

Memorandum of Understanding

Between

North Carolina Department of Transportation

and

Town of North Topsail Beach

This Memorandum of Understanding (MOU) sets the terms and understanding between the North Carolina Department of Transportation (hereby referred to as “The North Carolina Department of Transportation” or “The Department”) and the Town of North Topsail Beach (hereby referred to as “The Town of North Topsail Beach” or “The Town”) to investigate, and potentially pursue, proposed bike lanes along SR 1528 (New River Inlet Drive).

Background

The Town of North Topsail Beach approached the North Carolina Department of Transportation about the feasibility of installing bike lanes along SR 1528 (New River Inlet Drive). Upon initial review, the Department determined that the project will have some environmental challenges as the project limits fall within several of the North Carolina Division of Coastal Management’s Areas of Environmental Concern and proposes new development in areas where it is not allowed by their rules. For the project to move forward, a variance from the North Carolina Coastal Resources Commission will have to be requested and granted by the Commission. If the Commission denies the request for a variance, CAMA permits cannot be issued, and the bike lanes will not be constructed.

Purpose

This MOU will define the terms for the necessary work required to prepare a variance, as well as the terms for construction of the bike lanes if the variance is granted.

The above goals will be accomplished by undertaking the following activities:

1. NCDOT will initiate, manage, and control the engineering (design), environmental surveys, investigation, studies, and coordination to pursue the potential variance and environmental permit for the proposed bike lanes. This scope of work will begin in Summer of 2023, with a record of decision expected in December 2023.
2. If a variance is granted and an environmental permit successfully obtained, the Department will include the construction of the bike lanes in the planned resurfacing contract for SR 1528 (New River Inlet Drive). In accordance with the financial commitment from the Town, the Department is committed to accelerating the resurfacing project LET date to calendar year 2027.

Funding

The cost to perform the engineering (design), environmental surveys, investigation, studies, and coordination is estimated to be \$100,000.00. The Town of North Topsail beach will be responsible for all costs associated for these activities. An agreement will, upon mutual consent of both parties, be executed between The Department and The Town for transfer of these funds, and will define that any costs above the estimated \$100,000.00 will be the responsibility of The Town. If the cost is less than \$100,000.00, The Town will be reimbursed the difference. This cost is nonrefundable, regardless of the outcome of the variance/environmental permit. NCDOT is requesting payment of \$100,000.00 fee in December of 2023; should additional charges be encountered, NCDOT will submit detailed cost records and explanation of work to be performed prior to beginning. NCDOT will request payment in full upon completion.

Construction of the proposed bike lanes is currently estimated at \$1.2 million, and includes all work associated to install the bike lane. This estimate, contingent on successful execution of the variance/environmental permit, will be updated at a date closer to the construction LET date. All prices, however, will be dependent on the contractor’s actual bid prices at time of LET. The Town will be responsible for all costs associated with the bike lanes, including any necessary ROW acquisition or utility relocation. Upon successful execution of the variance/environmental permit, and at the desire of the Town to move forward with installation of the bike lanes, an agreement should be executed at a later date between The Department and The Town for transfer of these funds.

Duration

This MOU is at-will and may be modified by mutual consent of both The Department and The Town. This MOU shall become effective upon signature of both parties and will remain in effect until modified or terminated by mutual consent of both parties via an executed contract. In the absence of mutual agreement by both parties, this MOU shall end on April 15, 2028.

DocuSigned by:
Chad Kimes Date: 08/08/2023
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Chad Kimes, PE
Division Engineer, Division 3
North Carolina Department of Transportation

David M. Benson Date: 8/2/23
David M. Benson, Mayor Pro Tem
Town of North Topsail Beach