



BOARD OF ALDERMEN
AGENDA ITEM
11/05/25

ISSUE: Contract Authorization Ordinance 2026-26.23

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 TI Coastal up to \$48,300 for the Annual Beach Monitoring in FY 2026. This is a five year annual contract from 2026-2030. 2027 - 2030 not to exceed amounts \$49,700, \$51,000, \$52,500 and \$54,000 respectively. The years 2027 - 2030 will need to be included in each year's annual budget process.

Attachments: Contract Authorization Ordinance 2026-26.23 TI Coastal Contract.

Recommendation: Approve the Purchase Authorization Ordinance as recommended.

Action Needed: Yes

Suggested Motion: "I, -----, make a motion to approve the Contract Authorization Ordinance 2026-26.23 as presented."

Funds: 30

Follow Up: Town Manager

**ORDINANCE NO. CA 2026-26.23
TOWN OF NORTH TOPSAIL BEACH, NC**

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the Annual Beach Monitoring Contract for the fiscal years 2027 - 2030 is awarded to Ti Coastal; and to include the costs for FY 2027 - 2030 as part of the Annual Budget Process.

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 Annual Beach Monitoring Contract has the following not to exceed amount for FY 2026 of \$48,300. Subsequent Fiscal years 2027-2030 not to exceed amounts are \$49,700, \$51,000, \$52,500 and \$54,000 respectively.

Section III The Finance Officer has determined that after adoption of Budget Ordinance 2026-26.22 sufficient funds are available in account 30-720-08 to cover the \$48,300 FY 2026 cost of this contract.

Section IV: The Town Board authorizes the Town Manager to execute the Contract and hereby authorizes the Town Manager to approve payments to TI Coastal up to \$48,300 in FY 2026, subject to a pre-audit certificate thereon by the Town's Finance Officer.

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

Adopted this 5th Day of November 2025.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

JOANN MCDERMON, MAYOR

WAYNE JOHANNESSEN, FINANCE OFFICER



TI COASTAL, PLLC

PROFESSIONAL SERVICES AGREEMENT

This Agreement between the Town of North Topsail Beach (hereafter called "TOWN"), and TI Coastal, PLLC (hereafter called "TIC") is effective as of October 2, 2025. TIC represents that it has the knowledge, skills, and equipment to provide the engineering services outlined within the Scope of Work, therefore the Town and TIC agree as follows:

Terms of Agreement

The terms of this Agreement shall begin from the date of written authorization and extend through the completion of the Scope of Work.

Scope of Work

Services provided by TIC shall include and be limited to the items outlined within the Scope of Work (hereafter called "SOW"). Any services requested by the TOWN outside the proposed SOW shall be deemed additional services.

Compensation:

1. Monitoring and Post-Storm Surveys shall be billed Lump Sum at the end of the month after submittal of the deliverables.
2. All other TOWN requested tasks shall be billed and compensated monthly on a basis in accordance with an agreed upon SOW. Tasks identified as LUMP SUM tasks will be billed at the end of the month completed. All other tasks will be billed on a monthly Time and Materials basis in accordance with the attached Rate Sheet. Time and Materials are included in the maximum not to exceed costs annually
3. The Total Fee shall not exceed the estimate without prior written consent from the TOWN and requires a new purchase order for any costs that exceed the maximum billing.
4. Rates shall be adjusted each fiscal year as shown.
5. TOWN requested changes in Scope or Additional Services requested by the TOWN shall be billed according to the Time & Materials Rate Sheet provided. Time & Materials rates shall be adjusted by 3% at the beginning of each Fiscal Year.

Method of Payment

TIC will invoice the TOWN for Professional Services rendered and direct costs incurred under this Agreement monthly. TIC shall bill the TOWN monthly for any additional services rendered outside of the written SOW. The TOWN shall make full payment within thirty (30) calendar days of receipt of an invoice in accordance with the TOWN's processes.

If the TOWN fails to make payment within 30 days, TIC reserves the right to suspend services under this Agreement without waiving any claim or right against the TOWN until TIC has been paid in full for the services rendered.

Delays

TIC shall begin work upon receipt of the signed Agreement or a Written Notice to Proceed from the TOWN. In the event that the performance of TIC's services is delayed by causes beyond the reasonable control of TIC, TIC shall not be held liable for damages resulting from such delays provided TIC gives written notice to the TOWN of the same. TIC will advise the TOWN, in writing, of any delays, including a description of the delay and any additional costs or consequences incurred to the project as a result of the delay.

Insurance

TIC shall, at its sole cost and expense, maintain insurance that will protect it from claims under worker's compensation acts, disability benefit laws, or similar employee benefit laws. TIC shall also carry insurance to protect from claims for injury to or destruction of tangible property, including the loss of use resulting from the action of TIC or its employees in its performance of the work under this Agreement.

Termination of the Agreement

The TOWN and TIC both reserve the right to terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, TIC shall be compensated for all services rendered up to the date of termination.

E-Verify Certification

As a condition of payment under this Agreement, TIC shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if TIC provides services to the TOWN utilizing a subcontractor, TIC shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. TIC shall verify, by affidavit, compliance with the terms of this section upon request by the TOWN.

Iran Divestment

TIC certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

Israel Boycott

TIC certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of TIC to monitor compliance with this restriction.

Governing Law; Exclusive Venue

This Agreement shall be controlled by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be in a court of competent jurisdiction in Onslow County, North Carolina.

Signature of the Agreement by a duly authorized agent of the TOWN shall constitute acceptance of the terms of this Agreement and act as Notice to Proceed.

TI Coastal PLLC
387-B North Green Meadows Drive
Wilmington, NC 28405

Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, NC 2846

TI COASTAL, PLLC
387-B N Green Meadows Drive
Wilmington, NC 28405
910-821-1358



Date 9/18/2025

Date _____

Chris Gibson, PE
President

Alice Derian
Town Manager

This is a Multi-Year Plan that is subject to Annual Appropriation Pursuant to N.C.G.S. Chapter 160A-17: for years 2-5 (FY2027, FY2028, FY2029, FY2030) AT A COST OF \$49,700, \$51,000, \$52,500 and \$54,000 respectively.

Only the First Year of funding \$48,300 for FY 2026 has been pre-audited in the manner required by the Local Government Budget and Fiscal Act N.C.G.S. 159-28.

Maximum not to exceed in FY 26 \$48,300.00 30-720-08 Amounts above the Maximum requires a new purchase order to authorize any expenses above the maximum.

Wayne Johannessen, Finance Officer

1. Annual Monitoring

- A. Annual hydrographic and topographic surveys of the beach shall consist of profiles from the Surf City/ North Topsail Beach Town Line to New River Inlet on approximately 1,000 foot intervals during the July time frame to ascertain beach condition prior to hurricane season and erosion/accretion over the previous year. Surveys shall include the historic 76 profiles and shall be conducted from the west side of the of the ocean most structure offshore to the -30.0 ft NAVD88 Contour. All survey data shall be horizontally referenced to NC State Plane Coordinate System NAD83 and vertically referenced to NAVD88. See attached control sheet.
- B. Rectified aerial photography of the island shall be taken which encompasses New River Inlet and the island south to the SC/NTB town line. Aerials shall be incorporated into the deliverable drawings and also provided separately in digital format *.SID & *.SDW. for Town use.
- C. Deliverables – TIC will continue to provide the Town with PDF format drawings in both Plan View and Cross Section formats. The drawings shall contain the updated aerial photography. Survey Data shall be provided in ASCII X,Y,Z format and up to 2 other owner requested formats. Digital Aerial photography shall provided in GIS compatible format, typically *.SID and *.SDW.

2. Post Storm Evaluations (“Drive-By” visual level)

Drive-By level assessment shall be included in current Consulting Retainer Contract and will not be charged as long as that contract is active.

3. Post Storm Surveys and Erosion Computations

In the event of a hurricane which could invoke a Federal Emergency Declaration, at the Town's request, TI Coastal will perform a monitoring survey of the beach and calculate erosional losses between each beach profile out to depth of closure. Aerials will only be taken at the Town's request and shall be an additional charge.

Cost Per Survey Event

FY 2026	Lump Sum	\$48,300.00
FY 2027	Lump Sum	\$49,700.00
FY 2028	Lump Sum	\$51,000.00
FY 2029	Lump Sum	\$52,500.00
FY 2030	Lump Sum	\$54,000.00



Rate Schedule

FY 2025

Position	Hourly Rate
Principle--Senior Engineer	\$210
Professional Staff (PE, PLS, PG)	\$195
Senior Technical Staff	\$165
Engineer	\$142
Engineer/CADD Technician	\$95
Administrative	\$80
Travel and Consumables	Cost + 10%

Survey Rates (includes Crew, Consumables, and Processing)	Daily Rate
Mobilization	\$4/mile
Single Beam Hydrography	\$3,700
Multi Beam Hydrography	\$5,100
Side-Scan Imaging <i>(Hi-Resolution Target Processing additional at hourly rates)</i>	\$4,000
Magnetometer Surveys	\$3,800
ChIRP (Sub Bottom Profile) Surveys	\$5,500

Geology Rates	Per Sample
Munsell Classification	\$100
Grain Size Analysis	\$125
Calcium Carbonate Analysis	\$135

