property line of the regulated use.
- iii. Other area or site-specific information as deemed necessary by the Ordinance Administrator.

**f. Operational Considerations**

- i. If applicable, all viewing booths shall be open and be visible to manager(s) of the establishment.
- ii. If applicable, there shall be a minimum separation of six (6') feet between patrons and performers.
- iii. Masseuses and servers of food and beverage shall at all times wear a shirt and pants.
- iv. No nude or seminude service or entertainment of any kind shall be allowed outside the building of a regulated use.

**10. Wholesale Uses, Bulk Petroleum, Chemical and Gas**

**a. Site Standards**

- i. All storage buildings and yards shall be a minimum of two hundred (200') feet from any residential use, hospital, nursing or convalescent home, retirement home, life care community, school, or church. However, the Planning and Zoning Board shall be authorized to increase this setback if the situation warrants, based on the specific substances that are to be manufactured or stored and in what specific quantities.
- ii. All structures (except fences and walls), buildings, storage areas, etc. used in the operation shall be a minimum of one hundred (100') feet from all property lines or street rights-of-way.
- iii. Buildings must meet all requirements for Hazardous Occupancy under the NC Building Code.
- iv. Outdoor lighting shall be designed to minimize or prevent light from directly hitting adjacent property or any public right-of-way.
- v. Use shall be totally enclosed by a security fence or wall at least eight (8') feet high or enclosed within a locked fireproof building. A vegetative screen, either planted or natural wooded area, shall be provided along any street right-of-way and any property line within four-hundred (400') feet of property used or zoned for residential purposes.

**b. Operational Requirements**

- i. The site shall be utilized in a manner that shall not pose a hazard off-site.
- ii. All unpaved storage areas shall be maintained in a manner that prevents dust from adversely impacting adjacent properties.
- iii. Buildings must be maintained to meet all requirements for Hazardous Occupancy under NC Building Code.
- iv. The Fire Marshall and local fire department shall be kept notified of the types of materials used, manufactured, or stored on site.

**11. Go Kart Tracks, Commercial Recreation - Outdoor**

- a. Hours of operation shall be limited to 9AM until 9PM.

**12. Golf Driving Range**

- a. Hours of operation shall be limited to 6AM until 10PM.
- b. The range shall be surrounded by netting or similar barriers when the edge of the driving area is located within one-hundred (100') feet of a roadway or property line.

**13. Shooting Range, Outdoor**

- a. Access will be controlled to prevent unregulated entrance to the firing area. The means of controlling access shall be indicated on the site plan and permit application.
- b. Security fencing will be provided to prevent an individual from crossing the property downrange.
- c. There will be a minimum separation of three-hundred (300') feet between the

- range and the closest exterior property line.
- d. Warning signs meeting NRA guidelines for shooting ranges shall be posted at one-hundred (100') foot intervals along the entire perimeter of the shooting range facility.
  - e. Ranges shall be operated in a manner that is consistent with the safety guidelines outlined in the most recent version of the NRA Range Source Book, or equivalent range operations guidelines.
  - f. Shooting ranges shall be designed according to the guidelines in the NRA Range Source Book. Weapons and ammunition that exceed the design capacity of a range or shooting lane shall be prohibited from being fired on that facility. It shall be the responsibility of the range owner to enact policies and procedures that prevent such unauthorized firing.
  - g. All shooting ranges must be located at least one-thousand (1,000') feet from any existing occupied dwelling, with the exception of a dwelling located on the site of the range that is occupied by the owner, range manager, or caretaker.
  - h. Shooting ranges are allowed to operate between 8AM and sunset (between 11:30AM and 6PM on Sunday), except that the hours may be extended after sunset for purposes of subdued lighting certification for law enforcement officers and military personnel. The range operator shall notify the Police Department twenty-four (24) hours prior to holding extended range hours.
  - i. The applicant/owner will be required to carry a minimum of \$1,000,000 of liability insurance. Such insurance must name the Town of Pilot Mountain as an additional insured party and save and hold the Town, its elected and appointed officials and employees acting within the scope of their duties, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of a person or group's members or employees or third parties on account of any property damage arising out of the acts or omissions of the applicant/owner, his or her group or club or its agents or representatives. The Town will be notified of any policy changes or lapses in coverage.
  - j. In addition to the site plan requirements of this Ordinance, the submitted site plan must also show the following:
    - i. Complete layout of each range, including shooting stations or firing lines, target areas, shot-fall zones or safety fans, backstops, berms and baffles;
    - ii. Projected noise contours; and
    - iii. Existing and proposed structures, occupied dwellings within one-quarter (1/4) mile, roads, streets, or other access areas, buffer areas and parking areas for the range facility.

**14. Broadcast Towers / Wireless Telecommunication Towers**

- a. Setback requirements shall be height of the tower plus twenty-five percent (25%). This applies to front, side and rear yard setbacks.
- b. Height limitation shall be three-hundred (300') feet, and be contingent upon a

determination of “no hazard” by the Federal Aviation Administration (FAA).

- c. Accessory structures may be allowed for maintenance purposes only.
- d. Lighting may be required to meet FAA or FCC regulations, but lighting may not glare on adjacent properties. There may be flashing lights only as required by FAA or FCC regulations.
- e. Chain link fencing around the tower is required at the height of at least six (6') feet.
- f. The tower and grounds must be maintained and will be the responsibility of the property owner. Removing the tower, accessory structures, and related facilities within six (6) months of abandonment, obsolescence, or cessation of use will be the responsibility of the property owner.
- g. Monopoles shall be the preferred construction over the lattice type.
- h. No commercial or advertising signs shall be permitted.
- i. Applicant shall demonstrate clearly the public need for the proposed new tower, and that such need cannot be met by use of existing or less intrusive facilities.

**15. Distribution Centers and Freight Terminals**

- a. Such uses shall be required to be located on, and take access from, a road classified as either a major or a minor thoroughfare.

**16. Food Processing and Manufacturing**

- a. Such uses shall be located at least one-thousand (1,000') feet from the property line of any residentially zoned property.
- b. All waste products from processing operations shall be stored inside a fully enclosed building.

**17. Junkyards, Salvage Yards, and Recycling Operations**

- a. No landfill or junkyard shall be permitted to locate or expand within two-hundred (200') feet of any property used or zoned for residential purposes, and any property used as a hospital, nursing or convalescent home, retirement home, school, church or commercial property.
- b. No landfill or junkyard shall be located within five-hundred (500') feet of any residential dwelling or well.
- c. A visual screen six (6') feet in height, either vegetative or by opaque fence, shall surround the perimeter of all open storage areas.

**18. Mining and Quarrying Operations**

- a. Such uses shall not be located within five-hundred (500') feet of an exterior property line.
- b. Hours of operation are limited to the hours of 6AM until 9PM.
- c. Blasting may only occur between the hours of 10AM and 5PM.
- d. The use shall be located on, and take access from, a major or minor thoroughfare.

**19. Indoor Growing Facilities**

- a. All activities and operations of the facility, including cultivation, shall take place inside the building.
- b. The facility shall include a ventilation and filtration system designed to ensure odors from the operation are not detectable from outside of the building.

e.

20. Accessory Dwelling

- a. No accessory dwelling shall be permitted prior to a single-family dwelling or bed & breakfast inn being constructed on a lot.
- b. Only one (1) accessory dwelling shall be permitted per parcel.
- c. The accessory dwelling shall not exceed fifty (50%) percent of the square footage of the conditioned (heated) area of the principle structure or one-thousand (1,000) square foot of gross floor area, whichever is less.
- d. A detached accessory dwelling shall be sited to the rear of the principle structure. In that AR and RL districts, a detached accessory dwelling may be sited to the side of the primary dwelling if the lot exceeds two(2) acres in size.
- e. The exterior of the accessory dwelling shall be compatible with the principle structure in terms of color, siding roof pitch, window detailing, roofing materials, and foundation. Mobile homes shall not be pulled up to or attached to a primary dwelling and considered an accessory dwelling.

21. Dwelling, within a Mixed Use Building

- a. Each dwelling unit within a mixed use building shall contain complete and permanent living facilities with a minimum of five-hundred (500ft<sup>2</sup>) square feet of habitable floor area.
- b. Dwelling units within a mixed use building shall be permitted above and below the street level. Dwelling units shall also be permitted on the street level if the dwelling space does not exceed fifty (50%) percent of the street floor area and is set to the rest of the building.
- c. No dwelling unit shall be accessed through the street level non-residential space.
- d. For new construction and conversions of existing buildings, an engineered floor plan shall show the proposed use of all building space.

**SECTION 3:            REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 4:            SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 5:            EFFECTIVE DATE** This Ordinance shall be in full force and effect from \_\_\_\_\_ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE TOWN OF PILOT MOUNTAIN COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Scott Needham	_____	_____	_____	_____
Donna Kiger	_____	_____	_____	_____
Rachel Collins	_____	_____	_____	_____
Dwight Atkins	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Evan Cockerham, Mayor, Town of  
Pilot Mountain

\_\_\_\_\_  
Holly Utt, Town Clerk, Town of Pilot  
Mountain





TOWN OF PILOT MOUNTAIN  
BOARD OF COMMISSIONERS MEETING

FY 2024 Budget Amendment 1	
<b><u>Background Information:</u></b>	
This amendment appropriates fund balance for the purchase of the Rescue Squad building and resurfacing the Town Hall. It also appropriates additional USDA grant funds.	
<b><u>Staff Recommendation:</u></b>	Approve FY 2024 Budget Amendment 1
<b><u>Possible Board of Commissioner Actions</u></b>	
<ul style="list-style-type: none"><li>• Approve budget amendment</li><li>• Reject budget amendment</li><li>• Take No Action</li></ul>	
<b><u>Attachments</u></b>	
<ul style="list-style-type: none"><li>• FY 2024 Budget Amendment 1</li></ul>	

**Town of Pilot Mountain, North Carolina**

**FY 2023 – 2024 Budget Ordinance**

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**Amendment No. 2024-01**

**BE IT ORDAINED** by the Pilot Mountain Board of Commissioners that the 2023-2024 Budget Ordinance be amended as follows:

<b>REVENUES</b>	<b>-</b>
Increase 10-3690-0000 – Encumbered Fund Balance	\$439,000.00
Increase 10-3837-4000 – Grants	\$110,000.00
<b>EXPENDITURES</b>	<b>-</b>
Increase Administration	\$130,000.00
Increase Downtown Revitalization	\$50,000.00
Increase Streets	\$300,000.00
Increase Recreation	\$69,000.00

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Adopted this 13<sup>th</sup> day of November 2023

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Evan Cockerham, *Mayor*

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Holly Utt, *Town Clerk*

*Explanation of Amendment:*

*1. To appropriate funds for grant funded projects from prior year and additional USDA grant money received.*



TOWN OF PILOT MOUNTAIN  
BOARD OF COMMISSIONERS MEETING

PARTF Grant Acceptance	
<b><u>Background Information:</u></b>	
As we announced previously we have received a PARTF grant for improvements to the Center. This contract would approve accepting this grant.	
<b><u>Staff Recommendation:</u></b>	Approve PARTF Grant Contract
<b><u>Possible Board of Commissioner Actions</u></b>	
<ul style="list-style-type: none"><li>• Approve contract</li><li>• Reject contract</li><li>• Take No Action</li></ul>	
<b><u>Attachments</u></b>	
<ul style="list-style-type: none"><li>• PARTF Grant Contract</li></ul>	

COUNTY OF WAKE

**N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants**

**Grantee:** Town of Pilot Mountain

**Grantee Address and Contact Information:** Nancy Deaton, Director of Parks and Recreation  
Town of Pilot Mountain, 124 West Main Street, Pilot Mountain, NC 27041

**Grantee Fiscal Year End Date:**

**Grant Award Date:** August 15, 2023

**Project Number:** 2023-1074

**Project Title:** Navigating Armfield Acquisition & Renovation

**Period Covered by This Agreement:** December 1, 2023 through November 30, 2026

**Project Scope (Description of Project):** Land Acquisition (37.6 +/-acres), Gymnasium Refurbishment, Fitness Room Improvements, Natatorium Repair, Pickleball Courts (2), Fitness Station (1), Corn Hole (2), Landscaping, Utilities, Site Preparation, Site furnishings, Planning Costs, and Contingency

<b>Project Costs:</b>	<b>Grant Award Amount:</b>	<b><u>\$ 500,000</u></b>
	<b>Local Government Match:</b>	<b><u>\$ 4,459,990</u></b>

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the Town of Pilot Mountain (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for public recreation purposes via either land acquisition, the construction of new public recreation facilities, or repair, renovation, improvement, or adaptation of existing public recreation facilities in North Carolina. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), and the PARTF grant application and grant manual, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

**Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping**

1. The grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every one dollar of funding provided by the State. To be eligible, project costs must be incurred during the

## N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined on page 1 of this Agreement.

2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the Effective Date of this Agreement in order to allow general public access and use.
3. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
4. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
5. The State Auditor and the Department's internal auditors shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
6. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
7. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

### **Section II. Project Execution**

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.

**N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants**

2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.
4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
  - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
  - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
  - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
7. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without the prior written approval of the Department. The Grantee agrees to maintain and manage PARTF-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee agrees to place utility lines developed with PARTF assistance underground.
10. The Grantee shall, in the landscaping of all PARTF-funded projects, only use seeds and plants classified by the U.S. Department of Agriculture as native to the Southeastern United States, including cultivars and varieties thereof that were not bred to have reduced reproductive structures, with a strong preference for plants the U.S. Department of Agriculture has classified as native to North Carolina. The "Southeastern United States" shall be defined as the states of Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and the following counties in Florida: Bay Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. The following non-native plants shall be exempted from this requirement:
  - a. Non-native plants incorporated as part of a PARTF-funded project that are already existing at the time that the grant is approved;
  - b. Non-native turf grass; and

## N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

- c. Non-native seeds and plants where the primary purpose is:
  - i. crop cultivation;
  - ii. scientific research;
  - iii. botanical or historical gardens; or
  - iv. plantings for wildlife.
- d. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

### **Section III. Project Termination and Applicant Eligibility**

1. The Grantee may unilaterally rescind this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement by providing written notice to the Department.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement.
3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the PARTF upon termination of this Agreement. If the Agreement is terminated by the Department as provided herein, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF-funded grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
5. Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the Agreement.
6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

## N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

### Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
3. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
  - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
  - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
4. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
5. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
6. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.



**N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants**

<b>Department Contract Administrator</b>	<b>Grantee Contract Administrator</b>
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9338 Email: Vonda.Martin@ncparks.gov	Randy Ingram Director of Parks and Recreation Town of Pilot Mountain 124 West Main Street Pilot Mountain, NC 27041 336-368-2247 ringram@pilotmountainnc.org

7. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
8. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
9. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
10. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.
11. The Grantee certifies that it:
  - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
  - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
  - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
12. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
13. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
14. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants**

15. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
16. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
17. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**Section V. Attestation and Execution**

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_

personally appeared before me the said named \_\_\_\_\_, in their capacity as \_\_\_\_\_ for Grantee, to me known and known to me to be the person

**N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants**

described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

Signature of Notary Public

(Seal Here)



N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants

North Carolina Department of Natural and Cultural Resources  
D. Reid Wilson, Secretary

**By:** \_\_\_\_\_ **Director, NC Parks & Recreation** \_\_\_\_\_  
Department Head or Authorized Agent Title Date  
for Secretary Wilson

**Attachment A**  
**Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

**Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

**N.C. Parks and Recreation Trust Fund Project Agreement for Local Government Grants**

**Attachment B  
Scope of Work**

North Carolina Division of Parks and Recreation  
Parks and Recreation Trust Fund – PARTF Grant Program for Local Governments

Grantee: Town of Pilot Mountain

Title of Project: Navigating Armfield Acquisition & Renovation

Project Number: 2023-1074

Contract Number: 2023-1074

Amount of Grant: \$500,000

Amount of Match: \$4,459,990

Contact Person for Project: Nancy Deaton

Title: Director of Parks and Recreation

Address: 124 West Main Street, Pilot Mountain, NC 27041

Telephone: 336-368-2247

Contact email address: [ndeaton@pilotmountainnc.org](mailto:ndeaton@pilotmountainnc.org)

Scope of Project: Land Acquisition (37.6 +/-acres), Gymnasium Refurbishment, Fitness Room Improvements, Natatorium Repair, Pickleball Courts (2), Fitness Station (1), Corn Hole (2), Landscaping, Utilities, Site Preparation, Site furnishings, Planning Costs, and Contingency

Length of Project: December 1, 2023 through November 30, 2026

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Pilot Mountain grant application and support documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.

Pilot Mountain Town Hall  
124 West Main St.  
Pilot Mountain, NC 27041



(Phone) - 336.368.2247  
[www.pilotmountainnc.org](http://www.pilotmountainnc.org)

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## MEMORANDUM

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**TO:** Mayor and Board of Commissioners  
**FROM:** Michael Boaz, Town Manager/Finance Officer  
**DATE:** November 7, 2023  
**RE:** November 2023 Manager's Report

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- R&J Tree Service will pickup leaves on Nov 15, Dec 1, and Dec 15. We will likely run a final leaf pickup the week between Christmas and New Years but then the machine will be returned and so there will be no further leaf pickup after Dec 31.
- We have the Deck the Halls/Pilot Express event on November 25 and the Mistletoe Market/Christmas Parade on Dec 2.
- We are planning to have a Thanksgiving meal at the Armfield Center on Thanksgiving Day. This is for members of the community who may not have any family locally to be with on Thanksgiving or may be having a hard time this year. We have a sponsor who is helping to offset the cost of the meal.
- We have, in the past, cancelled either our December or November meetings. Would the Board like to cancel the December meeting or leave it on the schedule?
- I have not been able to complete the finance report for October as of the release of the packet. I hope to have it by the meeting on Monday.

## **PROJECT UPDATES**

1. Depot Street Stream Restoration Project: Construction is complete.
2. Streetscape Project: No funding was provided in the State budget. We are working on backup plans to obtain funding.
3. WWTP & Pump Station Project: Contractor is working on final punch list.
4. 2022 Collection System Project: Design has begun.
5. 2022 Distribution System Project: Design is underway.
6. WWTP Rehab Phase 2: The design is underway.
7. 2022 Water AIA Project: We are awaiting the delivery of meters to setup the leak detection study. This phase will take 10 months to collect necessary data.





# Assure Station Metrics Monthly Reporting

Town of Pilot Mountain, NC - Monthly Report - September 2023

Company Id  
136351

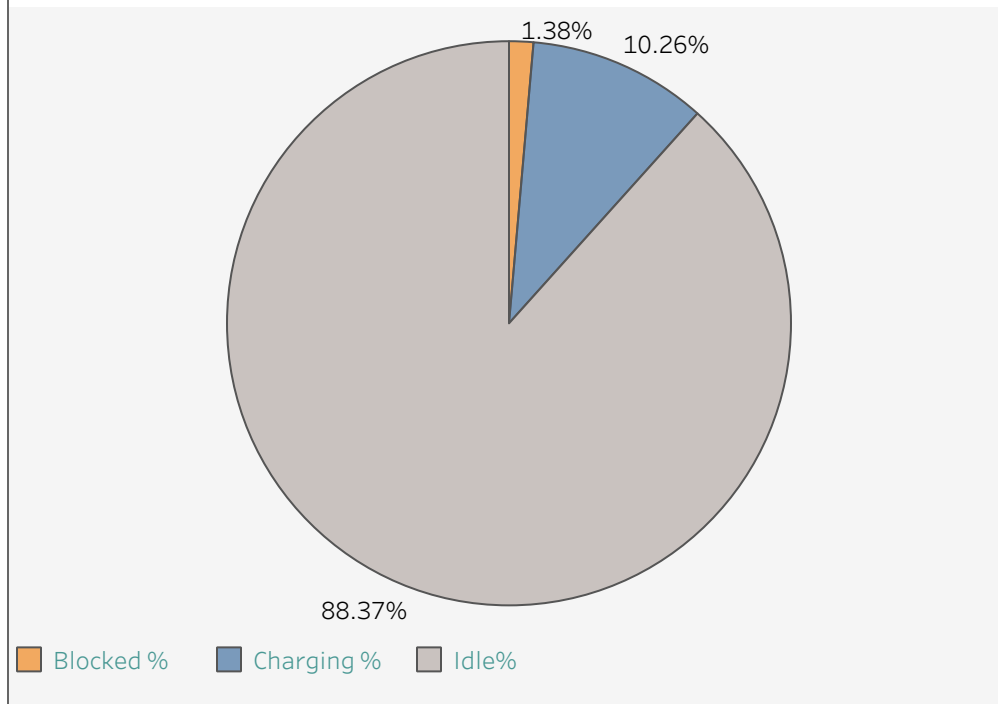
Port Level  
All

Organization Name  
All

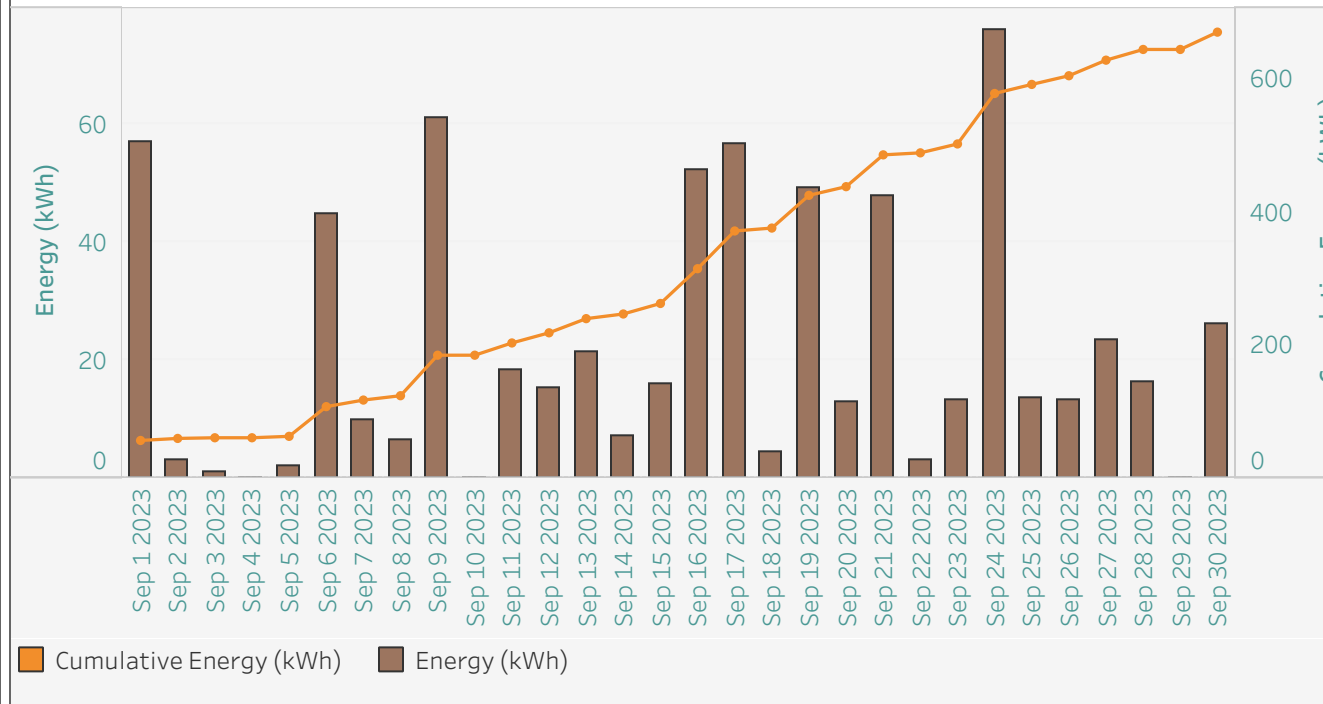
Month End Date  
9/30/2023

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Session Count
2	1	0	670	282	84	10	52

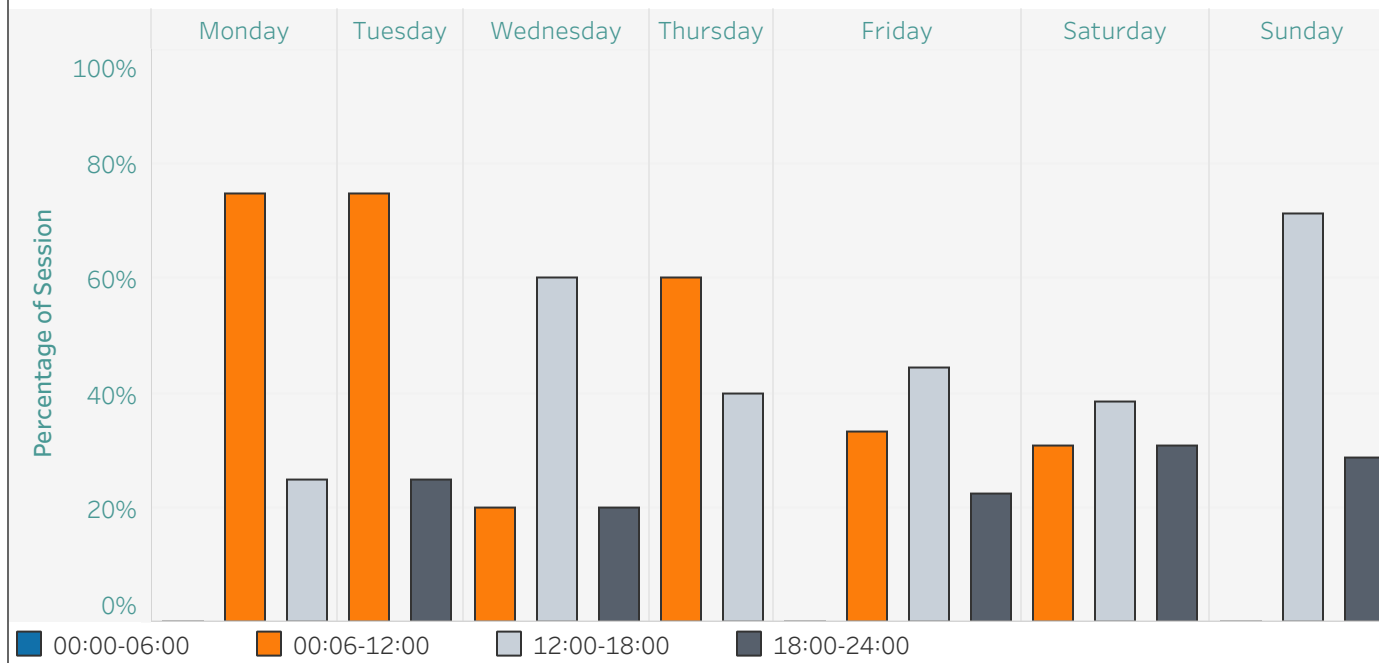
Port Utilization: 24 Hours



Energy Dispensed (kWh) by Day



Session Starts by Time of Day Month



Average Session Duration (Hours)	3.22
Average Session Charge Time (Hours)	2.84
Average Session Energy (kWh)	12.89
Average Session Revenue (\$)	0.00
Occupied Hours	167.5
Charging Hours	147.7



# Assure Station Metrics Quarterly Reporting

Town of Pilot Mountain, NC - Quarterly Report - 2023 Q3

Company Id  
136351

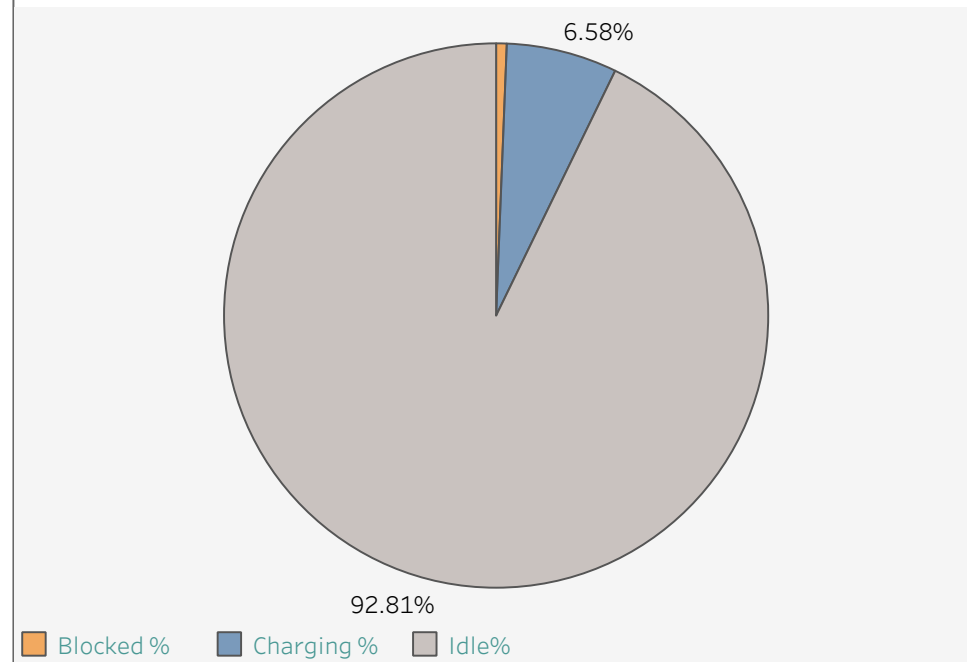
Port Level  
All

Organization Name  
All

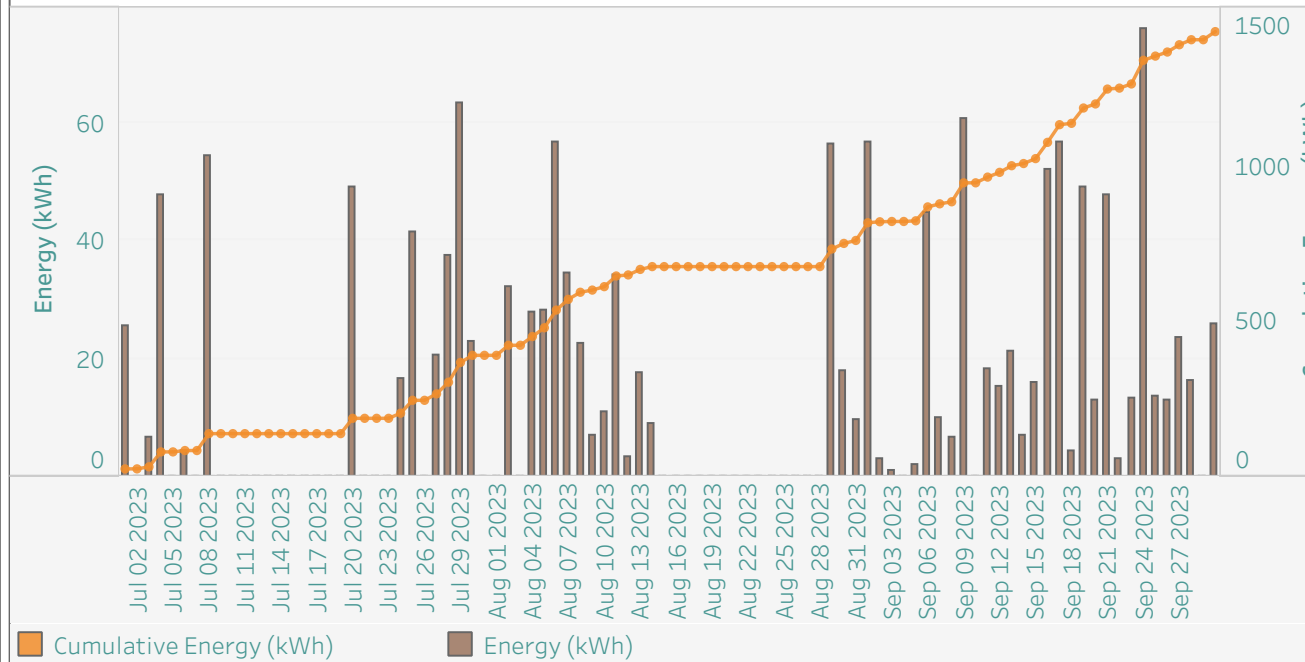
Quarter Year  
9/30/2023

Port Count	Station Count	Total Revenue (\$)	Energy (kWh)	GHG Savings (kg)	Gasoline Saved (Gal)	Unique Driver	Session Count
2	1	0	1,429	600	179	16	106

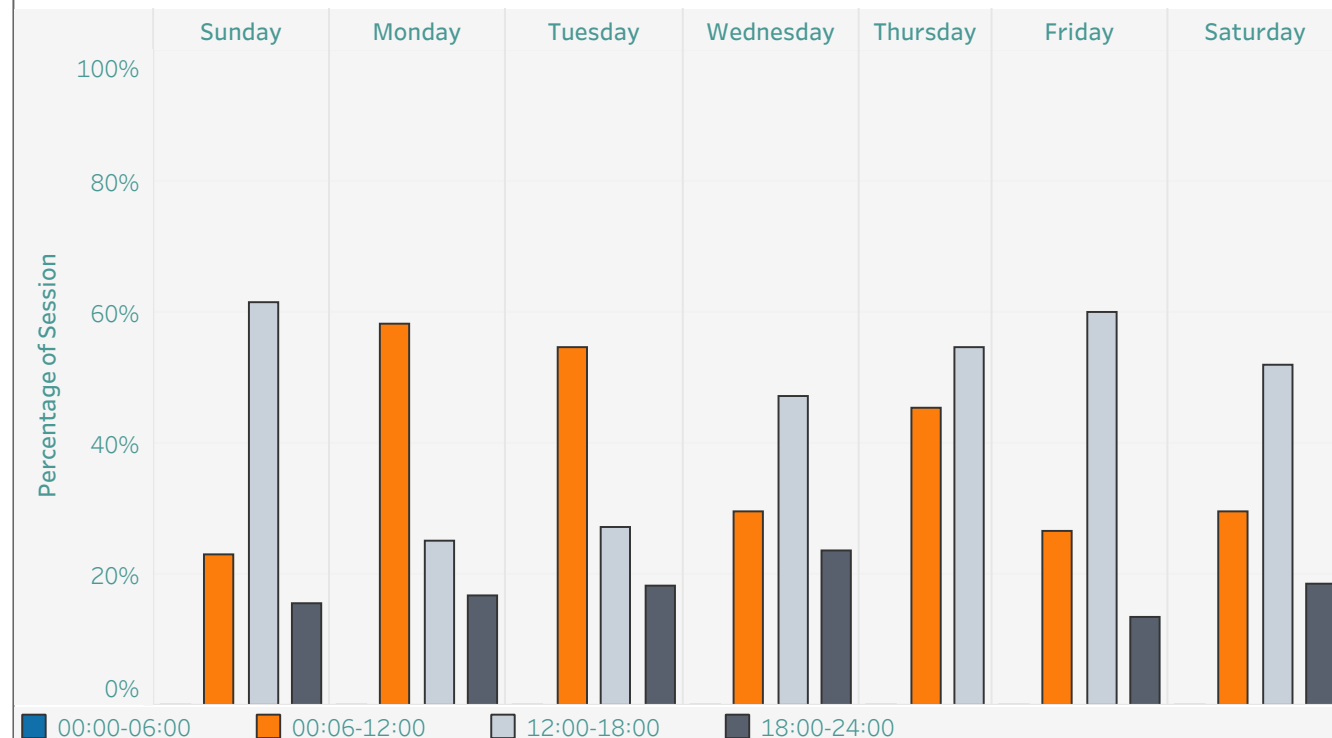
Port Utilization: 24 Hours



Energy Dispersed (kWh) by Day



Session Starts by Time of Day Quarter



Average Session Duration (Hours)	3.00
Average Session Charge Time (Hours)	2.74
Average Session Energy (kWh)	13.48
Average Session Revenue (\$)	0.00
Occupied Hours	317.5
Charging Hours	290.7

Service Entitlement Status Breakdown of Assure Stations					
	Expired	0-30 Days	1-6 Months	6-12 Months	1+ Year
Assure	0	0	0	0	1
SW	0	0	0	0	1

- You dispensed more energy than 31.36 % of other Assure customers.
- You collected more fees than 0.00 % of other Assure customers.
- You fueled more unique drivers than 36.91 % of other Assure customers.
- Your 24 hour charging utilization was higher than 38.29 % of other Assure customers.

Station Name	Total Energy (kWh)	Total Sessions	Total Fees (\$)	Gasoline Saved (Gal)	GHG Savings (kg)	Charging Hours	Occupied Hours	Uptime (%)
PM TOWN HALL PM TOWN HALL	1,429	106	\$ 0.00	179	600	291	318	100.00%



## Assure Station Metrics Reporting Appendix

**Port Utilization Chart:** This is a view of station utilization during common business hours.

You can use this information to determine if updates need to be made to pricing / access policies or if stations should be added.

**Session Start Distribution Chart:** This is a view (by day) of what times drivers start sessions.

You can use this information to fine tune time of day pricing policy rules.

**Station / Port Count:** In order to be counted, a station must have the "Assure" entitlement applied.

This is the number of stations / ports that currently have the "Assure" entitlement.

**Total Revenue:** This is the sum of session fees generated by your "Assure" stations minus the ChargePoint service fee (10%).

This is based on session dates (not transaction date which may differ). Your Flex Billing reports should be used for financial reporting.

**Energy (kWh):** All energy dispensed through your "Assure" stations.

This data point can be useful in reconciling station energy against energy bills.

**GHG Savings (kg):** All the green house gasses (95% CO2) that would have been released had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

**Unique Drivers:** The number of unique drivers that used your stations this month (a driver would be counted only once even if they used different RFID cards).

An understanding of the number of unique drivers visiting may be useful in creating station messaging / video ads.

**Gasoline (Gal) Saved:** All the gasoline that would have been burned had the miles provided by your stations come from gasoline.

This data point can be useful in sustainability reporting.

**Uptime:** Percentage of time that your ports were capable of dispensing power.

ChargePoint is committed to keeping your ports dispensing power 98% of the time or better.

**Sessions:** Total session count.

An understanding of the number of times your stations authorize a session can be useful creating station messaging / video ads.

**Average Session Duration:** Average amount of time drivers occupy your stations.

This data point can be useful in fine tuning length of stay pricing policy rules.

**Average Charging Time:** Average amount of time per session energy is flowing.

This data point can be useful in fine tuning length of stay pricing policy rules.

**Average Session Energy:** Average amount of energy dispensed.

This data point can be useful in fine tuning price per kW pricing policy rules.

**Average Session Revenue:** Average session fee - 10%.

This data point can be useful in fine tuning minimum & maximum values for pricing policy rules.

**Total Hours Occupied:** Sum of all session durations.

This is used in part to determine utilization.

**Total Hours Charging:** Sum of all session charging durations.

This is used in part to determine utilization.

## Concern Report

Reference #	Status	Date Entered	Description of Concern
Concern Type		Date Closed	
Concern Address		Days to Resolve	
1	NEW	10/03/2023	BUSHES ARE OVERGROWN AND COVERING THE STOP SIGN
		34	
2	NEW	10/05/2023	UNABLE TO SEE TO PULL OUT ONTO W MARION FROM MEDICAL STREET DUE TO OVERGROWN SHRUBS
		32	
3	NEW	10/05/2023	PLEASE PLEASE PLEASE MOW THE RIGHT OF WAY ALONG W RIDGE DR EXTENSION. IT'S VERY OVERGROWN AND HASN'T BEEN MOWED IN MONTHS.
		32	
4	NEW	10/24/2023	CHICKENS GETTING ON HIS PROPERTY AND MAKING A MESS AND AN 'UNSIGHTLY' TRAVEL TRAILER THAT HE HAS TO LOOK AT ALL THE TIME. HE'S NOT SURE IF IT HAS TAGS OR NOT
		13	
			195 WHITAKER CHAPEL RD

## General Services Work Order Applications

Applications For the Date Range 10/01/2023 Thru 10/31/2023

#	Reference #	Requesting Dept.	Job Type	Location	Description	Date Entered	Date Issued	Days Open
<b>STATUS: CLOSED</b>								
1	JOB-2023-00340	DPW	OTHER		HOMETOWN HEROES BANNERS- PLEASE FIX THE 3 BROKEN BANNERS/POLES ON THE BANNERS DOWNTOWN 1. JOHN PULLIAM OFFICE 2. DEPOT & MAIN 3. NEAR SQUEEZEBOX/XTREME PLEASE LOOK OVER ALL BANNERS AND TRY TO STRAIGHTEN THEM UP/ GET THE SLACK OUT OF THEM.	10/2/2023	10/5/2023	3
2	JOB-2023-00341	DPW	OTHER	705 OLD BARN CIRCLE	TURN WATER ON FOR NEW OWNER. METER # 1700027189	10/2/2023	10/2/2023	0
3	JOB-2023-00345	DPW	OTHER	129 QUEEN ST	CHECK METER # 2300086389 FOR LEAK ON 10/5 @ 9AM	10/4/2023	10/23/2023	19
4	JOB-2023-00344	DPW	OTHER	CEMETERY SECTION J	MARK 4 CORNERS OF PLOTS J337-341. MARK FLAGS WITH 'MARION'	10/4/2023	10/5/2023	1
5	JOB-2023-00343	DPW	OTHER	122 LYNCHBURG RD	POSSIBLE WATER LEAK CALLED IN	10/4/2023	10/4/2023	0
6	JOB-2023-00342	DPW	GARBAGE/RECYCLIN G	710 SADDLE DR	TAKE AN OLD RECYCLE CAN SO CUSTOMER CAN USE FOR YARD WASTE	10/4/2023	10/9/2023	5
7	JOB-2023-00347	DPW	OTHER	380 CRESTWOOD DR	WATER HAS A STRONG SULFER SMELL FOR ABOUT 2 WEEKS NOW. THEY ALSO WANT SOMEONE TO CHECK THE PUMP STATION	10/6/2023	10/10/2023	4
8	JOB-2023-00352	DPW	OTHER	509 S DAVIS ST	TURN WATER ON FOR OWNER. METER #1700027506	10/9/2023	10/9/2023	0
9	JOB-2023-00354	DPW	OTHER	CEMETERY SECTION J	MARK PLOT J116 FOR HEADSTONE	10/11/2023	10/12/2023	1
10	JOB-2023-00355	DPW	GARBAGE/RECYCLIN G	108 S DAVIS ST	REPLACE GARBAGE CART THAT WAS DAMAGED BY WM TRUCK. LID IS MISSING	10/12/2023	10/13/2023	1
11	JOB-2023-00359	DPW	OTHER	CEMETERY SECTION J	MARK PLOTS J324 & J325 FOR HEADSTONE TO BE PLACED ON MONDAY 10/23 @ 9:30AM	10/17/2023	10/20/2023	3
12	JOB-2023-00358	DPW	GARBAGE/RECYCLIN G	VARIOUS LOCATIONS	BULK ITEM PICK UP 10/16-10/20	10/17/2023	10/23/2023	6
13	JOB-2023-00357	DPW	GARBAGE/RECYCLIN G	543 OLD WESTFIELD RD	DEER @ BUS DRIVEWAY - MIDDLE SCHOOL	10/17/2023	10/17/2023	0
14	JOB-2023-00360	DPW	OTHER	642 S KEY ST	TURN WATER OFF AT AUNT BEA'S FOR PLUMBING REPAIRS	10/18/2023	10/18/2023	0
15	JOB-2023-00361	DPW	GARBAGE/RECYCLIN G	120 W 52 BYPASS E2	BULK PICK UP - PAID IN FULL	10/20/2023	10/20/2023	0
16	JOB-2023-00363	DPW	OTHER	VARIOUS LOCATIONS	RE-READS FOR NOVEMBER BILLING	10/23/2023	10/25/2023	2
17	JOB-2023-00364	DPW	OTHER	CEMETERY SECTION A	MARK PLOT A176 - MS. JOANN H. WOOD - HEADSTONE IS UP	10/24/2023	10/24/2023	0
18	JOB-2023-00365	DPW	OTHER	CEMETERY SECTION G	MARK PLOT G202 ON THURSDAY 10/26 . KENNETH SMITH BURIAL ON FRIDAY	10/25/2023	10/25/2023	0
19	JOB-2023-00369			106 S KEY ST	CHECK WATER LINE BETWEEN APARTMENTS 63 & 65.	10/30/2023	11/1/2023	2
20	JOB-2023-00368	DPW	OTHER	VARIOUS LOCATIONS	CUT OFF FOR NON-PAYMENT. 29 ACCOUNTS	10/30/2023	10/31/2023	1
21	JOB-2023-00367	DPW	OTHER	175 SANDTRAP LN	CUSTOMER IS HAVING WORK DONE OUTSIDE AND THEY NEEDS THE WATER LINE MARKED	10/30/2023	11/1/2023	2
<b>21</b>	<b>TOTAL CLOSED APPLICATIONS</b>							

## General Services Work Order Applications

Applications For the Date Range 10/01/2023 Thru 10/31/2023

#	Reference #	Requesting Dept.	Job Type	Location	Description	Date Entered	Date Issued	Days Open
<b>STATUS: NEW</b>								
1	JOB-2023-00348	DPW	OTHER	831 DODSON MILL RD	CLEAN OUT STORM DRAIN	10/6/2023		0
2	JOB-2023-00351	DPW	OTHER	OLD WESTFIELD RD (689)	FLUSH END OF LINE	10/9/2023		0
3	JOB-2023-00350	DPW	OTHER	HWY 268 E	FLUSH END OF LINE	10/9/2023		0
4	JOB-2023-00349	DPW	OTHER	S KINGSTON ST	FLUSH END OF LINE	10/9/2023		0
5	JOB-2023-00353	DPW	ROADWORK	710 DODSON MILL RD	710 DODSON MILL RD, GAITHER MATTHEWS WOULD LIKE FOR SOMEONE TO CALL REFERENCE TO THE ROAD WORK THAT SHE SAYS WAS NOT DONE, AND NOW HER YARD IS MESSED UP. 336.368.4421	10/11/2023		0
6	JOB-2023-00356	DPW	OTHER	301 BUTLER ST & PINE	WATER LEAK BEHIND 309 S KEY ST.	10/16/2023		0
7	JOB-2023-00362	DPW	OTHER		PLEASE REMOVE THE PARKLETS BEFORE NOV 1ST- LET JENNY KNOW WHEN THEY CAN BE REMOVED- SHE WILL COORDINATE WITH BUSINESS OWNERS TO HAVE THEM REMOVE THE ADDITIONAL FURNITURE/RUGS THAT MAY BE ON THEM - THANK YOU	10/20/2023		0
8	JOB-2023-00366	DPW	GARBAGE/RECYCLING	819 GORDON CT	819 GORDON CT SAID THEY DO NOT HAVE A RECYCLING CONTAINER BUT THEY HAVE 3 TRASH CANS?	10/26/2023		0
9	JOB-2023-00370	DPW	OTHER	VARIOUS LOCATIONS	CUT OFF ACCOUNTS VACANT WITH USAGE. 5 ACCOUNTS	10/30/2023		0
10	JOB-2023-00371	DPW	OTHER	225 E MAIN ST	NEW 4' SEWER TAP - PAID 10/31/23	10/31/2023		0
<b>10</b>	<b>TOTAL NEW APPLICATIONS</b>							
<b>31</b>	<b>TOTAL APPLICATIONS THIS REPORT PERIOD</b>							

## Zoning Permit Applications

Applications For the Date Range 10/01/2023 Thru 10/31/2023

#	Reference #	Application Type	Property Address	Block	Lot	Owner Name	Date Entered	Date Issued
<b>STATUS: APPROVED</b>								
1	Z-2023-0057	NON-RESIDENTIAL - NEW CONSTRUCTION	202 HAMLIN DR			RODRIGUEZ ARMENTA NAIN	10/03/2023	10/03/2023
2	Z-2023-0058	RESIDENTIAL - ACCESSORY STRUCTURE	613 DODSON MILL RD			ERNST A RUSSELL	10/09/2023	10/10/2023
3	Z-2023-0060	RESIDENTIAL - NEW CONSTRUCTION	812 W MAIN ST			THOMPSON LINDA LOVE ET AL	10/24/2023	10/27/2023
4	Z-2023-0061	RESIDENTIAL - ACCESSORY STRUCTURE	508 DODSON MILL RD			NEEDHAM LINDA	10/27/2023	10/30/2023
<b>4</b>	<b>TOTAL APPROVED APPLICATIONS</b>							
<b>STATUS: PAYMENT REQUESTED</b>								
1	Z-2023-0059	NON-RESIDENTIAL - NEW CONSTRUCTION	625 E 52 BYPASS			PILOT HOLISTIC HOME & GARDEN LLC	10/23/2023	
<b>1</b>	<b>TOTAL PAYMENT REQUESTED APPLICATIONS</b>							
<b>5</b>	<b>TOTAL APPLICATIONS THIS REPORT PERIOD</b>							