



**PROPOSED AGENDA
OAK ISLAND TOWN COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 10, 2026 – 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL**

CALL TO ORDER - Honorable Chris Brown

INVOCATION AND PLEDGE OF ALLEGIANCE - Councilman Ciullo

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Presentation -- US Army Corps of Engineers Sand Placement Project (east end)

Presentation -- [Beach Nourishment Project \(Moffatt & Nichol\)](#)

Presentation -- Audit of the 2024-2025 Fiscal Year

ADJUSTMENT/APPROVAL OF THE AGENDA

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS *Please state your name and address before addressing Council. Observance of the 3-minute time limit for Public Comments as described in Rule 4 (b) and 24 (2) (a) of the Council Rules of Procedure is appreciated. Written comments are also appreciated and should be submitted to the Town Clerk to be recorded in their entirety in the official Minutes. These may be given to the clerk following comments or via e-mail to lstites@oakislandnc.gov.*

COUNCIL REPORTS (MAYOR AND COUNCIL)

I. CONSENT AGENDA

- I.1 [Consideration of Awarding the Dune Planting Contract for the 2025-2026 Beach Nourishment Project](#)
[Oak Island Contract_CDSM_DuneDR.pdf](#)
[05a_Dune Doctor_Bid.pdf](#)
[DuneDr_Add_Plants_Quote_REV.pdf](#)
[OKI Planting - Bid Tab Sheet - 251222_CERT.pdf](#)
[IntentToAwardLtr_DuneDoctor_01-23-26.pdf](#)
- I.2 [Consideration of an Interlocal Agreement With Brunswick County for Tax Collections](#)
[BrunsCo_TaxCollectionAgreement](#)
- I.3 [Approval to Advertise Delinquent Taxes](#)

ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

II. COMMITTEE APPOINTMENTS

- II.1 Appointment to the Business Advisory Board -- Business representative (one unexpired term expiring September 2027)
Rick_Dobrowski
- II.2 Appointment to the Planning Board (one unexpired term ending August 2027)
Kerri_McCullough_Planning_Board
Richard_Morrison
Scott_Stephenson

III. ADMINISTRATIVE REPORTS: Department reports are available on the Town's website at www.OakIslandNC.gov/DEPT

IV. OLD BUSINESS

- IV.1 Discussion of Revisions to the Town's Sponsorship/Naming Policy
Town of Oak Island Sponsorship Policy
- IV.2 Discussion of Recommendations from the Blue Ribbon Summit on Pedestrian and Traffic Safety

V. NEW BUSINESS

- V.1 Consideration of Including the Town of Oak Island In a Joint Regional Statement Regarding the U.S. Army Corps of Engineers' Draft Environmental Impact Statement (DEIS) for the Proposal to Deepen and Widen the Cape Fear River Channel From the Ocean to the Wilmington Harbor (the Wilmington Harbor Project).
OKI_Joint Regional Statement
- V.2 Consideration of a Resolution Opposing Expansion of the Chemours Fayetteville Works Facility
OakIsland_ResolutionOpposingChemoursExpansion

VI. ADJOURN

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Presentation -- Beach Nourishment Project (Moffatt & Nichol)
DATE: February 5, 2026
DEPARTMENT: Administration

Subject Summary: Staff with Moffatt & Nichol, the Town's engineer for the Town's 2025/2026 Beach Nourishment Project, will provide information on the completed project. Sand placement wrapped up on January 31. Read more about the project on the [Town's website](#).

Financial Impact Statement: N/A

Legal Review: N/A

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of Awarding the Dune Planting Contract for the 2025-2026 Beach Nourishment Project
DATE: February 5, 2026
DEPARTMENT: Administration

Subject Summary: In conjunction with the 2025-2026 Beach Nourishment Project, there is a complimentary and important follow up project to re-establish stable vegetation for the affected dune areas. The work of re-planting the dunes will commence after completion of the nourishment project, beginning with the seedling grow in period then progressing to planting, anticipated to begin in mid-April 2026. Bids were solicited and three (3) bids were received. Dune Doctor LLC submitted the lowest responsive, responsible bid and is therefore recommended for award of the planting contract. Dune Doctor submitted a base bid of \$240,019.20 and an alternate add bid of \$59,918.40. The project will place 397,000 plants.

Attachments:

[Oak Island Contract_CDSM_DuneDR.pdf](#)
[05a_Dune Doctor_Bid.pdf](#)
[DuneDr_Add_Plants_Quote_REV.pdf](#)
[OKI Planting - Bid Tab Sheet - 251222_CERT.pdf](#)
[IntentToAwardLtr_DuneDoctor_01-23-26.pdf](#)

Suggested Motion: Motion to approve a planting contract with Dune Doctor LLC in the amount of \$299,937.60 and to authorize the Town Manager to execute the contract on behalf of the Town.

Financial Impact Statement: The total recommended planting contract is \$299,937.60 to be funded by 50% Coastal Storm Damage Mitigation Grant and 50% local Town matching funds.

Legal Review: CSDM grant agreement previously reviewed. Planting contract to be approved prior to execution.

NORTH CAROLINA)
BRUNSWICK COUNTY)

CONTRACT

THIS CONTRACT made and entered to this February 10, 2026 pursuant to approval by the Town of Oak Island, North Carolina, by and between Dune Doctor LLC, a corporation with its principal office and place of business in Ocean Isle Beach, NC, party of the first part, hereinafter called the Company, and the Town of Oak Island, a municipal corporation, hereinafter called the Town.

WITNESSETH

WHEREAS, the Town duly advertised for bids for Oak Island Dune Planting Project 2026 and bids were received and duly opened as required by law; and,

WHEREAS, after careful consideration of the bid submitted by the Company, the Town, has heretofore adopted a resolution authorizing the acceptance of such bid, and the execution, in the name of the Town of Oak Island of a contract with the said Company covering Work associated with the Oak Island Dune Planting Project 2026.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

- (1) In accordance with the Town's specifications and Company bid, copies of which specifications and bid are attached hereto and made a part hereof, the Company will provide mobilization/demobilization, collecting seed source, growing and harvesting plants to full transplant size, installation of dune grass, and one (1) replanting if required as described in the bid submitted by the Company or in the specifications incorporated herein by reference.
- (2) The total price for this project in the estimated amount of (\$299,937.60) will be paid to the Company as provided in the General Conditions of the Invitation for Bids based on the unit prices contained therein (if applicable) not to exceed the amount budgeted, subject to approval by the appropriate official or Governing Board.
- (3) The specifications drawings, addenda as issued, the bid thereon by the Company, the advertisement by the Town, the Performance and Payment Bonds on the part of the Company, and the original, signed Certificate of Insurance, evidencing such endorsements as prescribed and naming the Town of Oak Island as an additional insured in the Automobile and General Liability policies and stating on the Insurance Certificate that this coverage is primary to all other coverage the Town of Oak Island may possess, copies of which are attached hereto and made a part hereof, shall constitute the contract between the parties as though fully written herein.

Non-appropriation Clause: Contractor acknowledges that the Town is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this contract, then this contract shall automatically expire without penalty to the Town thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the contract.

Indemnity Clause: The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused by any negligent or willful act or omission of the Contractor or Contractor's subcontractor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or its agents or employees, by any employee of the Contractor, or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation. On the amount of type of damages, compensation or benefits payable by or for the Contractor, or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

Nothing in this clause shall be construed to require contractor to indemnify the Town for the Town's own negligence

IN, WITNESS WHEREOF, the party of the first part and the party of the second part have caused this contract to be legally executed, in triplicate, each of which shall constitute an original, all as of the day and year first above written, the corporate seal of each having been affixed hereto by its proper officers, all as provided by law.

CORPORATION

Attest:

BUSINESS NAME

(SEAL)

Secretary

By _____

President / Owner / VP

TOWN OF OAK ISLAND

Attest:

Town Clerk

By _____

Town Manager

Approved as to form and legality this
___ day of _____, 2026

This instrument has been preaudited in the
manner required by Local Government
And Fiscal Control Act.

This ___ day of _____, 2026

By _____

Town Attorney

By _____

Financial Officer

INVOICE

Dune Doctor LLC
6606 Beach Dr SW
Ocean Isle Beach, NC 28469-4710
dunedoctorllc@gmail.com
+1 (910) 880-0555
www.dunedoctor.com



Bill to

Town of Oak Island
4601 E. Oak Island Drive
Oak Island, North Carolina
28465 United States

Ship to

Town of Oak Island
4601 E. Oak Island Drive
Oak Island, North Carolina
28465 United States

Invoice details

Invoice no.: 1123
Terms: Due on receipt
Invoice date: 12/09/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization & Demobilization	All costs connected with mobilization and demobilization of all the Contractor's dune planting Equipment.	0	\$148,702.48	\$0.00
2.	Plants Grown, Harvested, Transported, & Unit Price for all costs associated with Installed	gathering seeds, growing the plants, harvesting, transported, site preparation, Installation of plants and one replanting of areas where vegetation does not establish.	324000	\$0.7408	\$240,019.20
3.	Associated Tax	Associated tax for total job. The Contractor shall provide a sales tax statement certifying the amount of sales tax paid for the work provided in the contract.	0	\$8,872.96	\$0.00

Ways to pay



Thank you for your business.

Total

\$240,019.20

Note to customer

We appreciate your business. Please find your invoice details here.
Feel free to contact us if you have any questions.

Have a great day!
Dune Doctor LLC

SHEET FOR ATTACHING INSURANCE CERTIFICATES

1. Worker's Compensation
2. Public Liability
3. Property Damage

Certificates of Insurance shall bear the following statement which shall be a provision of the policies:

"These policies cannot be canceled, altered or reduced in amount or coverage without advance notice given to the insured and Owner, of such cancellation or alteration, a minimum of the lesser of thirty (30) days advance notice or the minimum notice period required by any applicable state or other laws governing such terms."



COASTAL CONTRACTORS INSURANCE AGENCY

David Zaycer — Principal Direct 973-219-3468

Dune Doctor LLC
6614 Beach Drive SW
Ocean Isle, NC 28469
Attn: Henry Cooke

Dear Mr. Cooke,

This letter is to inform you that we have secured insurance for the business within the parameters requested by your firm:

General Liability & Property Coverage: 1 Million Per Occurrence/ 2 Million Aggregate
General Liability Completed Operations: 2 Million Aggregate
Personal and Advertising Injury: 1 Million
Damages to Rented Premise: 100,000
Medical payments: 5,000
Worker Compensation NC State: 1 million

Thank you for the opportunity and please advise if we can assist your firm in any other way.

Sincerely,

David Zaycer
Principal 12/08/2025

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF OAK ISLAND
4601 E. OAK ISLAND DRIVE
OAK ISLAND, NORTH CAROLINA 28465**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
No. 1	11/25/25
No. 2	12/3/25
No. 3	12/6/25

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or



LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: Dune Doctor LLC

SECRETARY OF STATE ID NUMBER: 2581274 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2025

Filing Office Use Only
E - Filled Annual Report
2581274
CA202504305806
2/12/2025 10:42

Charges

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Henry Chase Cooke

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

205 Ricemill Circle
Sunset Beach, NC 28468 Brunswick County
205 Ricemill Circle
Sunset Beach, NC 28468

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Construction

2. PRINCIPAL OFFICE PHONE NUMBER: (010) 880-0555

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

205 Ricemill Circle
Sunset Beach, NC 28468
205 Ricemill Circle
Sunset Beach, NC 28468

6. Select one of the following if applicable. (Optional see instructions)



The company is a veteran-owned small business



The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Henry Chase Cooke NAME: _____ NAME: _____
TITLE: Founder TITLE: _____ TITLE: _____

ADDRESS: _____ ADDRESS: _____ ADDRESS: _____

205 Ricemill Circle
Sunset Beach, NC 28468

SECTION D: CERTIFICATION OF ANNUAL REPORT: Section D must be completed in its entirety by a person/business entity.

Henry Chase Cooke 2/12/2025
SIGNATURE DATE

Form must be signed by a Company Official listed under Section E of this form:

Henry Chase Cooke Founder
PART OF TYPE NAME OF COMPANY OFFICIAL

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, P.O. Office Box 28525, Raleigh, NC 27626-0525

ARTICLE 8 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Dune Doctor LLC

By:

Henry Cooke authorized Agent

[Signature]

[Printed name]

Henry Cooke

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



[Signature]

[Printed name]

STUART F. COOKE

Title:

STAFF MEMBER / DUNE DOCTOR LLC

Submittal Date:

12/19/25

Address for giving notices:

205 Rice Mill Circle, Sunset Beach, NC
28468

Telephone Number:

910-880-0555

Fax Number:

Henry Cooke

Contact Name and e-mail address:

Dunedoctorllc@gmail.com

Bidder's License No.:

N/A

(where applicable)

State of North Carolina – AFFIDAVIT A – Listing of Good Faith Efforts

County of Blount _____ (Name of Bidder)

Affidavit of DUNE DOCTOR LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended pre-bid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

State of North Carolina – AFFIDAVIT B – Intent to Perform Contract with Own Workforce

County of Brunswick

Affidavit of DANE DOCTER LLC
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Oak Island Dune Planting Project 2026, Town of Oak Island, NC contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 12/19/25 Name of Authorized Officer: HENRY COOKE - DANE DOCTER LLC

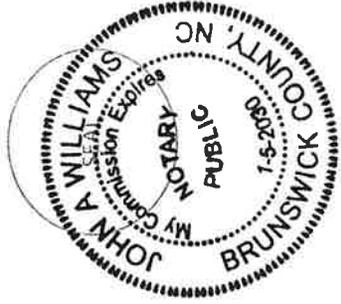
Signature: [Signature]

Title: Owner

State of North Carolina County of Brunswick

Subscribed and sworn to before me this 9 day of Dec 2025
Notary Public [Signature]

My commission expires 01/05/2026

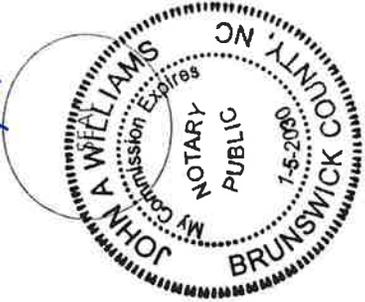


Attach to Bid

The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 12/9/25 Name of Authorized Officer: Henry Cooke
Signature: [Signature]
Title: Owner



State of North Carolina County of Brunswick
Subscribed and sworn to before me this 9 day of Dec 2025
Notary Public [Signature]
My commission expires 01/05/2030

NON-COLLUSION AFFIDAVIT
Oak Island Dune Planting Project 2026
Town of Oak Island, North Carolina

Each Contractor submitting a bid must fill out the following affidavit:

STATE OF North Carolina

COUNTY OF Brunswick

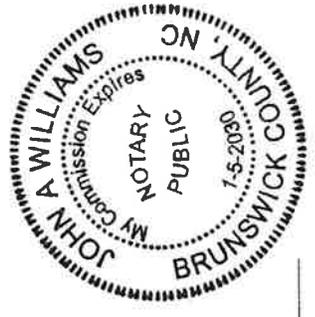
Affiant, Henry Coker makes oath that he is the Owner (title) of Omedocter LLC

and that the undersigned affiant has not given or donated or promised to give or donate directly or indirectly to any official or employee of the Town of Oak Island, North Carolina or to anyone else for his benefit any sum of money or other thing of value for aid in assistance in obtaining this contract for the Town of Oak Island Dune Planting Project. The undersigned affiant also attests that they have not colluded with any other bidders to establish prices at artificial levels in order to obtain this contract.

Henry Coker (Signature)

Subscribed and sworn to before me this 9 day of December 2025

John A. Williams
Notary Public



My Commission Expires: 01/05/2030

Supplier's and Products List:

Green Resource - Osmocote 18-6-12 - 2407 Ocean Hwy W, Supply, NC 28462

Charleston Aquatic & Environmental, INC - 324,000 Sea Oats -3095 Canal Bridge Rd, Johns Island, SC 29455

ESTIMATE

Dune Doctor LLC
 6614 Beach Dr SW
 Ocean Isle Beach, NC 28469-4710

dunedoctorllc@gmail.com
 +1 (910) 880-0555
 www.dunedoctor.com



Bill to
 Town of Oak Island
 4601 E. Oak Island Drive
 Oak Island, North Carolina
 28465 United States

Ship to
 Town of Oak Island
 4601 E. Oak Island Drive
 Oak Island, North Carolina
 28465 United States

Estimate details

Estimate no.: 1140
 Estimate date: 01/07/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization & Demobilization	All costs connected with mobilization and demobilization of all the Contractor's dune planting Equipment. *UPFRONT COSTS* Deposit for plant purchase from Nursery First week of installation labor Fertilizer Water for plants Insurance Gas/Diesel/Mixed Gas Trailer overhead Trucks overhead Porta-John Rental Equipment Delivery of Plant order Storage Fees Administration overhead General labor/ Transportation	0	\$242,300.25	\$0.00
2.	Plants on Original Contract Order	324,000 Sea Oats interspersed along Oak Island dune system	324000	\$0.7408	\$240,019.20
3.	Additional Plants	73,000 Sea Oats added to original order of 324,000 plants. New total of 397,000 sea oats	73000	\$0.8208	\$59,918.40
4.	Associated Tax	Associated tax for total job. The Contractor shall provide a sales tax statement	0	\$11,088.00	\$0.00

certifying the amount of sales tax paid for
the work provided in the contract.

Total

\$299,937.60

Note to customer

Payment Schedule

20% First Draw: \$59,987.52
40% Second Draw: \$119,975.04
40% Final Draw: \$119,975.04

Please accept this estimate as Dune Doctor, LLC completed quote
for the Oak Island planting installation including all costs and charges.

Accepted date

Accepted by

OWNER: TOWN OF OAK ISLAND, NORTH CAROLINA PROJECT: DUNE PLANTING PROJECT 2026 DESIGNER: MOFFATT & NICHOL BID DATE/TIME: DECEMBER 10, 2025 AT 10:30AM (EST) SUBJECT: BID OPENING - BID TABULATION WORKSHEET				ENGINEER'S ESTIMATE		EARTH BALANCE		DUNE DOCTOR		COASTAL TRANSPLANTS	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
1	MOBILIZATION/DEMobilIZATION	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
2	PLANTS GROWN, HARVESTED, TRANSPORTED, & INSTALLED	EACH	324,000	\$1.50	\$486,000.00	\$1.70	\$550,800.00	\$0.7408	\$240,019.20	\$0.95	\$307,800.00
TOTAL BASE BID (ITEM 1 THROUGH ITEM 2)					\$488,500.00		\$560,800.00		\$240,019.20		\$307,800.00
ADDENDUM ACKNOWLEDGED											
BID FORM SIGNED											
5% BID BOND PROVIDED (ONLY IF PRICE > \$500,000)											
NON-COLLUSION AFFIDAVIT											
IDENTIFICATION OF MBE/MINORITY FIRMS											
AFFIDAVIT A - GOOD FAITH EFFORTS											
AFFIDAVIT B - PERFORM WORK WITH OWN FORCES											
INSURANCE CERTIFICATES											

CERTIFIED BY: Brandon Grant

DATE: 12/22/2025



Notice of Intent to Award

Date: 1/21/2026

Project: Oak Island Dune Planting Project 2026

Owner: Town of Oak Island, NC

Owner's Contract No.: N/A

Contract: Oak Island Dune Planting Project 2026

Engineer's Project No.: 10128/16

Bidder: Dune Doctor LLC

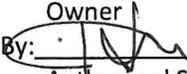
Bidder's Address: 6614 Beach Dr. SW, Ocean Isle Beach, NC 28469-4710

You are notified that your Bid dated 12/10/2025 for the above Service Contract has been considered. You are the Successful Bidder and are notified that the Town of Oak Island intends to award a Contract for the Oak Island Dune Planting Project 2026.

The work includes the growth, harvest, transportation and installation of 324,000 units of plants at a rate of \$0.7408 per plant within the Town limits of Oak Island, Brunswick County, North Carolina. The work generally consists of mobilization/demobilization, collecting seed source, growing and harvesting plants to full transplant size, and planting of dune grass from landward toe of the dune, the dune crest, and no more than 25% of the way down the seaward dune slope. This work also includes an additional 73,000 plants at a negotiated unit rate of \$0.8208 per plant.

The anticipated Contract Price of your Contract is Two Hundred Ninety Nine Thousand Nine Hundred Thirty Seven Dollars and 60 Cents (\$299,937.60).

The Notice of Award will be provided on or before February 11, 2026.

Town of Oak Island
 Owner
 By: 
 Authorized Signature
 Assistant Town Manager
 Title

Copy to Engineer

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of an Interlocal Agreement With
Brunswick County for Tax Collections
DATE: February 5, 2026
DEPARTMENT: Administration

Subject Summary: The Town of Oak Island is one of the few remaining municipalities in Brunswick County which handles its own tax collections, which is a duplication in services. Rather than the County and the Town both continuing to receive and enforce collections, the Town can turn over collection to the County. The agreement would have the County start collecting on the Town's behalf with the upcoming fiscal year, starting on July 1. The Town would still be responsible for collecting any delinquent taxes owed prior to the County handling collections, and Brunswick County would charge .75 of one percent of revenues collected.

Attachments:
[BrunsCo_TaxCollectionAgreement](#)

Suggested Motion: I make a motion to approve the Interlocal Agreement with Brunswick County as presented.

Financial Impact Statement: The County will charge .75 of one percent in collected revenues.

Legal Review: The agreement was prepared by Brunswick County and has been reviewed by the Town Attorney.

NORTH CAROLINA

BRUNSWICK COUNTY

INTERLOCAL AGREEMENT

[For Services Only]

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “County”), party of the first part and the Town of Oak Island, a municipality organized and existing pursuant to the laws of the State of North Carolina and located in Brunswick County, (hereinafter referred to as the “Municipality”), party of the second part.

WITNESSETH:

WHEREAS, the County and the Municipality desire to establish an inter-governmental approach for the collection of taxes and sewer fees, as more fully described herein;

WHEREAS, the County and the Municipality each agree that the cooperative endeavor contemplated hereby will be beneficial to both entities; and

WHEREAS, the County and the Municipality, in order to set out the provisions and conditions under which said services or resources will be provided, have entered into this Agreement as authorized by Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the County and the Municipality do hereby agree as follows:

1. SERVICES

The County shall bill and collect the ad valorem taxes, including but not limited to municipal, sand, and fire tax, as well as sewer treatment fees pursuant to North Carolina Session Law 2004-96 of the Municipality beginning with the Tax Year 2027 in conformity with N.C.G.S. Chapter 105. After deduction of the compensation for the County, the County shall remit to the Municipality all remaining sums collected by the County on the Municipality’s behalf on a monthly basis. In the event a taxpayer makes a payment directly to the Municipality, the funds must be immediately forwarded to the County for proper posting of the taxpayer’s account.

The Municipality shall retain responsibility for delinquent collections and tax certification for all years prior to 2026.

County shall not undertake foreclosure proceedings independently on the Municipality's behalf, and all such foreclosure actions shall be undertaken in conformity with the County's policies regarding the same as adopted from time to time by the Brunswick County Board of Commissioners.

The Municipality shall provide the County with its tax rate no later than July 1st of each year. Building permits, zoning changes, and all other information and/or documentation required to fulfill the provisions of this Agreement shall be provided to the County monthly.

The Municipality shall provide a list of parcels to which sewer treatment fees shall be applied and the corresponding fees in a manner acceptable to the County no later than June 1st of each year. The Municipality shall provide the name and contact information of the individual at Oak Island who will serve as primary contact for sewer fee disputes, issues or questions, whether from the County or the general public.

The Parties agree the County shall have no authority or ability to modify sewer fees without written direction from the Municipality.

This agreement will have no effect on any annexation process that the Municipality implements. The County will collect first year city taxes on all annexations that are effective on July 1st. The Municipality will bill and collect the first year's prorated taxes for all taxpayers in annexation areas when the annexation is not effective on July 1st.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

With the exception of delinquent collections beginning with 2026, no services provided by the County under this Agreement include legal services, which shall be provided by the Municipality at its own expense.

2. TERM OF AGREEMENT

The initial term of this Agreement begins on July 1, 2026 the ("Effective Date") and continues in effect until June 30, 2027, unless earlier terminated pursuant to any of the terms and conditions contained herein. It is expressly agreed that this Agreement shall automatically and without further action on the part of either party be extended from year to year unless one of the parties gives written notice to the other party at least sixty (60) days before the end of the then current term of its intention not to renew the Agreement by delivering or mailing such notice to the other party at the address(es) below.

3. TERMINATION

- a. *For Cause.* Notwithstanding the foregoing, the County may terminate this Agreement upon fifteen (15) calendar days' written notice to the Municipality if the Municipality is in material breach of any provision herein and fails to cure the breach during the notice period.
- b. *Without Cause.* The County may terminate this Agreement at any time without cause by giving two-hundred and seventy (270) calendar days' written notice to the Municipality.

4. COMPENSATION

The County shall deduct from all sums collected by it, whether in the form of full or partial payment, three-quarters of one percent (.75%) thereof as a collection fee.

5. RELATIONSHIP OF PARTIES

Both the County and the Municipality agree that the County is acting as an independent contractor under this Agreement. Control of County personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. No joint agency is established by this Agreement. This Agreement does not create a partnership, joint venture, other joint endeavor, joint ownership, joint operations, or personnel sharing of any kind. No joint personnel are needed by the parties in order to carry out the obligations under this Agreement.

6. REPRESENTATIONS

Each party to this Agreement represents to the other party each of the following as of the Effective Date of this Agreement and covenants with the other party that each such representation will remain true and correct:

- a. It is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- d. It shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. It shall not violate any agreement with any third party by entering into or performing the obligations under this Agreement;
- f. In fulfilling its obligations under this Agreement, it will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and
- g. No elected or appointed official or employee has any interest (financial, employment or other) in the transactions contemplated by this Agreement.

7. INDEMNITY

- a. To the extent permitted by law, the County shall indemnify and hold harmless the Municipality and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Municipality, the County shall defend the same at its sole cost and

expense; provided that, the Municipality retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against the Municipality and its respective officers, agents, employees, or any of them, or jointly against the Municipality and the County and its respective officers, agents, and employees, or any of them, the County shall satisfy same.

- b. To the extent permitted by law, the Municipality shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the Municipality, its officers, agents and employees or any of them, in fulfilling its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Municipality shall defend the same at its sole cost and expense; provided that, the County retains the right to participate in said suit if any principal of government or public law is involved. If final judgment is to be rendered against the County and its respective officers, agents, employees, or any of them, or jointly against the County and the Municipality and its respective officers, agents, and employees, or any of them, the Municipality shall satisfy same.
- c. By executing this Agreement, the County does not assume liability or responsibility for or in any way release the Municipality from any liability or responsibility which arises in whole or in part from the existence or effect of Municipality ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Municipality ordinance, rule or regulation is at issue, the Municipality shall defend the same at its sole cost and expense and if judgment is entered or damages are awarded against the Municipality, the County or both, the Municipality shall satisfy the same, including all chargeable costs and attorneys' fees.

8. REMEDIES

If the Municipality is in default of any payment obligation hereunder and such default is not cured by remittance of the amount owed within thirty (30) days following written notice from the County of the right to cure, then the County shall be entitled to specific performance under this Agreement, injunctive relive and/or direct, incidental or consequential money damages, which may include attorneys' fees.

9. NON-DISCRIMINATION IN EMPLOYMENT

Neither party shall discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. The parties shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment.

10. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent E-Verify rules apply to this Agreement, the parties agree to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

11. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s expense.

12. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

of the other party hereto shall be void. An assignee shall acquire no rights, and the County shall not recognize any assignment in violation of this provision.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

14. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

15. GOVERNMENTAL IMMUNITY

To the extent applicable, neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

16. NON-WAIVER

Failure by the County at any time to require the performance by the Municipality of any of the provisions of this Agreement shall in no way affect the County's right hereunder to enforce the same, nor shall any waiver by the County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

18. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

19. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising

under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

20. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both the Municipality and the County.

21. NOTICES

- a. *Delivery of Notices.* Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. *Effective Date of Notices.* Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. *Notice Address.* Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022
 - ii. For the Municipality: {Vendor Name}
{Vendor Address}
{Vendor City}, {Vendor State or Territory} {Vendor Zip}

22. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board /
Deputy Clerk to the Board

[SEAL]

ATTEST:

Title: _____

[SEAL]

By: _____
Chairman, Board of Commissioners

Date: _____

{VENDOR NAME}

By: _____

Title: _____

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

BRUNSWICK COUNTY

{VENDOR NAME}

Aaron C. Smith, Finance Director
Brunswick County, North Carolina

{Municipality Finance Officer Name}
{Municipality Finance Officer Title}

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Bryan W. Batton, County Attorney /
Ryan S. King, Assistant County Attorney

{Municipality Attorney Name}

Date: _____

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Approval to Advertise Delinquent Taxes
DATE: February 5, 2026
DEPARTMENT: Finance

Subject Summary: Town Council authorization is required to direct the Town’s Tax Collector to advertise liens on real estate in accordance with NC General Statute 105-369 entitled “Advertisement of tax liens on real property for failure to pay taxes.” The tax collector must also report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. The unpaid taxes for 2025 total \$1,237,099.52.

Initial billing is submitted via Town funds; however, recovery of funds is determined through assessing each parcel the prorated amount designated by the number of parcels actually advertised.

Suggested Motion: I make a motion to direct the Tax Collector to advertise the 2025 Delinquent Real Property Taxes in the next edition of *The State Port Pilot*.

Financial Impact Statement: The estimated cost for the advertising will be more than \$800 (the exact amount will be known once the advertisement is placed).

Legal Review: N/A

Follow up Action Needed: With approval from Council, staff will advertise the delinquent taxes.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Appointment to the Business Advisory Board -- Business representative (one unexpired term expiring September 2027)
DATE: February 5, 2026
DEPARTMENT: Administration

Subject Summary: There is one position open on the Business Advisory Board with an unexpired term ending September 2027 for a Business representative. Applicant is as follows:

- Rick Dobrowski

Attachments:

[Rick_Dobrowski](#)

Financial Impact Statement: n/a

Legal Review: n/a

Deputy Town Clerk
4601 E. Oak Island Dr.
Oak Island, NC 28465
910-201-8111
ebaker@oakislandnc.gov

TOWN OF OAK ISLAND COMMITTEE APPLICATION Business Advisory Board



Name: Rick Dobrowski **Email:** chefboyrd@fixinsoki.com

Home Address: 123 NE 12th Street Oak Island 28465
(Street) (City) (Zip Code)

Mailing Address if different: 8300 East Oak Island Drive Oak Island 28465
(Street) (City) (Zip Code)

Home Phone: _____ **Cell:** 704-778-7735 **Business (if different):** 910-933-1009

Years resident of Oak Island: 4.5 yrs

Do you have a family member employed by Town of Oak Island? If yes, name: No

Fixins Restaurant

Applicant's Employer: _____

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Chef/Founder Fixins Restaurant

Relevant Professional Activities: _____

Generations Church, 686 Promise

Relevant Volunteer Activities: _____

Why do you wish to serve on this board/committee?

Give the business community a voice, strengthen collaboration with our local government, and help shape policies that impact business.

Conflict of Interest: If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.

What areas of concern would you like to see addressed by this committee?

Communication to business community, collaboration with the business community, encourage collaboration amongst the business community.

Qualifications for serving:

Successfully established a start-up restaurant on Oak Island that has received 'Best Breakfast/Best Lunch' of Brunswick County 3-years in a row.

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/committees on which you have or are serving:

This will be my first board in Oak Island; however I have served on a board in Charlotte while I was attending college.

Date: 1/04/2026

Signature

I understand that any board or committee appointee may be removed without cause by a majority of Town Council.

Applications are kept on file for 12 months
Please use additional sheet for additional comments

Please see additional questions on Page 2 and provide references' contact information on Page 3.

ADDITIONAL QUESTIONS

1. **Business Advisory Board committee members must represent 1 of 2 categories: Business Stakeholder or Resident. Please indicate which best describes the seat you are applying for:**

Business Stakeholder (local business owner, manager, or commercial property owner of business(es) located in Oak Island; can also be a resident)

Resident (must live within the Town limits of Oak Island; do not have to have a business)

2. **How long have you been involved in the local business community?**

4 years

3. **What unique perspective or expertise would you bring to the Business Advisory Board?**

I would bring a collaborative, relationship-driven perspective to the Board with real-world experiences as an active business owner and community member. Progress happens when trust is established and all parties feel heard and respected.

4. **Please describe a situation where you successfully collaborated with diverse stakeholders to achieve a common goal.**

Establishing our start-up restaurant in an entirely new community. Not without challenges, my focus was on listening to feedback from multiple perspectives, communicating goals, and encouraging teamwork; keys in hospitality and quality.

5. **If you could implement one initiative to improve our town's business climate, what would it be and why?**

Customer parking is limited in the business districts. Perhaps a plan to repurpose right of way designated parking areas into customer parking in the business districts would benefit both business owners as well as the community.

6. **How do you perceive the relationship between local government and the business community, and if you believe improvements are needed, what are your suggestions?**

I believe the relationship between local government and the business community is improving and moving in a positive direction, exemplified by the establishment of the business advisory board. Focusing on the consistency & follow through as well as transparency & communication will build strong relationships & successful collaboration.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Appointment to the Planning Board (one unexpired term ending August 2027)
DATE: February 5, 2026
DEPARTMENT: Administration

Subject Summary: There is one position open on the Planning Board, with an unexpired term ending August 2027. Applicants are as follows:

- Kerri McCullough
- Richard Morrison
- Scott Stephenson

Attachments:

[Kerri_McCullough_Planning_Board](#)
[Richard_Morrison](#)
[Scott_Stephenson](#)

Financial Impact Statement: n/a

Legal Review: n/a

TOWN OF OAK ISLAND

Deputy Town Clerk

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION



Board/Committee: Planning Board

Name: Kerri McCullough **email:** kemcculla@windstream.net

Home Address: 108 NE 57th St Oak Island NC 28465

(Street)

(City)

(Zip Code)

Mailing Address if different: _____

(Street)

(City)

(Zip Code)

Home Phone: 910-250-1240

Fax: _____

Cell: 828-217-1443

Business: _____

Years resident of Oak Island: 10+

Do you have a family member employed by Town of Oak Island? If yes, name: No

Applicant's Employer: Semi-Retired

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Consultant

Relevant Professional Activities: Finance & Risk Management

Relevant Volunteer Activities: EAC, Planning Board (2) terms - Vice Chair, CLUP Steering Committee, others

Why do you wish to serve on this board/committee?

Continue to support the enhancements and improvements to the UDO that I have been a part of for several years and help formulate the best approaches to Commercial Code Repair.

Conflict of Interest: If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.

What areas of concern would you like to see addressed by this committee?

Continued efforts on Commercial Code Repair project and ensuring the UDO evolves to represent the best interests of our residents and business owners.

Qualifications for serving:

Prior Planning Board experience and leadership in multiple terms. Good relationships with existing PB members as well as Staff and Council that will ensure positive, productive teamwork.

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/committees on which you have or are serving:

Currently serve as Board of Adjustment Alternate with term expiring March 2026. Will resign this position in order to serve full term on the Planning Board.

Town policy limits service on volunteer boards/committees to two terms unless Council takes action otherwise.

Date: 1/29/26

Signature

Applications are kept on file for 12 months

I understand that any board or committee appointee may be removed without cause by a majority of Town Council.

Please use reverse side for additional comments

Please provide references' contact information on Page 2.

TOWN OF OAK ISLAND

Deputy Town Clerk

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION



Board/Committee: Oak Island Planning Board

Name: Richard Morrison email: morrison_172@bellsouth.net

Home Address: 146 NE 3rd st Oak Island 28465
(Street) (City) (Zip Code)

Mailing Address if different: _____
(Street) (City) (Zip Code)

Home Phone: _____ Fax: _____ Cell: 919-291-0014 Business: _____

Years resident of Oak Island: 7

Do you have a family member employed by Town of Oak Island? If yes, name: No

Applicant's Employer: Self - Morrison Works, Inc

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Artificer - Craftsperson & Inventor

Relevant Professional Activities: Project Management Professional (PMP) training & certification

Relevant Volunteer Activities: Member of NC Community Emergency Response Team (CERT)

Why do you wish to serve on this board/committee? To maintain a small-town feel while accommodating organized growth working with residents and town officials while focusing on community input, thoughtful planning, and local policies.

Conflict of Interest: If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.

What areas of concern would you like to see addressed by this committee? _____

Qualifications for serving: I have a commitment to serving the public interest and upholding the community's general plan. I also possess good listening, fair-mindedness, ability to understand local issues/ordinances, communication,

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?
Other Oak Island boards/committees on which you have or are serving: None

Town policy limits service on volunteer boards/committees to two terms unless Council takes action otherwise.

Date: 01/09/2026

Signature *Richard Morrison*
I understand that any board or committee appointee may be removed without cause by a majority of Town Council.

Applications are kept on file for 12 months
Please use reverse side for additional comments

Please provide references' contact information on Page 2.

TOWN OF OAK ISLAND

Deputy Town Clerk

4601 E. Oak Island Dr.
Oak Island, NC 28465
Telephone 910-201-8111
ebaker@oakislandnc.gov

COMMITTEE APPLICATION



Board/Committee: Planning Board

Name: Scott Stephenson email: scott.stephenson@comcast.net

Home Address: 103 NW 1st St Oak Island 28465
(Street) (City) (Zip Code)

Mailing Address if different: (Street) (City) (Zip Code)

Home Phone: Fax: Cell: 303-210-2414 Business:

Years resident of Oak Island: 5

Do you have a family member employed by Town of Oak Island? If yes, name: No

Applicant's Employer: Retired/ Owner-Operator Music Mafia Radio

In accordance with the Town of Oak Island Personnel Policy, a person currently employed by the agency or department for which this application is made must resign his/her position with Oak Island upon appointment. Furthermore, the applicant should have no immediate family member employed by such agency or department.

Occupation: Former Operations Manager and Financial, Process and Systems Analyst

Relevant Professional Activities: Financial analysis, process origination and analysis

Relevant Volunteer Activities: Church leadership including VBS and Sunday School Director, Church Council member

Why do you wish to serve on this board/committee? I have a deep love and respect for the community that makes Oak Island what it is and want to contribute my experiences and skills to ensure Oak Island maintains its charm and family values.

Conflict of Interest: If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state this belief to the other members of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private, or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter.

What areas of concern would you like to see addressed by this committee? Ensure property rights are respected while simplifying the processes encountered by residents wherever possible. Create an environment favorable to business development.

Qualifications for serving: My unique position in a Fortune 500 company gave me experience in system and process design and implementation, financial analysis and revenue recovery, which I believe would be of benefit to the town.

Qualifications: What knowledge, skills, experience or other abilities do you have to contribute?

Other Oak Island boards/committees on which you have or are serving: none

Town policy limits service on volunteer boards/committees to two terms unless Council takes action otherwise.

Date: 01/05/2026

Signature [Handwritten Signature]
I understand that any board or committee appointee may be removed without cause by a majority of Town Council.

Applications are kept on file for 12 months

Please use reverse side for additional comments

Please provide references' contact information on Page 2.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Discussion of Revisions to the Town's Sponsorship/Naming Policy
DATE: February 5, 2026
DEPARTMENT: Administration

Subject Summary: The Town's policy for naming facilities, adopted in June of 2005, was in need of updating. At the September 9, 2025 meeting, Council directed staff to review the policy and provide suggested updates. Staff has reviewed similar policies from other jurisdictions and also considered how such a policy would be best utilized in Oak Island. As the Town considers building a new Recreation Center, for example, there would be opportunities to offer sponsorships of rooms, etc., and having a more specific policy in place will add clarity to the process for accepting sponsorships and naming rights. The policy would establish categories of approval based on the giving level, with Council approval required for sponsorships of \$50,000 or more. A draft policy is enclosed for Council's consideration.

Attachments:

[Town of Oak Island Sponsorship Policy](#)

Financial Impact Statement: Upon approval, the Town would use sponsorship money toward the facility or program specified.

Legal Review: The Town Attorney will be available to answer any questions Council may have.

Town of Oak Island Sponsorship Policy

Purpose

The purpose of this policy is to establish consistent guidelines for soliciting, evaluating, approving, and managing sponsorships for Town facilities, programs, services, and events. Sponsorships may enhance community services and reduce costs to taxpayers when they are aligned with the Town's mission, values, and public expectations.

This policy is intended to protect public trust, avoid conflicts of interest or the appearance of undue influence, and clearly distinguish sponsorship recognition from advertising or commercial endorsement.

Policy

The Town of Oak Island may accept sponsorships from individuals, businesses, and organizations that provide financial support to Town programs, facilities, services, or events, provided such sponsorships:

- Serve a clear public purpose and community benefit;
- Do not compromise the Town's independence, integrity, or decision-making authority;
- Do not imply Town endorsement or any sponsor, product, or service; and
- Comply with all applicable Town policies.

General Principles

Sponsorships must support or enhance Town services, programs, or facilities.

The Town retains full control over sponsorship terms, recognition format, content, and placement.

Sponsorships do not grant sponsors decision making authority, preferential treatment, or policy influence.

Sponsorships must comply with all local, state, and federal laws.

Eligibility and Restrictions

The Town may accept sponsorships from lawful businesses and organizations that align with community standards and Town values. The Town will not accept sponsorships that:

- Promote tobacco, drugs, or illegal activities;
- Include political campaigns, advocacy messaging, or lobbying;
- Contain profanity, hate speech, or discriminatory content;
- Are sexually explicit or harmful to minors;
- Create real or perceived conflicts of interest; or
- Could damage the Town's public image or credibility.

The Town reserves the right to reject any sponsorship at its sole discretion.

Sponsorship Approval Authority

Sponsorships must be approved at the appropriate level based on total value, duration, and whether naming rights are requested:

Level	Approval Authority	Sponsorship Value	Term	Naming Rights
Level 1	Town Council	Over \$50,000 or any facility naming request	Any	Yes
Level 2	Town Manager	Up to \$50,000	Up to 5 years	Area or facility feature only
Level 3	Department	Up to \$10,000	Up to 1 years	No

Program Specific Sponsorship Levels

The Town offers a variety of programs and events that may accept sponsorships in support of Town services, facilities, initiatives, or community activities. Each program or event may establish its own sponsorship levels, contribution amounts, terms, and recognition benefits, which are documented in program specific guidelines.

Sponsors should refer to the specific program or event materials for detailed information regarding available sponsorship levels, benefits, and recognition opportunities.

All program specific sponsorship levels must:

- Adhere to the Sponsorship Approval Authority outlined in this policy, regardless of how levels are defined within a specific program; and
- Receive final approval from the Town Manager, unless Town Council approval is otherwise required based on sponsorship value, duration, or inclusion of naming right.

While sponsorship levels and recognition benefits may vary by program or event, no program specific guideline may supersede the approval authority, restrictions, or standards established in this policy.

Sponsorship Agreements

All sponsorships require a written agreement outlining:

- Sponsorship value and duration;
- Any approved naming or dedication elements;
- Recognition terms and conditions;
- Termination rights;
- Use of Town logos or branding; and

- Compliance with all applicable Town policies.

No sponsorship recognition or materials may be released without prior Town approval.

Naming Rights and Dedications

Naming rights and dedications for Town-owned facilities, assets, spaces, or program elements are a significant public action and are subject to heightened review. The granting of naming rights is intended to recognize significant substantial contributions that provide clear and lasting public benefit, while preserving the noncommercial nature of public assets.

Naming rights may only be granted in connection with a monetary sponsorship or donation that is commensurate with the value, visibility, and expected lifespan of the asset being named. Contributions may include cash donations or other financial support provided by the Town and must align with the standards established in this policy.

A limited exception may be considered for naming requests that do not include a monetary contribution, when all the following conditions are met:

- The naming request originates directly from Town Council; and
- Town Council determines that the naming serves a compelling public purpose consistent with the Town's mission, values, and adopted policies.

All naming rights dedications:

- Must be reviewed in the context of the Sponsorship Approval Authority outlined in this policy; and
- Must not result in undue commercialization of Town property or imply Town endorsement of any individual, business, product, or service.

The Town retains the right to deny, modify, limit the duration of, or revoke naming rights if continued use of the name is determined to be inconsistent with the public interest, Town policy, or community standards, or if the sponsor fails to meet the terms of the sponsorship agreement.

Naming rights, when approved, shall be formalized through a written sponsorship agreement that clearly defines the scope, duration, recognition method, and any conditions associated with the naming.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Discussion of Recommendations from the Blue Ribbon Summit on Pedestrian and Traffic Safety
DATE: February 5, 2026
DEPARTMENT: Police

Subject Summary: Police Chief Charlie Morris will present information on the Blue Ribbon Summit on Pedestrian and Traffic Safety, including the group's process and recommendations for the Town to consider.

Financial Impact Statement: N/A

Legal Review: N/A

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of Including the Town of Oak Island In a Joint Regional Statement Regarding the U.S. Army Corps of Engineers’ Draft Environmental Impact Statement (DEIS) for the Proposal to Deepen and Widen the Cape Fear River Channel From the Ocean to the Wilmington Harbor (the Wilmington Harbor Project).

DATE: February 5, 2026

DEPARTMENT: Council Member

Subject Summary: Mayor Brown placed this item on the agenda. Southport Alderman Karen Mosteller spoke at Council's January 20 meeting, asking the Town to be a part of the Joint Statement opposing action to deepen or widen the Cape Fear River channel. Ms. Mosteller particularly noted concerns about inadequate funding for mitigation. The Joint Statement is included as an attachment.

Attachments:
[OKI_Joint Regional Statement](#)

Suggested Motion: I make a motion to include the Town of Oak Island in the Joint Regional Statement Regarding the U.S. Army Corps of Engineers’ Draft Environmental Impact Statement (“DEIS”) for the Proposal to Deepen and Widen the Cape Fear River Channel From the Ocean to the Wilmington Harbor (the “Wilmington Harbor Project”) as presented.

Financial Impact Statement: N/A

Legal Review: N/A

Follow up Action Needed: If the action is approved, staff will ensure that the Town is included in the Joint Statement.

Joint Regional Statement

To: The North Carolina General Assembly; the North Carolina Congressional Delegation; the U.S. Army Corps of Engineers; the North Carolina State Ports Authority; the North Carolina Department of Environmental Quality; and the Brunswick County Legislative Delegation

As municipalities and stewards of cultural and environmental resources in the Lower Cape Fear region, we have come together to express our shared concerns regarding the U.S. Army Corps of Engineers' recently released Draft Environmental Impact Statement ("DEIS") for the proposal to deepen and widen the Cape Fear River channel from the ocean to the Wilmington Harbor (the "Wilmington Harbor Project").

While each of our communities may experience different localized impacts, we are united in calling upon the Corps, the Port Authority (as Project Sponsor), and the State of North Carolina to ensure that **any approval of the Project includes both:**

- **A comprehensive, long-term, and fully funded Environmental and Adaptive Management Plan** that continuously assesses Project impacts, identifies needed mitigation, and requires ongoing monitoring; and
- **A dedicated Adaptive Management Fund, placed in escrow before construction begins**, to pay for the long-term costs identified by the Plan, including corrective actions, ecological restoration, shoreline protection, and monitoring.

The need for such safeguards is clear. The DEIS identifies **no impacts** to shorelines along the twenty-eight miles of the Cape Fear River, and proposes only two mitigation measures:

1. constructing or restoring freshwater wetlands to offset increased salinity, and
2. improving fish passage at Lock & Dam 1 and 2.

The total cost of these measures is approximately **\$60 million**, and **no monitoring plan** is proposed beyond evaluating the effectiveness of these two limited actions.

By comparison, when the **Savannah Harbor was deepened**, that project cost approximately **\$900 million**, of which **\$500 million** was dedicated specifically to mitigation and **ten years of post-construction monitoring**. The Wilmington Harbor DEIS contains **no comparable commitments**. There is:

- **No mitigation for shoreline impacts** anywhere along the River;
- **No mitigation for increased erosion at the beaches near the river mouth;**
- **No adaptive fund** to address impacts that emerge only after construction;
- **No acknowledgment of future public costs**, such as maintaining or replacing aging bridges and roadway infrastructure due to increased traffic associated with expanded port activity.

We emphasize that the Lower Cape Fear functions as a **single coastal system**, and the strength of our shared regional economy depends on the health of our surrounding environment. What happens to the channel affects **every community**.

The region's barrier and estuarine islands—including Battery Island, Shellbed Island, and others—play a critical ecological role in supporting fisheries, marsh nurseries, colonial waterbirds, and migratory shorebirds. Battery Island is one of the **most significant colonial waterbird nesting sites on the East Coast**, and together the bird-nesting islands of the Lower Cape Fear support approximately **30% of North Carolina's coastal waterbird population**. These habitats are already highly vulnerable to erosion, sea-level rise, and habitat loss that may be exacerbated by channel deepening.

We support responsible maritime infrastructure that strengthens our state's economy. But we cannot accept a project that lacks the long-term financial commitment to provide safeguards necessary to protect our shorelines, habitats, riverfronts, infrastructure, and citizens.

Through this Joint Regional Statement, we affirm our unified commitment to stewardship, resilience, and the responsible management of the Lower Cape Fear—today and for generations to come.

**TOWN COUNCIL REGULAR
MEETING
AGENDA ITEM MEMO**

SUBJECT: Consideration of a Resolution Opposing Expansion of the Chemours Fayetteville Works Facility
DATE: February 5, 2026
DEPARTMENT: Council Member

Subject Summary: Councilman Brown placed this item on the agenda. There has been a request for a permit to expand operations at the Chemours Fayetteville Works Facility, which would increase production and potential increases to the discharge of PFAS into the Cape Fear River. A Resolution opposing the permit and expansion is enclosed for Council's Consideration. The Brunswick County Board of Commissioners has adopted a similar Resolution.

Attachments:

[OakIsland_ResolutionOpposingChemoursExpansion](#)

Suggested Motion: I make a motion to adopt the Resolution Opposing Expansion of the Chemours Fayetteville Works Facility as presented.

Financial Impact Statement: N/A

Legal Review: N/A

Follow up Action Needed: If the Resolution is adopted, Town staff will forward a copy of the Resolution to the appropriate parties.



RESOLUTION OPPOSING THE EXPANSION OF THE CHEMOURS FAYETTEVILLE WORKS FACILITY

WHEREAS, the Oak Island Town Council recognizes that safe, clean, and reliable drinking water is essential to the health and well-being of residents and visitors and to the long-term environmental and economic vitality of our region; and

WHEREAS, the Cape Fear River serves as the primary drinking water source for residents of Brunswick County and neighboring communities, supporting approximately 500,000 North Carolinians, and Brunswick County supplies drinking water to more than 300,000 residents and visitors during its peak season; and

WHEREAS, since at least 1980, Chemours and its predecessor, DuPont, have released per- and polyfluoroalkyl substances (PFAS), including GenX, into the Cape Fear River from the Fayetteville Works facility located upstream from Brunswick County; and

WHEREAS, these discharges have resulted in widespread PFAS contamination throughout the Cape Fear River Basin, creating serious concerns about public health, environmental quality, and the financial burden placed on local utilities and ratepayers to provide safe drinking water, as peer-reviewed studies have identified potential associations between long-term PFAS exposure and certain adverse health effects, including increased risks of some cancers, thyroid and liver conditions, and developmental or immune system impacts; and

WHEREAS, the ratepayers of the Brunswick County Public Utilities and its regional partners have invested tens of millions of dollars in treatment upgrades, including the current addition of low pressure reverse osmosis (LPRO) to the Northwest Water Treatment Plant, upgrades to the raw water system to accommodate the additional raw water needed for LPRO, and continue to bear significant annual operating costs to remove PFAS compounds from the water supply; and

WHEREAS, Chemours has applied to the North Carolina Department of Environmental Quality (DEQ) for a permit to expand operations at its Fayetteville Works Facility, which would substantially increase production and has the potential to increase PFAS emissions and discharges; and

WHEREAS, the U.S. Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (DEQ), and other regulatory agencies have the authority and responsibility to deny permit applications that may endanger public health or violate federal or state environmental laws; and

WHEREAS, the Oak Island Town Council strongly supports continued oversight by the EPA and DEQ to ensure Chemours achieves full compliance with existing consent orders and implements proven and verifiable controls to prevent additional PFAS contamination.

NOW, THEREFORE, BE IT RESOLVED that the Oak Island Town Council formally opposes any expansion of the Chemours Fayetteville Works Facility that would result in PFAS emissions or discharges into the environment; and

BE IT FURTHER RESOLVED that the Oak Island Town Council respectfully requests the U.S. Environmental Protection Agency and the North Carolina Department of Environmental Quality deny Chemours' current expansion permit unless and until the company has:

1. Fully remediated existing contamination;
2. Demonstrated sustained compliance with all applicable environmental laws, consent orders, and permit conditions;
3. Provided independent, verifiable data confirming that proposed operations will not result in the addition of new PFAS releases into the environment; and
4. Provide financial compensation to local governments and public utility organizations for treatment systems and remediation measures implemented as a result of PFAS contamination in the public water supply and their long-term operation and maintenance.

BE IT FURTHER RESOLVED that the Oak Island Town Council urges Chemours to engage transparently with local governments, utilities, and affected communities to share environmental data, adopt best available control technologies, and prioritize the protection of North Carolina residents and natural resources.

Adopted this 10th day of February 2026.

Chris Brown, Mayor
Town of Oak Island

ATTEST: _____

Lisa P. Stites, MMC
Town Clerk