Director of
Planning and Inspections
MEREDITH GUNS

Building Inspector
MARTY SHAW
CHARLES THUMAN

Code Enforcement Officer
JORDAN BLYTHE

THE TOWN OF KILL DEVIL HILLS
NORTH CAROLINA

Assistant Director of
Planning and Inspections
CAMERON RAY

Senior Planner
RYAN LANG

Zoning Administrator
DONNA ELLIOTT

PLANNING DEPARTMENT

July 20, 2021

Memorandum

To: Planning Board

From: Ryan Lang, Senior Planner

Subject: **SITE PLAN REVIEW** — 1208 S. Croatan Highway in the Commercial Zone — Proposed 2,500 Sq. Ft. Drive-Thru Restaurant, 25 Parking Spaces, and Associated Site Modifications.

Enclosed is a site plan review submitted by Quible and Associates for the proposed construction of a new 2500 Sq. Ft. Drive-Thru Restaurant with 25 parking spaces, drive thru aisle and associated site improvements at 1208 S. Croatan Hwy. The proposed restaurant is a permitted use in the Commercial Zoning District (O) *Restaurant*. The plan calls for demolition of the existing shopping center. Attached you will find a commercial site plan review application, site development plans, architectural plan, lighting plan, site narrative, stormwater calculations, willingness to serve from KDHWWTP, LLC, NCDOT permit package, the applicants response to Town staff technical review (1) comments, and most recent staff comments.

The applicant has addressed most of staffs initial technical review comments; however, the following conditions remain to be addressed:

<u>Planning – Ryan Lang (252-449-5315)</u>

1. Recommend applicant connect site to Blue Jay St. to allow traffic to enter the property from another street other than US 158. Additionally, allows access to Martin St. US 158 intersection including a traffic light via a public right of way and not only through an adjacent commercial property.
2. Sheet 8 "Wastewater Details" Sheet is missing from plan set.
3. Sheet 1: Does not identify "Stop Sign" symbol. Label "Sign" on North East corner of property.
4. Sheets 3 and 4: Remove note "Proposed Removable Bollards (typ. of 3)"
5. Sheet 6: Landscaping Planting Summary does not meet the required number of plantings. Please provide breakdown of required and provided plantings (trees and shrubs) per property line. Required landscaping plantings are as follows: NCDOT Buffer - Trees: 15 Shrubs: 15, Northern Buffer - Trees: 8 Shrubs: 23, Southern Buffer - Trees: 8 Shrubs: 23, Western Buffer - Trees: 15 Shrubs: 15
6. Architecturals Sheet 6PK-3: Pitch of Canopy needs to be identified. Canopy length cannot exceed 15'. Height of Mansard Roof needs to be identified.

Fire – John Risoldi (252-449-5227)

1. Parking lot opened to Blue Jay Street, would provide the fire department another option to access the structure.

Town Engineer -- Pete Burkhimer

1. My comments of June 21 have generally been addressed satisfactorily, except for #7 (referred to as h in the resubmittal letter). It stated "Please note that Pervious Concrete, or Permeable Concrete, shall be installed in accordance with the latest version of ACI 522.1, *"Specification for Pervious Concrete,"* shall have a minimum void ratio of 15%, and shall be by a contractor with demonstrated successful prior experience in the installation of Pervious Concrete." The engineer acknowledges this in the resubmittal letter, but when we said "Please note...", we meant that an actual note to this effect should be placed near the *PERMEABLE CONCRETE PAVING DETAIL* on Sheet 7.
2. Also, a minor detail: In the *TYPICAL BELGARD® AQUA BRIC TYPE 4 PERMEABLE PAVER INSTALLATION DETAIL*, the callout "MINIMUM SLOPE 0.5% (PREFERABLY FLAT)" should read "MAXIMUM SLOPE 0.5% (PREFERABLY FLAT)".

Public Services – Derek A. Dail (252-480-4085)

1. Solid Waste — Site drawings and notes call for the dumpster to be screened and screening details to be provided on building plans. Dumpster screen details will need to meet the minimum requirements or the Town Two Dumpster Diagram.
2. Streets/Drainage
   a. Provide NCDOT Access Permit for the proposed driveway modifications on US 158 or documentation from NCDOT that no Access Permit is required prior to Building Permit application. Applicant has indicated the Access Permit has been submitted to NCDOT for review.
   b. The existing driveway culvert to be replaced needs to be regraded to drain to the next southern downstream drainage culvert under Boundary Street which has an elevation of 5.17' per the 2012 Autozone Asbuilt drawing. The existing culvert invert may be damaged or improperly installed. A copy of the 2012 Autozone Asbuilt drawing can be provide if requested.
   c. Designer is requested to install a small flume, curb wipe down or other conveyance on each side of the driveway in the US 158 right-of-way and just east of the sidewalk/crosswalk to allow stormwater to exit the low point of the driveway before flowing down the sidewalk. Designer is requested to coordinate with Public Service on final minor modifications in the driveway before submitting for Building Permit.

Staff recommends that the Planning Board forward the plan to the Board of Commissioners with a favorable recommendation after the above listed conditions have been addressed.

Lang, Ryan

From: Ray, Cameron
Sent: Thursday, July 8, 2021 2:30 PM
To: Lang, Ryan
Subject: FW: Site Plan Technical Review 2 - 1208 S Croatan Highway in the Commercial Zone - Proposed 2500 Sq. Ft. Drive-Thru Restaurant with Associated Parking and Site Improvements

---

From: Harris, Dana
Sent: Thursday, July 8, 2021 1:13 PM
To: Ray, Cameron <Cameron@kdhnc.com>
Subject: RE: Site Plan Technical Review 2 - 1208 S Croatan Highway in the Commercial Zone - Proposed 2500 Sq. Ft. Drive-Thru Restaurant with Associated Parking and Site Improvements

Cameron,

1. They say they removed Bollards but still show on Pages 3 and 4 that "proposed Bollards".
2. Do they plan on regulating traffic that bypass those stacked all the way back to the Drive Thru makings using fire lane and stacking from rubber pad back also? (May cause tempers to flare by those already waiting in the correct stacking lane.)
3. Do not see anything showing signage on the lot that isn't painted on the pavement. They say additional signage will be used at speed hump.

Thanks

Dana

From: Ray, Cameron
Sent: Wednesday, July 7, 2021 10:45 AM
To: Lang, Ryan <rlang@kdhnc.com>; Albright, Steve <Steve@kdhnc.com>; Dail, Derek <derek@kdhnc.com>; Elliott, Donna <DONNA@kdhnc.com>; Guns, Meredith <MEREDITH@kdhnc.com>; Harris, Dana <dharris@kdhnc.com>; Lindsey, Lynn Earl <LynnEarl@kdhnc.com>; Pete Burkhimer <PBurkhimer@american-ea.com>; Risoldi, John <JOHNR@kdhnc.com>; Shaw, Marty <marty@kdhnc.com>; Thuman, Charles <charles@kdhnc.com>; Turner, Tote <TOTE@kdhnc.com>
Subject: Site Plan Technical Review 2 - 1208 S Croatan Highway in the Commercial Zone - Proposed 2500 Sq. Ft. Drive-Thru Restaurant with Associated Parking and Site Improvements
Importance: High

Good Morning All,

Attached is: **SITE PLAN TECHNICAL REVIEW (2)** – Drive Thru Restaurant at 1208 S Croatan Hwy– The *REVISED* plan calls for a demolition of the existing retail shopping center building and associated parking lot, and construction of a new 2,500 Sq. Ft. Drive-Thru Restaurant, 25 Parking Spaces, Two Drive-Thru Aisles and associated site modifications. The proposed Restaurant is a permitted use in the Commercial Zone (O) *Restaurant*. The proposed plan includes maintaining the existing drive aisle connections to the two adjacent parcels (Autozone and Walgreens), and modifying the existing entrance from US 158. Attached you will find a *REVISED* submittal including commercial site plan application, proposed

Lang, Ryan

From: Risoldi, John
Sent: Friday, July 9, 2021 6:57 AM
To: Ray, Cameron
Cc: Lang, Ryan
Subject: RE: Site Plan Technical Review 2 - 1208 S Croatan Highway in the Commercial Zone - Proposed 2500 Sq. Ft. Drive-Thru Restaurant with Associated Parking and Site Improvements

Cameron,

I would like to see the parking lot be opened to Blue Jay.

This would give the fire department another option to access the structure.

A water test shall be completed to determine available water for fire suppression.

John L. Risoldi, Sr.
Fire Marshal/Health & Safety Officer
Town of Kill Devil Hills
1634 N. Croatan Highway, P. O. Box 1719
Kill Devil Hills, NC 27948
252-480-4060 x 5227 - Office
252-573-3874 - Direct
252-480-4069 - Fax
johnr@kdhnc.com

"Everyday is a Fire Prevention Day"

From: Ray, Cameron
Sent: Wednesday, July 7, 2021 10:45 AM
To: Lang, Ryan <rlang@kdhnc.com>; Albright, Steve <Steve@kdhnc.com>; Dail, Derek <derek@kdhnc.com>; Elliott, Donna <DONNA@kdhnc.com>; Guns, Meredith <MEREDITH@kdhnc.com>; Harris, Dana <dharris@kdhnc.com>; Lindsey, Lynn Earl <LynnEarl@kdhnc.com>; Pete Burkhimer <PBurkhimer@american-ea.com>; Risoldi, John <JOHNR@kdhnc.com>; Shaw, Marty <marty@kdhnc.com>; Thuman, Charles <charles@kdhnc.com>; Turner, Tote <TOTE@kdhnc.com>
Subject: Site Plan Technical Review 2 - 1208 S Croatan Highway in the Commercial Zone - Proposed 2500 Sq. Ft. Drive-Thru Restaurant with Associated Parking and Site Improvements
Importance: High

Lang, Ryan

From: Pete Burkhimer <PBurkhimer@american-ea.com>
Sent: Tuesday, July 13, 2021 11:50 AM
To: Lang, Ryan; Albright, Steve; Dail, Derek; Elliott, Donna; Guns, Meredith; Harris, Dana; Lindsey, Lynn Earl; Ray, Cameron; Risoldi, John; Shaw, Marty; Thuman, Charles; Turner, Tote
Subject: RE: Site Plan Technical Review -- 1208 S Croatan Highway in the Commercial Zone -- Proposed 2500 Sq Ft Drive Thru Restaurant with Associated Parking and Site Improvements

1. My comments of June 21 have generally been addressed satisfactorily, except for #7 (referred to as 1.h in the resubmittal letter). It stated "Please note that Pervious Concrete, or Permeable Concrete, shall be installed in accordance with the latest version of ACI 522.1, *"Specification for Pervious Concrete,"* shall have a minimum void ratio of 15%, and shall be by a contractor with demonstrated successful prior experience in the installation of Pervious Concrete." The engineer acknowledges this in the resubmittal letter, but when we said "Please note...", we meant that an actual note to this effect should be placed near the *PERMEABLE CONCRETE PAVING DETAIL* on Sheet 7.
2. Also, a minor detail: In the *TYPICAL BELGARD® AQUA BRIC TYPE 4 PERMEABLE PAVER INSTALLATION DETAIL*, the callout "MINIMUM SLOPE 0.5% (PREFERABLY FLAT)" should read "MAXIMUM SLOPE 0.5% (PREFERABLY FLAT)".

Pete Burkhimer, PE
Senior Consultant
AMERICAN Engineering
830 Greenbrier Circle, Suite 110
Chesapeake, VA 23320
(757) 468-6800 (office), (757) 478-5970 (cell)
pburkhimer@american-ea.com

From: Pete Burkhimer
Sent: Monday, June 21, 2021 7:41 AM
To: Lang, Ryan <rlang@kdhnc.com>; Albright, Steve <Steve@kdhnc.com>; Dail, Derek <derek@kdhnc.com>; Elliott, Donna <DONNA@kdhnc.com>; Guns, Meredith <MEREDITH@kdhnc.com>; Harris, Dana <dharris@kdhnc.com>; Lindsey, Lynn Earl <LynnEarl@kdhnc.com>; Ray, Cameron <Cameron@kdhnc.com>; Risoldi, John <JOHNR@kdhnc.com>; Shaw, Marty <marty@kdhnc.com>; Thuman, Charles <charles@kdhnc.com>; Turner, Tote <TOTE@kdhnc.com>
Subject: RE: Site Plan Technical Review -- 1208 S Croatan Highway in the Commercial Zone -- Proposed 2500 Sq Ft Drive Thru Restaurant with Associated Parking and Site Improvements

Here are Town Engineer's draft comments. I will note them as final after coordination with the comments of Public Services:

1. Dimension the radii of the entrance curb returns.
2. On Sheet 2, relabel the "site triangle" as "sight triangle."

TOWN OF KILL DEVIL HILLS
PUBLIC SERVICES

Post Office Box 1719, 107 Town Hall Drive
Kill Devil Hills, NC 27948
Administration (252) 480-4080 Fax (252) 441-6136
Office Hours: 8:00 a.m. – 5:00 p.m. Mon. – Fri.
Water Plant (252) 480-4090
www.kdhnc.com

STEPHEN F. ALBRIGHT
Director

DEREK A. DAIL
Assistant Director

MARCIA OLLIS
Administrative Services

ALFRED W. BURTON
Water Plant

WILLIAM H. WATERFIELD
Water Systems

L. RANDOLPH TURNER
Streets

LYNN E. LINDSEY
Solid Waste

July 12, 2021

To: Cameron Ray
Kill Devil Hills Planning

From: Derek A. Dail
Kill Devil Hills Public Services

Re: Site Plan Review II
Drive-Thru Restaurant
1208 S. Croatan Highway

The Town of Kill Devil Hills Public Services Department has performed a Review II of the site plan application for the proposed improvements to the commercial property located at 1208 S. Croatan Highway. Comments from Public Services are provided in the following sections and are based on the resubmittal package received on 07/06/2021.

Solid Waste

1. Site drawings and notes call for the dumpster to be screened and screening details to be provided on building plans. Dumpster screen details will need to meet the minimum requirements or the Town Two Dumpster Diagram.

Streets/Drainage

1. Provide NCDOT Access Permit for the proposed driveway modifications on US 158 or documentation from NCDOT that no Access Permit is required prior to Building Permit application. Applicant has indicated the Access Permit has been submitted to NCDOT for review.
2. The existing driveway culvert to be replaced needs to be regraded to drain to the next southern downstream drainage culvert under Boundary Street which has an elevation of 5.17' per the 2012 Autozone Asbuilt drawing. The existing culvert invert may be

damaged or improperly installed. A copy of the 2012 Autozone Asbuilt drawing can be provide if requested.

3. Designer is requested to install a small flume, curb wipe down or other conveyance on each side of the driveway in the US 158 right-of-way and just east of the sidewalk/crosswalk to allow stormwater to exit the low point of the driveway before flowing down the sidewalk. Designer is requested to coordinate with Public Service on final minor modifications in the driveway before submitting for Building Permit.

Water System

1. Based on the meter sizing from provided, the minimum required water service size is a 1 inch service.
2. Anticipated upgrade fees associated with the proposed service are based on the current rate schedule:

System Development 1" meter	=	$6,900.00*
Available Credit (Good Standing Accounts)	=	-$4,000.00*
1" Tap Fee	=	$1,460.00
1" Surety	=	$200.00
Total	=	$4,560.00

*Developer may receive a $4,000 System Development Fee credit for the existing 5/8"x3/4" service so long as it is in good standing at the time of Building Permit application.

3. The existing 5/8x3/4 service located in the US 158 Right-of-Way will be abandoned by Kill Devil Hills unless the new owner would like to utilize the existing service as an irrigation meter. Any inquiries regarding an irrigation meter should be directed to Public Service at 252-480-4080.

Wastewater

1. No Comment

Ray, Cameron

From:	Ray, Cameron
Sent:	Wednesday, July 7, 2021 10:45 AM
To:	Lang, Ryan; Albright, Steve; Dail, Derek; Elliott, Donna; Guns, Meredith; Harris, Dana; Lindsey, Lynn Earl; Pete Burkhimer; Risoldi, John; Shaw, Marty; Thuman, Charles; Turner, Tote
Subject:	Site Plan Technical Review 2 - 1208 S Croatan Highway in the Commercial Zone - Proposed 2500 Sq. Ft. Drive-Thru Restaurant with Associated Parking and Site Improvements
Attachments:	0-P07116 - Transmittal-2021-07-06.pdf; 1-P07116-base.pdf; 2-210327_Kill Devil Hills_07062021_blank.pdf; 2-Blank Facade 2 - Sheet - 6PK-8 - RENDERED ELEVATIONS.pdf; 3-KDHWWTP MPF Investment Company 1208 N Croatan Highway PSA (002).pdf; 4-KDH_water_sizing.pdf; 5-Drive-Thru Restaurant - Kill Devil Hills, NC (rev6-30-21).pdf; 5-dsx2-led.pdf; 6-P07116-base-REFUSE.pdf; 7-P07116-base-EX DA (2).pdf; 7-P07116-base-PROP DA.pdf; 0-P07116 - Transmittal-2021-07-06.pdf; 1-P07116-base.pdf; 2-210327_Kill Devil Hills_07062021_blank.pdf
Importance:	High

Good Morning All,

Attached is: **SITE PLAN TECHNICAL REVIEW (2)** – Drive Thru Restaurant at 1208 S Croatan Hwy– The *REVISED* plan calls for a demolition of the existing retail shopping center building and associated parking lot, and construction of a new 2,500 Sq. Ft. Drive-Thru Restaurant, 25 Parking Spaces, Two Drive-Thru Aisles and associated site modifications. The proposed Restaurant is a permitted use in the Commercial Zone (O) *Restaurant*. The proposed plan includes maintaining the existing drive aisle connections to the two adjacent parcels (Autozone and Walgreens), and modifying the existing entrance from US 158. Attached you will find a *REVISED* submittal including commercial site plan application, proposed site plan, architectural plan, lighting plan, site narrative and stormwater calculations, willingness to serve from KDHWWTP, LLC, NCDOT permit package, and response to Staff Technical Review (1) comments.

Please review the plans with respect to your department's responsibilities and submit written comments to the Planning Department by **CLOSE OF BUSINESS** on **Monday July 12, 2021**. Your comments are important and will be reviewed by the Planning Board and Board of Commissioners.

One hard copy has been sent to each department. Additional copies can be provided upon requires or reviewed here in the Planning Department.

Thanks in advance for your cooperation.

Cameron Ray, CFM
Assistant Planning Director
PO Box 1719
Kill Devil Hills, NC 27948
252-449-5311 phone
252-441-4102 fax
www.kdhnc.com

DocuSign Envelope ID: 56ECF047-7B6A-4225-B2EF-18DF1F820822

PURCHASE AND SALE AGREEMENT
For
ADDITIONAL SEWER CAPACITY

WHEREAS, KDHWWTP, LLC, ("KDHWWTP" as "Seller") is the owner and franchised operator of a wastewater treatment plant located in Kill Devil Hills, NC and

WHEREAS, in its treatment plant, KDHWWTP currently has unused and available wastewater treatment capacity which is available for sale to existing and future customers, and

WHEREAS, MPF Investment Company and or assigns hereafter referred to as "Purchaser," has a contract to purchase the property which is the subject of this agreement and located at 1208 South Croatan Highway in Kill Devil Hills, NC 27948, which Legal Description is Dare County Parcel Number 004331000 and PIN 988312961635. There is currently 600 gpd allocated to the subject property and the Purchaser desires to purchase an additional 800 gpd of the unused and available treatment capacity belonging to KDHWWTP to redevelop the property, which is located within the Public Utilities Service Area. This Agreement is specifically contingent on the Purchaser taking title to the property referenced above or shall be considered void.

WITNESSETH:

1. **Purchase and Sale.** Purchaser hereby agrees to purchase, and Seller agrees to sell, capacity in the KDHWWTP treatment plant, such purchase to consist of the right to use an additional 800 gallons per day ("gpd") of the plant's treatment capacity.

2. **Purchase Price**. The purchase price for this purchase of capacity is $12.98 per gpd for a total purchase price of $10,384.00. In addition to the purchase price the purchaser shall be required to pay, by separate check, an additional $3,078.86 as required by the North Carolina Utilities Commission as the Gross-Up for Taxes on all Contributions in Aid of Construction for a total of $13,462.86. Full payment shall be made within thirty (30) days after the Purchaser takes title to the property.

3. **Connection to System; Succession**. It shall be Purchaser's responsibility to construct the necessary collection pipes and associated equipment, including any required lift stations and stand by generators, the location of which must be approved by the Public Utility, which are required to connect Purchaser's premises with Seller's existing plant facilities. Such construction shall meet standards prescribed by the North Carolina Department of Environmental Resources, Division of Environmental Quality and the Public Utility. Upon completion and upon request of the Seller all such pipes, lift stations, other equipment, easements and rights-of-way associated with the sewer lines and facilities, and any facility plans and specifications including as-built surveys shall be conveyed at no cost by the Purchaser to the Seller, or to any successor-in-interest of the Seller. Purchaser and Seller may convey their rights and obligations hereunder to third parties upon giving written notice to the other party.

4. **Paragraph Headings**. The underlined paragraph headings are for the convenience of the parties and are not part of the substance of this Agreement.

5. **Interpretation**. This Agreement shall be construed pursuant to the laws of the State of North Carolina.

DS JF DS EG

6. Entire Agreement. This Agreement represents the entire Agreement between the Purchaser and Seller regarding the subject matter of this Agreement. All prior discussions and negotiations are merged in this Agreement.

7. Dispute Resolution. In the event of disagreement or dispute concerning any of the terms of this Agreement, the Purchaser and Seller shall first attempt to negotiate a resolution themselves. If that fails, the parties will petition the North Carolina Utilities Commission for a resolution of the dispute. No lawsuits shall be filed by either party.

8. Amendment. This Agreement may be amended, in writing, with such written Amendment to be signed by both Purchaser and Seller or their respective successor(s) in interest.

9. Date of Agreement. This Agreement is executed on or as of 7/6/2021 7/6/2021

SELLER

KDHWWTP, LLC

By: DocuSigned by: Eddie Goodrich F477256CDBFE4F8...
George E. Goodrich
Manager

PURCHASER

MPF Investment Company

By: DocuSigned by: Jeff Fabricant 423814236F1247A... (Name)
(Title)

Town of Kill Devil Hills

Water Meter Service Sizing Forms – Water Customer data Sheet

Customer: Jeff Fabrikant Address: _____

Building Address: 1208 South Croatan Highway Zip Code: 27948

Lot: _____ Block: _____ Section: _____ Subdivision: _____

Type of Occupancy: Commercial Restaurant

Fixture	Fixture Value 35 P.S.I.	=	# of Fixtures	=	Fixture Value
Bathtub	8	=		=	
Bedpan Washers	10	=		=	
Combination Sink & Tray	3	=		=	
Dental Unit	1	=		=	
Dental Lavatory	2	=		=	
Drinking Fountain – Cooler	1	=		=	
Drinking Fountain – Public	2	=	1	=	2
Kitchen Sink – ½" Connection	3	=	2	=	6
Kitchen Sink – ¾" Connection	7	=		=	
Lavatory – 3/8" Connection	2	=	2	=	4
Lavatory – ½" connection	4	=		=	
Laundry Tray – ½" Connection	3	=		=	
Laundry Tray – ¾" Connection	7	=		=	
Shower Head (Shower Only)	4	=		=	
Service Sink – ½" Connection	3	=	1	=	3
Service Sink – ¾" Connection	7	=		=	
Urinal – Pedestal Flush Valve	35	=		=	
Urinal – Wall Flush Valve	12	=		=	
Urinal – Trough (2 ft. unit)	2	=		=	
Wash Sink (each set of faucets)	4	=	3	=	12
Water Closet – Flush Valve	35	=		=	
Water Closet – Tank Type	3	=	2	=	6
Dishwasher – ½" Connection	5	=		=	
Dishwasher – ¾" Connection	10	=		=	
Washing Machine – ½" Connection	5	=		=	
Washing Machine – ¾" Connection	12	=		=	
Washing Machine - 1" Connection	25	=		=	
Hose Connection (Wash Down) – ½"	6	=	2	=	12
Hose Connection (Wash Down) – ¾"	10	=		=	
Hose (50ft Wash Down) – ½"	6	=		=	
Hose (50ft Wash Down) 5/8"	9	=		=	
Hose (50ft Wash Down) – ¾"	12	=		=	

COMBINED FIXTURE TOTAL	45

Swimming Pool – size/water Connection _____	Total GPM	=	
Ornamental Sprinkler - # of Heads _____	Total GPM	=	
Fire Suppression Sprinklers - # of Heads _____	Total GPM	=	
Other uses such as Saunas, Whirlpools, Etc,:	Total GPM	=	
	Total GPM	=	
	Total GPM	=	
Customer Peak Demand from sizing book by Press.	Total GPM	=	
TOTAL FIXTURE DEMAND IN GALLONS PER MINUTE	Total GPM	=	

NOTE: THIS FORM MUST BE COMPLETED BEFORE SERVICE IS PURCHASED!

Person Completing Form

6/28/2021

Date

Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING

SINCE 1959

P.O. Drawer 870
Kitty Hawk, NC 27949
Phone: 252-491-8147
Fax: 252-491-8146
web: quible.com

June 28, 2021

Caitlin Spear
NCDOT
1929 North Road St.
Elizabeth City, NC 27909

Re: Right of Way Encroachment &
Driveway Access Agreement
1208 S Croatan Highway
Kill Devil Hills, Dare County, NC

Ms. Spear,

On behalf of MPF Investment Company, Quible & Associates, P.C. hereby submits for your review and approval a Right of Way Encroachment Agreement and Driveway Access Permit Application for a drive-through restaurant along Croatan Highway in Kill Devil Hills, Dare County.

The following is attached and shall be considered part of this package:

- One (1) digital copy of the executed Street and Driveway Access Permit Application;
- One (1) digital copy of the executed Right of Way Encroachment Agreement;
- One (1) digital copy of the COVID Workforce Safety form;
- One (1) digital copy of the Plan Set Sheets 1, 2, and 6.

At your earliest convenience, please review and do not hesitate to contact me by email at csaunders@quible.com or by phone at (252) 202-7112 should you have any questions or require any additional information.

Thank you for your time and attention to this project.

Sincerely,
Quible & Associates, P.C.

Cathleen M. Saunders, P.E.

Encl.: as stated
Cc: Jeff Fabrikant, MPF Investment Company, LLC
File

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No.	Date of Application	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
County:		
Development Name: Drive-Thru Restaurant		

LOCATION OF PROPERTY:

Route/Road: 1208 S. Croatan Highway (US 158)

Exact Distance 4,015 ☐ Miles ☒ Feet N ☐ S ☒ E ☐ W ☐

From the Intersection of Route No. US 158 and Route No. SR 1217 (Colington) Toward Nags Head

Property Will Be Used For: ☐Residential /Subdivision ☒Commercial ☐Educational Facilities ☐TND ☐Emergency Services ☐Other

Property: ☒ is ☐ is not within Commercial City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	MPF Investment Company	NAME	
SIGNATURE		SIGNATURE	Kate Hallberg
ADDRESS	102 W. Airstrip Rd.	ADDRESS	1860 Hilden Street
Kill Devil Hills	~~Kitty Hawk~~, NC 27948 Phone No. 9179402894		Washington DC 20016

AUTHORIZED AGENT		WITNESS	
COMPANY	Quible + Assoc., P.C. - Cathleen S.	NAME	Mark R. Saunders, Jr.
SIGNATURE		SIGNATURE	
ADDRESS	8460 Caratoke Hwy., Bldg. 400	ADDRESS	13808 Sandy Oak Rd
	Powells Point, NC Phone No. (252) 202-7112		Chester, VA 23831

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE TITLE DATE

APPLICATION APPROVED BY NCDOT

SIGNATURE TITLE DATE

INSPECTION BY NCDOT

SIGNATURE TITLE DATE

COMMENTS:

ROUTE	US 158 (S. Croatan Hwy	PROJECT	Drive-Thru Restaurant	COUNTY OF	STATE OF NORTH CAROLINA Dare

DEPARTMENT OF TRANSPORTATION

-AND-

MPF Investment Company

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this ____ day of June 20 21 by and between the Department the of Transportation, party of the first part; and MPF Investment Company party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US 158 (Croatan Highway), located At 1208 South Croatan Highway with the construction and/or erection of: 24 lf of 4' Sidewalk, 1740 sf Driveway Entrance, and water connection installation, and roadway entrance.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the

grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

MPF Investment Company

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

WORKFORCE SAFETY PLAN FOR ENCROACHMENT ACTIVITIES: COVID-19

EFFORTS THE N.C. TRANSPORTATION INDUSTRY IS TAKING TO STOP THE SPREAD OF COVID-19

The North Carolina Department of Transportation (NCDOT) and their partners expect all parties involved in the delivery of transportation projects to abide by the guidelines issued from the Centers for Disease Control and Prevention (CDC) and the North Carolina Department of Health and Human Services (NCDHHS).

Response to COVID-19 is rapidly evolving; new information and guidelines may be issued from the CDC, NCDHHS, or other state or federal agencies. NCDOT and their partners should review the current CDC and NCDHHS guidance, including the resources listed at the end of this document, for up-to-date information on how to respond to COVID-19. Additional guidelines may be issued by state or federal agencies that should be followed in addition to the guidance included in this document.

Though certain Americans with Disabilities Act (ADA) requirements have been relaxed in response to the pandemic, employers must still maintain all information about employee illness as a confidential medical record in compliance with the ADA. If an employee is suspected of having or tests positive for COVID-19, it is essential that management keep the identity of the employee and details related to the employee's health confidential.

Below are precautions required by NCDOT and from encroaching parties and their contractors performing construction within NCDOT Rights of Way. The term employee refers to any person on a job site within NCDOT right of way for the purpose of constructing or inspecting the work related to construction of a facility under an approved encroachment agreement and where that employee may or may not be under employment by or under contract to NCDOT.

EMPLOYEE WELLNESS

- If an employee has not yet reported to work and develops any COVID-19 symptoms (i.e. fever, coughing, or shortness of breath) — STAY HOME and immediately:
    - Call a health care provider
    - Self-Isolate
    - Communicate with your supervisor
    - Remain calm and follow all instructions from your health care provider
- Employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work, or become sick during the day, should be separated from others and sent home immediately. The potentially affected employees should immediately follow the steps outlined above, which includes immediately contacting a health care provider.
- Should an employee show symptoms of acute respiratory illness or be diagnosed with COVID-19, all other employees who have worked in close proximity to the affected employee during the last 14

days and all encroachment points of contact indicated at the end of this plan should be notified of potential exposure to the disease without identifying the affected employee.

- Consideration should be given to employees at "High Risk" of severe illness from COVID-19, who, per NCDHHS, include employees:
    - Over 65 years of age, **OR**
    - With underlying health conditions including heart disease, lung disease, or diabetes, **OR**
    - With weakened immune system
- "High Risk" Employees should be given the opportunity to discuss alternate work arrangements/duties with their employer or take leave according to their company policies.
- For guidance on confirmed positive tests for COVID-19, refer to the most recent version of the "COVID-19 Guidance for Employees on Encroachment Job Sites within NCDOT Right of Way" located on last page of this plan.

PERSONAL HYGIENE

- Clean hands often by washing with soap and water for 20 seconds. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains 60%-95% alcohol may be used.
- Avoid touching your eyes, nose, mouth, or other parts of your face.
- Do not breathe, cough, or sneeze on another person or into the open air. Employees should cover their noses and mouth with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- A facemask for covering nose and mouth is encouraged on the job site.
- Appropriate gloves are encouraged while performing functions of the job.

CLEANING/DISINFECTING

- Wash stations and/or hand sanitizer are encouraged on each project site.
- Appropriate cleaning staff should clean frequently touched surfaces and objects with disinfectants at a minimum of once per day.
    - Office/buildings: door knobs, light switches, phones, computers/keyboards, copy machines, elevator buttons, toilets, faucets, sinks, countertops, paper towel dispensers, desktops, handrails, folders, vending machines, counters, tables, cabinets/knobs, etc.
    - Shop Yard/Jobsite: vehicle/equipment door handles, keys, gear shifts, steering wheel/operator controls and levers, fuel pump dispensers, touch points on machinery, etc.
    - Electronic equipment: cell phones, computers, keyboards, etc.
- Appropriate cleaning staff should sanitize/disinfect facilities and work areas after persons suspected/confirmed to have COVID-19 have been in the facility or work area.

- It is recommended to close off access to areas used by the ill persons and wait as long as practical, 24 hours if possible, before beginning cleaning and disinfection to minimize potential for exposure to respiratory droplets. Open outside doors and windows to increase air circulation in the area if possible.
- Appropriate cleaning staff should clean and disinfect all areas used by the ill persons, focusing especially on frequently touched surfaces.

GENERAL

- Increase communication measures between all parties regarding schedule, daily activities, etc. to reduce/minimize worker exposure in accordance with but not limited to the requirements below.
- Minimize on-site personnel such as subcontractors, work crews, QC personnel, and inspection staff to those required for that day's activities. If work is postponed or cancelled, immediately notify appropriate parties.
- Practice "Social Distancing" whenever feasible. Social Distancing is designed to limit the spread of a disease by reducing the opportunities for close contact between people. All personnel have the responsibility to remind each other to stay 6 feet or more apart. Examples of Social Distancing include:
  - Reducing face-to-face exposure by using conference calls and video conferencing
    - If an in-person meeting is absolutely required and cannot be rescheduled or attended remotely, the meeting is limited to a maximum of 10 people while maintaining Social Distancing of 6 feet or more.
  - Avoiding unnecessary travel
- Do not congregate at lunch or breaks. Bringing your lunch is encouraged.
- No communal coolers or drink stations are allowed. Supervisors should confirm with employees prior to beginning work for appropriate hydration and nutrition availability to employees for the duration of the employee's shift and without direct contact with others on the job site.
- First line of communication should be by phone, rather than in-person.
- Do not shake hands.
- Do not share iPads, tablets, pens, or clipboards for signing or any other purpose. Take pictures as proof of attendance at meetings.
- Sharing of Personal Protective Equipment (PPE) is strictly prohibited.
- Vehicles, equipment, and tools
  - Limit the number of people riding in a vehicle together.
  - Wipe down and disinfect vehicles after each trip.
  - As much as possible, do not share tools or equipment. If a tool or piece of equipment must be shared, the parts of it that are touched should be sanitized between uses.

RETURN TO WORK

- The following criteria must be followed for an employee who is tested for Covid-19, or asked to self-quarantine by health officials, or has contact with another employee with a positive test result to return to work:
  - at least a 14-day quarantine; **OR**
  - release by a health care provider.
- In accordance with CDC guidance, the following criteria must be followed for an employee with a positive test result to return to work:
  - at least 14 days from positive test notification; **AND**
  - at least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms (e.g., cough, shortness of breath); **AND**
  - at least 7 days have passed since symptoms first appeared.

NCDOT may require certification of fitness to work from a health care provider.

ADDITIONAL RESOURCES

NCDOT and their partners should review the CDC and NCDHHS resources listed below for up-to-date information on how to respond to COVID-19. Additional guidelines may be issued by state or federal agencies that should be followed in addition to the guidelines included in this document.

- NCDHHS COVID-19 Resources:
  - https://www.ncdhhs.gov/divisions/public-health/coronavirus-disease-2019-covid-19-response-north-carolina
- NCOSHR Communicable Disease Emergency Policy
  - https://oshr.nc.gov/policies-forms/workplace-wellness/communicable-disease-emergency
- OSHA Guidance on Preparing Workplaces for COVID-19
  - https://www.osha.gov/Publications/OSHA3990.pdf
- CDC COVID-19 Resources:
  - https://www.cdc.gov/coronavirus/2019-ncov/index.html

AGREEMENT

The encroaching party shall adhere to the requirements of this plan in order to continue work under their approved encroachment agreement. Violations to this plan could result in the violating entity not being allowed to continue work or all work ceasing as determined by the NCDOT District Engineer or Resident Engineer.

PROJECT POINTS OF CONTACT

NCDOT Encroachment ID#: _____

NCDOT

Name: _____

Phone #: _____

Encroaching Party (Primary Contact)

Name: Brad Capps - Titan Construction, Inc

Phone #: (804) 931-1726

Primary Contractor to Encroaching Party (Point of Contact)

Name: Brad Capps - Titan Construction, Inc

Phone #: (804) 931-1726

COVID-19 Guidance for Employees on Encroachment Job sites within NCDOT Right of Way				
Relationship to Confirmed POSITIVE Test		**CONTACT GROUP**		
		What YOU Should Do	**What your CREW Should Do** *Exposure within 6' and longer than 10 minutes*	**What PROJECT SITE Personnel Should Do** *No exposure within 6' and longer than 10 minutes*
Employee		Notify your supervisor Self-quarantine for 14 days	Advise of POSITIVE test without identifying the affected employee* Directly exposed crew self-quarantine for 14 days Continue hygiene & disinfecting measures	Advise of POSITIVE test without identifying the affected employee* Site personnel without direct contact may continue onsite work or follow their company policy Continue hygiene & disinfecting measures
Direct Contact *Interaction with an infected person within 6' and longer than 10 minutes*		Self-quarantine for 14 days	Advise of POSITIVE test without identifying the affected employee* Crew may continue onsite work or follow their company policy Continue hygiene & disinfecting measures	Advise of POSITIVE test * Continue hygiene & disinfecting measures
Secondary Contact		You may continue onsite work or follow your company policy Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures
Two or more Persons Removed from Contact		Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures	Continue hygiene & disinfecting measures
***Notification Protocol** *(Comply with HIPAA & ADA confidentiality requirements)*	NCDOT employee / agent tests POSITIVE	NCDOT District Engineer/Resident Engineer notifies Encroaching Party's primary point of contact and Contractor Point of Contact, CDC and, if Resident Engineer has oversight for the job site, FHWA any Consultant Firms working for NCDOT Encroaching party representative notifies other Contractors, Sub-Contractors and Suppliers with exposed Employees		
	Encroaching Party or Contract crew member on job site tests POSITIVE	Encroaching party representative or Contractor point of contact notifies appropriate NCDOT District Engineer or Resident Engineer and all other Contractors, Sub-Contractors and Suppliers with exposed Employees NCDOT notifies CDC, and as appropriate, FHWA and any Consultant Firms working for NCDOT		

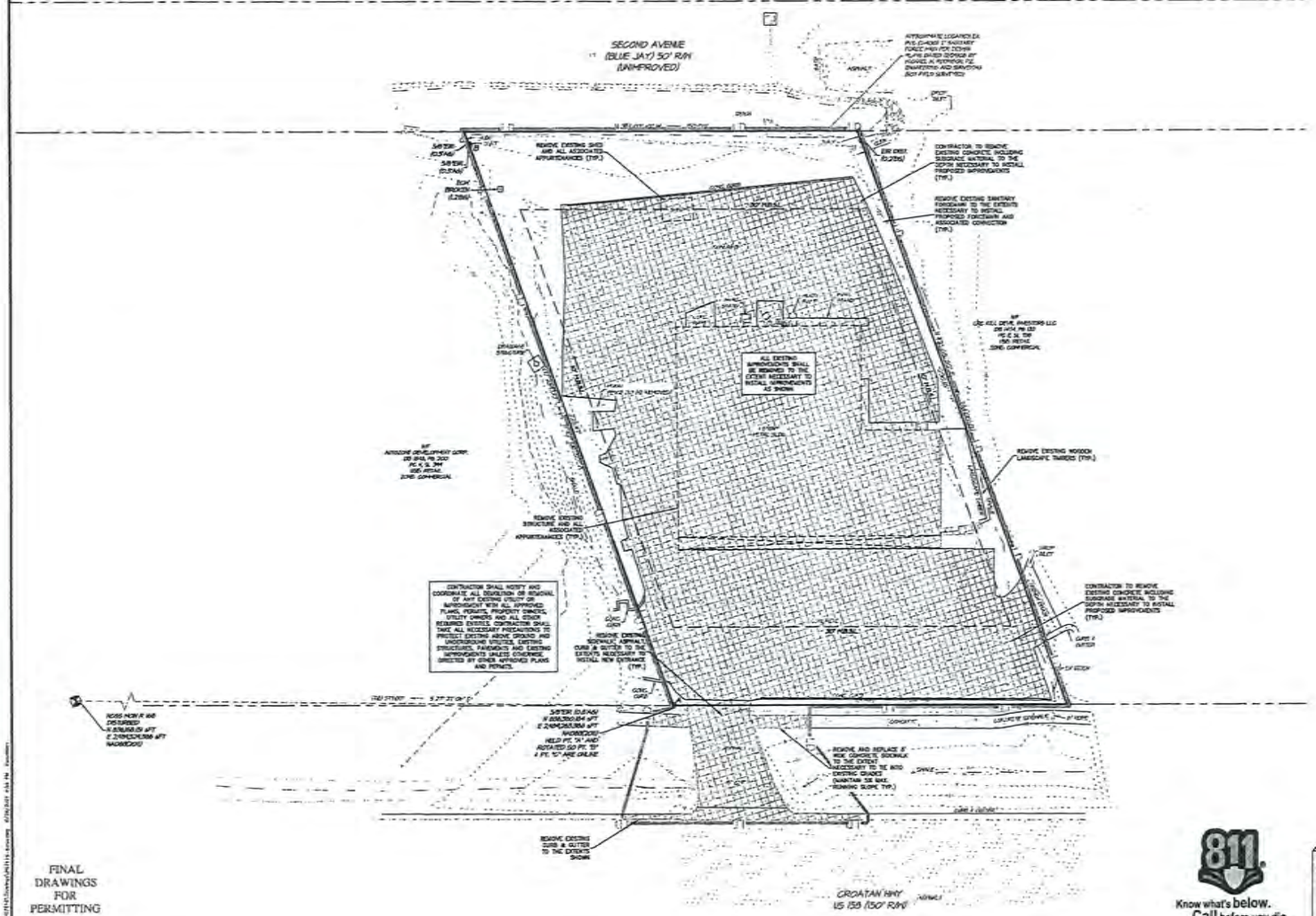
SHEET INDEX

1 EXISTING CONDITIONS & DEMOLITION PLAN
2 UTILITY PLAN
3 GRADING PLAN
4 SESC PLAN
5 SITE & LANDSCAPING PLAN
6 SITE & UTILITY DETAILS
7 WASTEWATER DETAILS
8 SESC DETAILS

LEGEND

- EXISTING ASPHALT PAVEMENT
- EX. TELEPHONE PEDESTAL
- EX. CABLE TV BOX
- EX. UTILITY POLE
- EX. DRAINAGE PIPE
- EX. NG GAS LINE
- EX. WATER LINE
- EX. SANITARY SEWER LINE
- EXISTING CONTOUR
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED DEMOLITION

VICINITY MAP (KILL DEVIL HILLS)
N.T.S.



NOTES

1. CURRENT OWNER:
2. APPLICANT:
3. ENGINEER:
4. PIN: 9802-00-04-6021 / PIN: 9802-00-04-6021
5. PROPERTY ADDRESS: 1208 S. CROATAN HWY.
6. PROPERTY ZONED: COMMERCIAL
7. MAXIMUM ALLOWABLE LOT COVERAGE = 65%
8. LOT AREA = 33,020 SF / 0.76 ACRES (AREA BY COORDINATE METHOD)
9. SUBJECT PARCEL(S): 00 KIL, PV 132.
10. ADDITIONAL REFERENCES: PC 3, 5, 16.
11. TOPOGRAPHIC INFORMATION BASED ON FIELD SURVEY BY DUBLE & ASSOCIATES, P.C. DATED 05/12-16/2017 AND REFERENCED 1988 VERTICAL HORIZONTAL DATUM IN NAVD(2013).
12. PROPERTY IS LOCATED IN NFIP FLOOD ZONE "X" AND SUBJECT TO CHANGES BASED ON COMMUNITY (ID NO. 370134) PANEL 9862, SUFFIX E, (MAP NUMBER 37094862000) EFFECTIVE DATE: 06/19/2012.
13. THIS PLAN SHALL BE SUBJECT TO ALL ASPECTS, INCLUDING BUILDING SETBACK RESTRICTIONS, EASEMENTS, ENCUMBRANCES, ETC., THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH.

DEMOLITION NOTES:

1. CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND SERVICES – TO INCLUDE BUT NOT LIMITED TO ELECTRIC, CABLE, TELEPHONE, GAS, SANITARY SEWER AND WATER – AND SHALL COORDINATE PROPER PROTECTION AND/OR RELOCATE WITH APPROPRIATE OWNER/UTILITY COMPANY.
2. CONTRACTOR SHALL VISUALLY VISIT THE SITE AND BE FAMILIAR WITH THE SCOPE OF DEMOLITION REQUIRED. ALL DEMOLITION WORK REQUIRED TO CONSTRUCT NEW IMPROVEMENTS WILL BE PERFORMED BY THE CONTRACTOR AND BE UNCLASSIFIED EXCAVATION.
3. DEMOLITION SHALL INCLUDE BUT IS NOT LIMITED TO THE EXCAVATION, HAULING AND DEPOSITING OF MATERIALS OR VEGETATION CLEARED AND STUMPED TO THE EXTENT NECESSARY FOR THE INSTALLATION OF NEW IMPROVEMENTS AND WITHIN THE LIMITS OF CLEARING AND GRADING, COORDINATE WITH APPROPRIATE DRAWINGS.
4. THE CONTRACTOR SHALL PROTECT ALL PROPERTY AND STRUCTURES AND UTILITIES ON THE PROPERTY NOT TO BE DEMOLISHED. DAMAGE TO THE PROPERTY DUE TO THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED IN KIND BY THE CONTRACTOR AT NO COST TO THE OWNER.
5. ALL EXISTING IMPROVEMENTS INDICATED OR REQUIRED TO BE DEMOLISHED SHALL INCLUDE REMOVAL FROM PROJECT SITE.
6. EXISTING PAVEMENT, CURB AND GUTTER, LIGHTS, FENCES, VEGETATION AND UTILITIES NOT INTENDED FOR DEMOLITION SHALL BE MAINTAINED, PROTECTED, AND SUPPORTED DURING DEMOLITION. CONTRACTOR SHALL REMEDIATE THE REMOVAL BY REPAIRING DAMAGED PAVEMENT AND CURB AND GUTTER WITH THE SITE PLAN.
7. SAWCUT SAW CUT OF EXISTING PAVEMENTS, CURBS AND GUTTERS TO BE DEMOLISHED SHALL BE PERFECT.
8. ALL DEMOLITION WORK SHALL BE DONE IN STRICT ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS AS WELL AS OSHA REGULATIONS.
9. CONTRACTOR'S ACTIVITIES SHALL NOT IMPEDE USAGE OF PARKING/ACCESS TO ADJACENT PROPERTIES. COORDINATE WITH OWNER MAINTENANCE OF TRAFFIC/PEDESTRIAN CIRCULATION DURING CONSTRUCTION.
10. MAINTAIN POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES DURING DEMOLITION.
11. DEMOLITION SHALL NOT BEGIN UNTIL WRITTEN AUTHORIZATION IS RECEIVED FROM THE OWNER AND CONTRACTOR HAS OBTAINED PERMITS FROM ALL LOCAL, STATE, AND FEDERAL AGENCIES HAVING JURISDICTION TO OVERSEE DEMOLITION WORK.
12. DEMOLITION PLAN DOES NOT PURPORT TO SHOW ALL OBJECTS OR STRUCTURES EXISTING ON THE SITE. THE CONTRACTOR SHALL VISUALLY VISIT THE SITE TO VERIFY THE EXISTENCE AND LOCATION OF ALL OBJECTS AND IMPROVEMENTS WITHIN THE LIMITS OF WORK. CONTRACTOR SHALL COORDINATE ALL UTILITY DISCONNECTION, I.E. SANITARY SEWER, WATER, GAS, TELEPHONE, ELECTRIC, ETC.) TO INCLUDE, BUT NOT LIMITED TO, ANY OTHER COMMITMENTS AS NECESSARY FOR DEMOLITION WITH THEIR RESPECTIVE UTILITY OWNERS. ALL UTILITIES, ABOVE, ON OR BELOW GROUND, SHALL BE REMOVED AS POINTED ON THE PLAN AND SHALL MEET ALL REQUIREMENTS OF UTILITY OWNERS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH UTILITY OWNERS TO ENSURE THAT ALL UTILITIES ARE PROPERLY DISCONNECTED. DISCONNECTION OF ALL UTILITIES UNDER THE RESPONSIBILITY OF THE UTILITY OWNER IS TO BE COORDINATED WITH THE UTILITY OWNER. NORTH CAROLINA 811 WILL LOCATE ALL UTILITIES WITHIN THE VICINITY OF THE SITE.
13. EXISTING WATER METERS, ELECTRICAL TRANSFORMERS, TELECOMMUNICATION TOWERS, ETC. ARE THE PROPERTY OF THE UTILITY COMPANIES OWNERS. THE SIZE AND CONTRACTOR TO BE REMOVED BY THE UTILITY COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE OR LOSS OF SAME.
14. WHEN EXISTING PAVEMENT SHALL PERTAIN, CONCRETE, CURB, STRIPE, PAVEMENT, SIDEWALK, CURB, OR CURB AND GUTTER ARE INDICATED TO BE REMOVED CONTRACTOR SHALL INCLUDE THE REMOVAL OF SAME AREAS, DOWN TO SUB-GRADE.
15. DEMOLITION PLAN DOES NOT GUARANTEE THE ACCURACY OR SUFFICIENCY OF THE DEMOLITION STRUCTURES AND MATERIALS IT WAS DEVELOPED TO ASSIST THE CONTRACTOR. IT IS EXPRESSLY STATED HEREIN THAT THE OWNER OR ENGINEER WILL NOT BE RESPONSIBLE FOR A MISINTERPRETATION OR CONCLUSION DRAWN THEREFROM BY THE CONTRACTOR.
16. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE ONLY IN A MANNER AND PATH PREVIOUSLY SUBMITTED OR APPROVED. PRIVATE PROPERTY AND/OR PUBLIC ROADWAY-OF-WAY. CONTRACTOR SHALL LEGALLY DISPOSE OF ALL DEMOLITION DEBRIS FROM THE PROJECT SITE TO A DISPOSAL SITE APPROVED BY ALL AUTHORITIES HAVING JURISDICTION.

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Quible & Associates, P.C.
Civil Engineers • Land Surveyors • Environmental Scientists • Surveyors
Kitty Hawk, NC 27949
Phone: (252) 261-3300
Fax: (252) 261-3313
Elizabeth City, NC 27909
Phone: (252) 338-4101
Fax: (252) 338-4104
www.quible.com

NORTH CAROLINA PROFESSIONAL SEAL — CERTIFICATION

NO.	DATE	REVISIONS

EXISTING CONDITIONS & DEMOLITION PLAN

DRIVE-THRU RESTAURANT
1208 S. CROATAN HWY
KILL DEVIL HILLS — DARE COUNTY — NORTH CAROLINA

PROJECT NO.	P07116
DESIGNED BY	CMS
DRAWN BY	CMS
CHECKED BY	MWS
ISSUE DATE	06/28/21

SHEET NO. 1 OF 8 SHEETS

FINAL DRAWINGS FOR PERMITTING ONLY

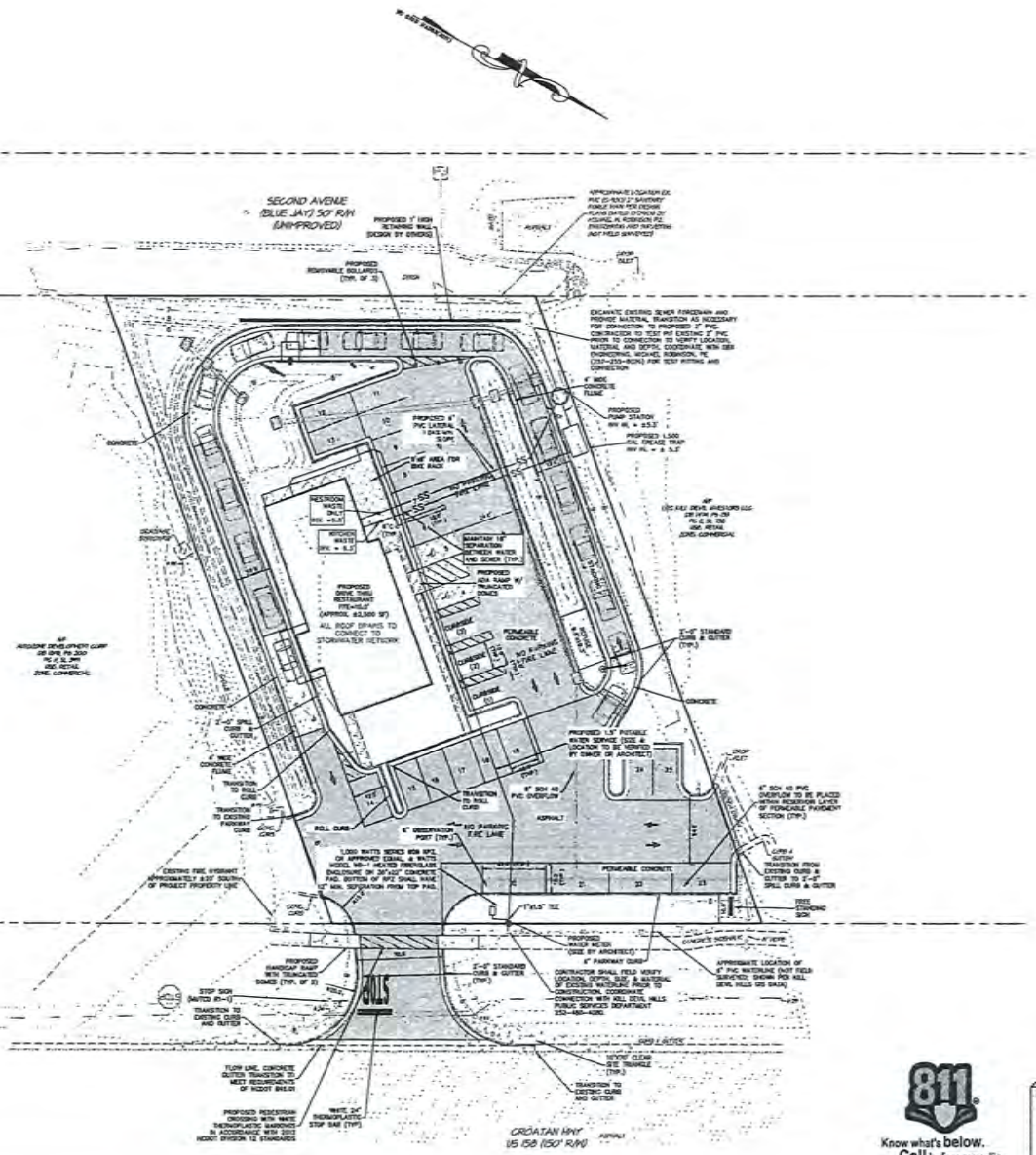
811 Know what's below. Call before you dig.

NOTE:
THE DATA GIVEN ON THESE PLANS IS BELIEVED TO BE ACCURATE, BUT THE ACCURACY IS NOT GUARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL LEVELS, LOCATIONS, TYPES, AND DIMENSIONS OF THE EXISTING UTILITIES PRIOR TO CONSTRUCTION. IF A DISCREPANCY IS FOUND, WORK SHALL CEASE AND THE ENGINEER NOTIFIED. WORK MAY CONTINUE UPON ENGINEERS NOTICE TO PROCEED.

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

NOTES

1. SURVEY OWNER: ROY C. PARKER & LEWIS D. PARKER PO BOX 44 KILL DEVIL HILLS 27948
2. APPLICANT: LOT SPOTTSWOOD COMPANY 100 N. MINERT RD. KITTY HAWK, NC 27949
3. ENGINEER: QUIBLE & ASSOCIATES, P.C. P.O. DRAWER 870 KITTY HAWK, NC 27949 CONTACT: CATHLEEN A. SAUNDERS, PE PHONE: (252) 261-8047 EMAIL: CSAUNDERS@QUIBLE.COM
4. PIN: 9003198630/ PID: 00420000
5. PROPERTY ADDRESS: 1208 S. CROATAN HWY
6. PROPERTY ZONED: COMMERCIAL
7. MAXIMUM ALLOWABLE LOT COVERAGE = NEE
8. LOT AREA = 35,001 SF / 0.80 ACRES (AREAS BY COORDINATE METHOD)
9. SUBJECT REFERENCES: DB 490, PG 123
10. ADDITIONAL REFERENCES: PC 2, SL 15
11. HORIZONTAL DATUM IS NAD83(2011), VERTICAL DATUM IS NAVD 1988.
12. PROPERTY IS LOCATED IN NFIP FLOOD ZONE "X" AND SUBJECT TO CHANGES, BASED ON FEMA/FIRM DFIRM MAP, 3720485 PANEL 0485J, DATED 6, [MAP NUMBER 3720485485J] EFFECTIVE DATE: 06/04/2020.
13. THIS PLAN SUBJECT TO ANY FACTS, INCLUDING BUILDING SETBACK RESTRICTIONS, EASEMENTS, CONDITIONS, ETC., THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH.
14. PROJECT SCOPE: POWERTRAIN AND CONSTRUCTION OF A 4,130 SQ.FT. DRIVE-THRU RESTAURANT WITH ASSOCIATED OUTDOOR SEATING (WITHOUT SERVICE), PARKING AND UTILITIES.
15. ALL UTILITIES FORMING THIS SITE WILL BE PLACED UNDERGROUND.
16. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
17. BUILDING CONSTRUCTION SHALL COMPLY WITH ALL ASPECTS OF THE NORTH CAROLINA BUILDING AND FIRE CODE.
18. EXISTING VEGETATION TO BE PRESERVED WHERE POSSIBLE.
19. THE LOCATION, DIMENSIONS, AND ELEVATION OF EXISTING UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE DATA AND ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DATA IN THE FIELD PRIOR TO CONSTRUCTION TO MINIMIZE OWN SATISFACTION. THE CONTRACTOR SHALL PERFORM ANY TEST PIT WORK OR PRIVATE LOCATION SERVICES AS REQUIRED TO AVOID CONFLICTS WITH EXISTING UTILITIES. CONTACT NORTH CAROLINA 811 (1-800-632-4949) AND KILL DEVIL HILLS PUBLIC SERVICES DEPARTMENT (252-449-6060) 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION TO MARK UTILITIES.
20. THE CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS FROM PROPOSED FEATURES TO EXISTING FEATURES AS NECESSARY.
21. THE CONTRACTOR SHALL SAW CUT THE EDGE OF EXISTING ASPHALT PAVEMENT WITH TACK COAT IN ACCORDANCE WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS WHERE NEW PAVEMENT JOINS EXISTING PAVEMENT.
22. ALL PAVEMENT JOINTS SHALL BE SAW-CUT PRIOR TO PAVING TO PROVIDE A STRAIGHT AND UNIFORM JOINT.
23. PROOF ROLL ALL NEW PAVED AREAS, NOTIFY OWNER AND ENGINEER OF ANY UNACCEPTABLE AREAS.
24. THIS PLAN SET TO BE UTILIZED FOR THE INSTALLATION OF SITE LAYOUT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, GRADING & DRAINAGE, INSTALLATION OF SUBGRADE CONTROL MEASURES, WATERWORK, AND WATER SYSTEM, FOR BUILDING DESIGN AND ASSOCIATED PLUMBING, SEE APPROPRIATE SEPARATE PLANS.
25. REMOVE TREES, GRASSES, SHRUBS, AND OTHER VEGETATION APPROPRIATELY OR DESTRUCTIVELY INTERFERING WITH INSTALLATION OF NEW CONSTRUCTION UNLESS OTHERWISE NOTED.
26. STORMWATER MANAGEMENT/BMP IS SUBJECT TO STATE STORMWATER PERMIT.
27. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL PROPERTY MONUMENTS DURING CONSTRUCTION. DISTURBED OR REMOVED PROPERTY MONUMENTS SHALL BE REPLACED BY A NORTH CAROLINA LICENSED PROFESSIONAL LAND SURVEYOR.
28. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE DRAWINGS, APPLICABLE STATE QUALITY ISSUES, KILL DEVIL HILLS STATE AND ORDINANCES, AND NOTES GOVERN OF ENERGY, MINERAL, AND LAND RESOURCES REGULATIONS.
29. ALL PAVEMENT MARKINGS, TEXT, AND DIRECTIONAL ARROWS SHALL BE PAINTED WHITE. ALL LETTERING SHALL BE 2 FT. IN HEIGHT (AND SHALL BE 4" WIDE. CROSSWALK AREAS SHALL MEET MUTCD DIVISION 12 STANDARDS.
30. WATER IS PROVIDED VIA KILL DEVIL HILLS WATER SYSTEM. ALL WATER IMPROVEMENTS SHALL BE IN ACCORDANCE WITH KILL DEVIL HILLS STANDARD WATER SPECIFICATIONS AND DETAILS.
31. SEWAGE TO BE COLLECTED VIA GRAVITY AND CONNECTED INTO EXISTING MANHOLE, U.C. CENTRAL SEWAGE INFRASTRUCTURE.
32. PROPOSED WASTEWATER FLOW:
    25 EMPLOYEES @ 8 GALLONS = 20 GPD/SEAT @ 60 SEATS
    TOTAL = 1,040 GALLONS PER DAY



LEGEND

- EXISTING ASPHALT PAVEMENT
- EX. TELEPHONE PEDESTAL
- EX. CABLE TV BOX
- EX. UTILITY POLE
- EX. DRAINAGE PIPE
- EX. UG GAS LINE
- EX. WATER LINE
- EX. SANITARY SEWER LINE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED PERMEABLE CONCRETE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED PERMEABLE PAVERS
- PROPOSED DROP INLET
- PROPOSED STORM PIPE
- PROPOSED FIRE HYDRANT
- PROPOSED BOLLARD & TEES
- PROPOSED GATE VALVE
- PROPOSED WATERLINE
- PROPOSED SANITARY SEWER
- PROPOSED CLEAN OUT
- PROPOSED SEWER MANHOLE

FINAL DRAWINGS FOR PERMITTING ONLY

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GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

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ENGINEERING • CONSULTING • PLANNING
SURVEYING/MAPPING • ENVIRONMENTAL
NORTH CAROLINA SURVEYING CERTIFICATION

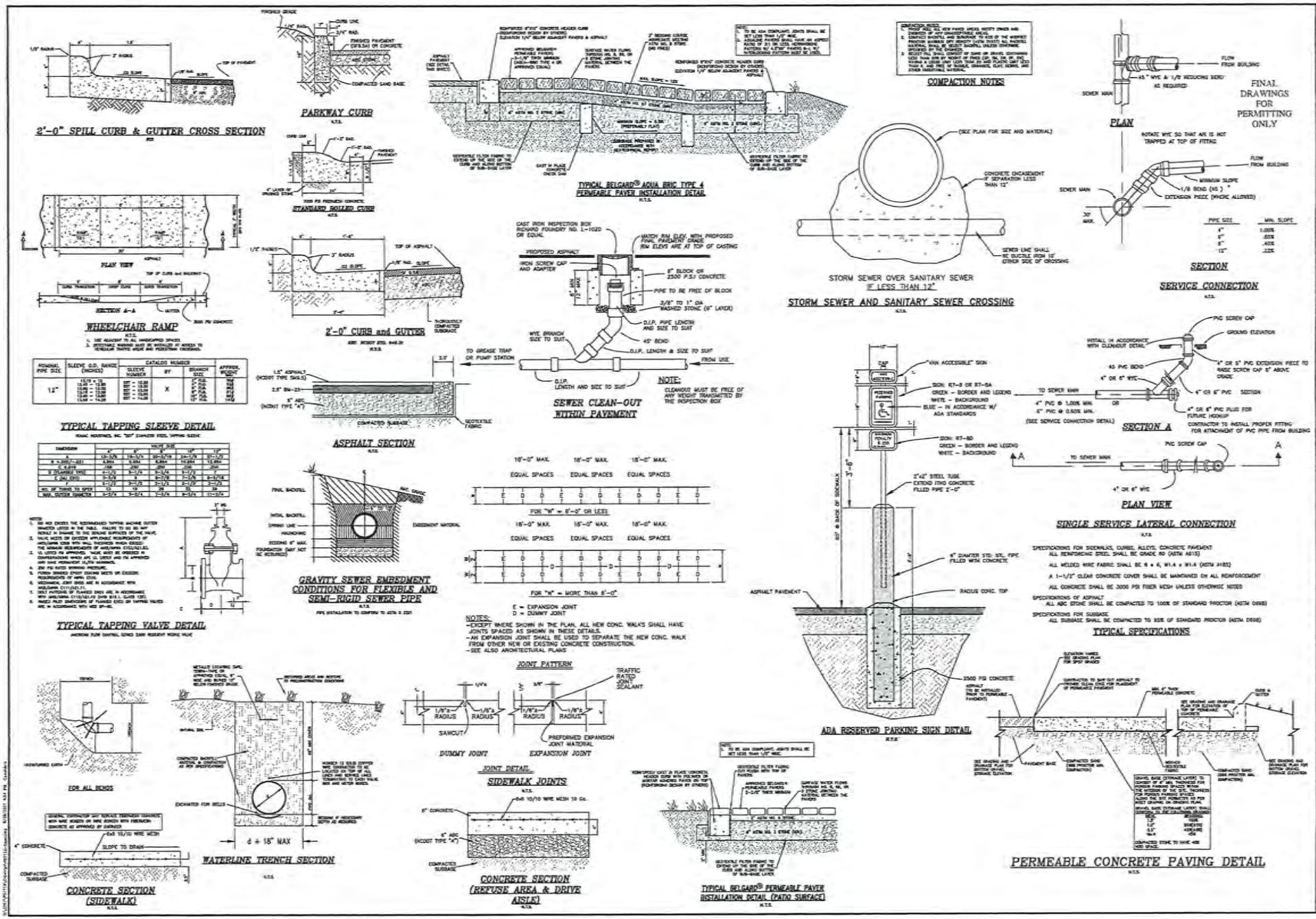
REVISIONS | DATE | REV.

UTILITY PLAN

DRIVE-THRU RESTAURANT
1208 S. CROATAN HWY
KILL DEVIL HILLS — DARE COUNTY — NORTH CAROLINA

PROJECT NO.	P07116
DOCKED BY	CMS
DRAWN BY	CMS
CHECKED BY	MWS
ISSUE DATE	06/28/21

SHEET NO. 2 OF 8 SHEETS


2'-0" SPILL CURB & GUTTER CROSS SECTION
PARKWAY CURB
TYPICAL BELGARD® AQUA ERIC TYPE 4 PERMEABLE PAVER INSTALLATION DETAIL
COMPACTION NOTES
PLAN
SECTION
SERVICE CONNECTION
FINAL DRAWINGS FOR PERMITTING ONLY
STANDARD BOLLED CURB
PLAN VIEW
WHEELCHAIR RAMP
2'-0" CURB and GUTTER
STORM SEWER OVER SANITARY SEWER IF LESS THAN 12"
STORM SEWER AND SANITARY SEWER CROSSING
TYPICAL TAPPING SLEEVE DETAIL
ASPHALT SECTION
SEWER CLEAN-OUT WITHIN PAVEMENT
NOTE: CLEANOUT MUST BE FREE OF ANY WEIGHT TRANSMITTED BY THE INSPECTION BOX
SECTION A
PLAN VIEW
SINGLE SERVICE LATERAL CONNECTION
TYPICAL TAPPING VALVE DETAIL
GRAVITY SEWER EMBEDMENT CONDITIONS FOR FLEXIBLE AND SEMI-RIGID SEWER PIPE
JOINT PATTERN
DUMMY JOINT
EXPANSION JOINT
JOINT DETAIL
SIDEWALK JOINTS
ADA RESERVED PARKING SIGN DETAIL
TYPICAL SPECIFICATIONS
FOR ALL BENDS
WATERLINE TRENCH SECTION
CONCRETE SECTION (SIDEWALK)
CONCRETE SECTION (REFUSE AREA & DRIVE AISLE)
TYPICAL BELGARD® PERMEABLE PAVER INSTALLATION DETAIL (PATIO SURFACE)
PERMEABLE CONCRETE PAVING DETAIL
Quible & Associates, P.C.
SITE & UTILITY DETAILS
DRIVE-THRU RESTAURANT
1208 S. CROATAN HWY
KILL DEVIL HILLS
DARE COUNTY
NORTH CAROLINA
P07116
CMS
CMS
MWS
06/28/21
SHEET NO. 6 OF 8 SHEETS

R &
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LS 27948

NT COMPANY
RIP RD.
NC 27948

OCIATES, P.C.
870
NC 27949
THLEEN M. SAUNDERS, PE
491-8147
DERS@quible.com

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TAN HWY

E = 65%

RES (AREAS BY COORDINATE METHOD)

133;

18.

, VERTICAL DATUM IS NAVD 1988.

OD ZONE "X" AND SUBJECT TO CHANGES. BASED ON
. 9883; SUFFIX K. (MAP NUMBER 3720988300K)

, INCLUDING BUILDING SETBACK RESTRICTIONS,
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BE OBTAINED FROM THE TOWN OF KILL DEVIL HILLS
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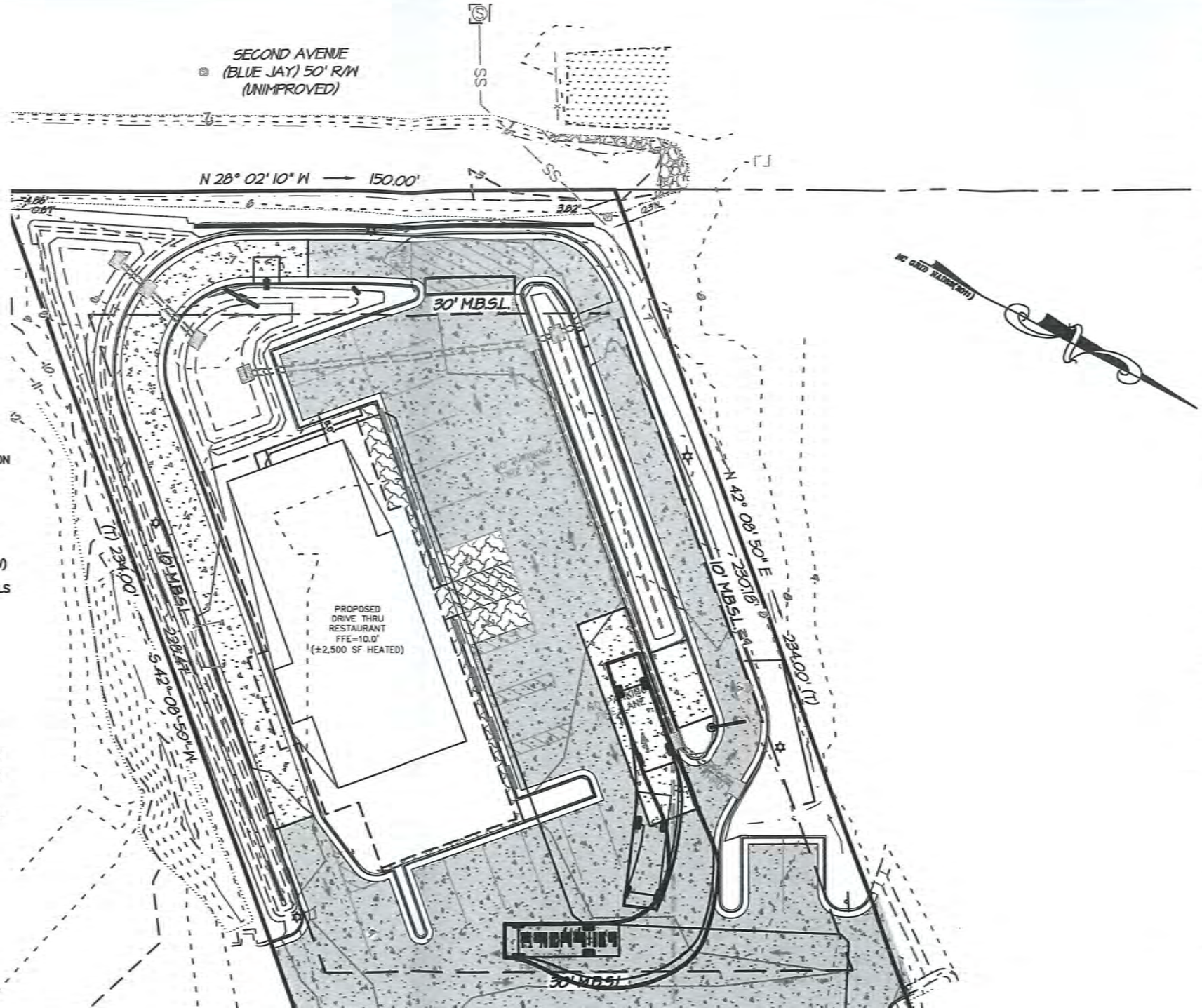
REFUSE	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 27.4



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90 Church St., Ste. B, Black Mountain, NC 28711
Phone: (828) 793-0398 Fax: (252) 491-8146
administrator@quible.com

REFUSE EXHIBIT

DRIVE-THRU RESTAURANT
KILL DEVIL HILLS, NC

KILL DEVIL HILLS — DARE COUNTY
NORTH CAROLINA

0 30' 60'
GRAPHIC SCALE IN FEET 1"=30'

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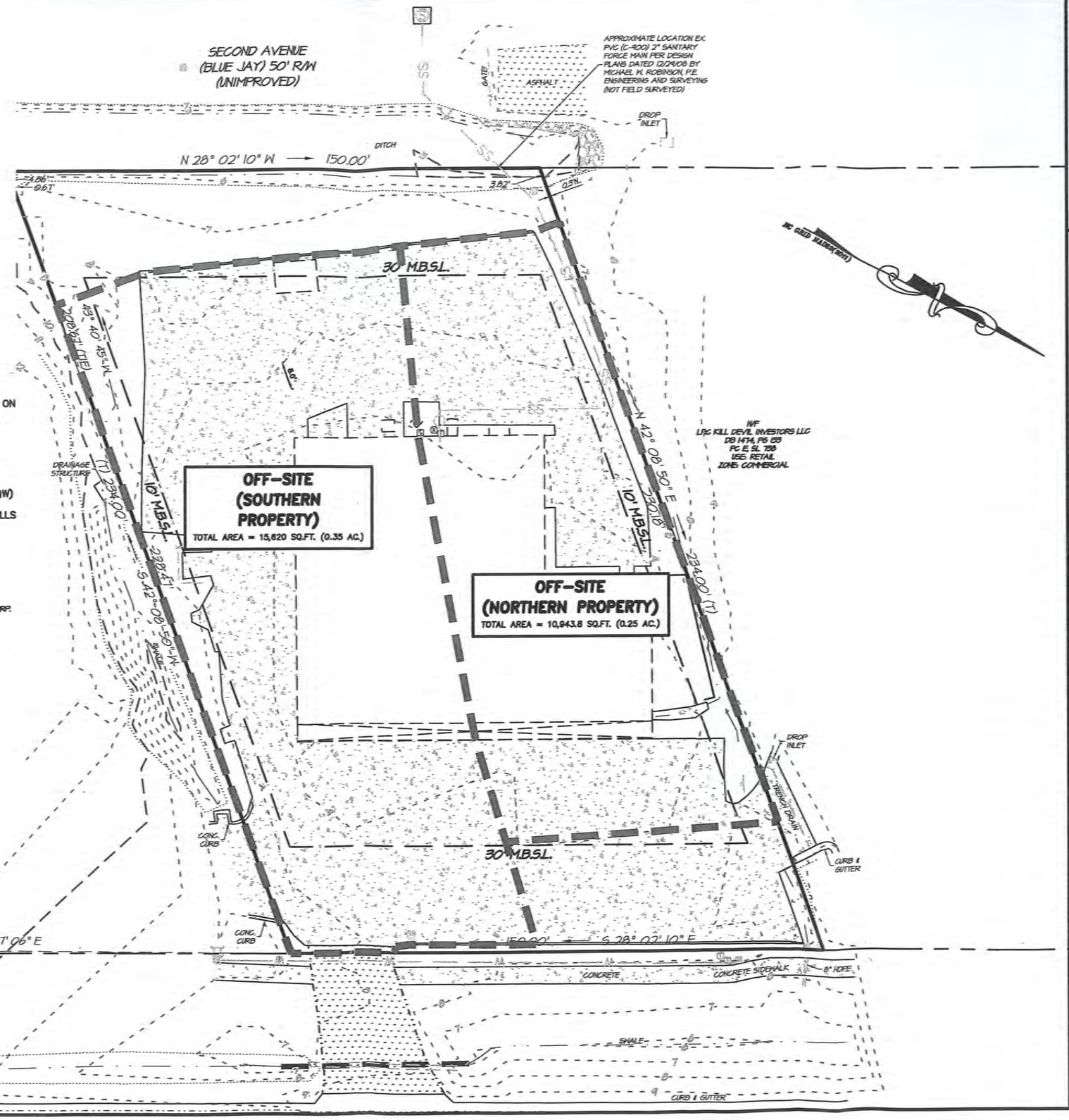
NOTES

1. CURRENT OWNER: ROY E. PARKER & LEVERN D. PARKER, PO BOX 49, KILL DEVIL HILLS 27948
2. APPLICANT: MPF INVESTMENT COMPANY, 102 W. AIRSTRIP RD., KITTY HAWK, NC 27948
3. ENGINEER: QUIBLE & ASSOCIATES, P.C., P.O. DRAWER 870, KITTY HAWK, NC 27949, CONTACT: CATHLEEN M. SAUNDERS, PE, PHONE: (252) 491-8147, EMAIL: CSAUNDERS@quible.com
4. PIN: 988312961635/ PID: 004331000
5. PROPERTY ADDRESS: 1208 S. CROATAN HWY
6. PROPERTY ZONED: COMMERCIAL
7. MAXIMUM ALLOWABLE LOT COVERAGE = 65%
8. LOT AREA = 33,021 SF / 0.76 ACRES (AREAS BY COORDINATE METHOD)
9. SUBJECT REFERENCES: DB 401, PG 133;
10. ADDITIONAL REFERENCES: PC 2, SL 18.
11. HORIZONTAL DATUM IS NAD83(2011), VERTICAL DATUM IS NAVD 1988.
12. PROPERTY IS LOCATED IN NFIP FLOOD ZONE "X" AND SUBJECT TO CHANGES. BASED ON COMMUNITY CID NO. 357348; PANEL 9883; SUFFIX K. (MAP NUMBER 3720988300K) EFFECTIVE DATE: 06/19/2020.
13. THIS PLAN SUBJECT TO ANY FACTS, INCLUDING BUILDING SETBACK RESTRICTIONS, EASEMENTS, COVENANTS, ETC., THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH.
14. PROJECT STORMWATER RUNOFF ULTIMATELY DRAINS TO THE ROANOKE SOUND (SA;HQW)
15. A LAND DISTURBANCE PERMIT MUST BE OBTAINED FROM THE TOWN OF KILL DEVIL HILLS IN ADVANCE OF ANY DISTURBANCE ONSITE.



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Phone: (828) 793-0398 Fax: (252) 491-8146
administrator@quible.com

EXHIBIT A - EXIST DEV. DRAINAGE AREA MAP

DRIVE-THRU RESTAURANT

KILL DEVIL HILLS, NC

KILL DEVIL HILLS | NORTH CAROLINA | DARE COUNTY

0 30' 60'
GRAPHIC SCALE IN FEET 1"=30'

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PROJECT	DRAWN BY	CHECKED BY	DATE
P07116	CMS	MWS	07/06/21

NOTES

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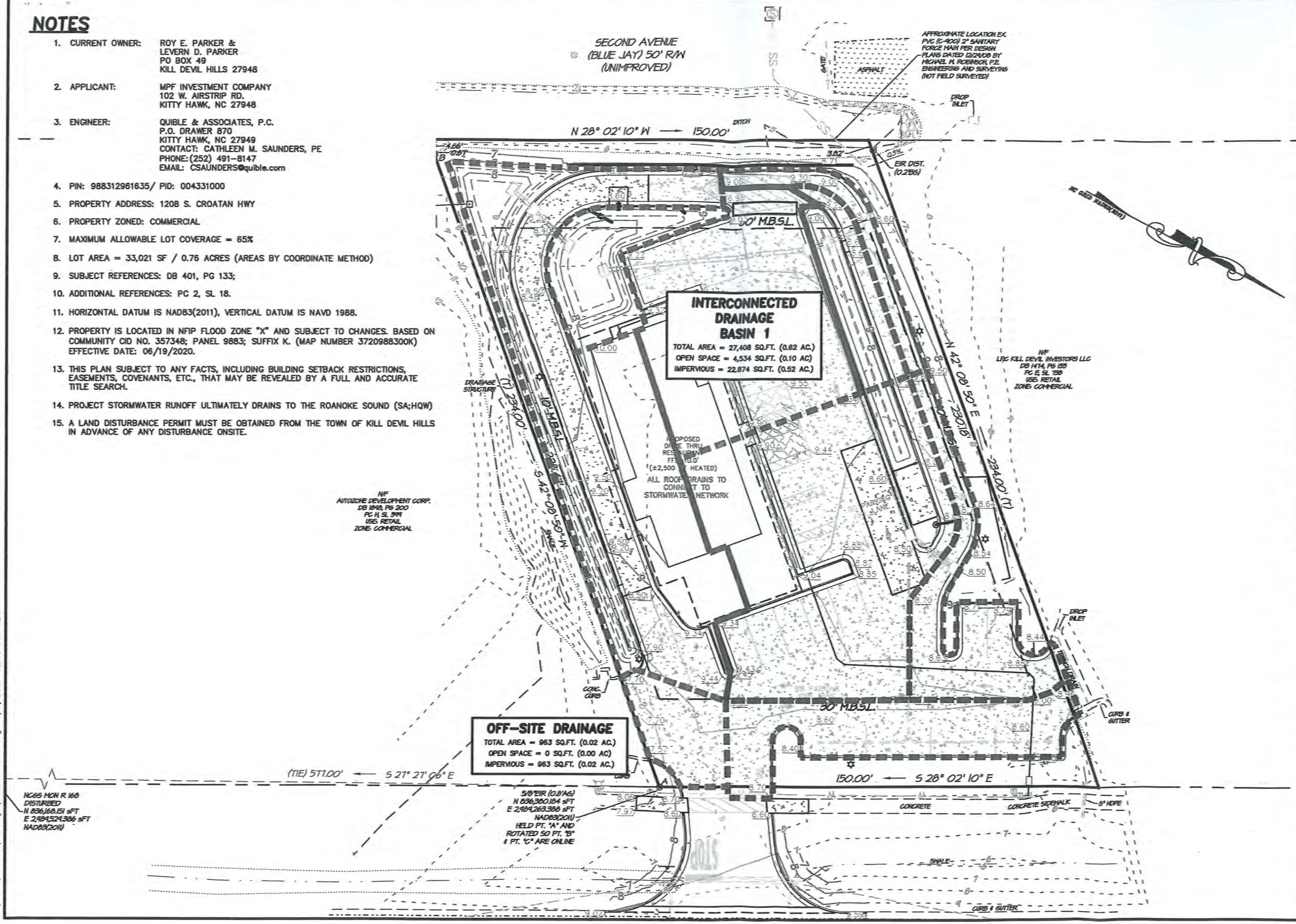

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administrator@quible.com

EXHIBIT B - POST DEV. DRAINAGE AREA MAP

DRIVE-THRU RESTAURANT

KILL DEVIL HILLS, NC

KILL DEVIL HILLS — DARE COUNTY — NORTH CAROLINA

0 30' 60'
GRAPHIC SCALE IN FEET 1"=30'

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PROJECT	DRAWN BY	CHECKED BY	DATE
P07116	CMS	MWS	07/06/21

D-Series Size 2

LED Area Luminaire

Buy American

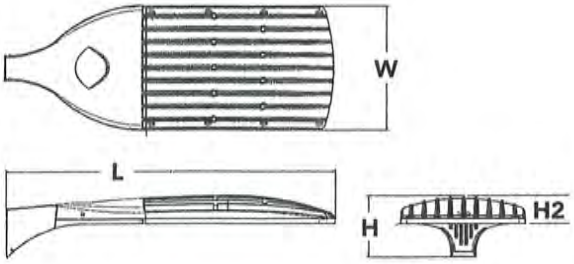
Catalog Number

Notes

Type

Specifications

EPA:	1.1 ft² (0.10 m²)
Length:	40" (101.6 cm)
Width:	15" (38.1 cm)
Height 1:	7-1/4" (18.4 cm)
Height 2: (max):	3.5"
Weight:	36lbs



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. The Size 2 is ideal for replacing 400-1000W metal halide in area lighting applications with energy savings of up to 80% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX2 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX2 LED

Series	LEDs	Color temperature	Distribution		Voltage	Mounting
DSX2 LED	**Forward optics** P1 P5[1] P2 P6 P3 P7[1] P4 P8[1] **Rotated optics** P10[2] P13[1,2] P11[2] P14[1,2] P12[2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I Short (Automotive) T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	T5VS Type V Very Short[3] T5S Type V Short[3] T5M Type V Medium[3] T5W Type V Wide[3] BLC Backlight control[4] LCCO Left corner cutoff[4] RCCO Right corner cutoff[4]	MVOLT[5] XVOLT (277V-480V)[6,7,8] 120[9] 208[9] 240[9] 277[9] 347[9] 480[9]	**Shipped included** SPA Square pole mounting RPA Round pole mounting[10] WBA Wall bracket[3] SPUMBA Square pole universal mounting adaptor[11] RPUMBA Round pole universal mounting adaptor[11] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)[10]

Control options		Other options		Finish (required)	
Shipped installed		**Shipped installed**		DDBXD	Dark bronze
NLTAIR2	nLight AIR generation 2 enabled[13]	HS	House-side shield[22]	DBLXD	Black
PIRHN	Network, Bi-Level motion/ambient sensor[14]	SF	Single fuse (120, 277, 347V)[9]	DNAXD	Natural aluminum
PER	NEMA twist-lock receptacle only (no controls)[15]	DF	Double fuse (208, 240, 480V)[9]	DWHXD	White
PER5	Five-wire receptacle only (no controls)[15,16]	L90	Left rotated optics[2]	DDBTXD	Textured dark bronze
PER7	Seven-wire receptacle only (no controls)[15,16]	R90	Right rotated optics[2]	DBLBXD	Textured black
DMG	0-10V dimming extend out back of housing for external control (no controls)[17]	HA	50°C ambient operations[1]	DNATXD	Textured natural aluminum
DS	Dual switching[18,19]	BAA	Buy America(n) Act Compliant	DWHGXD	Textured white
PIRH	Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enable at 5fc[20]	**Shipped separately**			
PIRH1FC3V	High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc[20]	BS	Bird spikes[21]		
FAO	Field Adjustable Output[23]	EGS	External glare shield		

Town of Kill Devil Hills
JUL 06 2021
Planning & Inspections Department

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Ordering Information

Accessories

Ordered and shipped separately.

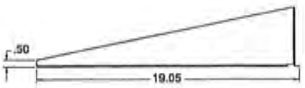
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) [24]
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) [24]
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) [24]
DSHORT SBK U	Shorting cap [24]
DSX2HS 80C U	House-side shield for 80 LED unit [22]
DSX2HS 90C U	House-side shield for 90 LED unit [22]
DSX2HS 100C U	House-side shield for 100 LED unit [22]
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) [23]
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) [12]
DSX2EGS (FINISH) U	External glare shield

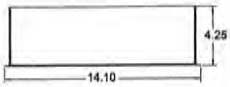
For more control options, visit and online.

NOTES
1 HA not available with P5, P7, P8, P13, and P14.
2 P10, P11, P12, P13 or P14 and rotated optics (L90, R90) only available together.
3 Any Type 5 distribution with photocell, is not available with WBA.
4 Not available with HS.
5 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
6 XVOLT is only suitable for use with P5, P6, P7, P8, P13 and P14.
7 XVOLT works with any voltage between 277V and 480V.
8 XVOLT not available with fusing (SF or DF) and not available with PIRH or PIRH1FC3V.
9 Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
10 Suitable for mounting to round poles between 3.5" and 12" diameter.
11 Universal mounting bracket intended for retrofit on existing pre-drilled poles only. 1.5 G vibration load rating per ANCI C136.31. Only usable when pole's drill pattern is NOT Lithonia template #8.
12 Must order fixture with SPA option.Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" diameter mast arm (not included).
13 Must be ordered with PIRHN. Sensor cover only available in dark bronze, black, white or natural aluminum color.
14 Must be ordered with NLTAIR2. For more information on nLight Air 2 visit this link.
15 Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option. Shorting Cap included.
16 If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Node with integral dimming. .
17 DMG not available with PIRHN, PER5, PER7, PIR, PIRH, PIR1FC3V or PIRH1FC3V, FAO.
18 Requires (2) separately switched circuits with isolated neutrals.
19 Provides 50/50 fixture operation via (2) independent drivers. Not available with PER, PER5, PER7, PIR or PIRH. Not available with P1, P2, P10.
20 Reference Controls Options table settings table on page 4. Reference Motion Sensor Default table on page 4 to see functionality.
21 Reference controls options table on page 4.
22 Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessories; see Accessories information.
23 Must be ordered with fixture for factory pre-drilling.
24 Requires luminaire to be specified with PER, PER5 and PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.
25 For retrofit use only. Only usable when pole's drill pattern is NOT Lithonia template #8.

Options

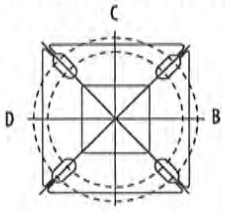
EGS - External Glare Shield



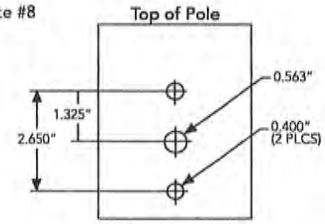


Drilling

HANDHOLE ORIENTATION



Template #8



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS

DSX2 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single Unit	2 @ 180 (DM28)	2 @ 90 (DM29)	3 @ 90 (DM39)	3 @ 120 (DM32)	4 @ 90 (DM49)
Mounting Type						
DSX2 LED	1.100	2.200	2.120	3.300	2.850	4.064

	Drilling Template	Minimum Acceptable Outside Pole Dimension					
SPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5"	3"	3.5"
SPUMBA	#5	2-7/8"	3"	4"	4"	3.5"	4"
RPUMBA	#5	2-7/8"	3.5"	5"	5"	3.5"	5"

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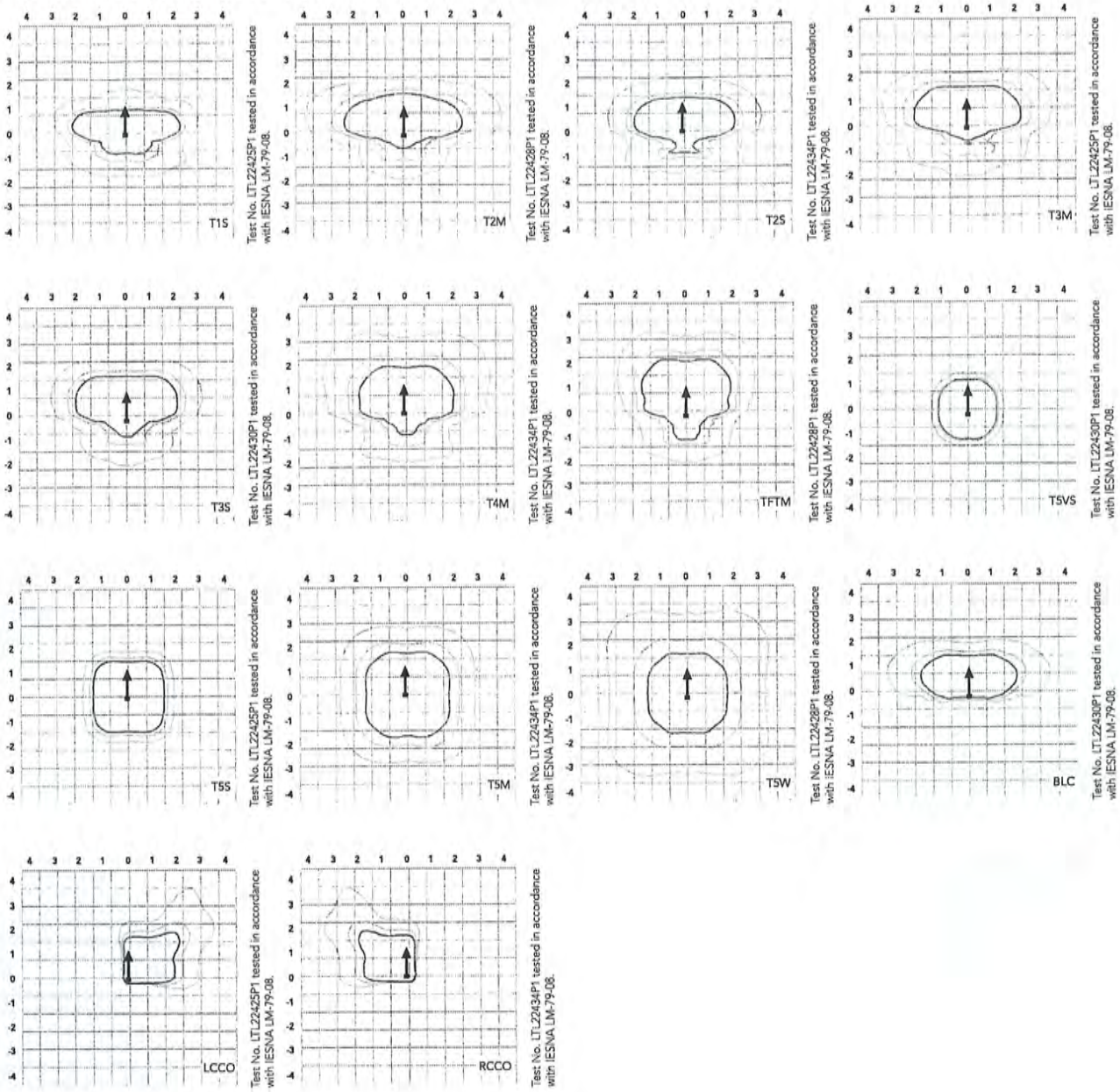
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Area Size 2 homepage.

Isofootcandle plots for the DSX2 LED 80C 1000 40K. Distances are in units of mounting height (30').

LEGEND

- 0.1 fc
- 0.5 fc
- 1.0 fc



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Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumens Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	50°F	1.02
20°C	68°F	1.01
25°C	**77°F**	**1.00**
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25000	50000	100000
Lumen Maintenance Factor	1.00	0.96	0.92	0.85

Electrical Load

	Performance Package	LED Count	Drive Current	Wattage	Current (A) 120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	80	530	140	1.18	0.68	0.59	0.51	0.40	0.32
	P2	80	700	185	1.56	0.90	0.78	0.66	0.52	0.39
	P3	80	850	217	1.82	1.05	0.90	0.80	0.63	0.48
	P4	80	1050	270	2.27	1.31	1.12	0.99	0.79	0.59
	P5	80	1250	321	2.68	1.54	1.34	1.17	0.93	0.68
	P6	100	1050	343	2.89	1.66	1.59	1.37	1.00	0.71
	P7	100	1250	398	3.31	1.91	1.66	1.45	1.16	0.81
	P8	100	1350	431	3.61	2.07	1.81	1.57	1.25	0.91
Rotated Optics (Requires L90 or R90)	P10	90	530	156	1.30	0.76	0.65	0.62	0.45	0.32
	P11	90	700	207	1.75	1.01	0.87	0.74	0.60	0.46
	P12	90	850	254	2.12	1.22	1.06	0.94	0.73	0.55
	P13	90	1200	344	2.88	1.65	1.44	1.25	1.00	0.73
	P14	90	1400	405	3.39	1.95	1.71	1.48	1.18	0.86

Motion Sensor Default Settings						
Option	Dimmed State	High Level (when triggered)	Phototcell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use when motion sensor is used as dusk to dawn control.

Control Options				
Nomenclature	**Description**	**Functionality**	**Primary control device**	**Notes**
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PER5 or PER7	Twist-lock photocell receptical	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PIR or PIRH	Motion sensors with integral photocell. PIR for 8-15' mounting; PIRH for 15-30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclypse.	nLight Air rSBGR	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app.

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Lumen Output

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Forward Optics

LED Count	Drive Current	Power Package	System Watts	Dist. Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
80	530	P1	140W	T1S	17,575	3	0	3	126	18,933	3	0	3	135	19,173	3	0	3	137
				T2S	17,556	3	0	3	125	18,913	3	0	3	135	19,152	3	0	3	137
				T2M	17,647	3	0	3	126	19,010	3	0	3	136	19,251	3	0	3	138
				T3S	17,090	3	0	3	122	18,411	3	0	3	132	18,644	3	0	3	133
				T3M	17,604	3	0	3	126	18,964	3	0	3	135	19,204	3	0	3	137
				T4M	17,221	3	0	3	123	18,552	3	0	4	133	18,787	3	0	4	134
				TFTM	17,593	3	0	3	126	18,952	3	0	4	135	19,192	3	0	4	137
				T5VS	18,297	4	0	1	131	19,711	4	0	1	141	19,961	4	0	1	143
				T5S	18,312	4	0	2	131	19,727	4	0	2	141	19,977	4	0	2	143
				T5M	18,266	4	0	2	130	19,677	4	0	2	141	19,926	4	0	2	142
				T5W	18,146	5	0	3	130	19,548	5	0	3	140	19,796	5	0	3	141
				BLC	14,424	2	0	2	103	15,539	2	0	3	111	15,736	2	0	3	112
				LCCO	10,733	1	0	3	77	11,562	1	0	3	83	11,709	2	0	3	84
				RCCO	10,733	1	0	3	77	11,562	1	0	3	83	11,709	2	0	3	84
80	700	P2	185W	T1S	22,305	3	0	3	121	24,029	3	0	3	130	24,333	3	0	3	132
				T2S	22,281	3	0	4	120	24,003	3	0	4	130	24,307	3	0	4	131
				T2M	22,396	3	0	3	121	24,127	3	0	3	130	24,432	3	0	3	132
				T3S	21,690	3	0	4	117	23,366	3	0	4	126	23,662	3	0	4	128
				T3M	22,342	3	0	4	121	24,068	3	0	4	130	24,373	3	0	4	132
				T4M	21,857	3	0	4	118	23,545	3	0	4	127	23,844	3	0	4	129
				TFTM	22,328	3	0	4	121	24,054	3	0	4	130	24,358	3	0	4	132
				T5VS	23,222	5	0	1	126	25,016	5	0	1	135	25,333	5	0	1	137
				T5S	23,241	4	0	2	126	25,037	4	0	2	135	25,354	4	0	2	137
				T5M	23,182	5	0	3	125	24,974	5	0	3	135	25,290	5	0	3	137
				T5W	23,030	5	0	4	124	24,810	5	0	4	134	25,124	5	0	4	136
				BLC	18,307	2	0	3	99	19,721	2	0	3	107	19,971	2	0	3	108
				LCCO	13,622	2	0	3	74	14,674	2	0	4	79	14,860	2	0	4	80
				RCCO	13,622	2	0	3	74	14,674	2	0	4	79	14,860	2	0	4	80
80	850	P3	217W	T1S	26,202	3	0	3	121	28,226	3	0	3	130	28,584	3	0	3	132
				T2S	26,174	3	0	4	121	28,196	3	0	4	130	28,553	3	0	4	132
				T2M	26,309	3	0	3	121	28,342	3	0	3	131	28,700	3	0	3	132
				T3S	25,479	3	0	4	117	27,448	3	0	4	126	27,795	3	0	4	128
				T3M	26,245	3	0	4	121	28,273	3	0	4	130	28,631	3	0	4	132
				T4M	25,675	3	0	4	118	27,659	3	0	4	127	28,009	3	0	4	129
				TFTM	26,229	3	0	4	121	28,255	3	0	4	130	28,613	3	0	4	132
				T5VS	27,279	5	0	1	126	29,387	5	0	1	135	29,759	5	0	1	137
				T5S	27,301	4	0	2	126	29,410	5	0	2	136	29,783	5	0	2	137
				T5M	27,232	5	0	3	125	29,336	5	0	3	135	29,707	5	0	3	137
				T5W	27,053	5	0	4	125	29,144	5	0	4	134	29,513	5	0	4	136
				BLC	21,504	2	0	3	99	23,166	2	0	3	107	23,459	2	0	4	108
				LCCO	16,001	2	0	4	74	17,238	2	0	4	79	17,456	2	0	4	80
				RCCO	16,001	2	0	4	74	17,238	2	0	4	79	17,456	2	0	4	80
80	1050	P4	270W	T1S	30,963	4	0	4	115	33,355	4	0	4	124	33,777	4	0	4	125
				T2S	30,930	4	0	4	115	33,320	4	0	4	123	33,742	4	0	4	125
				T2M	31,089	3	0	4	115	33,491	3	0	4	124	33,915	3	0	4	126
				T3S	30,108	4	0	4	112	32,435	4	0	5	120	32,845	4	0	5	122
				T3M	31,014	3	0	4	115	33,410	3	0	4	124	33,833	3	0	4	125
				T4M	30,340	3	0	5	112	32,684	3	0	5	121	33,098	3	0	5	123
				TFTM	30,995	3	0	5	115	33,390	3	0	5	124	33,812	3	0	5	125
				T5VS	32,235	5	0	1	119	34,726	5	0	1	129	35,166	5	0	1	130
				T5S	32,261	5	0	2	119	34,754	5	0	2	129	35,194	5	0	2	130
				T5M	32,180	5	0	4	119	34,667	5	0	4	128	35,105	5	0	4	130
				T5W	31,969	5	0	4	118	34,439	5	0	5	128	34,875	5	0	5	129
				BLC	25,412	2	0	4	94	27,376	2	0	4	101	27,722	2	0	4	103
				LCCO	18,909	2	0	4	70	20,370	2	0	4	75	20,628	2	0	4	76
				RCCO	18,909	2	0	4	70	20,370	2	0	4	75	20,628	2	0	4	76

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Lumen Output

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Forward Optics

LED Count	Drive Current	Power Package	System Watts	Dist. Type	3ok (4000 K, 70 CRI)					4ok (5000 K, 70 CRI)					5ok (5700 K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
80	1250	P5	321W	T1S	35,193	4	0	4	110	37,912	4	0	4	118	38,392	4	0	4	120
				T2S	35,155	4	0	5	110	37,872	4	0	5	118	38,351	4	0	5	119
				T2M	35,336	4	0	4	110	38,067	4	0	4	119	38,549	4	0	4	120
				T3S	34,222	4	0	5	107	36,866	4	0	5	115	37,333	4	0	5	116
				T3M	35,251	3	0	4	110	37,974	3	0	5	118	38,455	4	0	5	120
				T4M	34,485	3	0	5	107	37,149	4	0	5	116	37,620	4	0	5	117
				TFTM	35,229	3	0	5	110	37,951	3	0	5	118	38,431	3	0	5	120
				T5VS	36,639	5	0	1	114	39,470	5	0	1	123	39,970	5	0	1	125
				T5S	36,669	5	0	2	114	39,502	5	0	2	123	40,002	5	0	2	125
				T5M	36,576	5	0	4	114	39,403	5	0	4	123	39,901	5	0	4	124
				T5W	36,336	5	0	5	113	39,144	5	0	5	122	39,640	5	0	5	123
				BLC	28,884	3	0	4	90	31,115	3	0	4	97	31,509	3	0	4	98
				LCCO	21,492	2	0	4	67	23,153	2	0	5	72	23,446	3	0	5	73
				RCCO	21,492	2	0	4	67	23,153	2	0	5	72	23,446	3	0	5	73
100	1050	P6	343W	T1S	37,824	4	0	4	110	40,747	4	0	4	119	41,263	4	0	4	120
				T2S	37,784	4	0	5	110	40,704	4	0	5	119	41,219	4	0	5	120
				T2M	37,979	4	0	4	111	40,913	4	0	4	119	41,431	4	0	4	121
				T3S	36,780	4	0	5	107	39,623	4	0	5	116	40,124	4	0	5	117
				T3M	37,886	3	0	5	110	40,814	4	0	5	119	41,331	4	0	5	120
				T4M	37,063	4	0	5	108	39,927	4	0	5	116	40,433	4	0	5	118
				TFTM	37,863	3	0	5	110	40,789	4	0	5	119	41,305	4	0	5	120
				T5VS	39,379	5	0	1	115	42,422	5	0	1	124	42,959	5	0	1	125
				T5S	39,411	5	0	2	115	42,456	5	0	2	124	42,993	5	0	2	125
				T5M	39,311	5	0	4	115	42,349	5	0	4	123	42,885	5	0	4	125
				T5W	39,053	5	0	5	114	42,071	5	0	5	123	42,604	5	0	5	124
				BLC	31,043	3	0	4	91	33,442	3	0	4	97	33,865	3	0	4	99
				LCCO	23,099	2	0	5	67	24,884	3	0	5	73	25,199	3	0	5	73
				RCCO	23,099	2	0	5	67	24,884	3	0	5	73	25,199	3	0	5	73
100	1250	P7	398W	T1S	42,599	4	0	4	107	45,890	4	0	4	115	46,471	4	0	4	117
				T2S	42,553	4	0	5	107	45,842	4	0	5	115	46,422	4	0	5	117
				T2M	42,773	4	0	4	107	46,078	4	0	4	116	46,661	4	0	5	117
				T3S	41,423	4	0	5	104	44,624	4	0	5	112	45,189	4	0	5	114
				T3M	42,669	4	0	5	107	45,966	4	0	5	115	46,548	4	0	5	117
				T4M	41,742	4	0	5	105	44,967	4	0	5	113	45,537	4	0	5	114
				TFTM	42,643	4	0	5	107	45,938	4	0	5	115	46,519	4	0	5	117
				T5VS	44,350	5	0	1	111	47,777	5	0	1	120	48,381	5	0	1	122
				T5S	44,385	5	0	2	112	47,815	5	0	3	120	48,420	5	0	3	122
				T5M	44,273	5	0	4	111	47,695	5	0	4	120	48,298	5	0	4	121
				T5W	43,983	5	0	5	111	47,382	5	0	5	119	47,982	5	0	5	121
				BLC	34,962	3	0	4	88	37,664	3	0	5	95	38,140	3	0	5	96
				LCCO	26,015	3	0	5	65	28,025	3	0	5	70	28,380	3	0	5	71
				RCCO	26,015	3	0	5	65	28,025	3	0	5	70	28,380	3	0	5	71
100	1350	P8	448W	T1S	45,610	4	0	4	106	49,135	4	0	4	114	49,757	4	0	4	115
				T2S	45,562	4	0	5	106	49,083	4	0	5	114	49,704	4	0	5	115
				T2M	45,797	4	0	4	106	49,336	4	0	5	114	49,960	4	0	5	116
				T3S	44,352	4	0	5	103	47,779	4	0	5	111	48,384	4	0	5	112
				T3M	45,686	4	0	5	106	49,216	4	0	5	114	49,839	4	0	5	116
				T4M	44,693	4	0	5	104	48,147	4	0	5	112	48,756	4	0	5	113
				TFTM	45,657	4	0	5	106	49,186	4	0	5	114	49,808	4	0	5	116
				T5VS	47,485	5	0	1	110	51,155	5	0	1	119	51,802	5	0	1	120
				T5S	47,524	5	0	3	110	51,196	5	0	3	119	51,844	5	0	3	120
				T5M	47,404	5	0	4	110	51,067	5	0	5	118	51,713	5	0	5	120
				T5W	47,093	5	0	5	109	50,732	5	0	5	118	51,374	5	0	5	119
				BLC	37,434	3	0	5	87	40,326	3	0	5	94	40,837	3	0	5	95
				LCCO	27,854	3	0	5	65	30,006	3	0	5	70	30,386	3	0	5	71
				RCCO	27,854	3	0	5	65	30,006	3	0	5	70	30,386	3	0	5	71

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Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Delivered Lumens																			
LED Count	Drive Current	Power Package	Total Watts	Lens Type	3K (CRI 70 CRI)					4K (CRI 70 CRI)					5K (CRI 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
90	530	P10	156W	T1S	20,145	4	0	4	129	21,702	4	0	4	139	21,977	4	0	4	141
				T2S	20,029	4	0	4	128	21,577	4	0	4	138	21,850	4	0	4	140
				T2M	20,391	4	0	4	131	21,967	4	0	4	141	22,245	4	0	4	143
				T3S	19,719	4	0	4	126	21,242	4	0	4	136	21,511	4	0	4	138
				T3M	20,379	4	0	4	131	21,954	4	0	4	141	22,232	4	0	4	143
				T4M	19,995	4	0	4	128	21,540	4	0	4	138	21,812	5	0	5	140
				TFTM	20,511	4	0	4	131	22,096	5	0	5	142	22,376	5	0	5	143
				T5VS	20,655	4	0	1	132	22,251	4	0	1	143	22,533	4	0	1	144
				T5S	20,482	4	0	2	131	22,064	4	0	2	141	22,343	4	0	2	143
				T5M	20,477	5	0	3	131	22,059	5	0	3	141	22,338	5	0	3	143
				T5W	20,293	5	0	3	130	21,861	5	0	3	140	22,138	5	0	4	142
				BLC	16,846	4	0	4	108	18,148	4	0	4	116	18,378	4	0	4	118
				LCCO	12,032	2	0	3	77	12,961	2	0	3	83	13,125	2	0	3	84
				RCCO	12,016	4	0	4	77	12,944	4	0	4	83	13,108	4	0	4	84
90	700	P11	207W	T1S	25,518	4	0	4	123	27,490	4	0	4	133	27,837	4	0	4	134
				T2S	25,371	5	0	5	123	27,331	5	0	5	132	27,677	5	0	5	134
				T2M	25,829	4	0	4	125	27,825	4	0	4	134	28,177	4	0	4	136
				T3S	24,977	5	0	5	121	26,907	5	0	5	130	27,248	5	0	5	132
				T3M	25,814	5	0	5	125	27,809	5	0	5	134	28,161	5	0	5	136
				T4M	25,327	5	0	5	122	27,284	5	0	5	132	27,629	5	0	5	133
				TFTM	25,981	5	0	5	126	27,989	5	0	5	135	28,343	5	0	5	137
				T5VS	26,164	5	0	1	126	28,185	5	0	1	136	28,542	5	0	1	138
				T5S	25,943	4	0	2	125	27,948	5	0	2	135	28,302	5	0	2	137
				T5M	25,937	5	0	3	125	27,941	5	0	3	135	28,295	5	0	3	137
				T5W	25,704	5	0	4	124	27,691	5	0	4	134	28,041	5	0	4	135
				BLC	21,339	4	0	4	103	22,988	4	0	4	111	23,279	4	0	4	112
				LCCO	15,240	2	0	4	74	16,418	2	0	4	79	16,626	2	0	4	80
				RCCO	15,220	5	0	5	74	16,396	5	0	5	79	16,604	5	0	5	80
90	850	P12	254W	T1S	29,912	4	0	4	118	32,223	4	0	4	127	32,631	5	0	4	128
				T2S	29,740	5	0	5	117	32,038	5	0	5	126	32,443	5	0	5	128
				T2M	30,277	4	0	4	119	32,616	5	0	5	128	33,029	5	0	5	130
				T3S	29,278	5	0	5	115	31,540	5	0	5	124	31,940	5	0	5	126
				T3M	30,259	5	0	5	119	32,597	5	0	5	128	33,010	5	0	5	130
				T4M	29,688	5	0	5	117	31,982	5	0	5	126	32,387	5	0	5	128
				TFTM	30,455	5	0	5	120	32,808	5	0	5	129	33,224	5	0	5	131
				T5VS	30,669	5	0	1	121	33,039	5	0	1	130	33,457	5	0	1	132
				T5S	30,411	5	0	2	120	32,761	5	0	2	129	33,176	5	0	2	131
				T5M	30,404	5	0	3	120	32,753	5	0	4	129	33,168	5	0	4	131
				T5W	30,131	5	0	4	119	32,459	5	0	4	128	32,870	5	0	4	129
				BLC	25,013	4	0	4	98	26,946	4	0	4	106	27,287	4	0	4	107
				LCCO	17,865	2	0	4	70	19,245	2	0	4	76	19,489	2	0	4	77
				RCCO	17,841	5	0	5	70	19,220	5	0	5	76	19,463	5	0	5	77
90	1200	P13	344W	T1S	38,768	5	0	5	113	41,764	5	0	5	121	42,292	5	0	5	123
				T2S	38,545	5	0	5	112	41,523	5	0	5	121	42,049	5	0	5	122
				T2M	39,241	5	0	5	114	42,273	5	0	5	123	42,808	5	0	5	124
				T3S	37,947	5	0	5	110	40,879	5	0	5	119	41,396	5	0	5	120
				T3M	39,218	5	0	5	114	42,249	5	0	5	123	42,783	5	0	5	124
				T4M	38,478	5	0	5	112	41,451	5	0	5	120	41,976	5	0	5	122
				TFTM	39,472	5	0	5	115	42,522	5	0	5	124	43,060	5	0	5	125
				T5VS	39,749	5	0	1	116	42,821	5	0	1	124	43,363	5	0	1	126
				T5S	39,415	5	0	2	115	42,461	5	0	2	123	42,998	5	0	2	125
				T5M	39,405	5	0	4	115	42,450	5	0	4	123	42,988	5	0	4	125
				T5W	39,052	5	0	5	114	42,069	5	0	5	122	42,602	5	0	5	124
				BLC	32,419	5	0	5	94	34,925	5	0	5	102	35,367	5	0	5	103
				LCCO	23,154	3	0	5	67	24,943	3	0	5	73	25,259	3	0	5	73
				RCCO	23,124	5	0	5	67	24,910	5	0	5	72	25,226	5	0	5	73
90	1400	P14	405W	T1S	42,867	5	0	5	106	46,180	5	0	5	114	46,764	5	0	5	115
				T2S	42,621	5	0	5	105	45,914	5	0	5	113	46,495	5	0	5	115
				T2M	43,390	5	0	5	107	46,743	5	0	5	115	47,335	5	0	5	117
				T3S	41,959	5	0	5	104	45,201	5	0	5	112	45,773	5	0	5	113
				T3M	43,365	5	0	5	107	46,716	5	0	5	115	47,307	5	0	5	117
				T4M	42,547	5	0	5	105	45,834	5	0	5	113	46,414	5	0	5	115
				TFTM	43,646	5	0	5	108	47,018	5	0	5	116	47,614	5	0	5	118
				T5VS	43,952	5	0	1	109	47,349	5	0	1	117	47,948	5	0	1	118
				T5S	43,583	5	0	2	108	46,950	5	0	2	116	47,545	5	0	3	117
				T5M	43,572	5	0	4	108	46,939	5	0	4	116	47,533	5	0	4	117
				T5W	43,181	5	0	5	107	46,518	5	0	5	115	47,107	5	0	5	116
				BLC	35,847	5	0	5	89	38,617	5	0	5	95	39,106	5	0	5	97
				LCCO	25,602	3	0	5	63	27,580	3	0	5	68	27,930	3	0	5	69
				RCCO	25,569	5	0	5	63	27,544	5	0	5	68	27,893	5	0	5	69

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FEATURES & SPECIFICATIONS

INTENDED USE
The sleek design of the D-Series Area Size 2 reflects the embedded high performance LED technology. It is ideal for applications like car dealerships and large parking lots adjacent to malls, transit stations, grocery stores, home centers, and other big-box retailers.

CONSTRUCTION
Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (1.1 ft^2) for optimized pole wind loading.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS
Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K, or 5000 K (70 CRI) configurations. The D-Series Size 2 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL
Light engine configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hrs at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily-serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION
Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 2 to withstand up to a 2.0 G vibration load rating per ANSI C136.31. The D-Series Size 2 utilizes the AERIS™ series pole drilling pattern (Template #8). NEMA photocontrol receptacle is available.

STANDARD CONTROLS
The DSX2 LED area luminaire has a number of control options. DSX Size 2, comes standard with 0-10V dimming drivers. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programing and are suitable for mounting heights up to 30 feet.

nLIGHT AIR CONTROLS
The DSX2 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

LISTINGS
UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C minimum ambient. U.S. Patent No. D670,857 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN
Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT.
Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/warranty-terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

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Quible

Quible & Associates, P.C.

ENGINEERING • ENVIRONMENTAL SCIENCES • PLANNING • SURVEYING

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July 6, 2021

Ryan Lang
County of Dare
Town of Kill Devil Hills Planning and Inspections
102 Town Hall Drive
Kill Devil Hills, NC 27948

Re: Drive-Thru Restaurant
Major Site Plan Resubmittal
1208 S. Croatan Highway
Kill Devil Hills, Dare County, NC

Mr. Lang,

Thank you for the TRC review comments for the Major Site Plan submittal of the above referenced project dated June 14, 2021. On behalf of MPF Investment, Company, Quible & Associates, P.C., hereby submits, for your review and approval, the following documentation:

1. Fifteen (15) full size (24"x36") copies of the revised Plan Set;
2. Fifteen (15) full size copies of the revised elevations;
3. One (1) copy of the Wastewater Agreement;
4. One (1) copy of the water meter sizing form;
5. Fifteen (15) copies of the revised lighting plan and cut sheets;
6. One (1) copy of the refuse exhibit;
7. One (1) copy of the Drainage Area Exhibits;
8. One (1) copy of the NCDOT Permit Application Package;
9. One (1) PDF digital copy of all items.

Please find our responses listed below in *italics* to your review comments.

<u>Planning, Ryan Lang</u>

1. General:
   - ✓a. Add separate site plan sheet with proposed improvements including basic information of zoning use compliance, setbacks, parking "each space numerically labeled", lot coverage breakdown, zoning district, NFIP Flood Zone, Street Address etc. *Please see newly added Sheet 1, with utilities removed, this new sheet shows basic zoning compliance.*
   - ✓b. Provide dimensions for the following improvements for distance from property line: Drive Thru on south and west property line, parking space 25 from north property line. *Please see Sheet 1 for dimensioning of improvements as noted.*
   - ✓c. Parking space 23 shall be minimum 5 ft. from northern property line.
     Please see dimensions for parking spots 23 & 25.

- Dimension parking spaces

d. Provide radiuses for all entrances.
   Please see added radius dimensions for entrances on Sheet 1.
e. Proposed concrete south of parking 20: Consider adding landscaping and or curbing to protect parking space. *Acknowledged. Concrete curbing has been extended into the site to provide protection.*
f. Stacked employee parking 10, 11, 12 and 13 are not safely accessible, allow proper circulation and do not provide a turnaround area. Bollards and drive thru spaces prevent proper circulation. *The bollards have been removed as requested to allow for 24' clear behind the employee spaces. A prefabricated rubber speed hump is proposed in lieu of bollards along with striping and no parking signs within the drive-thru stacking lane.*
g. Provide breakdown of Parking Required and Parking Proposed.
   Please see added breakdown of parking required and parking proposed.
h. Provide Note: "All lighting shall be contained on site" 153.074 (E)(3)
   Please see revised lighting plan and note 24 on Sheet 1.
i. Provide Light Pole locations on site plan.
   Please see added light pole locations provided on Sheet 3.
j. Provide lot coverage calculations on all sheets.
   Please see added lot coverage calculations.
k. All stormwater shall be maintained on site. Southeast corner appears to be draining onto adjacent property. *Please note all of the existing site currently drains to adjacent properties untreated. We have provided existing and proposed drainage area maps to provide the effect of development on the southeast corner. Total drainage to the southeast adjacent property will be reduced after the project is completed. The need to tie into existing grades on the adjacent property requires some portion of the lot to drain onto the adjacent property. Please also acknowledge that we have now proposed permeable pavements to alleviate any potential of runoff from entering the adjacent parcel.*
l. Proposed construction entrances from adjacent properties require neighboring property owner consent. *Please see the revised location of the construction entrance on current Sheet 5.*
m. Suggest looking into other locations for construction entrance. *Acknowledged, Construction entrance has been moved to driveway leading to US 158.*
n. Southern property line required to have ornamental landscaping per 153.073(F)(2)(b). None proposed. *Please see proposed landscaping on southern property line shown on Sheet 6.*
o. Breakdown in table form for required landscaping per property line.
   Please see added summary breakdown of town required landscaping per property line.

doesnt state required #'s

p. Consider adding concrete sidewalk to connect to sidewalk along US 158 to site amenities. *Acknowledged. Due to site conditions and Town stormwater requirements, there is a lack of room to add a concrete sidewalk connecting the sidewalk along US 158 and site amenities.*

2. Existing Conditions and Demolition Plan
   a. Add note: Demolition Permit shall be obtained from Town of Kill Devil Hills.
      Acknowledged and added to Sheet 1.
   b. Sidewalk along US 158 shall be maintained as long as feasibly possible.
      Acknowledged. This noted is depicted on Sheets 2 and 5.
3. Lighting Plan

a. Proposed parking lot light levels shall be minimum 7, maximum 10 foot candles on site. Current lighting plan exceeds maximum foot candles allowed. *Please see revised lighting plan.*
b. Light shall be contained on site. Current lighting plan does not contain lighting on site. *Please see revised lighting plan.*

4. Commercial Building Exterior
   a. Building elevations provided do not provide adequate information to ensure compliance with Chapter 153.186. *Please see revised commercial building plans.*
   b. Architectural Plans shall include heated square footage, unheated square footage, proposed floor plan, glazing calculations, proposed siding materials, and roof design compliance with Town roof standards. *Please see revised architectural plans with requested information.*

Zoning, Donna Elliot

1. Zoning
   a. Sign permit will be required for all on site signage. *Acknowledged, signed permit for signage will be acquired and submitted.*

Public Services, Derek Dail

1. Solid Waste
   a. The proposed site dumpster appears to be sized for two dumpers and slightly larger than the Town's requirements. If this site is intended to be serviced by the Town of Kill Devil Hills Solid Waste Division, the dumpster site shall be installed in accordance with the attached Town's Two Dumpster Site Diagram and is to be screened in accordance with the diagram. If the dumpster is to be serviced by a private hauler, please indicate that the dumpster will be serviced by a private hauler on the site plan. *The dumpsters are to be serviced by Kill Devil Hills. The client's standard dumpster size is larger than the town's requirements and will be screened by materials matching the building elevations. Details on the associated screening will be provided on the building plans and associated permit application. Notes regarding dumpster screening are shown on Sheet 6.*
   b. Provide concrete pavement section in the dumpster service area in accordance with the attached Town Two Dumpster Diagram and the detail for "Concrete Section (Refuse Area and Drive Aisle)" on Sheet 6 of the drawing set. *Please note the provided detail on Sheet 7 requires 6" thick concrete at 3,000 psi and the plan has been revised to show concrete accordingly.*
   c. Provide truck turning template for refuse dumpster service vehicle backing into dumpster service area. *Please see attached truck turning template.*

1. Streets/Drainage
   a. Provide NCDOT Access Permit for the proposed driveway modifications on US 158 or documentation from NCDOT that no Access Permit is required. *Please see attached NCDOT Permit Application that is under review with NCDOT.*
   b. The proposed plan depicts the removal of the existing gutter pan across the driveway and paves to the asphalt in US 158. Public Services recommends reinstalling the gutter pan and maintain the south to north drainage of the existing gutter in US 158. *Please see revised gutter plan that maintains south to north drainage.*

c. Provide existing and proposed grades of the driveway culvert in the US 158 Right-of-Way. *Existing spot shots have been provided on Sheet 1. Proposed inverts have been provided on current Sheet 4.*
d. Portions of the proposed driveway in the US 158 Right-of-Way appear to be draining directly to the sidewalk. The designer is requested to review the drainage in this area and identify if flumes or other conveyance measures can be installed to prevent water draining to the pedestrian sidewalk. *The sidewalk and parking area are designed to tie into existing grades and are not anticipated to cause a drainage issue at the sidewalk as survey data appears to show the sidewalk draining from west to east. The existing ditch and 8" HDPE at the northern property line are proposed to remain.*
e. Public Services recommends utilizing the existing driveway cuts and existing pavement sections in the US 158 Right-of-Way as the construction entrance for as long as possible to limit the amount of time the sidewalk/pedestrian corridor is closed during the construction process. Modifications to the construction sequence and demolition plan may be warranted to convey this to the contractor. *Please see revised plans that show the existing driveway along US Route 158 as the only construction entrance.*
f. Traffic Control on US 158 for work at the roadside shall be maintained in accordance with the latest NCDOT Roadway Standard Drawings and Specifications. *Acknowledged, all roadside work will be in accordance with NCDOT Roadway Standard Drawings.*
g. Limits of disturbance extends west of the silt fence along the Blue Jay Street Unimproved Right-of-Way and into the existing ditch. Identify any proposed land disturbing activities in this area. *Disturbance within the existing ditch is not proposed, the limits of disturbance was set to encompass the landscaping installation and silt fencing.*

2. Water System
   a. Provide water meter sizing form for all proposed water fixtures.
   Please see attached water meter sizing form for proposed water fixtures. Please note the proposed connection has been shifted to reuse the existing water service and meter, if acceptable.
   b. Water service to the restaurant will require an RPZ for backflow protection and will need to be shown on the plans downstream of the water meter and close to the property line. *Please see revised plans for RPZ back flow protection.*
   c. Plans reference that the contractor is to install the water service and tap. Please note that the Town's Water Systems Division will be installing all service taps and meters. The contractor is not permitted to tap the Town's water mains. The plan notes need to be updated or removed accordingly. *Please see the revised notes for installation on Sheet 3.*
3. Wastewater
   a. The existing facility's wastewater is managed by the private KDHWWTP, LLC sewer system. Provide at willingness to serve letter for the new facility from KDHWWTP, LLC stating they have adequate capacity and are willing to serve the facility or provide a copy of an executed contract agreement between the new owner/tenant and KDHWWTP, LLC. *Please see attached willingness to serve letter/executive contract agreement.*
   b. The sewer pump station and grease interceptor are shown within approximately one foot of the north property line. Coordinate the location of the lift station and grease interceptor with KDHWWTP, LLC and appropriate service providers to determine the constructability and serviceability of this sewer pump station and

grease interceptor. If the pump station and grease interceptor are to remain at this location. Provide construction methodology that will ensure that the construction and maintenance activities associated with the sewer pump station and grease interceptor will not extend beyond the limits of disturbance and onto adjacent private properties. Confirm setbacks for grease interceptors and make location adjustments as necessary, Dare County Environmental Health Supervisor advises that grease interceptors have a 10-foot setback to property lines. *Please see revised plans that show new location of the pump station and grease interceptor.*

Town Engineer, Pete Berkheimer

1. Engineering
   b) Dimension the radii of the entrance curb returns. *Please see added dimensioning of the entrance curb throughout the plan set.*
   c) On Sheet 2, relabel the "site triangle" as "sight triangle." *See revised edit on Sheet 1 (previously sheet 2) "sight triangle."*
   d) Provide a detail or other additional information to clarify the configuration and functionality of the 6" PVC overflow system for the front parking spaces. *Please see detail provided for the 6" PVC overflow system on Sheet 4.*
   e) On Sheet 2, add to Note 29, "...and stormwater management requirements of the Town of Kill Devil Hills." *Please see revision to note 29 on Sheet 3 (previously Sheet 2).*
   f) Clarify the intent of the removable bollards. The long stacking lane may need a relief exit for customers who become frustrated with a long wait and want to bail out of the queue. *The bollards have been removed per planning staff's comments.*
   g) The Rims of DI's 5, 6, 9 and 10 are all set at 8.00, vs. the bottom of the basins being at 7.1. Would it make sense to lower and/or tilt these rims, so that stormwater from the intake DI's is admitted into the basins sooner? Also, would making the interconnecting pipes HDPE "sock drain" in lieu of solid-wall RCP allow for earlier/easier transmission of some of the site stormwater into the soil? This item is offered as a suggestion and not a review requirement. *The SHWT is around 6.1' elevation, due to the elevation of the site and cover over the proposed piping, the inverts are within the SHWT. This is why "sock drain" piping was not proposed. Rim elevations were set to maintain a minimum cover over the pipe.*

   h) Please note that Pervious Concrete, or Permeable Concrete, shall be installed in accordance with the latest version of ACI 522.1, "Specification for Pervious Concrete," shall have a minimum void ratio of 15%, and shall be by a contractor with demonstrated successful prior experience in the installation of Pervious Concrete. *Acknowledged, Pervious, or Permeable Concrete shall be installed in accordance with ACI specifications. Contractor will also have successful prior experience installing pervious concrete.*
   i) On Sheet 3, change the note on the Depth Benchmark from "...shall be based on true elevations from mean sea level" to "..shall be based on true elevations from NGVD 1988." *Please see revision on sheet 3*
   j) On Sheet 2, clarify the note that begins "1,000 WATTS SERIES 909 RPZ...." *The RPZ associated with irrigation has been removed.*
   k) Finalize and note the size of the water meter prior to final approval of the site plan. Also, clarify the piping configuration at the proposed RPZ. *Please note the Town's water meter sizing form has been provided with this package.*

Building Inspector, Marty Shaw

1. Building Inspection
   a. It appears that the three bollards where the end of the parking lot meets the drive thru line are within the depth of the drive aisle providing access to parking space #11. See attached markup. *Please note the bollards have been removed and this area has been striped as no parking.*

Fire, John Risoldi

1. Fire
   a. The accessibility to the structure when the drive through lane is blocking the fire lane access. *Please note the fire apparatus can come within 150' of all portions of the structure from the front drive aisles.*

Police, Dana Harris

1. Possibly add "Do Not Enter" sign with bollards, concerned with motorcycles and bicycles cutting through parking lot and drive through lane. *Acknowledged. Additional signage will be used with a speed hump and striping.*
2. Provide Drive thru markings with arrow at beginning of drive thru line (stacking line) to help prevent people from turning into Fire Lane area and having to turn around to try to get back into the drive thru line. *Please see revised plan showing drive-thru markings additional signage will be provided at the site to alert customers how to access the drive-thru lane.*

Sincerely,
Quible & Associates, P.C.

Cathleen M. Saunders, P.E.

Encl.: As stated
Cc:
File