



MEMORANDUM

Town of Nags Head

Planning & Development Department

To: Planning Board

From: Kelly Wyatt, Planning Director
Joe Costello, Deputy Planning Director

Date: February 13, 2024

Subject: Vegetation Mapping

At the request of the Planning Board, staff has created a map delineating the areas within the Town where there are protected landscape buffer areas.

Areas shown in peach are part of the Town's 2003 North Carolina Department of Transportation Enhancement Planting project. As part of this project, NCDOT developed plans and worked with the Town of Nags Head to install landscape plantings in the following locations: 1) on the east side of US 158 extending south from the northern town limits at Eighth Street to Driftwood Street; and, the west side of US 158 extending south from the northern town limits at Eighth Street to approximately Nags Head Realty, and, 2) the east side of US 158 directly across from the Outer Banks Hospital south to South Seachase Drive; and, the west side of US 158 from the Outer Banks Hospital south the South Seachase Drive, excluding the area in front of the Outer Banks Mall. NCDOT was responsible for designing the planting areas, preparing the sites, installing the plant material and maintaining these areas for a period of three (3) calendar years. At the end of the three-year established period, the town assumes the responsibility for maintenance and replacement of the landscape areas.

The other areas of protected vegetation are those that were required as part of subdivision plat approval and noted on the recorded plat. These areas have variable widths. Attached are maps illustrating the protected vegetation areas.

Planning staff will be available at the Planning Boards February 20th meeting for discussion



Legend
Vegetation Buffer

Variable
10 feet
15 feet
20 feet
25 feet
30 feet
40 feet
Parcels

As shown, this map was created using the following information: State of North Carolina GIS Data, 2010; USGS National Wetlands Inventory, 2002; and other data. The information is provided as a service to the public and is not intended to be used for any other purpose. The information is provided as a service to the public and is not intended to be used for any other purpose.



Legend	
Vegetation Buffer	
Variable	Orange
10 feet	Purple
15 feet	Green
20 feet	Light Blue
25 feet	Yellow
30 feet	Pink
40 feet	Magenta
Parcels	White



0.2 Miles

ESRI, Contributor to the Consortium for the State of North Carolina, DOT, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, Safe Software, Bentley, HCSS, BPA, NPS, US Census Bureau, USDA, US



Maxar, Microsoft, Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, GeoTechnologies, Inc. METI/MASA, USGS, EPA, NPS, USFWS



Legend
Vegetation Buffer

Variable
10 feet
15 feet
20 feet
25 feet
30 feet
40 feet
Parcels



0.2 Miles

Community Maps Contributors, State of North Carolina DOT, © GeoGreen Maps, Wakefield, GeoTechnologies, Inc., METUNASA, USGS, EPA, NPS, U.S. Army Corps of Engineers



429

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

June 9, 2003

Mayor Robert W. Muller
Town of Nags Head
P. O. Box 99
Nags Head, NC 27959

SUBJECT: Landscape Agreement – Project No. E-2973A – Dare County

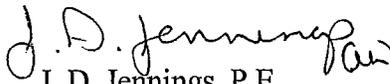
Dear Mr. Muller:

Enclosed is the original of an agreement for certain landscape plantings along US 158 in Nags Head.

Should you have any questions, please let us know.

Sincerely,

D. R. Conner, P.E.
Division Engineer – Division One


J. D. Jennings, P.E.
Division Operations Engineer

DRC/JDJ/lh

Attachments

cc: Pat Mansfield, w/atta.

NORTH CAROLINA
DARE COUNTY

3/24/03

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

LANDSCAPE AGREEMENT
PROJECT: E-2973 A

TOWN OF NAGS HEAD

THIS AGREEMENT, made and entered into the 21st day of MAY, 2003,
between the DEPARTMENT OF TRANSPORTATION, an agency of the State of
North Carolina, hereinafter referred to as the Department, and TOWN OF NAGS HEAD, a
municipal corporation, hereinafter referred to as the Municipality;

WITNESSETH:

WHEREAS, Section 1025 of the Interstate Surface Transportation Efficiency Act
(ISTEA) and the Transportation Equity Act of the 21st Century (TEA -21) requires that Surface
Transportation Program funds be available for transportation enhancement activities; and,

WHEREAS, the Municipality has requested enhancement funding for certain landscape
plantings along US 158 in Dare County; and,

WHEREAS, the Department and the Municipality have agreed to certain responsibilities
as hereinafter set forth to accomplish said improvements; and,

WHEREAS, the Department and the Municipality have also agreed to the maintenance
responsibilities of said parties as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and
undertakings of the other as herein provided, do hereby covenant and agree, each with the
other, as follows:

1. The Department shall, without expense to the Municipality, develop the landscape
design and prepare the landscape plans and specifications in accordance with the
Department's standard landscaping policies and procedures for highways.

2. The Department shall, without expense to the Municipality, prepare the site and furnish and install the plantings, in accordance with the approved project plans. All work shall be performed in within the existing right of way and in accordance with Departmental standards, policies and procedures.

3. Upon completion of the planting, the Department shall maintain said planting areas for a period of three (3) calendar years, at no expense to the Municipality.

4. At the end of the three (3) year establishment period, the Department shall notify the Municipality, in writing, to assume responsibility for all maintenance and replacement of the new landscape materials. Maintenance shall include, but not be limited to the following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, and replacing dead, diseased or damaged landscape plants. All costs of maintenance and replacement shall be borne by the Municipality.

5. Any changes, revisions, or alterations to the landscaping shall require prior review and approval by the Department's 1st Division Engineer prior to the work being initiated.

6. The Municipality agrees to continually maintain all plantings in accordance with the generally accepted horticulture practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.

7. In the event the Department determines the Municipality is not properly maintaining said plantings, the Department will notify the Municipality. If the Municipality does not perform proper maintenance within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall remove said plantings and return the site to natural ground cover (i.e. seeded and mulched, etc.). It is further agreed that the costs of the restoration shall be reimbursed to the Department by the Municipality. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a

late penalty and interest on any unpaid balance due in accordance with G.S. 147.86.23 and G.S. 105-241.1

8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

9. In the event these plantings require relocation or removal for highway construction, reconstruction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.

10. The Department will also not be responsible for any damages to the plantings, which may be done by third parties.

11. Provisions for routine mowing shall be handled under separate agreement between the Department's 1st Division Engineer and the Municipality.

12. It is understood that the plantings shall be installed in the existing rights of way; however, in the event any additional right of way or construction easement is required for the plantings, the Municipality shall provide said additional right of way or easement at no expense or liability whatsoever to the Department.

13. All utilities in conflict with said landscape planting will be relocated by the Municipality at no expense to the Department.

14. The Municipality, at no expense to the Department, shall provide traffic control during landscape maintenance procedures as required by the latest revisions to the MUTCD for work outside the shoulder and for work on the shoulder.

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

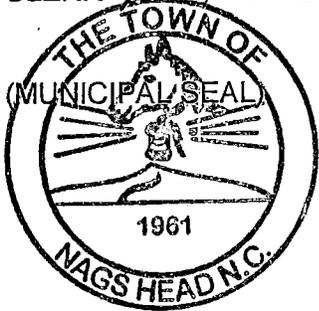
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given as evidenced by the attached certified copy of Resolution, IN WITNESS Ordinance or Charter Provision, as the case may be.

LS

ATTEST:

Carolyn F. Morris
CLERK Carolyn F. Morris

TOWN OF NAGS HEAD
BY: Robert W. Muller
MAYOR Robert W. Muller



Federal Tax Identification Number:

56-6034273

Town's Remittance Address:
Town of Nags Head

P. O. Box 99

Nags Head, NC 27959

DEPARTMENT OF TRANSPORTATION

BY: H. Sanderson
STATE HIGHWAY ADMINISTRATOR

APPROVED AS TO FORM

BY: R. A. [Signature]
ASSISTANT ATTORNEY GENERAL

**"THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET & FISCAL CONTROL ACT."**

Rhonda G. Sommer
Rhonda G. Sommer, Finance Director

**RESOLUTION TO THE BOARD OF COMMISSIONERS
OF THE TOWN OF NAGS HEAD, NORTH CAROLINA**

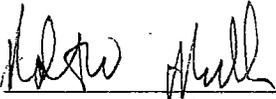
A motion was made by Comr. Remaley and seconded by Mayor Pro Tem George Farah for the adoption of the following Resolution, and upon being put to a vote was duly adopted with a 4 - 1 vote:

WHEREAS, the Department and the Town of Nags Head have agreed to install certain landscape plantings in the following locations; 1) on the east side of US 158 extending south from the northern town limits at Eighth Street to Driftwood Street; and, the west side of US 158 extending south from the northern town limits at Eighth Street to approximately Nags Head Realty; and, 2) the east side of US 158 directly across from the Outer Banks Hospital south to South Seachase Drive; and, the west side of US 158 from the Outer Banks Hospital south to South Seachase Drive, excluding the area in front of the Outer Banks Mall.

WHEREAS, the Department will be responsible for the design of the landscape plans, prepare the site, install the plant materials and maintain said planting areas for a period of three (3) calendar years, at no expense to the Municipality; and,

WHEREAS, at the end of the three (3) year establishment period, the Municipality will assume responsibility for maintenance and replacement of the new landscape plantings.

NOW, THEREFORE, BE IT RESOLVED that Project E-2973 A, Dare County, is hereby formally approved by the Board of Commissioners of the Town of Nags Head and that the Mayor and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the Department of Transportation.



ROBERT W. MULLER, Mayor

ATTEST:



Carolyn F. Morris, Town Clerk

I, Carolyn F. Morris, Clerk of the Town of Nags Head, do hereby certify that the foregoing is a true and correct copy of excerpts from the Minutes of the meeting of the Board of Commissioners duly held on the 4th day of September, 2002.

WITNESS, my hand and the official seal of said Municipality on this the 5th day of September, 2002.





CLERK
TOWN OF NAGS HEAD
NORTH CAROLINA