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Assistant Director of
Planning and Inspections
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RYAN LANG

Zoning Administrator
DONNA ELLIOTT

**THE TOWN OF KILL DEVIL HILLS
NORTH CAROLINA**

PLANNING DEPARTMENT

March 21, 2023

Memorandum

To: Planning Board

From: Cameron Ray, Assistant Planning Director

Subject: **SITE PLAN REVIEW**— 1630 N. Croatan Highway — Emergency Services Facility: Dare County EMS Station 1 / KDH Fire Station 14

Enclosed is a site plan review submittal by the Timmons Group for the proposed construction of a Emergency Services Facility at 1630 N. Croatan Highway. This proposed site will be a joint facility for Dare County EMS Station 1 and Kill Devil Hills Station 14. The proposed plan calls for the demolition of the existing restaurant and construction of a 35,814 square feet emergency services facility, 51 parking spaces, and associated site improvements. Attached you will find a commercial site plan application, proposed site plan, proposed architectural plan, drainage narrative, and KDHWTP agreement.

Staff recommends that the Planning Board forward the plan to the Board of Commissioners with a favorable recommendation.

**Town of Kill Devil Hills Planning and Inspections
Commercial Site Plan Review Application***



Applicant

Name: Timmons Group / Kim Hamby, PE
 Address: 1805 W. City Drive, Unit E
Elizabeth City, NC 27909
 Phone: 252.621.5029
 Fax: _____
 Cell: 252.340.3264

Property Owner

Name: Dare County & Town of KDH
 Address: PO Box 1000 PO Box 1719
Manteo, NC 27954 KDH, NC 27948
 Phone: 475-5800 449-5300
 Fax: _____
 Cell: _____

Property Location

Address: 1630 N. Croatan Highway Lot, Block: Lot 1 & 2
 Subdivision: Katherine D. Meekins Estate Pin#: 988410460072 & 988410369451

Zoning District: Commercial LI-1 LI-2 OIR
 Total Lot Size: 194,765 Sq. Ft. Disturbed Area: 142,881 Sq. Ft.

Contractor

Company Name: Barnhill Contraction Company License Number: 3194
 Name: Clint Hardison Phone: 252.823.1021
 Address: 800 Tiffany Boulevard, Suite 200 Cell: 252.802.0740
Rocky Mount, NC 27804 Fax: _____
 Town Privilege License Number: _____

Construction Information

Type of Construction: IIB
 Assembly Business Educational Factory/Industrial High Hazard
 Institutional Mercantile Residential Storage Utility/Misc.
 New Construction Addition Repair/Replace Remodel Other: public safety

Square Footage Proposed:

Interior Space: 35,814 Sq. Ft. Covered Deck(s): 0 Sq. Ft. Storage: 0 Sq. Ft.
 Garage: 0 Sq. Ft. # of Bedrooms: 0 # of Open Deck(s): 0
 Proposed Square Footage: 34815 + Existing Square Footage: _____ = 34815 Total Sq. Ft.
 % Impervious Coverage: 54.95 + % Pervious Coverage: 10.18 = 65.13 Total % Coverage
 # of Parking Spaces: Existing: _____ Proposed: 51 Total: 51
 Septic Tank Permit #: will be on sewer Construction Type: _____

Estimated Construction Cost (including labor and materials): _____

Flood Information

Flood Zone: VE AE X Base Flood Elevation: 8.0
 Proposed First Floor Elevation: 9.50 Sq. Ft Below Base Flood Elevation: 0

**This form is designed as a guide for Commercial Site Plan Review.
 Additional plans and information will be required prior to building permits.*

Project Description

The project will include demolition of an existing restaurant and construction of a new EMS and Fire station.

Required Site Plan Information Checklist:

- Permit Application (Completed)
- Site Plan Including the following
 - Submittal Requirements:
 - Vicinity Map
 - 15 Copies of Site Plan & Building Plan Elevations – Front, Side, and Rear
 - Tentative Health Department Approval
 - Site Plan Development Review Fee Paid in Full
 - Existing Conditions:
 - Boundary of Entire Lot
 - Width and Location of Existing Right of Ways
 - Nature, Purpose, Locations, and Size of Existing Easements
 - Iron Pins and Concrete Monuments
 - Scale (1" = 50" Minimum)
 - North Arrow
 - Streets Including Width of Pavement
 - All Underground Utilities, Gas/Propane Below or Above Grade
 - Dare Co. Register of Deeds Map Book/Subdivision Ref.
 - Street Address
 - Present Recorded Owner, Developer, Engineer contacts
 - Adjacent Property Owners, Adj. Use & Zone
 - Corp. of Engineers Report / Wetland Study
 - NFIP Flood Zone (ref: Elevation Datum (NAVD 1988))
 - Minimum, Lot Size indicated
 - Proposed Improvements:
 - Zoning Use Compliance/Setbacks labeled
 - Landscaping Plan / Buffers / Screening (per section 153.073)
 - Lighting Plan - photometric showing point output (section 153.074)
 - Sedimentation & Erosion Control Plan including details
 - Disturbed Areas delineated & areas calculated
 - Location of Sidewalks on the Croatan Highway and Curbs
 - Location of Sewer Facilities and Drain field
 - Proposed Building Type, # of Floors and dimensions, floor area ratio, Height
 - Existing and Finished Grades of Entire Site
 - Storm Water Management Plan including calculations
 - Total Units and Density per Acre (Multi-Family) or floor area ratio (in OIR)
 - Lot Size and Lot Coverage Calculation
 - Utility Plan indicating location & sizes of proposed improvements
 - Water Service Sizing Checklist
 - Layout, Size and Number of Parking Spaces including handicap w/ setbacks (Each Space Numbered)
 - Fire Lane and Driveways
 - Loading Zone (Commercial Sites)
 - Mail Delivery Cluster Sites (Multi-Family)

- Proposed First Floor Elevation
- Dumpster Pad Location
- Proposed Sign Location
- Sight triangle shown
- Commercial Building Plans showing architectural compliance
- Plans to N.C.D.O.T. (if required)
- NC Engineer/Land Surveyor Seal on Site Plan

*** The items listed in the Site Plan portion of the above checklist represent information that must be indicated on any site plan submitted for review by the Kill Devil Hills Planning Department, Planning Board, and Board of Commissioners. All of the above required documents shall be submitted on or before the 3rd Tuesday of each month. Upon completion of review, the Planning Board shall transmit its recommendations to the Board of Commissioners. The Board of Commissioners shall review site plans on the second Monday of each month.

Kim Hamby

Digitally signed by Kim Hamby
DN: E=Kim.Hamby@timmons.com,
CN=Kim Hamby
Date: 2023.02.16 14:34:47-05'00'

Signature of Applicant: _____

(Date)

PURCHASE AND SALE AGREEMENT

WHEREAS, KDHWTP, LLC, (“KDHWTP” or “Seller”) is the owner and franchised operator of a wastewater treatment plant located in Kill Devil Hills, N.C.; and

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

WHEREAS, The County of Dare or assignees, hereafter referred to as “Purchaser,” is the owner of a property whose physical address is 1630 N. Croatan Highway, Kill Devil Hills, Dare County, NC 27948, Legal Description, Parcel 002741002 and PIN 988410460072 as recorded in Bk: 2575, Pg: 0224, Dare County, NC, desires to purchase a portion of the unused and available treatment capacity belonging to KDHWTP and, therefore.

WITNESSETH:

1. Purchase and Sale. Purchaser hereby agrees to purchase, and Seller agrees to sell, capacity in the KDHWTP treatment plant, such purchase to consist of the right to use 2635 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 \$34,202.30.

3. Down Payment. A down payment of 50% of the Capacity Purchase Price, which equals \$17,101.15 shall be paid upon execution of this agreement.

4. Retention of Capacity. The purchased capacity will be held by KDHWTP on Purchaser’s account with the Public Utility. Purchaser must connect to the Public Utilities facilities within two years from the date of the approval of the addition of the subject property to the Public Utilities Service area by the NCUC. Should the addition of the property, which is the subject of this agreement and described above, be denied by the North Carolina Utilities Commission, the Seller shall refund to the Buyer, within 30 days, the \$17,101.15 referenced in Article 3 above as the Down Payment.

5. Completion of Payment of Purchase Price. The remaining balance of \$17,101.15 of the total Capacity Purchase Price shall be paid within 30 days after the addition of the property to the Public Utility’s Service Area by the North Carolina Utilities Commission and shall be paid before the final connection to the Public Utilities System is made and service to the customer begins.

6. Conditions Precedent to Finalization of Agreement. This Agreement will not become final until it is submitted to, and acknowledged by, the North Carolina Utilities Commission (“NCUC”). Seller will be responsible for submitting the Agreement, and any necessary request for expansion of the NCUC-franchised service territory to the NCUC. Purchaser will cooperate with Seller by providing any required data, information or documents requested of Purchaser by the NCUC or the Public Staff and the full completion of Article 8 of this agreement.

7. Late Payment. If Purchaser is late in paying the final total purchase price payment, Seller may, at its option, cancel this Agreement and refund any sums theretofore paid by the Purchaser. If Seller does not exercise this option, interest on any late payment amount will accrue at the rate of one and one-half percent (1.5%) per month or eighteen percent (18%) annually. If this interest rate is determined, for any reason, to be unlawful, then interest will accrue and the highest legal rate of interest.

8. 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 standby generators if required, which are required to connect Purchaser's premises with Seller's existing plant facilities, the location of which must be approved by the Public Utility. 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. Purchaser must connect to the KDHWTP facilities within one year of approval by the NCUC. Purchaser further agrees to pay all associated costs, including but not limited to, attorney fees, engineering fees, survey fees permit fees and all construction costs required to add the Purchaser's property to the Public Utilities Service Area.

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

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

11. 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.

12. 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.

13. 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.

14. Date of Agreement. This Agreement is executed on or as of the _____ day of _____, 2022.

SELLER

PURCHASER

KDHWTP, LLC

By: _____
George E. Goodrich
Manager

By: _____ ()
Robert L. Outten, Manager
County of Dare, North Carolina



1805 West City Drive
Unit E
Elizabeth City, NC 27909

P 252.621.5030
F 252.562.6974
www.timmons.com

March 5, 2023

Mr. Cameron Ray
Kill Devil Hills Planning

-hand delivered-

Subject: **Response to Comment Letter – SITE PLAN REVIEW 3 — 1630 N. Croatan Highway — Dare County EMS Station 1 / KDH Fire Station 24 – Timmons Group Job #52044.001**

Dear Mr. Ray:

Please accept the following for review by the Planning Board. Enclosed for review, please find the following:

- 15 copies of the civil plans and drainage narrative.
- A disc containing a digital copy of each.

I have been in contact with Mr. Derek Dail and Mr. Peter Berkheimer and believe that their comments have been addressed in this submittal. I am continuing to follow up with Mr. John Risaldi to insure that all fire comments are adequately addressed.

Please let me know if you need any additional information or have any questions. Thank you for your attention to this project.

Sincerely,

Kimberly D. Hamby
Sr. Project Manager
Timmons Group

Town of Kill Devil Hills

MAR 06 2023

Planning & Inspections Department