



TOWN OF SOUTHERN SHORES
TOWN COUNCIL REGULAR MEETING

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

PITTS CENTER

Tuesday, October 03, 2023 at 5:30 PM

AGENDA

Call Meeting to Order

Pledge of Allegiance

Moment of Silence

Amendments to / Approval of Agenda

Consent Agenda

1. Approval of Draft Minutes

2. Budget Amendments

Presentations

3. Audit Report-Carr, Riggs & Ingram

Staff Reports

Deputy Town Manager/Planning Director

Monthly Permit Report & Planning Board Update

Police Chief

Fire Chief

Town Manager

Town Attorney

General Public Comment (Limit: 3 minutes per speaker.)

Old Business

New Business

4. Public Hearing-TCA-23-02 Amendment to the Extraterritorial Jurisdiction of the Town of Southern Shores

5. Annual Appointment of the Reconstruction Task Force

6. Consideration of Contract Tasks -Kimley Horn

General Public Comment (Limit: 3 minutes per speaker.)

Council Business

Closed Session-pursuant to N.C.G.S. § 143-318.11(a)(3)

Adjourn



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PITTS CENTER
Tuesday, July 11, 2023 at 5:30 PM

MINUTES

1 **Call Meeting to Order**

2 Pledge of Allegiance

3 Moment of Silence

4

5 **Present**

6 Mayor Elizabeth Morey

7 Mayor pro tem Matt Neal

8 Council Member Leo Holland

9 Council Member Paula Sherlock

10

11 **Absent:** Council Member Batenic

12

13 **Agenda approval**

14 Motion to approve the agenda as presented: Council Member Holland

15 Second: Council Member Sherlock

16 Vite: 4-0

17

18 **Consent Agenda approval**

19 **1. Renewal-Disaster Related Debris Removal Agreement with NCDOT**

20 **2. Town Manager Contract Renewal-3 years**

21 **Motion** to approve the consent agenda as presented: Council Member Sherlock

22 **Second:** Council Member Holland

23 Vote: 4-0

24

25 **Employee Recognition**

26 Mayor Morey recognized Town Clerk Sheila Kane and Sergeant Cooke for their 15 years of service, and Public

27 Works Technician Frankie Powers for 5 years of service with the town.

28

29 **Presentation**

30 Jim Gould representing the OBX Bicycle and Pedestrian Safety Coalition presented a brief presentation

31 summarizing, OBX Bicycle and Pedestrian Safety Coalition is “back on the move” spread their mission, “to help

32 facilitate the education and awareness of practical bicycle and pedestrian safety to drivers, pedestrians, cyclists

33 and all those who live or visit the Outer Banks of North Carolina in a positive and proactive manner.” [copy of

34 presentation is attached]

35 Mayor Morey stated in the same area of pedestrian bicycle safety, the town is in in the process of supporting an

36 educational video for pedestrian crosswalk safety. The town is also going to pursue grant funding for upgrading

37 all of the pedestrian crosswalks on NC-12, in terms of safety.

38

39

40 **Staff Report**

41 **Planning Director/ Deputy Town Manager** Wes Haskett presented the permit reports for the month of May. He
 42 also reported the following updates:

43 **Land Use Plan Update**-The consultant is still working on the final draft. If it's completed in time, we may
 44 schedule a Special Planning Board meeting by the end of July for the Board to consider the final draft
 45 and possibly make a recommendation to Council. Once a recommendation to Council has
 46 been made, the plan will be sent to the N.C. Division of Coastal Management for its
 47 required review which could take 75 days or longer. Once we've received comments from
 48 DCM, the consultant will revise the plan accordingly and the Planning Board will consider it
 49 again (if needed) and then the Council can hold a public hearing and consider it.

50
 51 **Planning Board**--The Town Planning Board will hold its regular meeting on July 17th at 5:00 p.m. here in the
 52 Pitts Center. The purpose of the meeting is for the Board to hold a Public Hearing to
 53 consider VA-23-01, a Variance application submitted by Lindsey Lupino to seek relief from
 54 Town Code Section 36-165(8) Table C., Permanent Signage in the Commercial District for the property
 55 located at 5500 N. Croatan Hwy. The Board may also consider TCA-23-02, a Town Code Amendment to
 56 relinquish ETJ over the Martin's Point Commercial properties.

57
 58 **Police Department**-Police Chief David Kole presented the Police Department's report for the month of June.

59 **Fire Department**- Fire Chief Ed Limbacher presented the Police Department's report for the month of June.

60 **Town Manager** Ogburn presented the following operational highlight:

- 61 ○ Quarterly financial update
- 62 ○ Fred Smith signed the contract for the street pavement project and work can start anytime now in
 63 late July or August, the end date on that project is October 13th.
- 64 ○ The town will start to implement the usage of a new financial software, ClearGov, enabling clear
 65 transparency of finances that can be posted on the town website.

66
 67 **Public Comment**-none

68
69 **Council Business**

70 Council Member Holland provided the Tourism Board report for April. Occupancy collections were for the month
 71 of April down three percent and the current year to date is down one percent. Meals were up .4 percent and
 72 year to date up 5.6 percent.

73
 74 Council Member Sherlock stated the Albemarle Rural Planning Organization is finally meeting in person in
 75 August. This is a group that sets legislative priorities for the Seven Counties in northeastern North Carolina.

76
 77 Mayor Morey stated the next Council Meeting will be August 1st and would like to recognize Jam Media
 78 Solutions, which is the conglomerate that owns four of the radio stations here in the area, and they are currently
 79 running along with their weekend traffic reports the message that the residents of Southern Shores would like
 80 travelers going north to Duck and Corolla to please stay on NC12 and don't use the neighborhood streets of
 81 Southern Shores. She also stated staff is pursuing getting grant writing assistance from the North Carolina
 82 League of Municipalities and a consultant that another town in Dare County has used to pursue grant funding
 83 for projects such as, storm water mitigation projects and additional walking paths, and grant funding for
 84 upgrading the safety of the pedestrian crosswalks on NC-12.

85
 86 **Closed Session**- pursuant to N.C.G.S. § 143-318.11(a)(3) & N.C.G.S. § 143-318.11(a)(5)

87 **Motion:** Council Member Holland moved to go into closed session pursuant to N.C.G.S. § 143-318.11(a)(3) &
 88 N.C.G.S. § 143-318.11(a)(5)

89 **Second:** Council Member Sherlock

90 **Vote: 4-0**

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Adjourn

Motion: Council Member Holland moved to adjourn the meeting at 6:40 p.m

Second: Council Member Sherlock

Vote: 4-0

ATTEST:

Respectfully submitted,

A. Elizabeth Morey, Mayor

Sheila Kane, Town Clerk

The attached documents are incorporated herewith and are hereby made a part of these minutes.

Town of Southern Shores
Budget Amendment Number #17

CEMETERY FUND

Increases

Decreases

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	Revenues				
30-40-39909	Unassigned Fund Balance Cemetery Fund	\$1,340			
	Expenditures				
30-06-50120	Contracted Services	\$1,340			
	TOTAL			TOTAL	\$ -

Explanation: Cost for Gallop Funeral Home to do work in the Town's cemetery

Recommended By:

Cliff Ogburn, Town Manager

Approved By: Town Council

Elizabeth Morey, Mayor

Date



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 3, 2023

ITEM TITLE: Public Hearing-TCA-23-02 Amendment to the Extraterritorial Jurisdiction of the Town of Southern Shores

ITEM SUMMARY:

On August 1, 2022, Extraterritorial Jurisdiction (ETJ) Representative John Finelli requested the Town to relinquish its ETJ over ETJ Tract No. 1 Martin's Point Commercial. At the December 19, 2022 Planning Board meeting, the Board unanimously recommended relinquishment of ETJ Tract No. 1 Martin's Point Commercial to the Town Council. On February 7, 2023, the Town Council directed Town Staff to prepare an ordinance to relinquish ETJ over the Martin's Point commercial properties. At the August 17, 2023 Planning Board meeting, the Board unanimously recommended TCA-23-02 to the Town Council.

STAFF RECOMMENDATION:

Approval of TCA-23-02.

REQUESTED ACTION:

Motion to approve TCA-23-02.

STAFF REPORT

To: Southern Shores Town Council
Date: October 3, 2023
Case: TCA-23-02
Prepared By: Wes Haskett, Deputy Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Town of Southern Shores

Requested Action: Relinquishment of ETJ Tract No. 1 Martin’s Point Commercial and Amendment of the Town Code by amending Town Code Sections 14-37, 24-2, and 34-79.

ANALYSIS

On August 1, 2022, Extraterritorial Jurisdiction (ETJ) Representative John Finelli requested the Town to relinquish its ETJ over ETJ Tract No. 1 Martin’s Point Commercial. At the December 19, 2022 Planning Board meeting, the Board unanimously recommended relinquishment of ETJ Tract No. 1 Martin’s Point Commercial to the Town Council. On February 7, 2023, the Town Council directed Town Staff to prepare an ordinance to relinquish ETJ over the Martin’s Point commercial properties. At the August 17, 2023 Planning Board meeting, the Board unanimously recommended TCA-23-02 to the Town Council.

RECOMMENDATION

Town Staff recommends approval of the ordinance to the Town Council.



Town of Southern Shores

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info@southernshores-nc.gov

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TCA-23-02

9-28-23

Ordinance 2023-XX-XX

10 AN ORDINANCE TO AMEND THE EXTRATERRITORIAL JURISDICTION OF
11 THE TOWN OF SOUTHERN SHORES TO DELETE CERTAIN AREAS
12 (By Amending and Restating Ordinance Number 79-0006
13 as amended by Ordinances of May 4, 1993, September 22, 1999, and August 29, 2000)

15 **ARTICLE I. Purpose(s) and Authority.**

17 **WHEREAS** the Town Council of Southern Shores by ordinance number 79-0006
18 on August 7, 1979 brought the properties known as the OBRA (Outer Banks Recreational
19 Association) property and Martin's Point within its extraterritorial jurisdiction pursuant to
20 Section 6-1 of the Town Charter and N.C.G.S. 160A-360; and

22 **WHEREAS** the OBRA property was thereafter annexed into the Town of Southern
23 Shores by ordinance adopted on the 5th day of May, 1981 effective June 1, 1981, and
24 thereby became incorporated into the Town corporate limits and no longer a part of the
25 Town's extraterritorial jurisdiction; and

27 **WHEREAS** the property known as the residential portion of Martin's Point
28 formerly owned by P. K. Gravely or the China American Tobacco Co. (CATCO), their
29 successors and assigns, was requested to be excluded from the extraterritorial jurisdiction
30 of Southern Shores and the Town Council determined that the residential portion of
31 Martin's Point, but excluding the commercial portion bordering U.S. Highway 158, was no
32 longer an area of critical concern to Southern Shores and was removed and deleted from
33 the extraterritorial jurisdiction of Southern Shores on August 29, 2000; and

35 **WHEREAS** the property known as the commercial area of Martin's Point has been
36 requested to be excluded from the extraterritorial jurisdiction of Southern Shores and the
37 Town Council has determined that the commercial portion of Martin's Point bordering U.S.
38 Highway 158, is no longer an area of critical concern to Southern Shores; and

40 **WHEREAS** in order to exercise police power jurisdiction authorized by other
41 Statutes, to regulate the planning and development within, and to promote the orderly use
42 of, waters and waterways adjacent to and adjoining the Town and its extraterritorial
43 jurisdictional areas, and to promote the health, safety and welfare of the citizens, residents
44 and visitors to the Town, the Town Council has determined that it is necessary and prudent
45 to amend the existing extraterritorial jurisdiction of the Town as authorized by Section 6-

1 of the Town Charter and N.C.G.S. 160D-202(a) in order to eliminate jurisdiction over ETJ Tract No. 1 Martin's Point Commercial to Dare County; and

NOW THEREFORE the Town Council of the Town of Southern Shores, North Carolina does hereby amend and restate the Extraterritorial Jurisdiction Ordinance of August 29, 2000 which amended and restated Ordinance Number 79-0006 as amended on May 4, 1993 and September 22, 1999 as follows:

PART I. ETJ Tract to be Relinquished.

BE IT ORDAINED by the Town Council of Southern Shores, North Carolina, that the following tract is hereby removed and deleted from the extraterritorial jurisdiction of the Town of Southern Shores: Tract No. 1 Martin's Point Commercial, said tract being described as follows and attached in Exhibit 1:

TRACT NO. 1: MARTIN'S POINT COMMERCIAL. All that certain tract of land beginning at the intersection of the north margin of the right of way of U.S. Highway 158 with the west shoreline of Jean Guite Creek; thence along the northern margin of the right of way of U.S. Highway 158 south 70 deg. 03 min. 05 sec. west 1599.00 feet to the eastern shoreline of the Currituck Sound; thence cornering and along the eastern shoreline of the Currituck Sound north 20 deg. 06 min. 24 sec. west 283.72 feet to a point; thence cornering and along the southern boundary of the Martin's Point residential lots north 70 deg. 30 min. 51 sec. east 187.33 feet; thence north 20 deg. 06 min. 24 sec. west 50.00 feet; thence north 70 deg. 03 min. 05 sec. east 1446.39 feet to the western shoreline of Jean Guite Creek; thence cornering along the western shoreline of Jean Guite Creek south 14 deg. 08 min. 27 sec. east 333.92 feet to the point of beginning.

PART II. ETJ Tracts to Remain.

WHEREAS, there exist certain areas of waters bordering or adjacent to the Town of Southern Shores corporate limits; and

WHEREAS, for the purposes of regulating orderly growth and protection of the Town's health and welfare, it is desirable to exercise extraterritorial jurisdiction as to these two tracts pursuant to the General Statutes of North Carolina and Section 6-1 of the Charter incorporating the Town of Southern Shores.

THEREFORE, BE IT ORDAINED by the Town Council of Southern Shores, North Carolina, that the following two areas of the extraterritorial concern be included in the extraterritorial jurisdiction of the Town of Southern Shores for the planning and regulation of development pursuant to Chapter 160D of the North Carolina General Statutes, and other Statutes providing for police power enforcement within areas of extraterritorial jurisdiction, said areas being commonly referred to as (1) the waters of Currituck Sound within one mile of the western corporate limits of the Town but excluding those sound waters located westward of Martin's Point, and (2) the waters of the Atlantic

1 Ocean within one mile of the eastern corporate limits of the Town, each of which tracts is
2 more particularly described as follows:

3
4 Tract No. 1: Currituck Sound Waters. All those waters lying within one mile of the
5 western corporate limits of Southern Shores in Ginguite (a/k/a Jean Guite) Creek also
6 known as Martin's Point Creek and Currituck Sound but excluding those sound waters
7 located westward of Martin's Point and more particularly described as follows: beginning
8 at the intersection of the north margin of the right-of-way of U.S. Highway 158, the same
9 being the north boundary of the town of Kitty Hawk, with the east shoreline of Ginguite
10 Bay or Creek the same being the western corporate limits of Southern Shores; thence along
11 the northern margin of the right-of-way of U.S. Highway 158 westward to its intersection
12 with the east shoreline of Martin's Point; thence northward along the east shoreline of
13 Martin's Point following the meanderings of the mean high water mark to the northernmost
14 point of Martin's Point; thence westward in Currituck Sound on a course of south 67 deg.
15 31 min. 23 sec. west 2,358.78 feet to a point; thence cornering north 10 deg. 21 min. 11
16 sec. west 7,670.27 feet to a point; thence cornering north 64 deg. 29 min. 04 sec. east
17 4994.96 feet to the northwestern corner of the Southern Shores corporate limits located at
18 the intersection of the eastern shoreline of Currituck Sound with the southern boundary of
19 the lands known as the H.C. Hargrave Tract; thence cornering and in a southerly direction
20 along the western corporate limits of Southern Shores, following the meanderings thereof
21 to a point at the intersection of the eastern shoreline of Ginguite Bay or Creek with the
22 north margin of the right-of-way of U.S. Highway 158, the point of beginning.

23
24 Tract No. 2: Atlantic Ocean Waters. All those waters lying within one mile of the
25 eastern corporate limits of Southern Shores in the Atlantic Ocean and bounded as follows:
26 beginning at the southeast corner of the corporate limits of Southern Shores at the
27 intersection of the north boundary of the town of Kitty Hawk with the shoreline of the
28 Atlantic Ocean; thence from the beginning point north 64 deg. 29 min. 04 sec. east,
29 5,020.12 feet to a point; thence cornering north 25 deg. 04 min. 52 sec. west 19,617.00 feet
30 to a point; thence cornering south 64 deg. 29 min. 04 sec. west 5,020.13 feet to the northeast
31 corner of the Southern Shores corporate limits at the intersection of the southern boundary
32 of the lands known as the H.C. Hargrave Tract with the shoreline of the Atlantic Ocean;
33 thence cornering and along the shoreline of the Atlantic Ocean in a southerly direction
34 following the meanderings thereof to the point of beginning.

35
36 The above described tracts are more particularly shown as Tract 2 and Tract 3 on that
37 certain map entitled "Official Zoning Map", by Quible & Associates, P.C., revised January
38 6, 2015 and attached to this ordinance and made a part thereof.

39
40 **ARTICLE II. Amendment of Town Code.**

41
42 **NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of
43 Southern Shores, North Carolina, that the Town Code shall be amended as follows:

44
45 **PART I. That Sec. 14-37. General regulations.** Be amended as follows:
46

1 **Sec. 14-37. General regulations.**

2

3 (a) *Fire extinguishing equipment.* All buildings used for public assembly and
4 commercial buildings must have adequate fire extinguishers or an automatic fire
5 extinguishing system as set forth in NFPA standards and as approved by the fire
6 inspector. The fire inspector shall be notified by the owner or user of an automatic
7 fire extinguishing system of its becoming inoperable or taken out of service or when
8 service is restored.

9 (b) *"No Smoking" signs.* The fire inspector shall post "No Smoking" signs on any
10 premises where conditions exist which make smoking a fire hazard. No person shall
11 smoke in an area designated nor shall remove or destroy a "No Smoking" sign.

12 (c) *Fire hydrants.* The developer and/or builder of any residential dwelling and/or
13 development other than one- and two-family dwellings, as defined in the town's
14 zoning ordinance must provide a water and fire hydrant system for the dwelling or
15 development as approved by the fire inspector.

16 (d) *Hydrant map.* The town shall create and maintain a map of public and private fire
17 hydrants within the town and the extraterritorial jurisdiction area of Martins Point.

18 (e) *Fire sprinkler systems.* Structures with sprinkler systems shall cause them to be
19 inspected by a certified sprinkler inspector each year. Reports of such inspections
20 shall be kept on the premises and a copy forwarded to the fire inspector.

21

22 **PART II. That Sec. 24-2. Areas in extraterritorial jurisdiction.** Be amended as follows:

23

24 **Sec. 24-2. Areas in extraterritorial jurisdiction.**

25

26 The following areas adjacent to the town shall be included in the extraterritorial
27 jurisdiction of the town for the planning and regulation of development, pursuant to G.S.
28 ch. 160A, art. 19 (G.S. 160A 360—160A 459) 160D-202, with said areas being
29 described as follows:

30 *Tract No. 1: Martin's Point Commercial.* All that certain tract of land located
31 and bordered on the east by Ginguite (a/k/a Jean Guite) Creek, on the south by U.S.
32 Highway 158, on the west by Currituck Sound, and on the north by the Martin's
33 Point residential lots and bounded as follows: beginning at the intersection of the
34 north margin of the right of way of U.S. Highway 158, the same being the north
35 boundary of the town of Kitty Hawk, with the west shoreline of Ginguite Bay or
36 Creek; thence along the northern margin of the right of way of U.S. Highway 158
37 south 70 deg. 03 min. 05 sec. west 1624.11 feet to the eastern shoreline of Currituck
38 Sound; thence cornering and along the eastern shoreline of Currituck Sound north 27
39 deg. 13 min. 01 sec. west 260.69 feet to a point; thence cornering and along the
40 southern boundary of the Martin's Point residential lots north 63 deg. 24 min. 14 sec.
41 east 187.33 feet; thence north 27 deg. 13 min. 01 sec. west 50.00 feet; thence north
42 64 deg. 08 min. 47 sec. east 1496.90 feet to the western shoreline of Ginguite Creek;

1 ~~thence cornering along the western shoreline of Ginguite Creek south 20 deg. 31~~
2 ~~min. 20 sec. east 333.43 feet to the point of beginning.~~

3 *Tract No. 2 1: Currituck Sound Waters.* All those waters lying within one mile
4 of the western corporate limits of Southern Shores in Ginguite (a/k/a Jean Guite)
5 Creek also known as Martin's Point Creek and Currituck Sound but excluding those
6 sound waters located westward of Martin's Point and more particularly described as
7 follows: beginning at the intersection of the north margin of the right-of-way of U.S.
8 Highway 158, the same being the north boundary of the town of Kitty Hawk, with
9 the east shoreline of Ginguite Bay or Creek the same being the western corporate
10 limits of Southern Shores; thence along the northern margin of the right-of-way of
11 U.S. Highway 158 westward to its intersection with the east shoreline of Martin's
12 Point; thence northward along the east shoreline of Martin's Point following the
13 meanderings of the mean high water mark to the northernmost point of Martin's
14 Point; thence westward in Currituck Sound on a course of south 67 deg. 31 min. 23
15 sec. west 2,358.78 feet to a point; thence cornering north 10 deg. 21 min. 11 sec.
16 west 7,670.27 feet to a point; thence cornering north 64 deg. 29 min. 04 sec. east
17 4994.96 feet to the northwestern corner of the Southern Shores corporate limits
18 located at the intersection of the eastern shoreline of Currituck Sound with the
19 southern boundary of the lands known as the H.C. Hargrave Tract; thence cornering
20 and in a southerly direction along the western corporate limits of Southern Shores,
21 following the meanderings thereof to a point at the intersection of the eastern
22 shoreline of Ginguite Bay or Creek with the north margin of the right-of-way of U.S.
23 Highway 158, the point of beginning.

24 *Tract No. 3 2: Atlantic Ocean Waters.* All those waters lying within one mile of
25 the eastern corporate limits of Southern Shores in the Atlantic Ocean and bounded as
26 follows: beginning at the southeast corner of the corporate limits of Southern Shores
27 at the intersection of the north boundary of the town of Kitty Hawk with the
28 shoreline of the Atlantic Ocean; thence from the beginning point north 64 deg. 29
29 min. 04 sec. east, 5,020.12 feet to a point; thence cornering north 25 deg. 04 min. 52
30 sec. west 19,617.00 feet to a point; thence cornering south 64 deg. 29 min. 04 sec.
31 west 5,020.13 feet to the northeast corner of the Southern Shores corporate limits at
32 the intersection of the southern boundary of the lands known as the H.C. Hargrave
33 Tract with the shoreline of the Atlantic Ocean; thence cornering and along the
34 shoreline of the Atlantic Ocean in a southerly direction following the meanderings
35 thereof to the point of beginning.

36
37 **PART III. That Sec. 34-79. Geographic jurisdiction.** Be amended as follows:

38
39 **Sec. 34-79. Geographic jurisdiction.**

- 40
41 (a) This implementation and enforcement plan will encompass areas within the town.
42 The boundaries of this area are shown on the town zoning map and are available for
43 public inspection.
44 (b) ~~In addition, the town has established extraterritorial zoning control over Martin's~~
45 ~~Point.~~

1 (eb) The areas of environmental concern likely to be designated in this jurisdiction are
2 classified as ocean hazard and estuarine shoreline.

3 (dc) Most minor development permit requests are likely to be for residential construction
4 and bulkheads.

5
6 **ARTICLE IV. Severability.**

7
8 All Town ordinances or parts of ordinances in conflict with this ordinance amendment are
9 hereby repealed. Should a court of competent jurisdiction declare this ordinance
10 amendment or any part thereof to be invalid, such decision shall not affect the remaining
11 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the
12 Town of Southern Shores, North Carolina which shall remain in full force and effect.

13
14 **ARTICLE V. Effective Date.**

15
16 This ordinance amendment shall not be in full force and effect until (i) the County has
17 adopted development regulations or (ii) a period of 60 days has elapsed from the 3rd day
18 of October, 2023.

19
20
21
22 _____
Matt Neal, Mayor Pro Tem

23 ATTEST:

24
25 _____
26 Town Clerk

27
28
29 APPROVED AS TO FORM:

30
31 _____
32 Town Attorney

33
34 Date adopted:

35
36 _____
37 Motion to adopt by Councilmember:

38
39 _____
40 Motion seconded by Councilmember:

41
Vote: ___AYES___NAYS

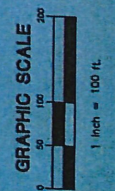
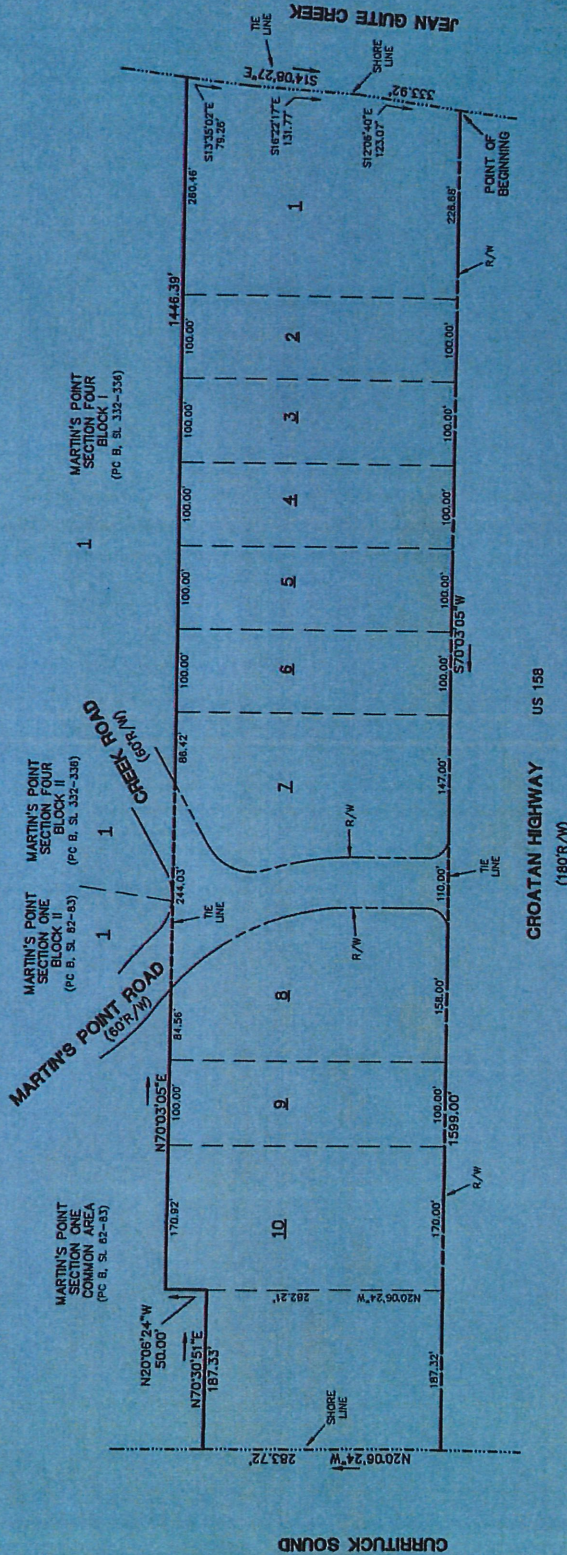
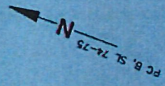
EXHIBIT 1

NOTES

- THIS MAP DEPICTS TRACT 1, MARTIN'S POINT COMMERCIAL EXTRATERRITORIAL JURISDICTION, AS SHOWN ON THE "MARTIN'S POINT COMMERCIAL LOTS" SUBDIVISION RECORDED IN PC B. S. 74-75
- THIS IS NOT A COMPLETE BOUNDARY SURVEY OF ANY PROPERTIES SHOWN
- AREA - 528,212 sq. ft. (COORD)

TRACT 1 DESCRIPTION

-BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF U.S. HIGHWAY 158, THE SAME BEING THE NORTH MARGIN OF THE SHORELINE OF JEAN QUITE CREEK; THENCE WITH THE WEST SHORE LINE OF JEAN QUITE CREEK; THENCE ALONG THE WEST SHORE LINE OF JEAN QUITE CREEK; THENCE SOUTH 70 DEG. 03' 05" WEST 1599.00' TO THE EASTERN SHORELINE OF JEAN QUITE CREEK; THENCE CORNERING AND ALONG THE EASTERN SHORE LINE OF THIS CURRITUCK SOUND NORTH 20 DEG. 00' 24" WEST 1000.00' TO THE POINT OF BEGINNING OF THE SHORELINE AND ALONG THE SHORELINE AND ALONG THE SOUTH MARGIN OF JEAN QUITE CREEK; THENCE NORTH 03' 00' 24" WEST 50.00', THENCE NORTH 70 DEG. 03' 05" WEST 50.00', THENCE NORTH 70 DEG. 03' 05" WEST 50.00', THENCE CORNERING ALONG THE WESTERN SHORE LINE OF JEAN QUITE CREEK SOUTH 14 DEG. 00' 27" EAST 333.92' TO THE POINT OF BEGINNING



DISTRICT BASE MAP TOC

TOWN OF SOUTHERN SHORES

MARTIN'S POINT COMMERCIAL LOTS
EXTRATERRITORIAL JURISDICTION, TRACT 1

AS INC'D PC B. S. 74-75

SOUTHERN SHORES ATLANTIC TRSP. DATE CO. W. CAROLINA

SCALE: 1"=100'

FILE NO. 4891

APP. NO. 4891A

DATE 6/5/23

B.I.V.D.
BUREAU OF INTEGRATED LAND MANAGEMENT
P.O. BOX 7184, WILMINGTON, NC 28402-7184

Quible & Associates, P.C.
 ENGINEERING • CONSULTING • PLANNING
 ENVIRONMENTAL SCIENCES • SURVEYING
 Phone: (252) 261-3300
 Fax: (252) 261-1260

OFFICIAL ZONING MAP
 TOWN OF SOUTHERN SHORES
 APPROVED BY THE BOARD OF ZONING ADJUSTERS
 DATE: 08/11/2015

WELL & COUNTY MAPS & SURVEYING, INC. HAS BEEN APPROVED BY THE BOARD OF ZONING ADJUSTERS AS THE OFFICIAL ZONING MAP DRAFTER FOR THE TOWN OF SOUTHERN SHORES.
 APPROVED: *Angie La 2015*
 ASST. TO BOARD CHAIR



ATLANTIC OCEAN

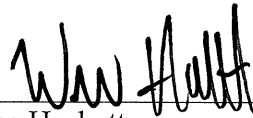


LEGEND:

DISTRICT	SYMBOL	DESCRIPTION
FIRE	////	FIRE DISTRICT THE MARKETPLACE SHOPPING CENTER
ETJ	---	EXTRA TERRITORIAL JURISDICTION
C	■	GENERAL COMMERCIAL DISTRICT
G & I	■	GOVERNMENT AND INSTITUTION ZONE
OSW	■	EXTRA TERRITORIAL OCEAN and SOUND WATER DISTRICT
RI	■	LOW DENSITY RESIDENTIAL DISTRICT
RSI	■	SINGLE FAMILY RESIDENTIAL DISTRICT
	■	CANALS + PONDS, OTHER WATERS
RSS	■	MULTI-FAMILY RESIDENTIAL DISTRICTS
RSIO	■	

CERTIFICATE OF SERVICE

I, Wes Haskett, Deputy Town Manager/Planning Director of the Town of Southern Shores, do hereby certify that notice of the public hearing to consider TCA-23-02 which will relinquish ETJ over Tract No. 1 Martin's Point Commercial hereto attached was mailed by Certified U.S. Mail to the persons listed below at the addresses indicated with the proper postage attached and deposited in an official depository of the United States Postal Service, on the 25th day of August, 2023.



Wes Haskett
Deputy Town Manager/Planning Director
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949
Phone: (252) 261-2394
Fax: (252) 255-0876

SERVED:

N.C. State
c/o State Property Office
116 W Jones St
Raleigh, NC 27603

6475 North Croatan Highway Professional Group LLC
P.O. Box 560069
County Road 455
Montverde, FL 34756

Office 6445 LLC
P.O. Box 90
Kill Devil Hills, NC 27948

MPVH Properties, LLC
1024 Martin's Point Rd
Kitty Hawk, NC 27949

Martin's Point Homeowners Association Inc.
P.O. Box 2029
Kitty Hawk, NC 27949

E. Paul Breaux, Jr.
P.O. Box 1630
Kill Devil Hills, NC 27948

The Coastal Cottage Company, LLC
100 Woodhill Ct
Kitty Hawk, NC 27949

Pledger Palace Child Development & Education Center, Inc.
c/o Patricia Pledger
6325 N Croatan Hwy
Kitty Hawk, NC 27949

Central Garden Center And Nursery
6285 N Croatan Hwy
Kitty Hawk, NC 27949

Hillcreek, LLC
P.O. Box 386
Elizabeth City, NC 27907

Amini Re Holdings LLC
P.O. Box 33
Kill Devil Hills, NC 27948

Martin's Point Professional Center -
Condo Unit Owners
c/o Seaside Management
P.O. Box 261
Kitty Hawk, NC 27949

Nepenthe Partners, LLC
102 Pinnacle Ct.
Kitty Hawk, NC 27949

Pigeon Holding LLC
107 Pinnacle Ct.
Kitty Hawk, NC 27949

Jeffrey & Kelly Shields
163 Beech Tree Trl.
Southern Shores, NC 27949



Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

info@southernshores-nc.gov

www.southernshores-nc.gov

August 25, 2023

Dear Property Owner:

Notice is hereby given that the Southern Shores Town Council will hold a public hearing on October 3, 2023 in the Pitts Center located at 5377 N. Virginia Dare Trl. The meeting will begin at 5:30 p.m. The purpose of the public hearing is for the Town Council to receive input from citizens wishing to comment on TCA-23-02, a Town Code Amendment and Ordinance submitted by the Town of Southern Shores to amend the Extraterritorial Jurisdiction of the Town of Southern Shores to delete certain areas (Tract No. 1 Martin's Point Commercial) by amending and restating Ordinance Number 79-0006 as amended by Ordinances of May 4, 1993, September 22, 1999, and August 29, 2000.

The purpose of TCA-23-02 is to relinquish the Town's Extraterritorial Jurisdiction (ETJ) over the Martin's Point commercial properties. If adopted, the Martin's Point commercial properties will no longer be subject to the Town's development regulations (zoning, flood, etc.) and they will become a part of Dare County's jurisdiction. You are receiving this certified letter because the application concerns property owned by you and notice of the hearing must be sent to you at least thirty days prior to the public hearing. For additional information or questions, please contact Town Hall at (252) 261-2394 or email whaskett@southernshores-nc.gov.

Sincerely,

Wes Haskett
Deputy Town Manager/Planning Director
Town of Southern Shores



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 3, 2023

ITEM TITLE: Annual Appointment of the Reconstruction Task Force

ITEM SUMMARY:

Section 12-69 of the Town Code requires an annual appointment of a Reconstruction Task Force which would be activated upon the declaration of a building moratorium following a major storm event. The task force is responsible for advising the Town Council on a wide range of post-storm reconstruction issues. A primary function of the task force is to receive and review damage reports and other analyses of post-storm circumstances and to compare these circumstances with mitigation opportunities identified prior to the storm, to discern appropriate areas for post-storm change and innovation. The Task Force consists of two elected officials, two Planning Board members, Town Staff, a representative from the building or realty community, one representative from the SSCA, and one representative from the CPOA:

- Mayor
- Mayor Pro Tem
- Planning Board Chairperson
- Planning Board Vice Chairperson
- Town Manager
- Deputy Town Manager/Planning Director
- Police Chief
- Fire Chief
- SSCA President
- CPOA President
- Construction Community Representative (David Buchanan)

STAFF RECOMMENDATION:

Appointment of the Reconstruction Task Force.

REQUESTED ACTION:

Motion to appoint the Reconstruction Task Force.



AGENDA ITEM SUMMARY

Item # 6

MEETING DATE: October 3, 2023

ITEM TITLE: Consideration of Contract Tasks -Kimley Horn

ITEM SUMMARY:

Previously, staff requested separating the tasks associated with the permitting and design of the cored slab bridge to replace the culvert located on Trinitie/Juniper Trail while consideration was given to lowering the height of the bridge. At that time, Kimley-Horn proceeded with the Tasks/Disciplines that were not impacted as a result of the continued coordination between the Town and the Coast Guard regarding the Town's request to obtain Coast Guard permission to lower the existing structure opening. All Tasks/Disciplines that were subject to change as a result of this coordination would be held off until a later date and be contracted as Task Order #2. We now know that the bridge can be lowered, and the additional tasks can now begin.

Tasks currently under contract include Environmental (ongoing), Geotechnical Engineering Services (ongoing), Topographic Survey (complete), SUE Investigation (complete), Document Review and Coordination (complete). The cost for these tasks is \$176,780.

The additional tasks will be captured under a new contract agreement and include Structural Design, Erosion Control Plans, Traffic Management Plan, Pavement Marking and Signing, Utility Coordination and Bid Phase Services. The costs for these tasks is \$257,920.

STAFF RECOMMENDATION:

Staff recommends the remaining tasks be placed under contract.

REQUESTED ACTION:

Approval of a motion to authorize the Town Manager to enter a contract with Kimley-Horn for the remaining tasks associated with the Permitting and Design of the cored slab bridge to replace the culvert located at Trinitie/Juniper Trail. Approval of a budget amendment to transfer \$257,920 from undesignated fund balance to the general fund to cover the cost of the contract.

ATTACHMENTS: Contract for remaining tasks

Current Project Timeline

September 29, 2023

Mr. David Bradley
Public Works Director – Town of Southern Shores, NC
5375 N. Virginia Dare Trail
Southern Shores, North Carolina 27949

Re: Structure Replacement of Trinitie Trail Culvert
Professional Services Agreement – Task Order #2

Dear Mr. Bradley

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this letter agreement (the “Agreement”) to the Town of Southern Shores, NC (“Client” or “Town”) to provide construction documents concerning the replacement of the aluminum pipe culvert on Trinitie Trail in Southern Shores, North Carolina.

Project Understanding

Based on information (Request for Proposals, conceptual design plans, and additional correspondence) provided by the Client, the aluminum pipe arch culvert over Canvas Back Canal on Trinitie Trail in Southern Shores, NC has experienced significant settlement on the sides of the culvert leading to an uneven roadway surface and ponding water during rain events on the roadway above. Additionally, the current vertical grade of the roadway does not meet current design code for safe stopping sight distance, leading to an unsafe “blind” crest going over the structure.

The Client has requested that Kimley-Horn develop construction documents for the selected alternative to replace the existing pipe arch culvert. The selected alternative is a cored slab bridge and will require that Trinitie Trail Road be closed to traffic during construction as the proposed structure will replace the existing structure at its current location. In an effort to minimize the project's impacts to the surrounding natural landscape and trees, Kimley-Horn will work with the Client to evaluate reasonable options to mitigate these impacts.

Kimley-Horn understands that the Client intends to provide the necessary reviews throughout the design process and that the plans and specifications are to meet NCDOT standard. It has been understood that no federal or state money will be used for design or construction, therefore the design/permitting will be performed to meet the criteria as required for projects not receiving any federal or state funding, as indicated below.

As the previously scoped and contracted Task Order #1 is winding down, and the necessary design information has been acquired, Kimley-Horn has been authorized by the Town to move forward with Final Design elements as indicated in the tasks described below. This scope assumes that none of the previously scoped tasks will be impacted by this task order, nor will any effort yet to be completed in TO#1 will impact Kimley-Horn proceeding with final design efforts as described in this scope.

Based on information gathered during TO#1 from coordination with the US Coast Guard, it has been determined that the proposed bridge's low chord (low steel) elevation does not need to be any higher than the 100-year flood elevation. It was determined that this elevation for this location is 4.0'. Because

this elevation was much lower than anticipated and, in an effort, to provide a more resilient structure, Kimley-Horn and the Town determined that the vertical opening of the canal should not be less than 8.5' based on the observed high-water mark at elevation 2.2' as shown in the sealed survey form Rivers and Associates, Inc. dated 6/16/2023.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Hydraulic Design

In accordance with NCDOT requirements, the Consultant will develop the hydraulic analysis for the replacement of the Trinitie Trail / Juniper Trail culvert. The analysis will include bridge sizing for the proposed 2-lane pavement with 5' wide sidewalk typical section. The sizing will be based on maintaining hydraulic opening area. An extended bridge length will be used to develop the full impacts to streams and wetlands. The overriding design criteria will be the published FEMA 100-yr water surface elevation for which there is no existing hydraulic model and is based on Atlantic Ocean backwater. A scour analysis will be performed as necessary using coastal methods. Hydraulic modeling (tidal or riverine) via HEC-RAS (1D or 2D) or similar software will not be performed due to the coastal nature of the project. A NCDOT Bridge Survey Report (BSR) is not required and will not be created since the project will not be administered by NCDOT.

As described in the *Project Understanding*, it has been determined that the current low steel elevation does not need to be maintained and that the proposed structure can be lowered based on guidance provided by the US Coast Guard, and the bridge will be longer than the existing culvert opening. In addition to the bridge hydraulic analysis, the Consultant will also perform drainage studies, designs and ground surveys required to properly accommodate the bridge and roadway runoff. All drainage designs will be in accordance with the requirements of the Town and the latest revision of "Guidelines for Drainage Study and Hydraulic Design" by NCDOT.

The drainage designs will be submitted in accordance with the various roadway design submittals to the Town for review (35%, 65%, 90%, and 100%).

Task 2 – Roadway Design

Kimley-Horn will prepare roadway plans for the Trinitie Trail Culvert Replacement Project. Kimley-Horn anticipates 35%, 65%, 90%, and 100% plan submittals to the Town.

35% Construction Drawings will include the following:

- Title sheet
- Plan/profile sheets
- Roadway/Multi-Use Path (MUP) horizontal alignments
- Proposed and existing profiles
- Typical sections
- Cross-sections
- Limits of construction

- Superelevation on plans and cross sections
- Preliminary right-of-way and easements (if needed)
- Preliminary earthwork summary

65% Construction Drawings will include the following:

- Incorporated geotechnical recommendations
- Incorporated drainage
- Construction details
- Final ROW/easements
- Retaining wall envelopes (if needed)
- Addressed 35% comments
- Storm drainage plans
- Traffic management plans
- Utilities by others (UBO) plans (if needed)

90% Construction Drawings will include the following:

- Index of sheets, general notes, and construction details
- Addressed 65% comments
- ROW revisions (if needed)
- Pavement marking plans
- Signing plans
- Final earthwork summary
- Final guardrail summary
- Final pavement removal summary

100% Construction Drawings will include the following:

- Addressed 90% comments
- Signed and sealed plans

All plans and specifications shall conform to the latest AASHTO, NCDOT, and Town design standards. Kimley-Horn will provide a Quality Control/Quality Assurance review prior to each submittal.

All plan submittals will be subject to Town review. Kimley-Horn will facilitate virtual plan review meetings with the Town following the 35%, 65%, and 90% submittals. In lieu of revised 35%, 65%, and 90% submittals, all comments received will be incorporated into the following submittals.

Kimley-Horn will prepare plans on separate plan and profile sheets at a scale of 1"=20' horizontal and 1"=2' vertical on 22" x 34" plan sheets using MicroStation V8i and GEOPAK software. The Engineer will submit electronic PDF copies of the plans to the City of Raleigh and Developer.

Kimley-Horn will provide opinions of probable construction costs (OPCCs) with each submittal. Quantities will be measured consistent with NCDOT standard pay items. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's means and methods of determining prices. Nor does the Engineer have control over competitive bidding or market conditions. All opinions of probable construction costs are based on the information known to the Engineer at the time provided and represent only the Engineer's judgement as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from their opinions of probable construction costs.

Task 3 – Structural Design

Task 3.1 – Preliminary Bridge and Wall Plans

After completion of the 25% roadway plans and hydraulic analysis, Kimley-Horn will prepare Preliminary Bridge and Wall envelopes (as needed) showing the plan and elevation, and a typical section for the cored slab bridge over Canvas Back Canal on Trinitie Trail Road. The Preliminary Bridge and Wall envelopes will be prepared consistent with NCDOT standards and specifications as well as plan assembly and standard practices. The Preliminary Bridge and Wall envelopes will be submitted to the Town for review and comment. The Preliminary Bridge and Wall envelopes will be based on the span arrangement, structure type, and wall type established during the concept level plan phase. Kimley-Horn understands that the structure concepts currently include the following:

- The proposed structure will be a single-span bridge made up of 11-36"x15" precast cored slab units (30 foot +/- span length).
- The bridge vertical clearance over the canal will be lowered as discussed in the *Project Understanding*. Additionally, the canal's horizontal opening will have to be maintained or widened.
- The NCDOT standard 3-Bar Metal Rail will be utilized on the East side of the bridge along with the sidewalk to comply with the aesthetic requirements at the project site. The rail on the West side will be of open design but must meet the appropriate MASH crash test rating. KH will work with the Town to determine the appropriate rail type.
- Sheet pile walls will be used to maintain the roadway fill with a minimal footprint at the canal crossing, as shown in the Conceptual Plans submitted on 9/15/22.
- Where necessary, segmental gravity walls will be constructed to mitigate the impacts to adjacent property and protected vegetation; wall type is based on a preliminary assumption and subject to change based on proposed roadway geometry and final geotechnical recommendations. KH has assumed two (2) such walls will be required as a part of the final roadway design.
- Bridge aesthetics will be incorporated into the final design package as determined from coordination with the Client and other local stakeholders.
- Structure foundation type will be a pile end bent located behind the sheet pile wall with concrete coping.

Task 3.2 – Final Construction Documents

Kimley-Horn will coordinate our efforts with the Geotechnical Engineer. Kimley-Horn will provide design loads, structural geometrics and settlement requirements, as needed by the Geotechnical Engineer. The Geotechnical Engineer will submit the geotechnical report and foundation recommendations to NCDOT for review and approval.

Following the approval of the Preliminary Bridge and Wall Plans and the geotechnical report, Final Construction Documents will be prepared for the bridge. NCDOT standards will be used as appropriate to develop the plan set. Kimley-Horn will submit Final Construction Documents to the Client for review at the 90% plan phase.

Kimley-Horn will incorporate Client review comments and finalize the Final Construction Documents and specifications, and calculations.

All submittal documents will be virtual through email unless explicitly requested otherwise.

Task 4 – Erosion Control Plans

As part of the 65% plans, the Consultant will design large erosion control measures that will require additional right-of-way or easements during construction. Primarily these measures will consist of sediment dams and sediment basins if required for the project.

Following approval of the 65% plans, the Consultant will finalize the erosion control plan by specifying erosion control measures, which minimize erosion and limit off-site sedimentation during construction of the Project. The design will be in accordance with the requirements of the North Carolina Department of Environmental Quality (NCDEQ).

The Consultant will show erosion control measures and special details as part of the construction plan set. Following an initial review by the Town, The Consultant will submit erosion control plans to the Regional Office of NCDEQ for review and approval prior to approval of the final roadway plans by the Town. All application fees will be the responsibility of the Town.

Task 5 – Traffic Management Plan

Kimley-Horn anticipates Trinitie Trail will be closed to thru traffic for the duration of this culvert replacement project. Kimley-Horn will provide a traffic management plan narrative and offsite detour signing plan for the maintenance of local access. Traffic management plans will conform to the latest NCDOT standard drawings and specifications for traffic control.

Task 6 – Pavement Marking and Signing

Kimley-Horn will develop permanent pavement marking and signing plans and will submit pavement marking and signing plans in conjunction with the 90% and 100% roadway plans submittals. The Engineer will identify existing markings and signage. The Engineer will be responsible for warning and regulatory signs, and the Town will be responsible for street name signs and other decorative signs. Pavement marking and signing plans will conform to the latest NCDOT, MUTCD, and Town design standards.

Task 7 – Utility Coordination

Task 7.1 Utility Coordination

All existing utilities in the project area are underground. Based on preliminary utility coordination, it is assumed that existing potable water distribution mains owned by Dare County will not require relocation. Existing telecommunications (Charter/Spectrum and Brightspeed) and distribution electric (Dominion Energy) were indeterminate during preliminary coordination.

Consultant will contact the utility owners identified by survey and SUE and provide project plans for conflict assessment. Consultant will conduct up to one (1) on-site coordination meeting with utility owners. Consultant will request the utility owners to identify conflicts with the proposed bridge project and to submit utility relocation plans to the Consultant for review. Consultant will provide comments to utility owners and request final relocation plans with cost estimates from utility owners.

Task 7.2 Wet Utility Design

It is assumed that no relocation of potable water distribution mains will be required, but adjustment or relocation of water meters and service lines may be required. Consultant will show such adjustments or relocations on the Roadway Drawings and will include notation and/or standard details as required by Dare County for any necessary adjustment or relocations.

A water extension permit with NCDEQ Public Water Supply Section is not required for water meter or service line adjustment or relocation.

Task 8 – Bid Phase Services

The Engineer will develop contract front documents and project special provisions for the project in conjunction with the Town. The Engineer will provide the Town with the plan documents and specifications necessary for advertisement. The

The Engineer will prepare the agenda for and conduct a virtual Pre-Bid meeting via Microsoft Teams with the Town's staff. The Engineer will aid during the Pre-Bid meeting by interpreting the plans and specifications and answering Contractor's questions. The Engineer will prepare Pre-Bid meeting minutes.

The Engineer will prepare and issue addenda during the bidding process as needed based on questions submitted by Contractors.

The Engineer will attend the Bid Opening Meeting in person, during which bid packages will be opened. The Engineer will review all bid packages for compliance with contract documents, and tabulate bids. The Engineer will prepare recommendation of award to the Town and certify recommended bids. The Engineer shall be available to assist the City with contract execution and routing of documents for signatures.

Services Included in Task Order #1

These services, some completed and others on-going, were included in the previously negotiated Task Order #1 and are not included in this Agreement:

- Environmental (Ongoing)
- Geotechnical Engineering Services (Ongoing)
- Topographic Survey (Complete)
- SUE Investigation (Complete)
- Document Review & Coordination (Complete)

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Public Involvement

- NEPA/SEPA tasks that were not explicitly described in Task Order #1
- Utilities By Others plans, showing dry utility (telecommunications and electric) relocations
- Wet Utility Relocation Design and Permitting
- Wet Utility Final Certification(s) and Record Drawings
- Right of Way Acquisition
- Construction Phase Services

These services and more can be provided if desired by the Client.

Information Provided By Client

None at this time. If needed, Kimley-Horn will coordinate with the Town.

Schedule

Upon receiving Notice to Proceed from the Client, Kimley-Horn, in collaboration with the Town and all disciplines, will develop an overall project schedule. The proposed schedule will set submittal timelines for all major milestones as well as a date that the project should be able/available to be put out for bid. Any necessary site visits will be coordinated separately with the Town.



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 8 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost.

Task 1 – Hydraulic Design _____	\$41,460
Task 2 – Roadway Design _____	\$76,120
Task 3 – Structure Design _____	\$68,290
Task 4 – Erosion Control Plans _____	\$22,280
Task 5 – Traffic Management Plan _____	\$9,050
Task 6 – Pavement Marking and Signing _____	\$17,810
Task 7 – Utility Coordination _____	\$6,680
Task 8 – Bid Phase Services _____	\$16,230

Total Lump Sum Labor Fee _____ \$257,920

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Southern Shores.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submit invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Seth A. Denney, P.E.

Associate

Andrew L. Phillips, P.E.

Project Manager

Town of Southern Shores

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

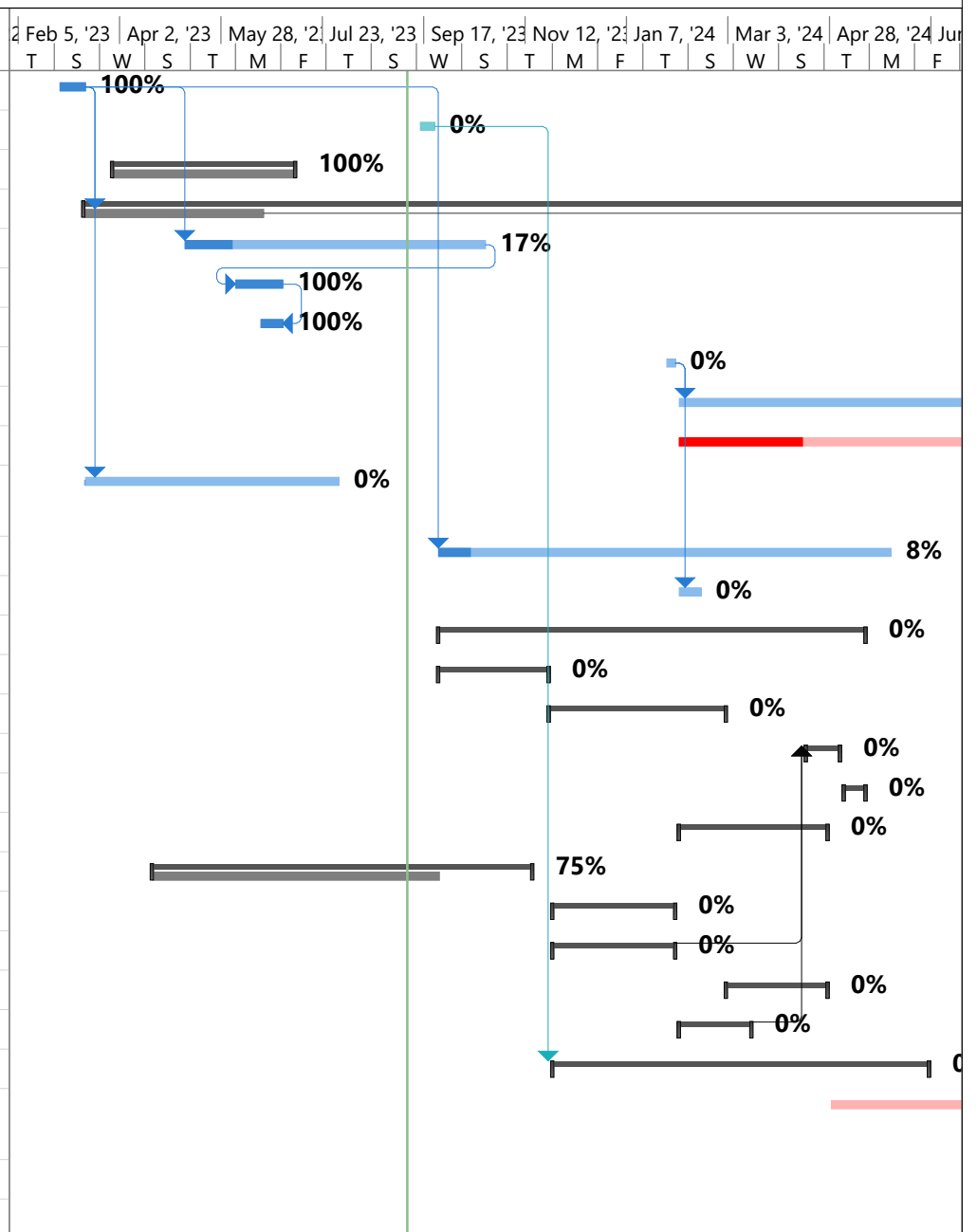
Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

2023-09-06_Trinitie Trail - MS Project Schedule.mpp

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2 Feb 5, '23	Apr 2, '23	May 28, '23	Jul 23, '23	Sep 17, '23	Nov 12, '23	Jan 7, '24	Mar 3, '24	Apr 28, '24	Jun
								T	S	W	T	S	T	M	F	T	S
1	✓	Initial Scoping and NTP (TO#1)	10 days	Tue 2/28/23	Mon 3/13/23												
2	🚀	NTP TO#2	6 days	Fri 9/15/23	Fri 9/22/23												
3	✓	Survey	73 days	Wed 3/29/23	Fri 7/7/23												
8	🚀	PDEA - NES	385 days	Mon 3/13/23	Fri 8/30/24	1											
9	📅	Stream, Wetland, & Coastal Resource Delineation	6 mons	Mon 5/8/23	Fri 10/20/23	1											
10	✓	USACE, NCDWR, & NCDCM Agency Verifications	4 wks	Mon 6/5/23	Fri 6/30/23	9											
11	✓	Preliminary Environmental Assessment	2 wks	Mon 6/19/23	Fri 6/30/23	10FF											
12	🚀	Submit 404/401 Permits	1 wk	Mon 1/29/24	Fri 2/2/24	48FF											
13	📅	Approved and Signed 404/401 Permits	120 days	Mon 2/5/24	Fri 7/19/24	12											
14	🚀	CAMA Major Permit	150 days	Mon 2/5/24	Fri 8/30/24	25											
15	📅	USCG Advance Approval Permit Exemption & Bridge Lighting Exemption	20 wks	Mon 3/13/23	Mon 7/31/23	1											
16	🚀	Permitting Coordination with Agencies	9 mons	Mon 9/25/23	Fri 5/31/24	1											
17	🚀	Permit Drawings	2 wks	Mon 2/5/24	Fri 2/16/24	12											
18	🚀	Roadway Design	170 days	Mon 9/25/23	Fri 5/17/24												
19	🚀	25% Plans	45 days	Mon 9/25/23	Fri 11/24/23												
26	🚀	65% Plans	70 days	Fri 11/24/23	Fri 3/1/24												
32	🚀	90 % Plans	15 days	Mon 4/15/24	Fri 5/3/24	49,55											
35	🚀	100 % Plans	10 days	Mon 5/6/24	Fri 5/17/24												
37	🚀	Structure Design	60 days	Mon 2/5/24	Fri 4/26/24												
42	🚀	Geotechnical Investigations	150 days	Thu 4/20/23	Wed 11/15/23												
44	🚀	Hydraulic Design	50 days	Mon 11/27/23	Fri 2/2/24												
49	🚀	Erosion Control Design	50 days	Mon 11/27/23	Fri 2/2/24												
52	🚀	R/W Acquisition	40 days	Fri 3/1/24	Fri 4/26/24												
55	🚀	Work Zone Traffic Control (WZTC)	30 days	Mon 2/5/24	Fri 3/15/24												
57	🚀	Utility Coordination and Relocations	150 days	Mon 11/27/23	Fri 6/21/24	2											
62	🚀	Advance Approval - Bridge Maintenance Project Plan	90 days	Mon 4/29/24	Fri 8/30/24	64FF											
63	📅	Advertise	4 wks	Mon 8/5/24	Fri 8/30/24	64FF											
64	🚀	Letting	0 days	Fri 8/30/24	Fri 8/30/24	60,54,61,8											



Critical		Split		Finish-only		Baseline Milestone		Manual Summary		Inactive Task	
Critical Split		Task Progress		Duration-only		Milestone		Project Summary		Inactive Milestone	
Critical Progress		Manual Task		Baseline		Summary Progress		External Tasks		Inactive Summary	
Task		Start-only		Baseline Split		Summary		External Milestone		Deadline	