



BOARD OF ALDERMEN
AGENDA ITEM
08/06/25

ISSUE: Contract Authorization Ordinance 2026-26.11

PRESENTED BY: Town Manager, Alice Derian

DEPARTMENT: Administration

Background: In accordance with Ordinance 2025-25.25 which limited the Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval; the attached Contract Authorization Ordinance requests for the Board to authorize the Town Manager to approve payments to Topsail Beach up to \$285,200 for the Eradication of Vitex Project. The Interlocal Agreement was approved by the Board of Alderman at the regular meeting on November 6, 2024; however, Topsail Beach is now routing the agreement for signatures in Fiscal Year 2026.

Attachments: Contract Authorization Ordinance 2026-26.11, Interlocal Agreement and the budget detail for the Vitex Project.

Recommendation: Approve the Purchase Authorization Ordinance as recommended.

Action Needed: Yes

Suggested Motion: "I, -----, make a motion to approve the Contract Authorization Ordinance 2026-26.11 as presented."

Funds: 10

Follow Up: Town Manager

**ORDINANCE NO. CA 2026-26.11
TOWN OF NORTH TOPSAIL BEACH, NC**

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the Interlocal Agreement for the Eradication of Vitex was approved by the Board of Alderman at their regular meeting on November 6, 2024.

Section I: In accordance with Ordinance 2025-25.25 Limited Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval.

Section II: The Budget Detail provided by Topsail Beach includes the Town's share for the 1st year is \$285,200 and this amount was included with the adoption of the Fiscal Year 2026 Budget.

Section III The Deputy Finance Officer has determined that sufficient funds are available in account 30-720-10 to cover the cost of this contract.

Section IV: The Town Board authorized the Town Manager to execute the Interlocal Agreement and hereby authorizes the Town Manager to approve payments to Topsail Beach up to \$285,200 and subject to a pre-audit certificate thereon by the Town's Deputy Finance Officer.

Section V: Copies of this ordinance shall be furnished to the Town Manager, the Deputy Finance Officer and to the Clerk to the Board.

Adopted this 6th Day of August 2025.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

JOANN MCDERMON, **MAYOR**

KIM WEAVER, **DEPUTY FINANCE OFFICER**

Interlocal Agreement

Between

The Town of Surf City, North Carolina

and

The Town of North Topsail Beach, North Carolina

and

The Town of Topsail Beach, North Carolina

This Interlocal Agreement (ILA) sets forth the terms and understanding between The Town of Surf City, The Town of North Topsail Beach, and The Town of Topsail Beach (hereinafter referred to collectively as “Towns”) for the implementation of a partnership of the Topsail Island Vitex Eradication Project (hereinafter referred to as “Project”) using funding from the Coastal Storm Damage Mitigation (CSDM) Grant.

Background: The execution of this ILA is intended to establish a formal collaboration between the Towns and to coordinate efforts to eradicate Beach Vitex from the island. The Towns collectively applied and were awarded funds on a reimbursement schedule through the CSDM grant program.

Purpose: This ILA confirms the agreement for a collaborative effort between the Towns with the objective to clearly define each organization’s obligations and responsibilities, before the contract is signed accepting the grant funds and conditions.

Obligations: Each Town will be responsible for the full amount specified for their respective Town as outlined in the grant application. Each Town will be responsible for any costs that exceed the amount specified in the grant as applied to that specific Town. The Town of Topsail Beach will be the Fiscal Agent for the project and will be responsible for paying contractor invoices and then invoicing the Town of Surf City and Town of North Topsail Beach accordingly. The Town of Topsail Beach will be responsible for requesting reimbursements through the CSDM program. The Towns agree to adhere to the stipulations of the grant. Each Town will be provided the opportunity to review invoices from the contractor in order to reconcile actual work performed before the Town of Topsail Beach sends an invoice to the Town of Surf City and the Town of North Topsail Beach; said invoices shall not be sent by the Town of Topsail Beach until the respective Town notifies the Town of Topsail Beach in writing that the actual work performed and the invoice are accurate and correct.

Selection of Contractor: The Towns will collaborate on creating a Request for Proposals (RFP) to solicit bids for the project. A bidder shall be selected upon unanimous agreement by all parties to this ILA. The selected contractor shall be required to indemnify, hold harmless and indemnify the Towns and to provide proof of coverage of the Towns as additional insured in connection with contractor’s work on the Project.

Duration: This ILA shall become effective upon signature by the authorized officials from the Towns and will remain in effect until the grant has been closed out, provided there is no extension. Any extension must be in writing, agreed to and signed by all parties to this ILA.

Commitment to Complete the Project: The Project is expected to be 4-years in duration. The CSDM grant will fund the first 2 years. After the first 2 years, or upon close out of the initial grant, the Towns will continue to work together to secure additional funding to carry the project out to completion. This ILA will not obligate any Town to participate in the project beyond the term of the initial CSDM grant. For the purposes of this ILA, completion of the Project will be determined by successful closeout of the CSDM grant for the Project.

Mutual Release and Indemnity: To the fullest extent permitted by law, all Towns shall release, indemnify, keep and save harmless, and defend one or more Towns listed in this ILA, its agents, contractors, volunteers, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance of the Town's (or by any person acting for the Towns or for whom the Town(s) is or is alleged to be in any way responsible, including but not limited to employees, agents, and volunteers) in connection with the Project, whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Towns, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) in connection with the Project against one or all of the Towns, its agents, officials, contractors, volunteers and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by one or more Towns, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against one or more Towns, its agents, officials or employees. The Towns expressly understand and agree that any insurance protection provided to the Towns shall in no way limit any Town's responsibility to release, indemnify, keep, and save harmless and defend the one or more Towns as herein provided. This indemnification obligation applicable to a Town shall not apply to any such claims, injuries or losses caused by the negligence or intentional acts of that Town, its agents employees, elected officials, or volunteers. This indemnity obligation does not affect or restrict any obligation of contractors performing work on the Project to indemnify, hold harmless and defend the Town.

Contact Information:

Town of Topsail Beach

Doug Shipley, Town Manager

820 S. Anderson Blvd. Topsail Beach, NC 28445



Signature

Town of Surf City

Kyle Breuer, Town Manager

241 W Florence Way, Hampstead, NC 28443

Signature

Town of North Topsail Beach

Alice Derian, Town Manager

2008 Loggerhead Court North Topsail Beach, NC 28460

Signature

Breakdown of Budget Detail submitted for Topsail Island Vitex Eradication Project

Administration Cost (to obtain a waiver for consent from the Property owner):

\$100 per property identified to have Beach Vitex. Plus 10% for any new properties identified during the process.

Survey Cost:

\$500 per Town to continue surveying for new growth as crews perform treatment work along the beachfront.

Construction Oversight:

5% of the construction cost. An estimate provided by Steve Mercer, Coastal Transplants.

Construction:

Cost estimates for the first 2 years of the 4 year plan from Steve Mercer, Coastal Transplants as follows:

Topsail Beach

2024 - 4 roundup and 1 imazaper. \$345,520

2025 - 4 roundup and 1 Imazaper. \$239,000

TB Total \$584,520

Surf City

2024 - 4 roundup and 1 Imazaper. \$182,200

2025 - 4 roundup and 1 Imazaper \$136,700

SC Total \$318,900

North Topsail Beach

2024 - 4 roundup and 1 imazaper. \$285,200

2025 - 4 roundup and 1 Imazaper \$100,400

NTB Total \$385,600

Total Construction Cost for project \$1,289,020