



Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

Town of Beaufort Board of Commissioners Work Session Meeting 4:00 PM Monday, September 27, 2021 - Zoom Meeting due to COVID-19 Pandemic Monthly Meeting

Call To Order

Roll Call

Agenda Approval

Public Comment

Project Updates

Items for Discussion and Consideration

1. COVID Numbers in Carteret County, Mask Ordinance Discussion and Returning to In-Person Meetings Check-In
2. Minutes
3. Presentation Request
4. Water Rate Adjustment – Eastman Creek Subdivision
5. To approve or deny the Site Plan for Pruitt Health Care Nursing Home/Skilled Care Facility to contain 104 Beds/Units.
6. Case #21-24 Final Plat – Front Street Village Phase 4
7. Financial Notes

Reconvene Quasi-Judicial Proceeding

1. Request for Special Use Permit – 1550 Lennoxville Road - Gas-Service Station (Jim Dandy Stores); Case No. 21-17

Mayor/Commissioner Comments

Adjourn



Town of Beaufort, NC

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**Board of Commissioners Work Session
Virtual Meeting
4:00 PM – Monday, Sept. 27, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: COVID Numbers in Carteret County, Emergency Leave,
Mask Ordinance and Returning to In-Person Meetings
Check-In

BRIEF SUMMARY:

COVID Numbers in Carteret County

With COVID and the dominant delta variant cases on the rise in Carteret County and across the State of North Carolina, the Board agreed to hold off on returning to in-person meetings. The Board directed staff to provide an update on current county and state COVID metrics at each Board of Commissioners meeting to assess when to return to in-person meetings safely. Since data trends are released daily, those metrics will be provided at the meeting on Monday, Sept. 27, 2021.

Returning to In-Person Meetings Check-In

Currently, all Town Boards (elected and volunteer) are conducting meetings virtually via Zoom with the exception of the Beaufort Harbor and Waterways Master Plan Advisory Committee who has permission to meet under a hybrid model at the Beaufort Hotel. All meetings will continue to be open to the public and individuals may join in-person or virtually via Zoom. This policy is scheduled to be reviewed at each meeting of the Board of Commissioners.

Staff has placed an order for upgrades to equipment at the Train Depot in order to accommodate hybrid meetings. A date has not been provided from the vendor as to when this equipment will be installed.

Emergency Paid Sick Leave Policy Extension Check-In

At the Aug. 23, 2021 Work Session, the BOC voted to approve the policy extension with the requirement that in order to qualify the employee must be vaccinated. The policy is scheduled to be reviewed at each meeting.

Town-Wide Mask Ordinance Check-In

The Board of Commissioners implemented a town-wide mask ordinance at the Aug. 23, 2021 Work Session. The Mask ordinance is scheduled to be reviewed at each meeting of the Board of Commissioners.

REQUESTED ACTION:

No action is requested.

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Mayor Newton & Rachel Johnson, Deputy Town Clerk

BUDGET AMENDMENT REQUIRED:

No



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**Board of Commissioners
Virtual Work Session
4:00 PM – Monday, Sept. 27, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Minutes

BRIEF SUMMARY:

In early September, staff discovered a backlog of minutes which appeared to have begun in June. However, after further research it was discovered, minutes had not been produced and presented to the Board since the minutes for the April 26, 2021 meeting which were approved at the July Regular Meeting along with minutes from March. Staff has been working to catch the minutes up while also keeping current. Several staff members have been working on this project to include Deputy Clerk Rachel Johnson, Parking Manager Jennifer Rossi and freelancer Kate Allen.

The following meetings will be forthcoming in the near future:

- May 10 Regular Meeting
- May 17 Budget Work Session 1 of 3
- May 20 Budget Work Session 2 of 3
- May 24 Work Session
- May 26 Budget Work Session 3 of 3
- July 12, 2021 Regular Meeting
- July 21 Special Meeting
- July 26 Work Session
- July 28 Special Meeting – Closed Session
- Aug. 9 Regular Meeting
- Aug. 17 Special Meeting
- Aug. 23 Work Session

Minutes for the following meetings will be included in the packet for the Oct. 11, 2021 Regular Meeting: (The goal is to include more meeting minutes as staff is able to work on this time consuming project)

- June 14, 2021 Regular Meeting
- June 28, 2021 Work Session
- Sept. 13, 2021 Regular Meeting
- Sept. 27, 2021 Work Session

Staff will begin working on the May minutes for the next work session. Please accept staff's apology for starting the catchup process in June. The May meetings were just recently discovered while staff was correcting website errors also concerning minutes

REQUESTED ACTION:

The Deputy Town Clerk recommends the Board consider the draft minutes. The draft minutes will be included with the October 11, 2021, BOC Regular Meeting agenda package.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Rachel Johnson, Deputy Town Clerk/PIO/Parks & Events Coordinator

BUDGET AMENDMENT REQUIRED:

No



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**Board of Commissioners
Virtual Work Session
4:00 PM – Monday, Sept. 27, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Presentation Request

BRIEF SUMMARY:

Beaufort resident Douglas Doubleday has requested the Board allow him to make a presentation at the Oct. 11, 2021 Regular Meeting. The subject of the presentation is: "Plastic Free By The Sea" Initiative.
He has been advised all presentations must be 10 minutes or less.

REQUESTED ACTION:

Request approval to include on the Oct. 11, 2021 Agenda

EXPECTED LENGTH OF PRESENTATION:

1 minute

SUBMITTED BY:

Rachel Johnson, Deputy Town Clerk/PIO/Parks & Events Coordinator

BUDGET AMENDMENT REQUIRED:

No



Town of Beaufort, NC

**Board of Commissioners
Virtual Work Session Meeting
4:00 PM Monday, September 27, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Water Rate Adjustment – Eastman Creek Subdivision

BRIEF SUMMARY:

The Carteret County Board of Commissioners voted during their June 21, 2021 regular meeting to raise water rates by 95 percent. The Town Board of Commissioners in turn, voted to adopt new water rates for the Eastman Creek subdivision during the August 23rd work session. The action was taken to offset the added cost of water the Town will continue to purchase from the County for resell to Eastman Creek customers. The rates adopted were structured to allow the Town to break even when it comes to providing water and maintaining the distribution system within the subdivision.

The Carteret County Board of Commissioners in a partial reversal of their prior decision, voted during their September 20th regular meeting to reduce water rates by approximately 25 percent. As such, Town staff is requesting that the Board of Commissioners consider reducing the water rates for the Eastman Creek subdivision customers.

REQUESTED ACTION:

Consider adoption of water rates for customers located within the Eastman Creek subdivision which reflect a reduction from the current Town rates commensurate with the rate reduction adopted by the Carteret County Board of Commissioners on September 20, 2021. To that end, Town staff recommends that the Board of Commissioners consider reducing the flat fee from \$33.80 to \$23.25 for a ¾-inch meter while keeping the variable fee unchanged at \$7.61 per 1,000 gallons. Additionally, consideration of flat fees of \$38.75, \$82.96, \$147.25 and, \$333.91 for 1-, 1 ½-, 2- and 3-inch meters, respectively, is recommended for the Eastman Creek service area.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Greg Meshaw, Public Services Director/Town Engineer

BUDGET AMENDMENT REQUIRED:

No



Town of Beaufort, NC

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**Beaufort Board of Commissioners Workshop
4:00 PM Monday, September 27, 2021 – Virtual Meeting via Zoom**

AGENDA CATEGORY: Discussion & Consideration
SUBJECT: To approve or deny the Site Plan for Pruitt Health Care Nursing Home/Skilled Care Facility to contain 104 Beds/Units.

BRIEF SUMMARY:
The applicant wishes to construct a 70,980 square foot Nursing Home/Skilled Care Facility and use approximately 12,480 gallons per day of sewer allocation.

REQUESTED ACTION:
Discussion on Proposed Site Plan
Consideration on the Site Plan & Sewer Allocation Request

EXPECTED LENGTH OF PRESENTATION:
15 Minutes

SUBMITTED BY:
Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:
N/A

STAFF REPORT



To: Board of Commission Members
From: Kyle Garner, AICP, Town Planner
Date: September 21, 2021
Project Us 70 East - Site Plan – Pruitt Health Care – Nursing Home/Skilled Care Facility

THE QUESTION: To approve or deny the Site Plan for Pruitt Health Care – Nursing Home/Skilled Care Facility to contain 104 Beds/Units.

BACKGROUND: This site currently is an undeveloped tract of property that was annexed, zoned and updated in the CAMA Land Use Plan in October 2018.

Location: US 70 East
 Owners: Carteret Healthcare Properties, LLC
 Requested Action: To recommend approval or denial to the Board of Commissioners
 Existing Zoning: R-20
 Pin #: 731703137013000
 Size: 13.43 acres (584,923.48 sq. ft.)
 Building Square Footage: 70,980 Square Feet
 Existing Land Use: Undeveloped

PUBLIC UTILITIES & WORKS:

Water: Town of Beaufort
 Sanitary Sewer: Town of Beaufort

OPTIONS:

1. Approval of the Site Plan
2. Denial of the Site Plan based on specific failures to meet requirements of the LDO.
3. Decision on proposed Sewer Allocation Request of 12,480 Gallons per day

ATTACHMENTS:

- A. Vicinity Map
- B. Site Plan – Pruitt Healthcare
- C. Wastewater Allocation Application

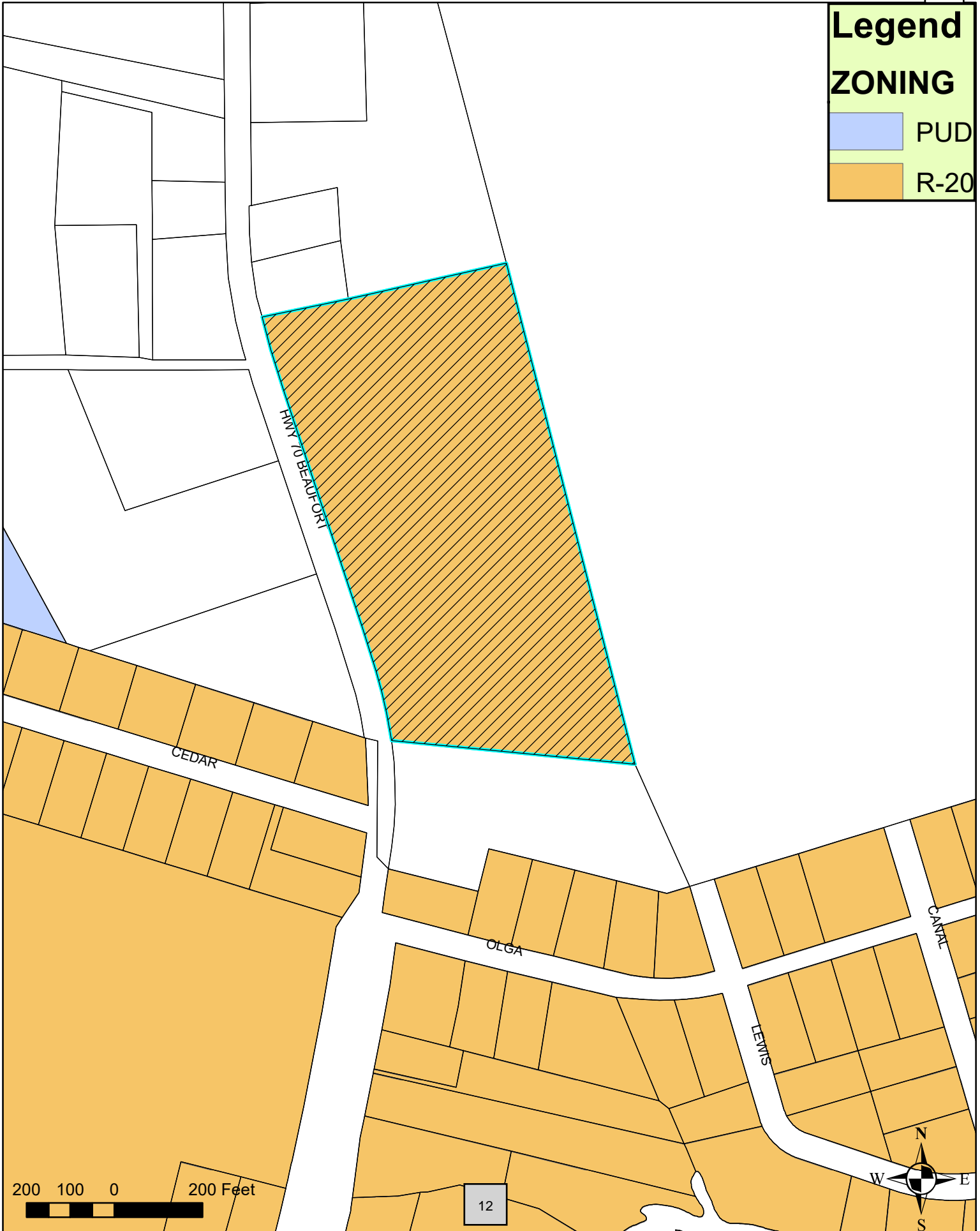
Staff Comments:

The applicant wishes to construct a 70,980 square foot assisted living facility to contain 104 beds. This property was annexed in October of 2018 and given the zoning classification of R-20 closely matching the former County Zoning of R-15M. At that same meeting the property was given a classification as Low Density Residential as a CAMA Land Use Plan Amendment.

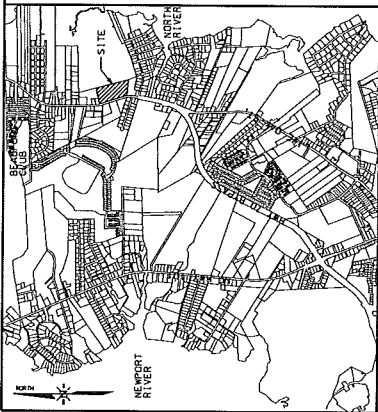
As part of the Town’s new sewer allocation policy the applicant is requesting 12,480 gallons of allocation for this project that has been reviewed by the Towns Engineer. In addition to Planning Staff, the Town Engineer and Fire Chief have reviewed the plans for compliance as well as the NC Department of Transportation District Office and Division Safety Engineers Office regarding the driveway access points serving the site.

Conclusion

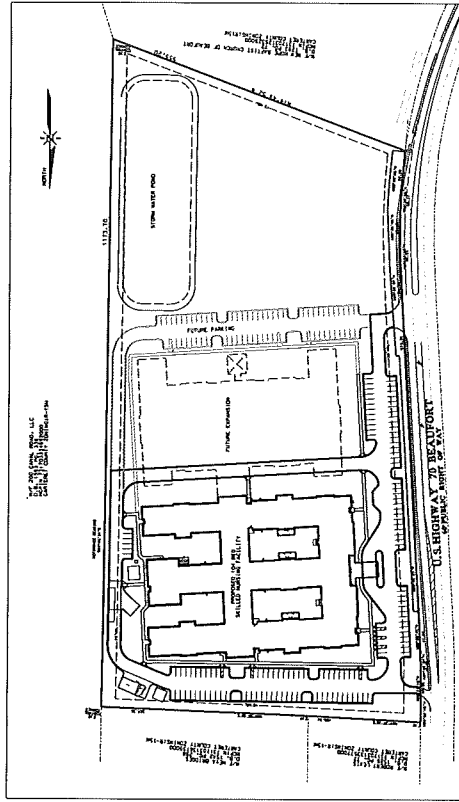
This project meets the design criteria required in the LDO and the Planning Board at their September 20th meeting recommended unanimously approval of the proposed site plan.



PRUITTHEALTH CRYSTAL COAST SKILLED NURSING FACILITY




VICINITY MAP (NTS)



100 50 0 100 200
SCALE: 1" = 50'

CLIENT:
CARTERET COUNTY PROPERTIES, INC.
1626 JEURGENS CT.
NORCROSS, GA 30093
678-533-6770

ENGINEER:
 THE CULLIPIER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES
151-A HIGHWAY 24
MOREHEAD CITY, NC 28557
252-773-0080 LICENSE NO. C-4482

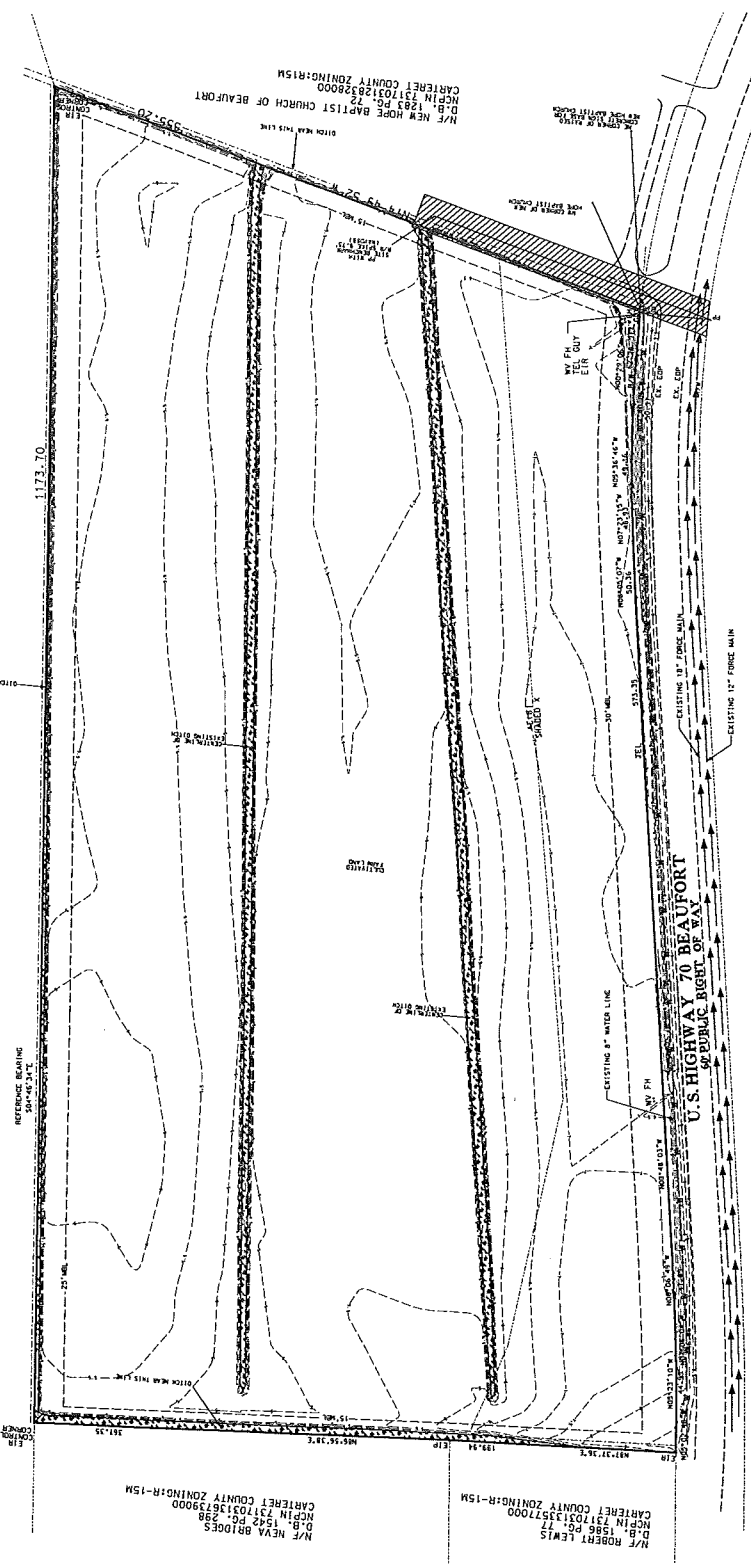
— CHARLES M. CULLIPIER, P.E. DATE —

INDEX OF DRAWINGS

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- SHEET 3 OVERALL SITE PLAN
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- SHEET 23 ROAD TURN LANE CROSS SECTION 2



N/E 200 CANAL ROAD, LLC
 O.B. N. 1533 PG. 338
 2415 HIGHWAY 70
 CARTERET COUNTY ZONING-R-15M



M/F NEVA BRIDGES
 O.B. N. 1542 PG. 298
 2415 HIGHWAY 70
 CARTERET COUNTY ZONING-R-15M

M/F ROBERT LEWIS
 O.B. N. 1566 PG. 274
 2415 HIGHWAY 70
 CARTERET COUNTY ZONING-R-15M

M/F NEW HOPE BAPTIST CHURCH OF BEAUFORT
 O.B. N. 1283 PG. 72
 2415 HIGHWAY 70
 CARTERET COUNTY ZONING-R-15M

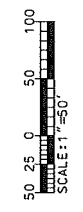
LEGEND

- S-S- EXISTING CONTOUR
- PP POWER POLE
- W- EX. WATER
- SS- EX. FORCE MAIN
- 46L - LINE BUILDING
- EP - EDGE OF PAVEMENT
- ER - EXISTING IRON ROD
- X- EX. WELANDS
- TEL - TELEPHONE FOOTCUT
- R/W - RIGHT-OF-WAY
- PH - FIRE HYDRANT
- WV - WATER VALVE
- OUT - OUT WIRE

REVISIONS:

NO.	DATE	DESCRIPTION

EXISTING CONDITIONS PLAN
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 LEURGANS COURT
 NORCROSS, GA 30093
 PHONE: 678-333-6770
 DRAWN: CMC
 CHECKED: CMC
 APPROVED: CMC
 DATE: 7/7/21
 SCALE: 1" = 50'



SHEET # 2 OF 23
 PROJECT # 2415056-002
 DESIGN FILE Construction Drawings.dgn

STORM WATER STRUCTURE TABLE

STRUCTURE	INVERT	DATE
CA-204	5.77	7/27
CB-203	5.07	8/03
CB-202	5.00	8/03
CB-201	5.00	8/03
CB-200	4.06	8/03
CB-196	4.29	8/03
CB-194	4.14	8/03
CB-193	4.05	8/03
CB-192	4.05	8/03
CB-191	4.09	8/03
CB-190	4.08	8/03
CB-193	7.75	8/25
CB-192	7.39	8/00
CB-191	6.75	8/00
CB-190	6.75	8/00
CB-189	6.77	8/00

STORM WATER PIPE TABLE

UPSTREAM	DOWNSTREAM	LENGTH	DIAMETER	PIPE	NO. OF	MANHOLE	SPACING
CA-204	CA-203	150	18	1	1	1	THAMIC WATER HOSE
CA-203	CA-202	150	18	1	1	1	THAMIC WATER HOSE
CA-202	CA-201	117	18	1	1	1	THAMIC WATER HOSE
CA-201	CA-200	74	18	1	1	1	THAMIC WATER HOSE
CA-196	CA-194	154	18	2	2	2	THAMIC WATER HOSE
CA-194	CA-193	154	18	2	2	2	THAMIC WATER HOSE
CA-193	CA-192	154	18	2	2	2	THAMIC WATER HOSE
CA-192	CA-191	111	18	1	1	1	THAMIC WATER HOSE
CA-191	CA-190	74	18	1	1	1	THAMIC WATER HOSE
CB-203	CB-193	102	18	1	1	1	CLASS IV CASCADED RIP
CB-193	CB-192	96	18	1	1	1	THAMIC WATER HOSE
CB-192	CB-191	96	18	1	1	1	THAMIC WATER HOSE
CB-191	CB-190	96	18	1	1	1	THAMIC WATER HOSE
CB-190	CB-189	96	18	1	1	1	THAMIC WATER HOSE

DRAINAGE NOTES

- CONTRACTOR SHALL COORDINATE ROOF LEADER DRAINAGE WITH COORDINATING PLANS.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS AND SLOPES.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS AND SLOPES.
- CATCH BASIN CB-101 WILL BE A CORNER INLET TYPE.

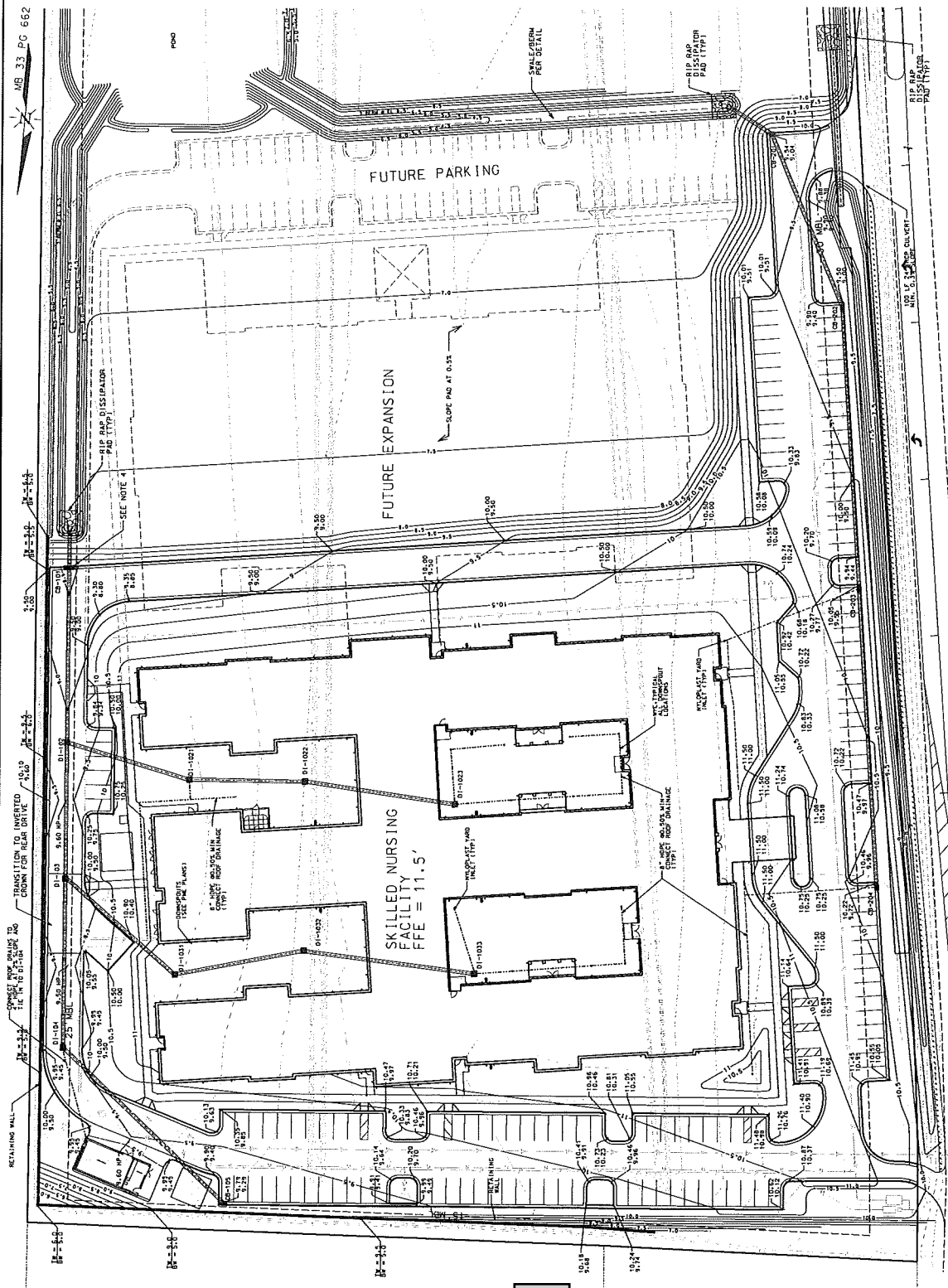
LEGEND

---	EXIST. CONTIGUOUS
---	8" ADE (COLLECT ROOF DRAIN)
---	FLOOR DIRECTION
---	TOP OF WALL ELEVATION
---	BOTTOM OF WALL ELEVATION
---	CATCH BASIN
---	STORM DRAIN MANHOLE
---	WATER LINE
---	BOTTOM OF WALL

REVISIONS:

NO.	DATE	DESCRIPTION

GRADING & DRAINAGE PLAN
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TOWNSHIP, CAROLINE COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 LEURGANS COURT
 NORCHESSE, VA 24553
 PHONE: 678-533-6770
THE COLLIPHER GROUP P.A.
 1000 HIGHWAY 70, SUITE 200
 BEAUFORT, NC 28516
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. C-4485
 DATE: 7/17/21
 CHECKED: CMC
 APPROVED: CMC
 SCALE: 1" = 30'
CHARLES W. COLLIPHER P.E.



U.S. HIGHWAY 70 BEAUFORT
 60' PUBLIC RIGHT-OF-WAY



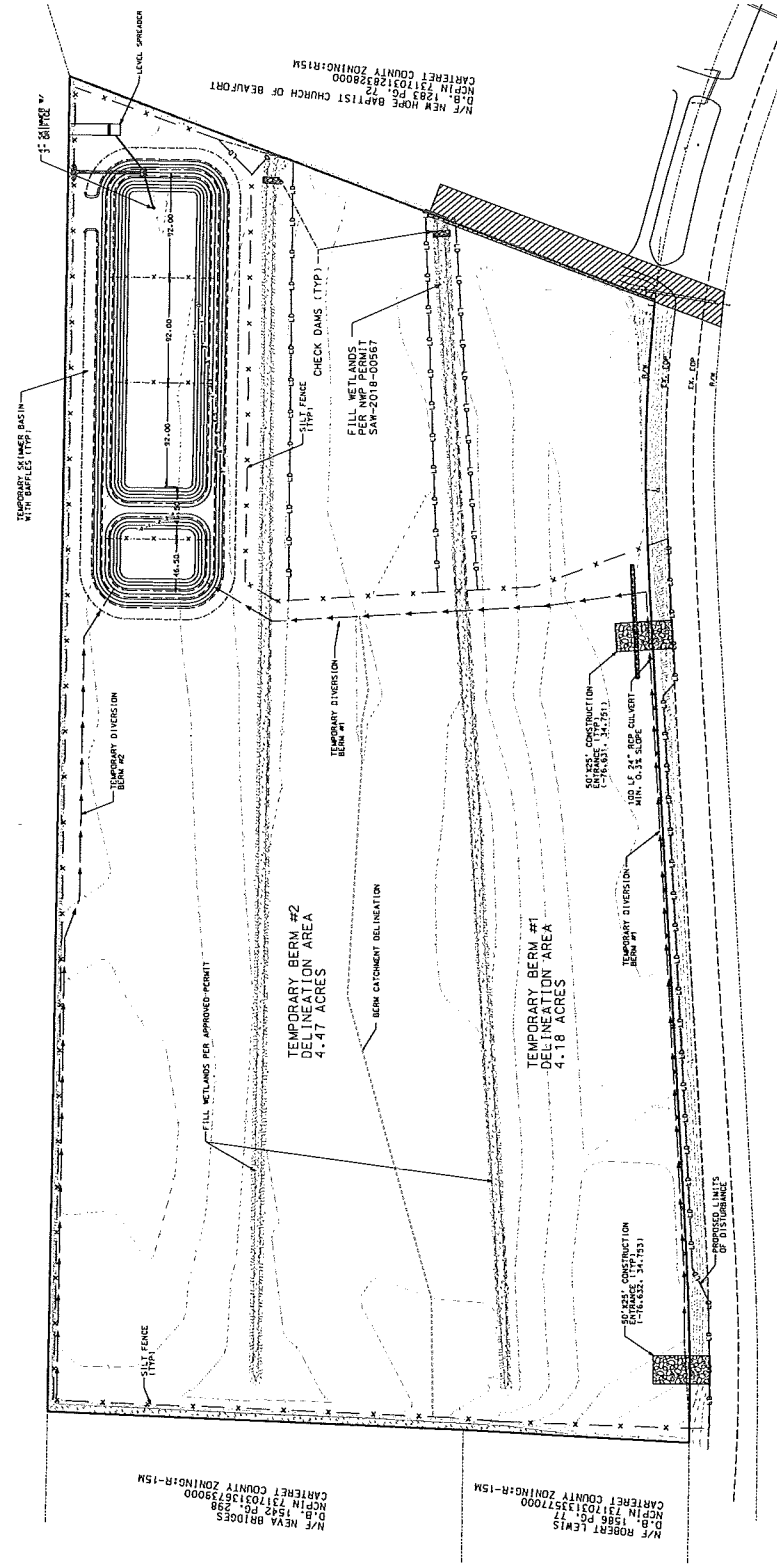
SHEET 5 OF 23
 20230516C PLT 06/06/2023
 20230516C PLT 06/06/2023



MB 33 PG 662

N/E 200 CANAL ROAD, LLC
 NCPIN 73170333482000
 CARTERET COUNTY ZONING-R-15M

NO CONCRETE WASHDOWN ALLOWED
 LAND DISTURBANCE = 11.22 AC
 ALL REQUIRED AREAS SHALL BE STABILIZED WITHIN
 7 DAYS OF BEING BROUGHT TO ROUGH FINAL GRADE
 THERE ARE 0.123 ACRES OF WETLAND
 IMPACTS PROPOSED WITH THIS PLAN



N/E NEVA BRIDGES
 NCPIN 73170313673000
 CARTERET COUNTY ZONING-R-15M

D/B ROBERT LEWIS
 NCPIN 73170313577000
 CARTERET COUNTY ZONING-R-15M

N/E NEW HOPE BAPTIST CHURCH OF BEAUFORT
 D/B NCPIN 73170312828000
 CARTERET COUNTY ZONING-R15M

LEGEND

[Symbol]	4M WETLANDS
[Symbol]	EXISTING CHANNELS
[Symbol]	PROPOSED CHANNELS
[Symbol]	TEMPORARY DIVERSION BERM
[Symbol]	PROPOSED SILT FENCE
[Symbol]	PROPOSED LIMITS OF DISTURBANCE

REVISIONS:

NO.	DATE	DESCRIPTION

EROSION CONTROL PHASE 1
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 LEURENS COURT
 NORCROSS, GA 30093
 PHONE: 678-333-6770
 CHECKED: CMC
 APPROVED: CMC
 DATE: 7/7/21
 DESIGNER: CHARLES W. COLLIPPER PE
 SCALE: 1" = 50'

CONSTRUCTION SEQUENCE - PHASE 1

INITIAL CONSTRUCTION ENTRANCES:

CONTRACTOR SHALL CONTACT NORTH CAROLINA WETLANDS OFFICE AND A PRECONSTRUCTION MEETING SHALL BE HELD WITH THE WETLANDS OFFICE AND THE WETLANDS SPECIALIST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WETLANDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WETLANDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WETLANDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WETLANDS.

EROSION CONTROL NOTES

MAINTENANCE PLAN

1. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES.
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES.



NO CONCRETE WASHDOWN ALLOWED
 LAND DISTURBANCE = 11.22 AC
 ALL DEMURRED AREAS SHALL BE STABILIZED WITHIN
 7 DAYS OF BEING BROUGHT TO ROUGH FINAL GRADE
 THE FOLLOWING ARE THE PROPOSED SIZES OF THE DRAINAGE
 STRUCTURES TO BE INSTALLED AT THE SITE:

CONSTRUCTION SEQUENCE - PHASE 2
 AS SITE COMES UP TO GRADE CONTRACTOR SHALL INSTALL RETAINING WALL PER
 MANUFACTURER REQUIREMENTS
 INSTALL UTILITY AND BEGIN BUILDING CONSTRUCTION.
 STABILIZE SITE PER CIVIL SHEET C18 - GROUND STABILIZATION DURING
 CONSTRUCTION.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 APPROVALS, PERMITS, AND CONSENTS FROM THE LOCAL, STATE, AND FEDERAL
 AGENCIES.
 STABILIZE ALL REMAINING SURFACES AND CALL FOR FINAL INSPECTION.

EROSION CONTROL NOTES

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED
 FOR STABILITY AND EFFECTIVE OPERATION FOLLOWING EACH RAINFALL
 EVENT. MEASURES SHALL BE MAINTAINED AND REPAIRED AS NECESSARY TO THE DESIGN AND
 FUNCTION OF THE MEASURES.
 2. SEDIMENT SHALL BE REMOVED FROM BEHIND THE SEDIMENT FENCING
 WHEN THE SEDIMENT IS 1/2" DEEP OR MORE. THE SEDIMENT SHALL BE
 RELOCATED TO AN AREA OF THE SITE DESIGNATED FOR THIS PURPOSE.
 3. ALL SEDIMENT AREAS SHALL BE FERTILIZED, RESEEDED AND MAINTAINED
 ACCORDING TO THE COUNTY DOCUMENTS TO ESTABLISH AND MAINTAIN
 VEGETATION.
 4. ANY AREAS STEEPER THAN 3:1 SLOPE SHALL BE PROVIDED TEMPORARY
 EROSION CONTROL MEASURES WITHIN 14 CALENDAR DAYS OF THE
 DATE OF THE EROSION CONTROL MEASURES BEING INSTALLED.
 5. ANY AREAS STEEPER THAN 3:1 SLOPE SHALL BE PROVIDED TEMPORARY
 EROSION CONTROL MEASURES WITHIN 14 CALENDAR DAYS OF THE
 DATE OF THE EROSION CONTROL MEASURES BEING INSTALLED.

NOTES

1. PERSON RESPONSIBLE FOR LAND DISTURBING ACTIVITY:
 PRUITT PROPERTIES, INC.
 1500 W. HICKORY STREET
 BEAUFORT, NC 28516
 2. GROUND ACTIVITY TO BE OBTAINED FROM A PERMITTED MINE.
 3. ANY MATERIAL REMOVED FROM THE SITE MUST BE HAULED TO
 A PERMITTED SITE.

LEGEND

-16.5' EX. CONTOURS
 -19.5' EX. CONTOURS
 8" HOPE LOCATED ROOF DRAIN(S)
 FLOW DIRECTION
 FLOW POINT
 BOTTOM OF WALL ELEVATION
 CATCH BASIN
 RIP RAP INLET MANHOLE
 TEMPORARY DIVERSION BEAM
 PROPOSED SILT FENCE
 PROPOSED LIMITS
 PROPOSED SLOPE
 INLET PROTECTION

REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		
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9		
10		

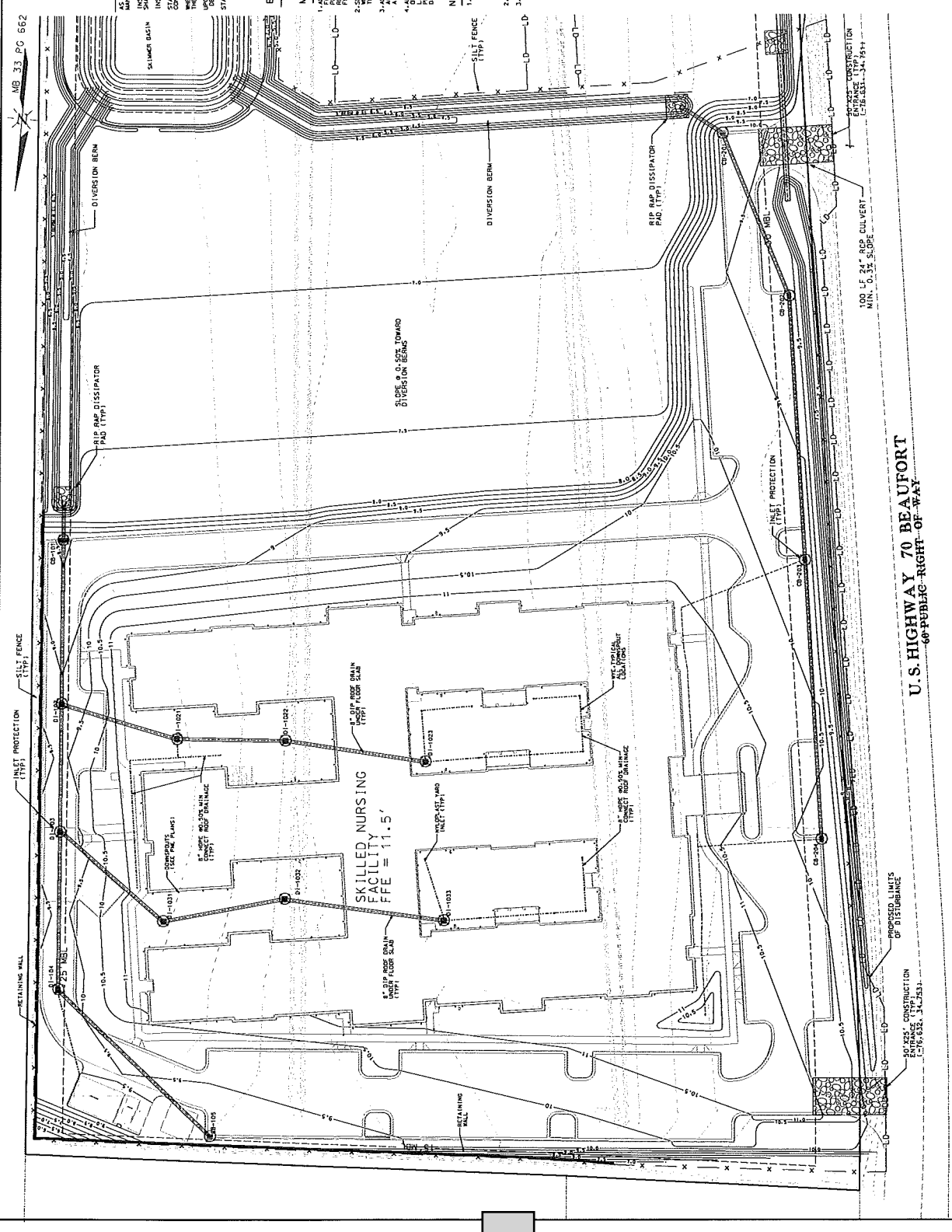
EROSION CONTROL PHASE 2

PRUITTHEALTH CRYSTAL COAST

2415 HIGHWAY 70
 BEAUFORT TWP., CATAWEE COUNTY, NORTH CAROLINA

CLIENT: PRUITT PROPERTIES, INC.
 DRAWN: CMC
 CHECKED: CMC
 PHONE: 617-533-6770

APPROVED: CMC
 DATE: 7/7/21
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. C-4485
 REGISTERED IN NORTH CAROLINA
 SCALE: 1" = 30'



MB 33 PG 662

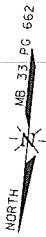
100' LE 24" RCP CULVERT
 MIN. 0.3% SLOPE

PROPOSED LIMITS
 OF DISTURBANCE

30 15 0 30 60
 SCALE: 1" = 30'

U.S. HIGHWAY 70 BEAUFORT
 60' PUBLIC RIGHT-OF-WAY

SHEET # 7 OF 23
 PROJECT # 190666-002
 DESIGNER: PRUITT PROPERTIES, INC.



LEGEND

- FWA FIRE HYDRANT
- GO CLEAN OUT
- FD FIRE DEPARTMENT CONNECTION
- TS SANITARY SEWER MANHOLE
- SSM SANITARY SEWER LINE
- WV WATER VALVE
- WM WATER METER
- EX. EXISTING (UTILITY)
- FDC FIRE DEPT. CONNECTION

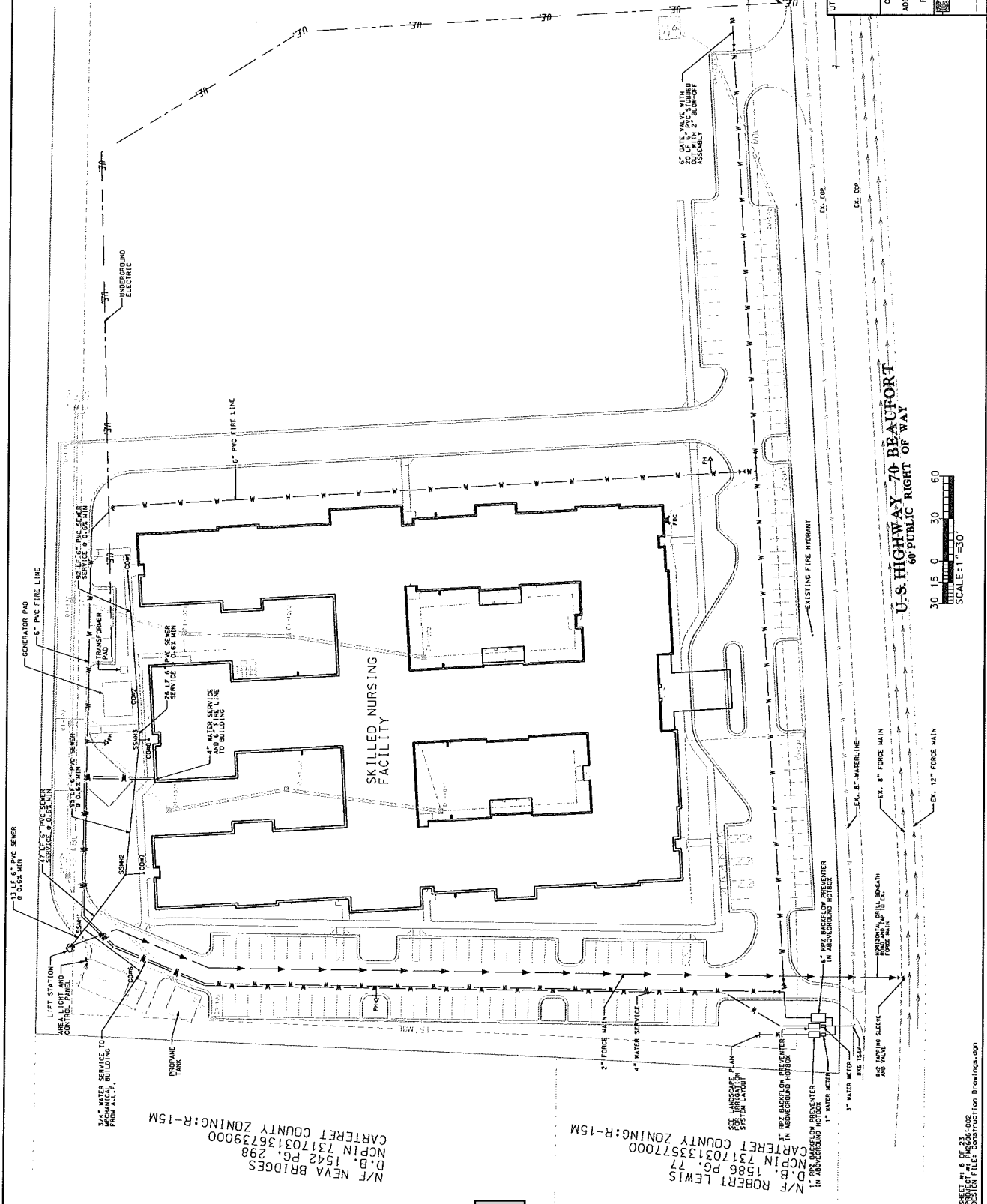
SEWER STRUCTURE INFO

STRUCTURE #	INVERT ELEV. (FT)	RIM ELEV. (FT)	PIPELENGTH (FT)	DOWNSTREAM
SSM#1	8.79	9.20	13	
SSM#2	4.32	10.90	47	
SSM#3	4.39	10.20	95	
CO1	8.50	11.00	27	
CO2	8.45	11.30	48	
CO3	5.06	11.25	1227	
CO8	5.60	11.16	637	

REVISIONS:

NO.	DATE	DESCRIPTION

PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626-JEHOENS COURT
 NICHOLSON, GA 30093
 PHONE: 678-533-6770
THE COLLIPHER GROUP P.A.
 1000 HIGHWAY 42, SUITE 200
 FARMINGTON, N.C. 28521
 LICENSE NO. C-4482
 DATE: 7/7/21
 SCALE: 1" = 30'

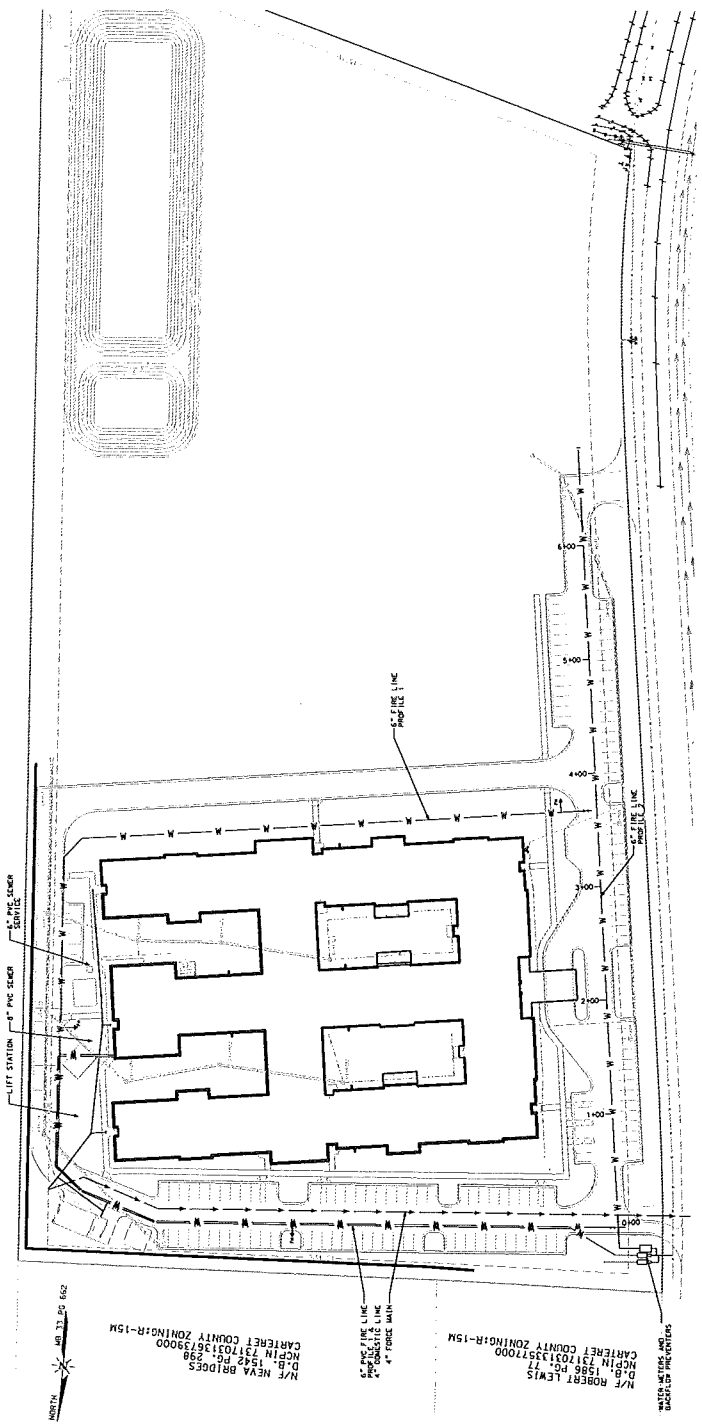


U.S. HIGHWAY 70 BEAUFORT
 60' PUBLIC RIGHT OF WAY

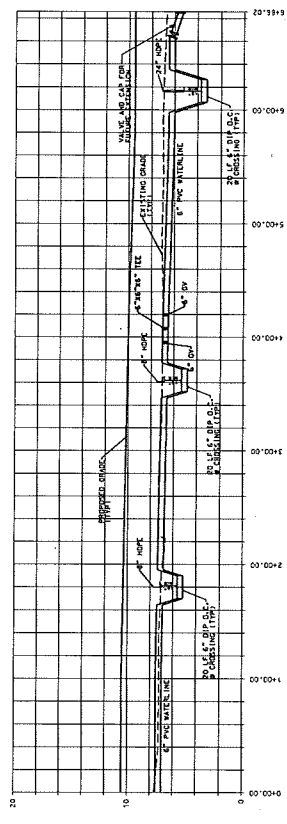
N/F NEVA BRIDGES
 D.B. 1542 PG. 298
 NCPIN 731703136739000
 CARTERET COUNTY ZONING: R-15M

N/F ROBERT LEWIS
 D.B. 1586 PG. 77
 NCPIN 731703133577000
 CARTERET COUNTY ZONING: R-15M

SHEET # 8 OF 23
 DESIGN FILE: Construction Drawings.dgn



WATERLINE 2 PLAN VIEW
SCALE: 1" = 50'



6" FIRE LINE PROFILE (WATERLINE 2)
VERTICAL SCALE: 1" = 5'

LEGEND
 --- PROPOSED WATER LINE
 --- PROPOSED SEWER
 ○ DATE VALVE
 ○ P.O.
 --- PROPOSED FORCE MAIN
 --- EXISTING FORCE MAIN
 --- EXISTING WATERLINE

REVISIONS:

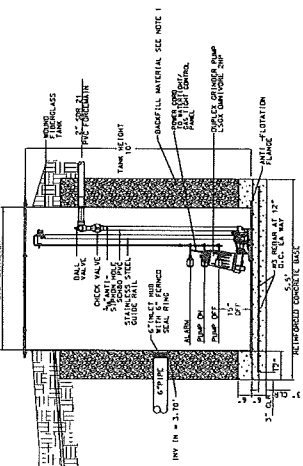
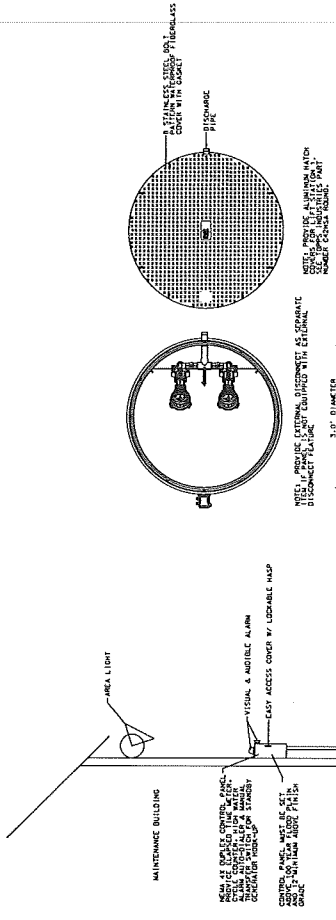
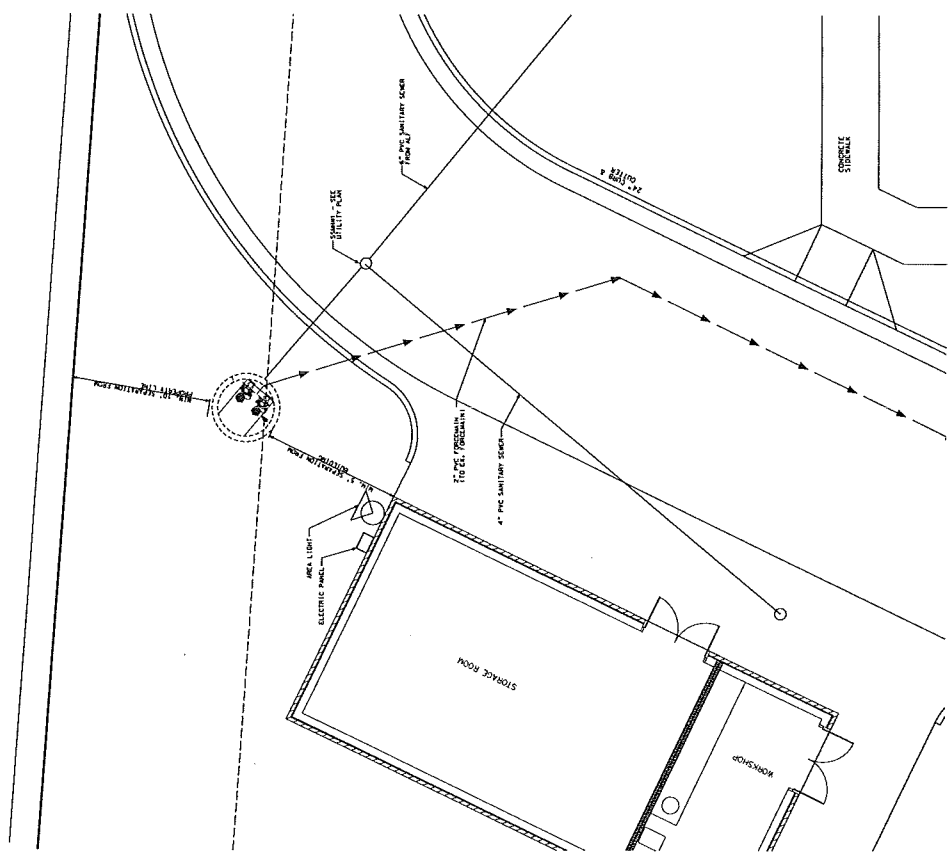
NO.	BY	DATE	DESCRIPTION

WATERLINE 2 PLAN AND PROFILE
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626-LEURGANS COURT
 NDRICROSS, GA 30093
 PHONE: 678-533-6770
 APPROVED: DMC
 DRAWN: DMC
 CHECKED: DMC
 DATE: 7/7/21
 DESIGNER: CHARLES W. COLLIPHER, P.E.
 LICENSE NO. C-4483
 SCALE: 1" = 50'

N/E NEVA BRIDGES
 D.B. NCFIN 1542 P.E. 3390
 CARTERET COUNTY ZONING-R-15M

M/R ROBERT LEWIS
 D.B. NCFIN 1505 P.E. 77
 CARTERET COUNTY ZONING-R-15M

NORTH
MB 33 PG 662



NOTES:
1. BACKFILL MATERIALS
A. 18\"/>

LIFT STATION #	TOP	BOTTOM	INVERT IN	PUMP OFF	ALARM	PUMP ON	LAC ON
1	9.35	-0.75	3.75	0.38	2.08	3.38	3.88

LIBERTY PUMPS DUPLEX
GRINDER PACKAGE
(OR APPROVED EQUAL)

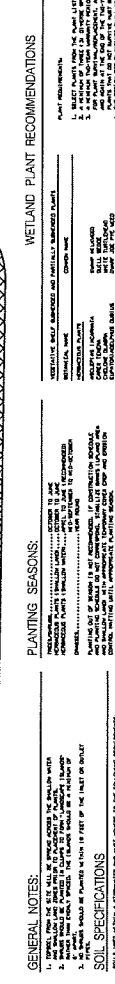
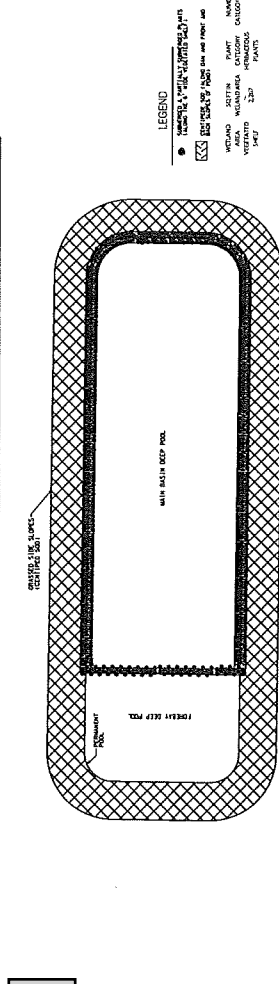
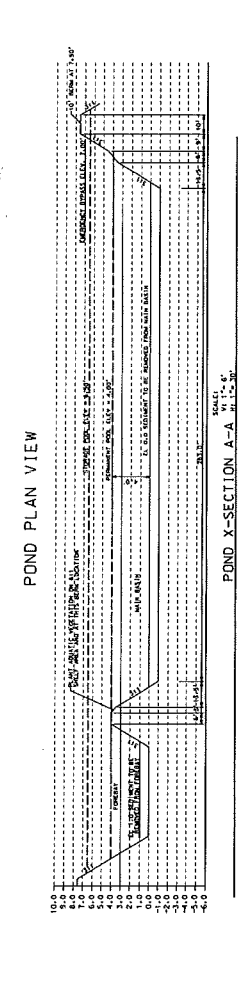
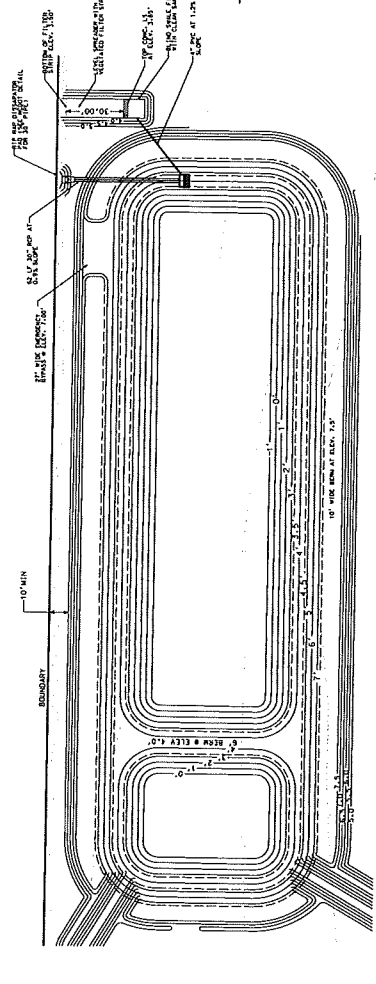
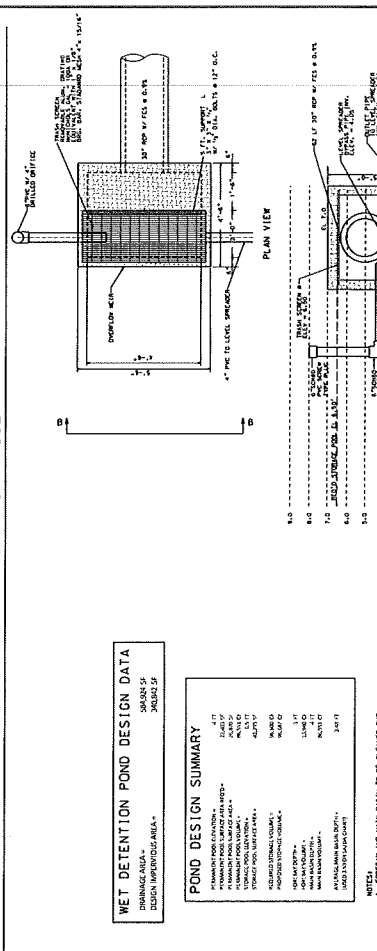
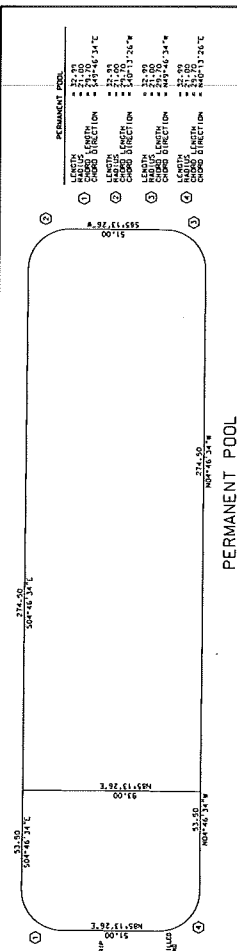
REVISIONS:

NO.	DATE	DESCRIPTION

LIFT STATION DETAILS
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 ADDRESS: 1626 JEFFERSONS COURT
 NORCROSS, GA 30093
 PHONE: 678-533-6770
THE CULLIPHER GROUP, P.A.
 1000 W. WASHINGTON ST.
 SUITE 200
 ASHEBORO, N.C. 28402
 LICENSE NO. C-4483
 DATE: 7/7/21
 SCALE: 1" = 5'
CHARLES W. CULLIPHER P.E.



SHEET #11 OF 23
 DESIGN FILE: CONSTRUCTION Drawings.dgn



REVISIONS:

NO.	DATE	DESCRIPTION

STORMWATER POND DETAIL
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CANTERLET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC.
 DESIGNER: OMC
 DRAWN: OMC
 ADDRESS: 1626 LEURGANS COURT
 MORGANSVILLE, VA 22953
 PHONE: 618-533-6770
 CHECKED: OMC
 APPROVED: OMC
 DATE: 7/1/21
 LICENSE NO. C-4488
 2201723000
 CHARLES M. COLLIPPER, P.E.
 SCALE: 1" = 30'

WETLAND PLANT RECOMMENDATIONS

PLANTING SEASONS:

GENERAL NOTES:

- GENERAL NOTES: THE CLIENT HAS PROVIDED THE NEAREST WATER MAIN AND SANITARY MAINS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THESE UTILITIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING SURFACE GRADE AND TOPOGRAPHY OF THE SITE TO THE MAXIMUM EXTENT POSSIBLE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION AND TREES TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING SOIL PROFILES AND STRUCTURE OF THE SOILS TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE PATTERNS AND CHANNELS TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING EROSION CONTROL MEASURES TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING FLOOD CONTROL MEASURES TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND CHARACTERISTICS TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT COMMUNITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT SPECIES TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT DIVERSITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT ABUNDANCE TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT DISTRIBUTION TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT FUNCTION TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT RESILIENCE TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT ADAPTABILITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT PRODUCTIVITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT SUSTAINABILITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT RESILIENCE TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT ADAPTABILITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT PRODUCTIVITY TO REMAIN ON THE SITE.
- THE CONTRACTOR SHALL MAINTAIN THE EXISTING WETLAND PLANT SUSTAINABILITY TO REMAIN ON THE SITE.

SOIL SPECIFICATIONS:

PLANTING SPECIFICATIONS:

WETLAND PLANT RECOMMENDATIONS:

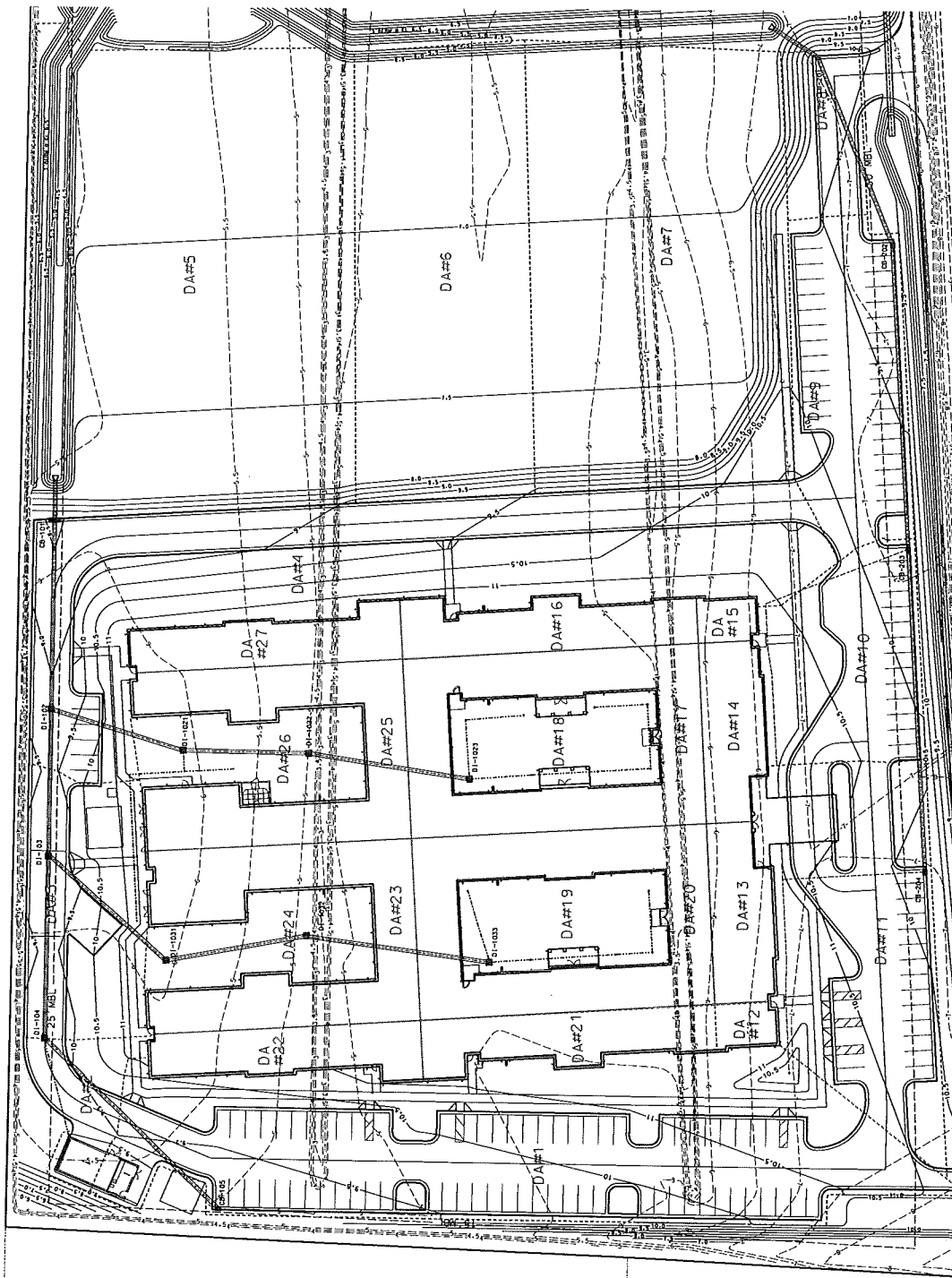
PLANTING PLAN

30 15 0 30 60
 SCALE: 1" = 30'

SHEET # 12 OF 23
 DESIGN FILE: Construction Drawings.dgn

TYPICAL FIRE HYDRANT ASSEMBLY

NOTES: 1. THE VERTICAL EXTENSION AS SHOWN IS TO BE MAINTAINED TO ALLOW FOR THE PROPER OPERATION OF THE FIRE HYDRANT. 2. THE FIRE HYDRANT SHALL BE INSTALLED IN A CONCRETE PAD AS SHOWN. 3. THE CONCRETE PAD SHALL BE 24" THICK AND 36" DIA. 4. THE CONCRETE PAD SHALL BE REINFORCED WITH 4 #4 BARS. 5. THE CONCRETE PAD SHALL BE FINISHED WITH A CURB AND GUTTER. 6. THE CONCRETE PAD SHALL BE SET IN A 6" SAND BED. 7. THE CONCRETE PAD SHALL BE SET IN A 12" GRAVEL BED. 8. THE CONCRETE PAD SHALL BE SET IN A 24" SAND BED. 9. THE CONCRETE PAD SHALL BE SET IN A 48" GRAVEL BED. 10. THE CONCRETE PAD SHALL BE SET IN A 96" SAND BED. 11. THE CONCRETE PAD SHALL BE SET IN A 192" GRAVEL BED. 12. THE CONCRETE PAD SHALL BE SET IN A 384" SAND BED. 13. THE CONCRETE PAD SHALL BE SET IN A 768" GRAVEL BED. 14. THE CONCRETE PAD SHALL BE SET IN A 1536" SAND BED. 15. THE CONCRETE PAD SHALL BE SET IN A 3072" GRAVEL BED. 16. THE CONCRETE PAD SHALL BE SET IN A 6144" SAND BED. 17. THE CONCRETE PAD SHALL BE SET IN A 12288" GRAVEL BED. 18. THE CONCRETE PAD SHALL BE SET IN A 24576" SAND BED. 19. THE CONCRETE PAD SHALL BE SET IN A 49152" GRAVEL BED. 20. THE CONCRETE PAD SHALL BE SET IN A 98304" SAND BED. 21. THE CONCRETE PAD SHALL BE SET IN A 196608" GRAVEL BED. 22. THE CONCRETE PAD SHALL BE SET IN A 393216" SAND BED. 23. THE CONCRETE PAD SHALL BE SET IN A 786432" GRAVEL BED. 24. THE CONCRETE PAD SHALL BE SET IN A 1572864" SAND BED. 25. THE CONCRETE PAD SHALL BE SET IN A 3145728" GRAVEL BED. 26. THE CONCRETE PAD SHALL BE SET IN A 6291456" SAND BED. 27. THE CONCRETE PAD SHALL BE SET IN A 12582912" GRAVEL BED. 28. THE CONCRETE PAD SHALL BE SET IN A 25165824" SAND BED. 29. THE CONCRETE PAD SHALL BE SET IN A 50331648" GRAVEL BED. 30. THE CONCRETE PAD SHALL BE SET IN A 100663296" SAND BED. 31. THE CONCRETE PAD SHALL BE SET IN A 201326592" GRAVEL BED. 32. THE CONCRETE PAD SHALL BE SET IN A 402653184" SAND BED. 33. THE CONCRETE PAD SHALL BE SET IN A 805306368" GRAVEL BED. 34. THE CONCRETE PAD SHALL BE SET IN A 1610612736" SAND BED. 35. THE CONCRETE PAD SHALL BE SET IN A 3221225472" GRAVEL BED. 36. THE CONCRETE PAD SHALL BE SET IN A 6442450944" SAND BED. 37. THE CONCRETE PAD SHALL BE SET IN A 12884901888" GRAVEL BED. 38. THE CONCRETE PAD SHALL BE SET IN A 25769803776" SAND BED. 39. THE CONCRETE PAD SHALL BE SET IN A 51539607552" GRAVEL BED. 40. THE CONCRETE PAD SHALL BE SET IN A 103079215104" SAND BED. 41. THE CONCRETE PAD SHALL BE SET IN A 206158430208" GRAVEL BED. 42. THE CONCRETE PAD SHALL BE SET IN A 412316860416" SAND BED. 43. THE CONCRETE PAD SHALL BE SET IN A 824633720832" GRAVEL BED. 44. THE CONCRETE PAD SHALL BE SET IN A 1649267441664" SAND BED. 45. THE CONCRETE PAD SHALL BE SET IN A 3298534883328" GRAVEL BED. 46. THE CONCRETE PAD SHALL BE SET IN A 6597069766656" SAND BED. 47. THE CONCRETE PAD SHALL BE SET IN A 13194139533312" GRAVEL BED. 48. THE CONCRETE PAD SHALL BE SET IN A 26388279066624" SAND BED. 49. THE CONCRETE PAD SHALL BE SET IN A 52776558133248" GRAVEL BED. 50. THE CONCRETE PAD SHALL BE SET IN A 105553116266496" SAND BED. 51. THE CONCRETE PAD SHALL BE SET IN A 211106232532992" GRAVEL BED. 52. THE CONCRETE PAD SHALL BE SET IN A 422212465065984" SAND BED. 53. THE CONCRETE PAD SHALL BE SET IN A 844424930131968" GRAVEL BED. 54. THE CONCRETE PAD SHALL BE SET IN A 1688849860263936" SAND BED. 55. THE CONCRETE PAD SHALL BE SET IN A 3377699720527872" GRAVEL BED. 56. THE CONCRETE PAD SHALL BE SET IN A 6755399441055744" SAND BED. 57. THE CONCRETE PAD SHALL BE SET IN A 13510798882111488" GRAVEL BED. 58. THE CONCRETE PAD SHALL BE SET IN A 27021597764222976" SAND BED. 59. THE CONCRETE PAD SHALL BE SET IN A 54043195528445952" GRAVEL BED. 60. THE CONCRETE PAD SHALL BE SET IN A 108086391056891840" SAND BED. 61. THE CONCRETE PAD SHALL BE SET IN A 216172782113783680" GRAVEL BED. 62. 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THE CONCRETE PAD SHALL BE SET IN A 510423515526910189624547414399507200000000000000000000000000000000000000" SAND BED. 133. THE CONCRETE PAD SHALL BE SET IN A 1020847031053820379248908828879904000000000000000000000000000000000000000" GRAVEL BED. 134. THE CONCRETE PAD SHALL BE SET IN A 20416940621076407584978176779908800" SAND BED. 135. THE CONCRETE PAD SHALL BE SET IN A 40833881242152815169956353559817600" GRAVEL BED. 136. THE CONCRETE PAD SHALL BE SET IN A 81667762484305630339912707119635200" SAND BED. 137. THE CONCRETE PAD SHALL BE SET IN A 163335524968611260679825414239264000" GRAVEL BED. 138. THE CONCRETE PAD SHALL BE SET IN A 326671049937222521359650828478528000" SAND BED. 139. THE CONCRETE PAD SHALL BE SET IN A 653342099874445042719301656957056000" GRAVEL BED. 140. THE CONCRETE PAD SHALL BE SET IN A 13066841997488908954386031139411200" SAND BED. 141. THE CONCRETE PAD SHALL BE SET IN A 26133683994977817908772062278822400" GRAVEL BED. 142. THE CONCRETE PAD SHALL BE SET IN A 52267367989955635817544125557644800" SAND BED. 143. THE CONCRETE PAD SHALL BE SET IN A 104534735979911271635088251115189600" GRAVEL BED. 144. THE CONCRETE PAD SHALL BE SET IN A 209069471959822543270176502230379200" SAND BED. 145. THE CONCRETE PAD SHALL BE SET IN A 418138943919645086540353004460744000" GRAVEL BED. 146. THE CONCRETE PAD SHALL BE SET IN A 836277887839290173080706008921488000" SAND BED. 147. THE CONCRETE PAD SHALL BE SET IN A 16725557756784003461601320176296000" GRAVEL BED. 148. THE CONCRETE PAD SHALL BE SET IN A 33451115513568006923202640352592000" SAND BED. 149. THE CONCRETE PAD SHALL BE SET IN A 66902231027136013846405280705184000" GRAVEL BED. 150. THE CONCRETE PAD SHALL BE SET IN A 1338044620542720276928105614036800" SAND BED. 151. THE CONCRETE PAD SHALL BE SET IN A 2676089241085440553856211228073600" GRAVEL BED. 152. THE CONCRETE PAD SHALL BE SET IN A 5352178482170880107171242561542400" SAND BED. 153. 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LEGEND

- POND/STORM DETENTION
- 8" HOPE TITE ROOF DRAINS
- STORM PIPE

REVISIONS:

NO.	DATE	DESCRIPTION

PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC. (REGISTERED)
 ADDRESS: 1626 JEUDRENS COURT
 NORCROSS, GA 30093
 PHONE: 678-531-6770
THE COLLIPHER GROUP, P.A.
 2314 HIGHWAY 70, SUITE 200
 BEAUFORT, NC 28520
 LICENSE NO. C-4482
CHARLES M. COLLIPHER, P.E.

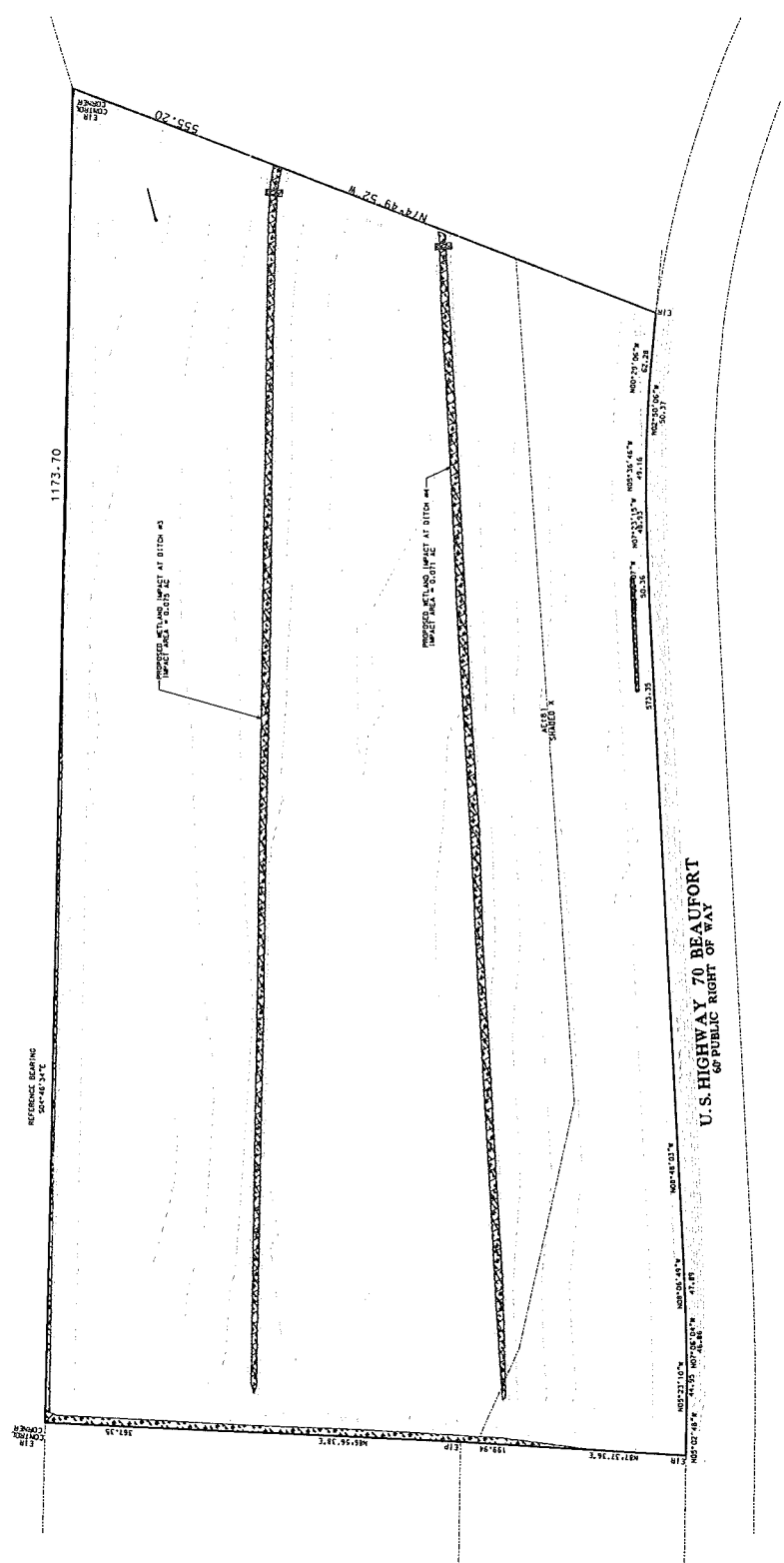
U.S. HIGHWAY 70 BEAUFORT
60' PUBLIC RIGHT OF WAY



N/F NEVA BRIDGES
 D.B. 1542 PG. 298
 NCPIN 731703136739000
 CARTERET COUNTY ZONING: R-15M

N/F ROBERT LEWIS
 D.B. 1586 PG. 77
 NCPIN 731703133577000
 CARTERET COUNTY ZONING: R-15M

PROJECT # 15-066-1002
 DESIGN FILE: Construction Drawings.cpl



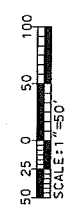
PROPOSED WETLAND IMPACT TABLE
 DITCH 24 IMPACT AREA = 0.07 AC
 TOTAL PROPOSED IMPACTS = 0.146 AC

LEGEND
 [Symbol] EXISTING WETLANDS
 [Symbol] PROPOSED WETLAND IMPACTS
 - - - - - EXISTING CONTOURS

REVISIONS:

NO.	DATE	DESCRIPTION

NETLAND IMPACT MAP
PRUITTHEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 DESIGNED: CMC
 CLIENT: PRUITT PROPERTIES, INC.
 DRAWN: CMC
 ADDRESS: 1626 JEFFERSON COURT
 NURDROSS, GA 30953
 PHONE: 678-533-6770
 CHECKED: CMC
 [Logo] THE CULLIPHER GROUP, P.A.
 PROFESSIONAL ENGINEERING & SURVEYING SERVICES
 1000 W. WILSON STREET, SUITE 200
 WILSON, N.C. 27157
 LICENSE NO. C-4402
 DATE: 7/7/21
 SCALE: 1" = 50'



SHEET # 17 OF 23
 DESIGN FILE: Construction Drawings

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT
 Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling Permit (Sections E and F, respectively). The NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the permit conditions and specifications. The permittee may not apply depending on site conditions and the designated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Site Area Description	Required Ground Stabilization Timeframes	Timeframes
(a) Perimeter dikes, swales, ditches, and perimeter slopes	Stabilize within this many calendar days after ceasing land disturbance	7
(b) High Quality Water (HQW) Zones		7
(c) Slopes steeper than 3:1		7
(d) Slopes 3:1 to 4:1		14
(e) Areas with slopes flatter than 4:1		14

NOTE: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable and resistant to erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION
 Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below.

Temporary Stabilization	Permanent Stabilization
<ul style="list-style-type: none"> Temporary grass seed covered with straw or other mulches and tacklers Hydroseeding Reeled erosion control products with or without temporary grass seed Appropriately applied straw or other mulch Plastic sheeting 	<ul style="list-style-type: none"> Permanent grass seed covered with straw or other mulches and tacklers Hydroseeding with permanent soil reinforcement matting Shrubs or other permanent plantings covered with mulch Uniform and evenly distributed ground cover Structural methods such as concrete, asphalt or retaining walls Reeled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS
 1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
 2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
 3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
 4. Provide ponding area for containment of treated stormwater before ditching.
 5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

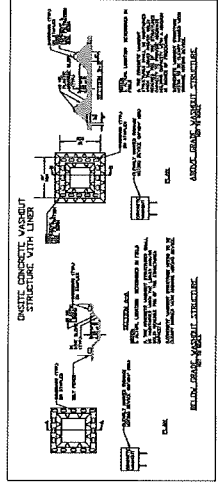
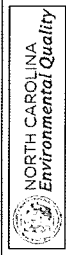
EQUIPMENT AND VEHICLE MAINTENANCE
 1. Maintain vehicles and equipment to prevent discharge of fluids.
 2. Provide drip pans under any stored equipment.
 3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
 4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
 5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
 6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE
 1. Never bury or burn waste. Place litter and debris in approved waste containers.
 2. Provide a sufficient number and size of waste containers (e.g. dumpster, trash receptacle) on site to contain construction and domestic wastes.
 3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
 4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
 5. Cover waste containers at the end of each workday and before storm events or other weather conditions that may cause spillage or damage to waste containers.
 6. Anchor all lightweight litter to prevent wind-blown litter from blowing into or over containers.
 7. Empty waste containers as needed to prevent overflow.
 8. Dispose waste off-site at an approved disposal facility.
 9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE
 1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
 2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
 3. Contain liquid wastes in a controlled area.
 4. Contain liquid wastes in a controlled area.
 5. Prevent the discharge of soap, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS
 1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
 2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
 3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT
 1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet from streams, wetlands, sediment basins, perimeter sediment controls and surface waters unless it can be shown to other alternatives are reasonably available.
 2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
 3. Provide stable stone access point when feasible.
 4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS
 1. Do not discharge concrete or cement slurry from the site.
 2. Dispose of or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
 3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
 4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for approval. Washouts should be installed on the details. Use one of the two types of temporary concrete washouts provided on this detail.
 5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
 6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection or storm drain inlet(s) closest to the washout which could receive or overflow into an easily accessible area, on level ground and install a slope entrance pad in front of the washout. Additional controls may be required by the approving authority.
 7. Install a sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
 8. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary components, follow the manufacturer's instructions.
 9. At the end of each day, remove any remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES
 1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
 2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
 3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
 4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE
 1. Create designated hazardous waste collection areas on-site.
 2. Place hazardous waste containers under cover or in secondary containment.
 3. Do not store hazardous, chemicals, drums or bagged materials directly on the ground.

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING EFFECTIVE: 04/01/19

GROUND STABILIZATION
PRUITT HEALTH CRYSTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA
 CLIENT: PRUITT PROPERTIES, INC
 DESIGNED: CMC
 DRAWN: CMC
 ADDRESS: 1626 JEFFERSON COURT
 NOKROSS, GA 30093
 CHECKED: CMC
 PHONE: 678-533-6770
 APPROVED: CMC
 DATE: 7/7/21
THE CULLIPPER GROUP, P.A.
 1000 W. HARRIS STREET, N.C. 28827
 REGISTERED PROFESSIONAL ENGINEER NO. C-4482
CHARLES W. CULLIPPER, P.E.
 SCALE: 1" = 50'

REVISIONS:

NO.	DATE	DESCRIPTION

SELF-INSPECTION, RECORDKEEPING, AND REPORTING

PRUITTHEALTH CRISTAL COAST
 2415 HIGHWAY 70
 BEAUFORT TWP., CATELET COUNTY, NORTH CAROLINA

CLIENT: PRUITT PROPERTIES, INC
 DESIGNER: CMC

ADDRESS: 1626 JEFFERSONS COURT
 NORCROSS, GA 30093
 DRAWN: CMC

PHONE: 678-933-6770
 CHECKED: CMC

THE COLLIER GROUP, P.A.
 1000 W. HIGHWAY 70, SUITE 200
 BEAUFORT, N.C. 28527
 APPROVED: CMC
 DATE: 7/7/21

SCALE: 1" = 50'

CHARLES M. COLLIER, P.E.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION C: REPORTING

1. Occurrences that must be reported

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:

- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(c) Release of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 116.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 149-215.95.

(d) Anticipated bypasses and unanticipated bypasses.

(e) Non-compliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the reporting procedures outside normal business hours. Reporting outside normal business hours also be reported to the Division's Emergency Response Personnel at (800) 662-7956; (800) 858-0368 or (919) 733-3300.

Reporting Timeframes (After Discovery) and Other Requirements:

- **Within 2 calendar days:** A report that contains a description of the sediment and stream; taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a day-by-day basis.
- **Within 7 calendar days:** The permittee shall be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the permit conditions and/or to prevent further sedimentation.
- **Within 30 calendar days:** A report that includes an evaluation of the probable location of the spill or release.
- **A report or letter sent days before the date of the bypass, if feasible:** The report shall include an evaluation of the anticipated quality and effect of the bypass.
- **Within 24 hours:** An oral or electronic notification.
- **Within 7 calendar days:** A report that includes an evaluation of the non-compliance, and its causes; the period of non-compliance, including start dates and times, and if the non-compliance has not continued, and steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance; (40 CFR 122.41(i)(6)).
- Division staff may waive the requirement for a written report on a case-by-case basis.

(b) Oil spills and hazardous substances per item (a) above.

(c) Anticipated bypasses (40 CFR 122.41(i)(3)).

(d) Unanticipated bypasses (40 CFR 122.41(i)(3)).

(e) Non-compliance (40 CFR 122.41(i)(6)).

with the condition that the permittee shall report the non-compliance to the appropriate environmental (40 CFR 122.43(i)(7)).

SECTION B: RECORDKEEPING

1. EESC Plan Documentation

The approved EESC plan as well as any approved deviation shall be kept on the site. The approved EESC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the EESC plan shall be documented in the manner described:

Item to Document	Documentation Requirements
(a) Each EESC Measure has been inspected and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved EESC Plan. This documentation is required upon the initial inspection and if the EESC Measures are modified after initial inspection.	Initial and date a copy of the approved EESC Plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(b) A Phase of grading has been completed.	Initial and date a copy of the approved EESC Plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(c) Ground cover's located and installed in accordance with the approved EESC Plan.	Complete, date and sign an inspection report.
(d) The maintenance and repair requirements for all EESC Measures have been performed.	Initial and date a copy of the approved EESC Plan or complete, date and sign an inspection report to indicate completion of the corrective action.

2. Additional Documentation

In addition to the EESC Plan documents above, the following items shall be kept on the site and available for agency inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This general permit as well as the certificate of coverage, after it is received.

(b) Records of inspections made during the previous 30 days. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

(c) All data used to complete the Notice of Intent and other inspection records shall be maintained for a period of three years after project completion and made available upon request. (40 CFR 122.41)

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION A: SELF-INSPECTION

Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below.

Inspection	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in working order	Daily	If no daily rain gauge observations are made during wetting of the site, the permittee shall maintain a log of the rain gauge. Record the cumulative rain requirement for that site. If the cumulative rain requirement is met, the permittee may not be required to inspect. The permittee may not be required to inspect if the cumulative rain requirement is met.
(2) EESC Measures	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures. 7. Date and time of the inspection. 8. Name of the person performing the inspection. 9. Hours of the job site performing the inspection. 10. Location of whether the measures were operating. 11. Description of the measures. 12. Description of maintenance needed for the measures.
(3) Stormwater discharge (5000) or greater	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.
(4) Connector at site	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.
(5) Stream or wetland site	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.
(6) Groundwater	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.

NOTE: The rain inspection meets the required 7 calendar day inspection requirement.

SECTION C: REPORTING

1. Occurrences that must be reported

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(b) Oil spills if:

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- They are less than 25 gallons but cannot be cleaned up within 24 hours,
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- They are within 100 feet of surface waters (regardless of volume).

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(d) Anticipated bypasses and unanticipated bypasses.

(e) Non-compliance with the conditions of this permit that may endanger health or the environment.

2. Reporting Timeframes and Other Requirements

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the reporting procedures outside normal business hours. Reporting outside normal business hours also be reported to the Division's Emergency Response Personnel at (800) 662-7956; (800) 858-0368 or (919) 733-3300.

Reporting Timeframes (After Discovery) and Other Requirements:

- **Within 2 calendar days:** A report that contains a description of the sediment and stream; taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a day-by-day basis.
- **Within 7 calendar days:** The permittee shall be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the permit conditions and/or to prevent further sedimentation.
- **Within 30 calendar days:** A report that includes an evaluation of the probable location of the spill or release.
- **A report or letter sent days before the date of the bypass, if feasible:** The report shall include an evaluation of the anticipated quality and effect of the bypass.
- **Within 24 hours:** An oral or electronic notification.
- **Within 7 calendar days:** A report that includes an evaluation of the non-compliance, and its causes; the period of non-compliance, including start dates and times, and if the non-compliance has not continued, and steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance; (40 CFR 122.41(i)(6)).
- Division staff may waive the requirement for a written report on a case-by-case basis.

(b) Oil spills and hazardous substances per item (a) above.

(c) Anticipated bypasses (40 CFR 122.41(i)(3)).

(d) Unanticipated bypasses (40 CFR 122.41(i)(3)).

(e) Non-compliance (40 CFR 122.41(i)(6)).

with the condition that the permittee shall report the non-compliance to the appropriate environmental (40 CFR 122.43(i)(7)).

SECTION B: RECORDKEEPING

1. EESC Plan Documentation

The approved EESC plan as well as any approved deviation shall be kept on the site. The approved EESC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the EESC plan shall be documented in the manner described:

Item to Document	Documentation Requirements
(a) Each EESC Measure has been inspected and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved EESC Plan. This documentation is required upon the initial inspection and if the EESC Measures are modified after initial inspection.	Initial and date a copy of the approved EESC Plan or complete, date and sign an inspection report to indicate completion of the construction phase.
(b) A Phase of grading has been completed.	Initial and date a copy of the approved EESC Plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications.
(c) Ground cover's located and installed in accordance with the approved EESC Plan.	Complete, date and sign an inspection report.
(d) The maintenance and repair requirements for all EESC Measures have been performed.	Initial and date a copy of the approved EESC Plan or complete, date and sign an inspection report to indicate completion of the corrective action.

2. Additional Documentation

In addition to the EESC Plan documents above, the following items shall be kept on the site and available for agency inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This general permit as well as the certificate of coverage, after it is received.

(b) Records of inspections made during the previous 30 days. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

(c) All data used to complete the Notice of Intent and other inspection records shall be maintained for a period of three years after project completion and made available upon request. (40 CFR 122.41)

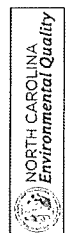
SECTION A: SELF-INSPECTION

Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below. Inspections are required during normal business hours in accordance with the table below.

Inspection	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in working order	Daily	If no daily rain gauge observations are made during wetting of the site, the permittee shall maintain a log of the rain gauge. Record the cumulative rain requirement for that site. If the cumulative rain requirement is met, the permittee may not be required to inspect. The permittee may not be required to inspect if the cumulative rain requirement is met.
(2) EESC Measures	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures. 7. Date and time of the inspection. 8. Name of the person performing the inspection. 9. Hours of the job site performing the inspection. 10. Location of whether the measures were operating. 11. Description of the measures. 12. Description of maintenance needed for the measures.
(3) Stormwater discharge (5000) or greater	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.
(4) Connector at site	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.
(5) Stream or wetland site	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.
(6) Groundwater	At least once per 7 calendar days and within 24 hours	1. Date and time of the inspection. 2. Name of the person performing the inspection. 3. Hours of the job site performing the inspection. 4. Location of whether the measures were operating. 5. Description of the measures. 6. Description of maintenance needed for the measures.

NOTE: The rain inspection meets the required 7 calendar day inspection requirement.

NGG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING EFFECTIVE: 04/01/19





TOWN OF Beaufort
Public Services Department
701 Front Street, Beaufort, NC 2816
P.O. Box 390, Beaufort, NC 28516
Phone: 252-728-2141

WASTEWATER ALLOCATION REQUEST

The Town of Beaufort, in an effort to manage and maintain the sewer and water capacity for the Town, requires that this application be completed and submitted to the Town for consideration of a utility allocation. Review fee is due upon submittal of request.

Wastewater Allocation Request Review Fee: \$50

SITE INFORMATION

Name of Project: PruittHealth Crystal Coast Acreage of Property: 13.43
County Tag Number: N/A NC PIN: 731703137013000
Address/Location: 2415 Highway 70 Beaufort, NC 28516

Zoning District: RM20
Location Status: Town Limits Existing Out-of-Town Service Area
 Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: Carteret Healthcare Properties, Inc.
Mailing Address: 1626 Jeurgens Court Norcross, GA 30093
Phone Number: 678-533-6770 Fax: _____
Contact Person: Nicole Frazier, Senior Vice President Community Improvements
Email Address: nfrazier@pruitthealth.com

PROPERTY OWNER INFORMATION

Name: Carteret Healthcare Properties, Inc.
Mailing Address: 1626 Jeurgens Court Norcross, GA 30093
Phone Number: 678-533-6770 Fax: _____
Email Address: nfrazier@pruitthealth.com

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change Use Type: Residential Commercial

Proposed Use(s): Skilled Nursing Facility Existing Use(s): _____

Developer Name: Carteret Healthcare Properties, Inc.

Mailing Address: 1626 Jeurgens Court Norcross, GA 30093

Phone Number: 678-533-6770 Fax Number: _____

Email Address: nfrazier@pruitthealth.com

ALLOCATION REQUEST (See instructions on page 3 regarding use of Professional Engineer)

- The following supplemental information is required:
- Complete development proposal for Priority Levels 1, 2 or 3 allocation request
 - Preliminary plan or sketch plan for Priority Level 4 allocation request meeting requirements for site plans as established on the Town's Building Permit Application or as described for sketch plans by the Town's Subdivision Ordinance
 - If a phasing schedule is proposed, include as an attachment

Residential:

Gross Acreage: _____

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units			
Total			

Multi-Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units			
Total			

Non-Residential: (Design Flow Guideline provided as Appendix A)*
 *If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.

Gross Acreage: 13.43

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Nursing, rest homes with laundry facilities	gpd/bed	104	120	12,480
Total				12,480

TOTAL REQUESTED GALLONS PER DAY: 12,480

APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town of Beaufort to approve the subject Wastewater Allocation. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Beaufort, North Carolina, and will not be returned.

Neil L. Pruitt, Jr.
Print Name

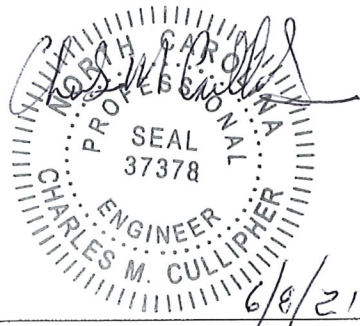
[Handwritten Signature]
Signature of Applicant

5/20/21
Date

ENGINEER'S CERTIFICATION

The allocation request data provided on page 2 of this form shall be provided by a Professional Engineer for all requests except single lot residential infill requests and commercial requests equal to or less than 360 gallons per day. The certification statement below shall be completed by the Professional Engineer providing the data.

I, Charles M. Cullipher, PE hereby attest that the total requested allocation and the values used to derive the total are to the best of my knowledge, accurate and complete having been prepared in accordance with the instructions of this form while also adhering to applicable State laws, regulations, and rules, concerning the determination of design daily wastewater flows from facilities served by public wastewater collection and treatment systems.



Signed and Dated Professional Engineer Seal

The Cullipher Group, PA
Firm Name

151A NC HWY 24 Morehead City, NC 28557
Address

252-773-0090
Telephone No.

chase@tcgpa.com
Email Address

TOWN OF BEAUFORT OFFICE USE ONLY:

Approved by: Town Engineer
 Board of Comissioners

Allocation approved: _____ gallons per day

Date of Approval: _____

Confirmation signature by:

Town Manager

APPENDIX A: DESIGN FLOW RATES

The following table from the North Carolina Administrative Code 02T.0114 shall be used to determine the minimum allowable design daily flow of wastewater facilities. Alternatively, the Town in its sole and absolute discretion may calculate the customer's initial average daily wastewater flow based on data from the customer's operations (or from similarly situated customers) with a comparable sanitary sewer system, where such data are available and reasonably current.

Establishment Type	Daily Flow Rate
Barber and Beauty Shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, Offices and Factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses with showers or food preparation	35 gal/employee/shift
Warehouse	100 gal/loading bay
Warehouse – self storage (not including caretaker residence)	1 gal/unit
Churches	
Churches without kitchens, day care or camps	3 gal/seat
Churches with kitchen	5 gal/seat
Churches providing day care or camps	25 gal/person (child & employee)
Fire, Rescue and Emergency Response	
Fire or rescue stations without on-site staff	25 gal/person
Fire or rescue stations with on-site staff	50 gal/person/shift
Food and Drink Facilities	
Banquet, dining hall	30 gal/seat
Bars, cocktail lounges	20 gal/seat
Caterers	50 gal/100 sq. ft. floor space
Restaurant, full service	40 gal/seat
Restaurant, single service articles	20 gal/seat
Restaurant, drive-in	50 gal/car space
Restaurant, carry out only	50 gal/100 sq. ft. floor space
Institutions, dining halls	5 gal/meal
Deli	40 gal/100 sq. ft. floor space
Bakery	10 gal/100 sq. ft. floor space
Meat department, butcher shop or fish market	75 gal/100 sq. ft. floor space
Specialty food stand or kiosk	50 gal/100 sq. ft. floor space
Hotels and Motels	
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	120 gal/room
Hotels and motels, with in-room cooking facilities	175 gal/room
Resort hotels	200 gal/room
Cottages, cabins	200 gal/unit
Self-service laundry facilities	500 gal/machine
Medical, Dental and Veterinary Facilities	
Medical or dental offices	250 gal/practitioner/shift
Veterinary offices (not including boarding)	250 gal/practitioner/shift
Veterinary hospitals, kennels, animal boarding facilities	20 gal/pen, cage, kennel or stall
Hospitals, medical	300 gal/bed
Hospitals, mental	150 gal/bed
Convalescent, nursing, rest homes without laundry facilities	60 gal/bed
Convalescent, nursing, rest homes with laundry facilities	120 gal/bed
Residential care facilities	60 gal/person
Parks, Recreation, Camp Grounds, R-V Parks and other Outdoor Activity Facilities	
Campgrounds with comfort station, without water or sewer hookups	75 gal/campsite

Establishment Type	Daily Flow Rate
Campgrounds with water and sewer hookups	100 gal/campsite
Campground dump station facility	50 gal/space
Construction, hunting or work camps with flush toilets	60 gal/person
Construction, hunting or work camps with chemical or portable toilets	40 gal/person
Parks with restroom facilities	250 gal/plumbing fixture
Summer camps without food preparation or laundry facilities	30 gal/person
Summer camps with food preparation and laundry facilities	60 gal/person
Swimming pools, bathhouses and spas	10 gal/person
Public access restrooms	325 gal/plumbing fixture
Schools, Pre-school and Day Care	
Day care and preschool facilities	25 gal/person (child & employee)
Schools with cafeteria, gym and showers	15 gal/student
Schools with cafeteria	12 gal/student
Schools without cafeteria, gym or showers	10 gal/student
Boarding schools	60 gal/person (student & employee)
Service Stations and Car Wash Facilities	
Service stations, gas stations	250 gal/plumbing fixture
Car wash facilities	1200 gal/bay
Sports Centers	
Bowling center	50 gal/lane
Fitness, exercise, karate or dance center	50 gal/100 sq. ft.
Tennis, racquet ball	50 gal/court
Gymnasium	50 gal/100 sq. ft.
Golf course with only minimal food service	250 gal/plumbing fixture
Country clubs	60 gal/member or patron
Mini golf, putt-putt	250 gal/plumbing fixture
Go-kart, motocross	250 gal/plumbing fixture
Batting cages, driving ranges	250 gal/plumbing fixture
Marinas without bathhouse	10 gal/slip
Marinas with bathhouse	30 gal/slip
Video game arcades, pool halls	250 gal/plumbing fixture
Stadiums, auditoriums, theaters, community centers	5 gal/seat
Stores, Shopping Centers, Malls and Flea Markets	
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	125 gal/plumbing fixture
Convenience stores, with food preparation	60 gal/100 sq. ft.
Convenience stores, without food preparation	250 gal/plumbing fixture
Flea markets	30 gal/stall
Shopping centers and malls with food service	130 gal/1000 sq. ft.
Stores and shopping centers without food service	100 gal/1000 sq. ft.
Transportation Terminals	
Air, bus, train, ferry, port and dock	5 gal/passenger

Source: North Carolina Administrative Code 02T.0114, January 1, 2007

Per 15A NCAC 02t .0114 (b), in determining the volume of sewage from dwelling units, the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.



Town of Beaufort, NC

701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

**Beaufort Board of Commissioners Workshop
4:00 PM Monday, September 27, 2021 – Virtual Meeting via Zoom**

AGENDA CATEGORY: New Business
SUBJECT: Case #21-24 Final Plat – Front Street Village Phase 4

BRIEF SUMMARY:

Arendell Engineering (John Wade, P.E.) has submitted the Final Plat for Front Street Village Phase 4 showing a 10.44 acre tract into 34 single-family lots. Also, the applicant has submitted Bond information to consider as well as a recreation fee in lieu of in the amount of \$5,875.20.

REQUESTED ACTION:

- 1. Approval the Final Plat for Front Street Village Phase - 4
- 2. Approval the Bond Request for Front Street Village Phase - 4
- 3. Deny the request

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: Board of Commission Members
From: Kyle Garner, AICP, Town Planner
Date: September 21, 2021
Case No. 21-24 Front Street Village Phase 4 – Final Plat

THE QUESTION: Subdivide a 10.44 acre tract into 34 Single-Family Residential Lots.

BACKGROUND: The preliminary plat for this area was approved in August for installation of infrastructure improvements.

Location: Chadwick Road
 Owners: Front Street Village, LLC
 Requested Action: Subdivide a 10.44 acre tract into 34 lots
 Existing Zoning: PUD (R-8)
 Size: 10.44 Acres
 Amount of Open Space: 3.77 Acres (Wetlands Area)
 Existing Land Use: Undeveloped

- SPECIAL INFORMATION:**
- As part of the Final Plat process the infrastructure can be either installed or bonded through a financial guarantee process to ensure completion of the project. The applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling \$594,112.50 (See estimated cost of improvement sheet from engineer).
 - No sewer allocation request is being made for this project due to its approval prior to the January 11, 2021 Wastewater Allocation Policy’s adoption by the Board of Commissioners.
 - Since this project is part of a subdivision recreation fees will be required in the amount of \$5,875.20.
 - At their September 20, 2021 meeting the Planning Board voted unanimously to recommend approval.

Public Utilities:
 Water: Town Of Beaufort
 Sanitary Sewer: Town Of Beaufort

Case No.: 21-24
Location: Chadwick Road

Page: 1

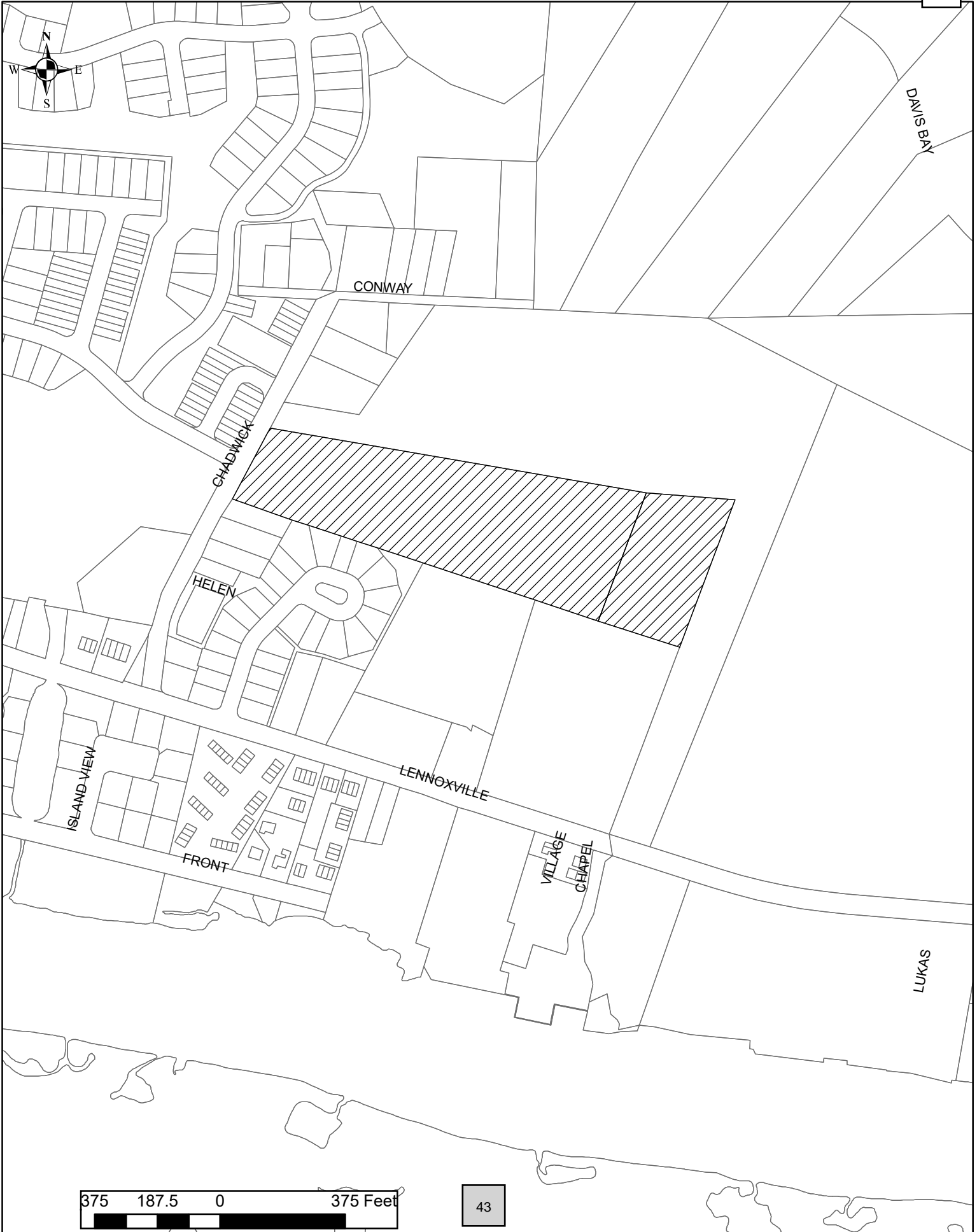
OPTIONS:

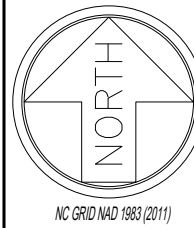
1. Approval the Final Plat for Front Street Village Phase - 4
2. Approval the Bond Request for Front Street Village Phase - 4
3. Deny the request

Attachments:

- Attachment A - Vicinity Map
- Attachment B - Final Plat for Front Street Village Phase 4
- Attachment C - Bond Estimates
- Attachment D – Draft Covenants

Case # 21-24 - Final Plat - Front Street Village - Phase IV



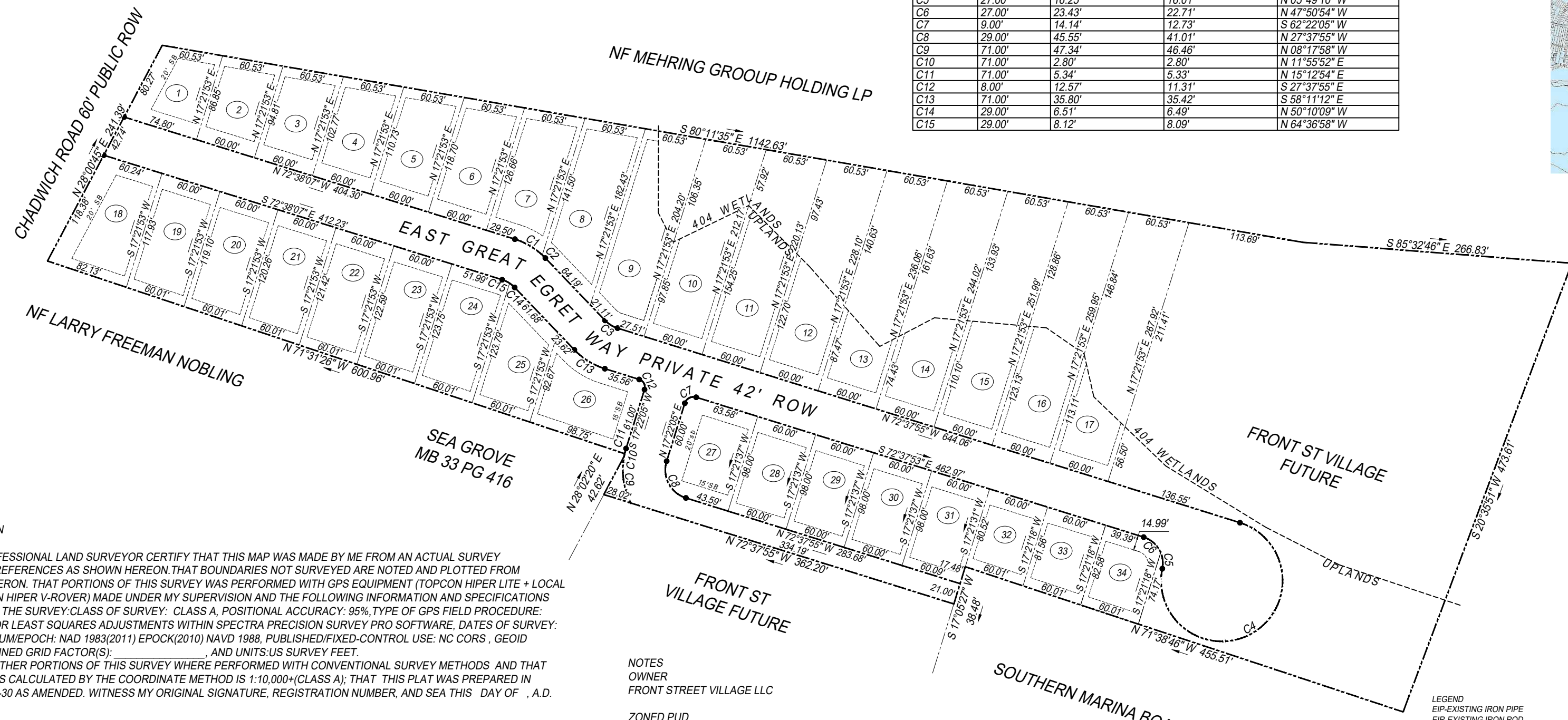


NC GRID NAD 1983 (2011)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	71.00'	31.53'	31.27'	S 59°54'51" E
C2	71.00'	4.28'	4.28'	S 45°28'02" E
C3	29.00'	14.96'	14.79'	S 57°51'32" E
C4	60.00'	276.52'	89.14'	S 59°23'49" W
C5	27.00'	16.25'	16.01'	N 05°49'10" W
C6	27.00'	23.43'	22.71'	N 47°50'54" W
C7	9.00'	14.14'	12.73'	S 62°22'05" W
C8	29.00'	45.55'	41.01'	N 27°37'55" W
C9	71.00'	47.34'	46.46'	N 08°17'58" W
C10	71.00'	2.80'	2.80'	N 11°55'52" E
C11	71.00'	5.34'	5.33'	N 15°12'54" E
C12	8.00'	12.57'	11.31'	S 27°37'55" E
C13	71.00'	35.80'	35.42'	S 58°11'12" E
C14	29.00'	6.51'	6.49'	N 50°10'09" W
C15	29.00'	8.12'	8.09'	N 64°36'58" W



SITE



Area	Lot Description	Sq. Feet
A1	1	5,557.34
A2	2	5,449.94
A3	3	5,927.60
A4	4	6,405.25
A5	5	6,882.91
A6	6	7,360.56
A7	7	7,906.81
A8	8	9,713.78
A9	9	11,835.87
A10	10	12,491.08
A11	11	12,968.93
A12	12	13,446.79
A13	13	13,924.64
A14	14	14,402.49
A15	15	14,880.34
A16	16	15,358.19
A17	17	15,836.04
A18	18	8,345.90
A19	19	7,110.89
A20	20	7,180.72
A21	21	7,250.55
A22	22	7,320.38
A23	23	7,390.21
A24	24	7,457.05
A25	25	6,516.86
A26	26	7,615.61
A27	27	6,915.41
A28	28	5,879.92
A29	29	5,879.87
A30	30	5,879.82
A31	31	5,880.63
A32	32	4,861.87
A33	33	4,923.57
A34	34	4,925.26

SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS MADE BY ME FROM AN ACTUAL SURVEY PERFORMED BY ME FROM REFERENCES AS SHOWN HEREON. THAT BOUNDARIES NOT SURVEYED ARE NOTED AND PLOTTED FROM REFERENCES AS SHOWN HEREON. THAT PORTIONS OF THIS SURVEY WAS PERFORMED WITH GPS EQUIPMENT (TOPCON HIPER LITE + LOCAL BASE STATION AND TOPCON HIPER V-ROVER) MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION AND SPECIFICATIONS WERE USED TO PERFORM THE SURVEY: CLASS OF SURVEY: CLASS A, POSITIONAL ACCURACY: 95%, TYPE OF GPS FIELD PROCEDURE: NCGS RTK NETWORK AND/OR LEAST SQUARES ADJUSTMENTS WITHIN SPECTRA PRECISION SURVEY PRO SOFTWARE, DATES OF SURVEY: DATUM/EPOCH: NAD 1983(2011) EPOCH(2010) NAVD 1988, PUBLISHED/FIXED-CONTROL USE: NC CORRS, GEOID MODEL:12A(CONUS), COMBINED GRID FACTOR(S): AND UNITS: US SURVEY FEET.

I FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF PRECISION AS CALCULATED BY THE COORDINATE METHOD IS 1:10,000+(CLASS A); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEA THIS DAY OF , A.D. 2016.

- A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF THE COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCEL OF LAND;
- B. THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- C. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND;
- D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- E. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

JAMES I. PHILLIPS III RLS NO. L-3151
SURVEYORS CERTIFICATION



STATE OF NORTH CAROLINA

I, _____ REVIEW OFFICER OF
CARTERET COUNTY CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE: _____

REGISTER OF DEEDS

Filed for registration at _____ M on _____ day of _____, and record in Book _____, page _____, Office of the register of deeds, CARTERET County, North Carolina.

KAREN HARDESTY Register of Deeds

By _____
Assistant Deputy

NOTES
OWNER
FRONT STREET VILLAGE LLC

ZONED PUD

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA

UNDEVELOPED AREA 132,367.16 SQ FT

ROADS 71,064.4 SQ FT

SETBACKS 15' FRONT, 5' SIDE, 10' REAR UNLESS OTHERWISE NOTED

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF BEAUFORT AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF BEAUFORT.

BY _____

NAME: _____

TITLE: _____

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR "FRONT STREET VILLAGE PHASE 4"

CHAIRMAN OF BEAUFORT PLANNING BOARD

DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AND ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE "FRONT STREET VILLAGE PHASE 4" SUBDIVISION OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED AND THAT FILING FEE FOR THIS PLAT, IN THE AMOUNT OF \$250.00, HAS BEEN PAID.

TOWN MANAGER

DATE

**FINAL PLAT FOR
FRONT STREET VILLAGE PHASE 4
BEAUFORT TOWNSHIP
CARTERET COUNTY, NC
SCALE 1"=100'**



JAMES I. PHILLIPS LAND SURVEYING
PO BOX 2103, 379 Arrington Rd., Beaufort, N.C. 28516
252-728-5848 phone jphillipssurvey@gmail.com

BOND ESTIMATE



Town of Beaufort
701 Front Street
Beaufort, NC 28516
(252) 728-2141
www.beaufortnc.org

PROJECT NAME:	FRONT STREET VILLAGE PHASE IV
OWNER:	FRONT STREET VILLAGE LLC
ENGINEER:	ARENDELL ENGINEERS
ENGINEER PHONE NO.:	(252) 622 - 4338
ENGINEER EMAIL:	JOHN@ARENDELLENGINEERS.COM
DATE:	26-Jul-21

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT

SIGNATURE AND SEAL OF SUBMITTING ENGINEER



I, JOHN J. WADE a Registered Licensed Professional, do hereby verify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.

Please sign below

[Handwritten Signature]

STREET PAVEMENT	LINEAR FEET:	WIDTH:	UNIT COST (Dollars/SY)	TOTAL:
Final Pervious Concrete Surface	2650	18	\$ 40.95	\$ 217,035.00
Initial Asphalt Surface Course			\$	-
Asphalt Intermediate Course			\$	-
Asphalt Base Course			\$	-
Drainable Base Course	2650	18	\$ 13.08	\$ 69,297.50
			\$	-
			\$	-
			Subtotal	\$ 286,332.50

STREET INCIDENTALS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Street Signs	2	Each	\$ 250.00	\$ 500.00
Street Trees (40' O.C.)		Each	\$	-
Street Lights		Each	\$	-
Pavement Striping		LF	\$	-
			\$	-
			\$	-
			Subtotal	\$ 500.00

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
6" Standing Curb	4500	LF	\$ 11.00	\$ 49,500.00
2'-6" Rolled curb		LF		\$ -
4' Wide Sidewalk		LF		\$ -
5' Wide Sidewalk	2600	LF	\$ 19.25	\$ 50,050.00
Driveway Aprons		Each		\$ -
Handicap Ramp	6	Each	\$ 700.00	\$ 4,200.00
				\$ -
				\$ -
			Subtotal	\$ 103,750.00

SANITARY SEWER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
8" PVC Gravity Sewer		LF		\$ -
8" DIP Gravity Sewer		LF		\$ -
10" PVC Gravity Sewer	1630	LF	\$ 55.00	\$ 89,650.00
10" DIP Gravity Sewer	140	LF	\$ 75.00	\$ 10,500.00
12" PVC Gravity Sewer		LF		\$ -
12" DIP Gravity Sewer		LF		\$ -
15" PVC Gravity Sewer		LF		\$ -
15" DIP Gravity Sewer		LF		\$ -
2" PVC Force Main		LF		\$ -
4" PVC Force Main		LF		\$ -
4" DIP Force Main		LF		\$ -
6" PVC Force Main		LF		\$ -
6" DIP Force Main		LF		\$ -
8" PVC Force Main		LF		\$ -
8" DIP Force Main		LF		\$ -
4'0" Dia. Manhole		LF		\$ -
5'0" Dia Manhole	9	LF	\$ 3,350.00	\$ 30,150.00
Service Laterals, Main to Cleanout	34	Each	\$ 700.00	\$ 23,800.00
Pump Station		Lump Sum		\$ -
				\$ -
				\$ -
				\$ -
			Subtotal	\$ 154,100.00

WATER	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
2" PVC Water Main		LF		\$ -
4" PVC Water Main		LF		\$ -
4" DIP Water Main		LF		\$ -
6" PVC Water Main		LF		\$ -
6" DIP Water Main		LF		\$ -
8" PVC Water Main		LF		\$ -
8" DIP Water Main		LF		\$ -
10" PVC Water Main		LF		\$ -
10" DIP Water Main		LF		\$ -
12" PVC Water Main	20	LF	\$ 55.00	\$ 1,100.00
12" DIP Water Main		LF		\$ -
2" Valve (includes Curb Box)		Each		\$ -
4" Valve (includes Curb Box)		Each		\$ -
6" Valve (includes Curb Box)		Each		\$ -
8" Valve (includes Curb Box)		Each		\$ -
10" Valve (includes Curb Box)		Each		\$ -
12" Valve (includes Curb Box)		Each		\$ -

Fire Hydrant (includes Hydrant Leg & Valve)	1	Each	\$ 6,000.00	\$ 6,000.00
Vaults		Each		\$ -
Manholes		Each		\$ -
Fittings		Lump Sum		\$ -
Service Connections (includes Tap, Service Tubing, Meter Box and Meter Setter)	34	Each	\$ 1,100.00	\$ 37,400.00
				\$ -
				\$ -
				\$ -
				\$ -
			Subtotal	\$ 44,500.00

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" RCP		LF		\$ -
15" Dual Wall HDPE		LF		\$ -
15" Dual Wall Polypropylene		LF		\$ -
18" RCP		LF		\$ -
18" Dual Wall HDPE	60	LF	\$ 48.00	\$ 2,880.00
18" Dual Wall Polypropylene		LF		\$ -
24" RCP		LF		\$ -
24" Dual Wall HDPE		LF		\$ -
24" Dual Wall Polypropylene		LF		\$ -
30" RCP		LF		\$ -
30" Dual Wall HDPE		LF		\$ -
30" Dual Wall Polypropylene		LF		\$ -
36" RCP		LF		\$ -
36" Dual Wall HDPE		LF		\$ -
36" Dual Wall Polypropylene		LF		\$ -
42" RCP		LF		\$ -
42" Dual Wall HDPE		LF		\$ -
42" Dual Wall Polypropylene		LF		\$ -
48" RCP		LF		\$ -
48" Dual Wall HDPE		LF		\$ -
48" Dual Wall Polypropylene		LF		\$ -
15" FES		Each		\$ -
18" FES		Each		\$ -
24" FES		Each		\$ -
30" FES		Each		\$ -
36" FES		Each		\$ -
42" FES		Each		\$ -
48" FES		Each		\$ -
Curb Inlet		Each		\$ -
Yard Inlet	1	Each	\$ 2,050.00	\$ 2,050.00
Manhole (0'-6' Deep)		Each		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Subtotal	\$ 4,930.00

TOTAL ESTIMATE ⇒ \$594,112.50

Prepared by Richard L. Stanley

STATE OF NORTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FRONT STREET VILLAGE COMMONS**

COUNTY OF CARTERET

This Declaration of Covenants, Conditions and Restrictions is made this _____ day of _____, 2021, by Front Street Village. LLC, a North Carolina Limited Liability Company, herein "Declarant or Developer"; and any and all persons, firms and corporations hereafter acquiring any of the Lots within Front Street Village Commons Subdivision as shown on surveying plat prepared by James I. Phillips, RLS, and recorded in Map Book _____, page _____, Carteret County Registry;

W I T N E S S E T H:

WHEREAS, Declarant, Front Street Village, LLC, is the owner of certain real property as conveyed to it by deed recorded in Book 1259, page 443, Carteret County Registry, and Declarant has caused the property described therein to be subdivided into Lots for a Subdivision known as Front Street Village Commons, to be developed in one phase, and a plat for the subdivision is recorded in Map Book _____, page _____, Carteret County Registry, hereinafter called "Front Street Village Commons", or the "Property";

WHEREAS, Declarant desires to develop its property under a common and uniform set of Covenants and restrictions applicable to the Lots and property;

WHEREAS, Declarant intends to develop its property into a desirable residential Subdivision that is harmonious with its coastal environment, and Declarant intends to form a Homeowners' Association to enforce and maintain the attraction of the property and its amenities which include stormwater swales, entrance way, private roads, signage, street lighting and such other common areas and amenities that Declarant and/or the Homeowners' Association may provide for the general welfare and recreation of the Owners;

WHEREAS, it is in the mutual interest of the Declarant as well as every person, firm or corporation hereafter acquiring any of the Lots within Front Street Village Commons that these Covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of Front Street Village Commons be established, fixed and set forth and declared to be Covenants running with the land;

WHEREAS, the Subdivision is part of a Planned Unit Development under the Town of Beaufort Zoning and Land Use Ordinances and the Town has imposed as part of PUD approval certain architectural requirements which must be adhered to;

WHEREAS, Declarant desires to preserve the value, amenities, desirability, and attractiveness of the Subdivision and to provide for the continued maintenance and operation of the common areas as may be provided therein;

NOW THEREFORE, in order to provide for the foregoing, the Declarant does hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any portion of Front Street Village Commons Subdivision, that the use of Lots in Front Street Village Commons Subdivision is hereby made subject to the following restrictions, Covenants, terms and conditions which shall run with said land and shall be binding on all property Owners within said Subdivision and their successors and assigns.

Article I - Definitions

As used throughout this Declaration, the following terms shall have the definitions set out herein as follows:

A. "Amenities" shall mean the facilities constructed, erected, installed or set aside on the common areas for the use, benefit and enjoyment of members, including drainage easements, multi-modal paths, sidewalks, roadside swales or ditching, etc.

B. "Association" shall mean and refer to Front Street Village Commons Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the state of North Carolina, its successors and assigns, which is established for the administration, maintenance and regulation of the stormwater facilities, roads, sidewalks, paths, amenities and other common areas and facilities assigned to, purchased, or otherwise provided for by the Association for the use and enjoyment of members of the Association.

C. "CAMA" shall mean the Coastal Area Management Act as set forth in North Carolina General Statute 113A-100 et seq., and any of the rules and regulations promulgated thereunder.

D. "Committee" shall mean and refer to the Architectural Review Committee.

E. "Commercial Truck" shall mean any 2 ton or greater motor vehicle.

F. "Common Areas" shall mean and refer to any and all real property subject to this Declaration which is defined and bounded by properly referenced and recorded plats designated thereon as "common area(s)", "open space", "drainage easements", "sidewalks", "paths", "Roadside Ditches", "streets", "Roads", "private easements" or driveways created by the Declarant to provide access to the streets or roads for more than one Lot, or any area that is set aside for the general use of the members. Common areas shall also include all real property and easement interests owned or assigned by the Association for the common use and enjoyment of members of the Association, which may include but are not limited to entrance ways and signage. (This list of possible amenities is for descriptive purposes only and does not bind the Declarant to construct any or all of said amenities.)

G. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Front Street Village Commons Subdivision, and any amendments thereto as recorded in the Carteret County Registry.

H. "Declarant" shall mean and refer to Front Street Village, LLC, a North Carolina Limited Liability Company, its successors and assigns. "Declarant" and "Developer" are interchangeable and have the same definition.

I. "Lot" shall mean and refer to any plot of land within Front Street Village Commons Subdivision with or without improvements thereon, which constitute or will constitute after construction of improvements, a single residential site as shown on the plats or plans for Front Street Village Commons Subdivision or amendments thereto, recorded in the Carteret County Registry.

J. "Member" shall mean and refer to any person or other entity which holds membership in the Association.

K. "Owner" shall mean and refer to the owner of record of fee simple interest in any Lot in the Subdivision, excluding those persons having such interest merely of the security interest for the performance of an obligation.

L. "Person" shall mean and refer to a natural person, corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Article II - Properties Subject To This Declaration

Section 1. Applicability. Lots 1 through 34 as shown on the map of Front Street Village Commons Subdivision referred to above are expressly made subject to the operation of these Covenants.

Section 2. Additional Lands. Declarant at any time prior to December 31, 2031, reserves the right to add or bring additional phases, Lots, or lands under this Declaration by filing in the office of the Register of Deeds for Carteret County, North Carolina, either an applicable amendment or a supplementary Declaration of Covenants and restrictions with respect to the additional Lots, phases, or properties. Said amendments or supplemental Declaration would extend the scheme of development and the binding effect of these Covenants and restrictions on the additional property, and such amendments or

supplementary Declarations may contain complementary additions and modifications of these Covenants and restrictions as may be necessary to reflect the different character of the added properties. In no event shall the supplementary declaration revoke, modify or add to these Covenants as they are applicable to the Lots set forth in Article 1 above.

Section 3. Reservations. The Declarant reserves the right absolutely to change, alter or re-designate the allocated, planned, platted, or recorded use, area, or designation of any of the Lots shown on the map of Front Street Village Commons Subdivision recorded aforesaid so long as the Declarant retains title to the property involved, so long as any changes or alterations are in conformance with the Town of Beaufort's Subdivision and zoning ordinances, including, but not limited to the right to change, alter or re-designate roads, utility and drainage facilities, and to change, alter or re-designate such other present or proposed Lot lines and facilities as may, in the sole judgment of the Declarant, be necessary or desirable.

Article III - Association Memberships and Voting Rights

Declarant has heretofore incorporated Front Street Village Commons Owners' Association, Inc. for the benefit of Lot Owners within said Subdivision so as to provide for the maintenance, upkeep and repair of streets, stormwater easements and facilities, as well as the maintenance, upkeep and repair of drainage easements, amenities and common areas which are subject to the management and administration of the Association.

Article 1. Membership.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by these Covenants to assessments by the Association shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations. The foregoing is not intended to include persons, or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of record of such Lot shall be the sole qualification for membership. When any Lot is owned of record in tenancy by the entireties, joint tenancy, or tenancy in common or by some other legal form of multiple Ownership, the membership (including the voting power

arising therefrom) shall be exercised only as stipulated in Article 2 herein below.

(b) During any period when a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the common area or any other facilities which the Association may provide, may be suspended by the Board of Directors of the Association until such assessment is paid. In the event of violation by a member of any rules and regulations established by the Board of Directors of the Association, such member's voting and use rights may be suspended by the Board of Directors of the Association after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board of Directors of the Association (or a committee thereof) after giving the member ten (10) days prior written notice specifying the alleged violation and setting the time, place and vote of the hearing. Determination of violation shall be made by majority vote of the board or the committee thereof.

(c) No membership fee shall be charged nor members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments, and special assessments levied upon each member's Lot as specified in the Declaration or as the members of the Association may from time to time adopt.

Article 2. Voting and Voting Rights.

(a) The voting rights of the membership shall be appurtenant to the ownership of Lots. The ownership of each Lot by a person other than Declarant shall entitle its owner to one vote. The Association shall have two classes of voting membership as follows:

(1) Class A Member. Class A members shall be all owners, other than the Declarant; however, the Declarant shall be a class A member to the extent provided in subparagraph 2 below. Class A members shall be entitled to one vote for each Lot owned.

(2) Class B Members. The Class B member shall be the Declarant, and it shall be entitled to three votes for each Lot in which it holds a fee or undivided fee interest;

provided, the class B membership shall cease and be converted to class A membership on the happening of either of the following events, whichever first occurs:

(i) Four (4) months after the total votes outstanding in the class A membership equal the total votes outstanding in the class B membership; or

(ii) On December 31, 2031.

(b) When two or more persons hold an interest (other than a leasehold or security interest) in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than one (1) vote be cast with respect to any Lot (except with respect to Lots owned by Declarant), nor shall any fractional vote be cast.

(c) Any member who is delinquent in the payment of any charges duly levied by the Association against any Lot owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

(d) Members shall vote in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the member of his Lot. A corporate member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation, which designation must be in writing.

(e) Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail.

Article IV - Common Area Property Rights

Section 1. Description of Association Common Areas. The Association common areas shall initially consist of the Stormwater Swales, paths, drainage easements, streets and other areas designated "common area", as shown on the recorded plat. The streets are private and will be subject to maintenance by the Association. The stormwater drainage easements, paths, roadside ditches or swales have been privately dedicated to the owners of Lots within said Subdivision and their heirs, successors and assigns, for the maintenance of adequate drainage of surface waters within the Subdivision. The Declarant has reserved the right in accordance with these Covenants to assign, lease or transfer or assign the drainage easements and facilities to governmental agencies or third parties for maintenance purposes.

Section 2. Ownership of Association Properties. The Declarant by the recordation of the Front Street Village Commons plat has dedicated the streets within Front Street Village Commons to the private use of Lot owners and their guests and invitees, and all Lot owners and their heirs, successors in interest and assigns, and members of the Association shall have the right of enjoyment of the street. The Association shall have the continuing obligation and duty to maintain said streets and roads.

Title to the drainage easements located within the Subdivision is vested in the owner of each Lot over which such drainage easement runs, but the Association shall have the continuing responsibility to maintain the drainage easements.

Title to the roadside swales and drainage facilities shall be assigned to the Association and it shall be the responsibility of the Association to budget for, maintain, repair and replace the same as part of the common areas and in accordance with State and Local rules and regulations.

Section 3. Sidewalks, Paths, Area Lights, Privacy Fences, Entrance Way and Signage. It shall be the responsibility of the Association to maintain and pay for all utility charges and maintenance expenses associated with any area lights not specifically assigned to a numbered Lot by a utility company, and the Association shall also maintain any privacy fences installed

by the Declarant around a portion or all of the Subdivision boundaries or on any portions of the common areas, including the entrance way and Subdivision entrance signs, landscaping, walls, sidewalks, paths and utilities associated therewith.

Section 4. Easements of Enjoyment. Every Lot owner shall have a right and easement of enjoyment in and to the common area properties and easements granted herein. Each owner may delegate, in accordance with the by-laws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Said rights of use and enjoyment shall be subject to the following provisions:

(a) The Association shall have the right to charge dues and assessments for the upkeep and maintenance of Association properties, streets, drainage easements, and other amenities which are the responsibility of the Association herein. Likewise, the Association shall have the right to charge dues and assessments for the construction, maintenance and/or replacement of any improvements on said common areas, and to provide for all types of insurance for the Association and its properties, and the upkeep and maintenance of drainage facilities, paths, sidewalks and other Subdivision amenities.

(b) The Association shall have the right to suspend the right to the use of any Association properties by any member for any period during which any dues or assessments against such member are overdue and unpaid, and for a period not exceeding sixty (60) days for any infraction of rules and regulations established by the Association for the regulation and control of Association properties. Likewise, the Association shall have the right to fine any member an amount not exceeding \$50.00 for each violation of rules and regulations established by the Association.

(c) The Association by rules and regulations established from time to time shall have the right to provide for the use and enjoyment of common areas and Association properties. This right to the use of Association properties shall extend to members of the Association and relatives of members who reside with and in the house of members, tenants of each member' Lots in the Subdivision so long as the tenancy exist, and contract purchasers of Lots in the Subdivision who reside on the Lot.

Section. Title to the Common Area. The Declarant hereby Covenants that it will convey fee simple title to the common areas shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, drainage easements, and easements to governmental authorities, at such time as 75% of the Lots have been sold.

Section 6. Parking and Use Regulations for Boats, Trailers, Etc. The Association may regulate, prescribe and/or prohibit the parking and use of boats, trailers, motor homes, recreational vehicles, trucks and similar items on the common areas (including the provision of special facilities for which a reasonable charge may be made). No boats, trailers, motor homes, recreational vehicles or trucks shall be parked within the right of way of any street in or adjacent to this development.

Section 7. Antennas and Satellite Discs. The Association may regulate or prohibit the erection of any type of antennas on individual Lots. The Association may further regulate or prohibit satellite discs except that satellite discs no larger than 24 inches in diameter may be erected with the prior written approval of the Association. A satellite disc less than 24 inches in diameter shall be screened such that the disc is not visible from the street or other common areas and such screening must be approved by the committee.

Article V - Covenants for Dues and Assessments

Article 1. Monthly Assessments for Maintenance Fund. For each Lot owned within Front Street Village Commons, each owner Covenants and agrees, and each subsequent owner of any such Lot Covenants and agrees, that by acceptance of a deed therefor whether or not it is so expressed in such deed, that the owner will pay to the Association the assessments and charges provided for in this Declaration.

(a) Every owner of a Lot in the Subdivision by the acceptance of a deed to the same, which shall be conclusively evidenced by the recording of a deed in the office of the Register of Deeds Covenants and agrees to pay to the Association such annual dues and assessments for maintenance and upkeep of Association properties, capital improvements and the construction of improvements and facilities on or to Association properties, and the administration of properties and facilities assigned to

the Association for operation and management, as may established from time to time by the Board of Directors and membership of the Association. Such dues and assessments together with interest at the legal rate of interest, costs and reasonable attorney's fees if the dues and assessments remain unpaid, shall be a continuing lien on each Lot against which said assessment is made until paid in full. Said dues and assessments shall also be the personal obligation of the owner of each Lot at the time the dues and assessments become due, and the personal obligation shall not pass to a successor in title unless expressly assumed by the successor. However, said dues and assessments shall be a lien on said Lot and a sale or transfer of any Lot shall not affect the lien for unpaid dues or special assessments against said Lot.

(b) The dues and assessments shall be used exclusively for the purpose of maintaining and improving Subdivision roads, drainage ditches and easements, the maintenance and upkeep of Association properties, the construction of improvements and facilities thereon, the upkeep, maintenance, operation and management of properties or facilities owned, leased to or assigned to the Association in accordance with these Covenants, as well as the upkeep, maintenance and replacement of equipment, improvements in facilities thereon, and generally for the promotion of the recreational, health, safety and welfare of the membership. Additionally, the dues and assessments may be used for acquiring all types of property, casualty and liability insurance for the Association, and the dues and assessments may be used to fund any of the activities, powers and authority of the Association as the Association is authorized to do as a non-profit owners' association.

(c) The Declarant shall have no obligation to pay dues and assessments for unsold Lots. As a Lot is sold in the Subdivision, the Declarant shall collect from each purchaser two months' assessments and dues at its then current rates as working capital which shall be paid to the Association, and the Declarant shall notify the Association as to the name and address of each purchaser. The obligation to pay dues shall commence as to all members purchasing Lots on the date the deed to the Lot from the Declarant shall be recorded.

Section 2. Maximum Monthly or Annual Assessments. The Association Board of Directors is authorized to assess and collect its regular dues and assessments on either a monthly, quarterly, semi-annual, or annual basis. Until January 1 of the year immediately following the conveyance of the first Lot to an

owner, the maximum annual assessments shall be \$_____ per Lot, per year pending further notification from the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above ten (10%) percent by a majority vote of the members of the Association who are voting either in person or by proxy, at a meeting duly called for said purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessments for Capital Improvements or Extraordinary Expenditures. In addition to the regular annual assessments authorized in Section 2 above, the Association may levy, in any assessment year, one or more special assessments applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the common areas, or property or facilities assigned to the Association for operation and administration, including equipment, fixtures and personal property related thereto, as well as for the purpose of defraying, in whole or in part, any extraordinary expenses resulting from storms, casualties or similar expenses resulting from extraordinary circumstances beyond the control of the Board of Directors, provided that each such assessment shall have the assent of fifty one (51%) percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3 Above. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 above shall be sent to all members not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of the membership of the Association who are eligible to vote shall constitute a quorum. If the required quorum is not present,

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Non-Payment of Assessments. Any member failing to pay the annual, quarterly, monthly or special assessments and dues or any fees or charges authorized by the Association within a period of thirty (30) days after the billing thereof, shall be deemed to be in default. The Board of Directors shall cause to be filed in the Office of the Clerk of Superior Court or in the office of the Register of Deeds of Carteret County an instrument suitable for recordation which shall set for the name of the owner, the Lot description, the amount of the assessment, the date the assessment was due, and the fact that the Board of Directors has given the owner notice of said assessment and said owner has failed to pay said assessment. In addition to the assessment so stated, all amounts necessary for the collection of said assessment, including, but not limited to mailing costs, recording costs, and a reasonable attorney's fee incurred for the collection thereof, together with interest at the legal rate of interest, shall constitute a lien against said Lot and shall be due and payable from the delinquent owner.

Following the recordation of said lien, the Board of Directors is authorized to institute an appropriate action in a court having jurisdiction over the subject matter and the parties in order to collect the assessments, interest, costs and attorney's fees from the owners and in order to effect a sale of the property to satisfy the lien for the delinquent assessments and expenses.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Likewise, the sale or transfer shall not relieve the Lot owner from personal liability therefrom.

Section 7. Suspension or termination of voting rights. In addition to any other rights the Association may have with regard to non-payment of assessments and dues, the payment of any assessments levied by the Association shall be a prerequisite to the exercise of

any voting rights earlier provided for herein and for serving on the Board of Directors of the Association. Any member failing to pay the assessments or dues on his Lot so that the same thereafter become delinquent, shall be deemed ineligible to vote at any annual or special meeting of the membership and shall be deemed ineligible to serve on the Board of Directors or as an officer of the Association so long as said delinquency continues.

Article VI - Architectural Control, Inspection and Use Restrictions

Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Architectural Review Committee, which, upon appointment by the Board of Directors, shall assume and be responsible for enforcement. References in this Article to "Committee" shall mean Declarant until the Committee is appointed and references to "Declarant" shall include the Committee once it is appointed. The following architectural restrictions shall apply to each and every Lot now or hereafter subject to this Declaration:

Section 1. General Theme, Approval of Plans and Architectural Review Committee.

(a) Town of Beaufort PUD Requirements. Attached as Exhibit E are the requirements and conditions imposed by the Town of Beaufort as a condition of approval of this development as part of the Front Street Village Planned Unit Development. All design and construction of a dwelling on any Lot shall be required to adhere to and comply with the architectural requirements.

(b) Declarant has established as the general architectural theme and building design for the subdivision a coastal maritime design consisting primarily of clapboard siding, porches, pitched roofs and the like. Houses and residential structures of a contemporary design or era as well as houses constructed with flat roofs will be prohibited. Nothing herein shall be construed as dictating the type or quality of siding materials used so that hardiboard, wood, cedar shake and similar sidings will be allowed. Metal Roofs and architectural shingles are encouraged and may be required by the Committee. It is the Declarant's intent that specified architectural styles or designs be followed using materials as specified by the Committee or guidelines adopted, promulgated and enforced by said Committee. The Committee has the right to approve and specify materials that will be allowed and to specify and prohibit materials that will not be allowed, and to formulate guidelines for owners preparing to build residential structures.

(c) No site preparation or initial construction, erection, or

installation of any improvements, including, but not limited, to residences, outbuildings, landscaping, driveways, Lot clearing, fences, walls, signs, antennas and other structures, shall be undertaken upon the Lots unless the plans and specifications therefor, showing the nature, kind, shape, size, height, materials, and location of the proposed improvements on the Lot, including but not limited to, the house, decks, garage, driveways, parking areas, plants, shrubs, trees (including trees to be removed), wetland areas to be disturbed, and any other permanent structures or changes to be made to the Lot, shall have been first submitted to the Committee and expressly approved in writing. No subsequent alteration or modification which will result in an exterior, structural change to the residence, outbuilding, or significant changes to the landscaping may be undertaken on any of the Lots without the prior review and express written approval of the Committee.

(d) In the event the Committee fails to approve or disapprove the site or design of any proposed improvements within sixty (60) days after plans and specifications have been submitted and received, approval will not be required, and the requirements of this Article will be deemed to have been fully met; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Committee if they contain erroneous data or fail to present adequate information upon which the Committee can arrive at a decision.

(e) The Committee and its representatives shall have the right, at its election, to enter upon any of the Lots during site preparation or construction, erection or installment of improvements, to inspect the work being undertaken and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing standard industry methods and good quality materials.

(f) The approval of any such plans, specifications or other items submitted to the Committee pursuant to this Article shall not impose any liability or responsibility on the Committee or the Association with respect to either the compliance or non-compliance with any such plans, specifications, or other items (including any improvements or structures erected in accordance therewith) with applicable zoning ordinances, building codes or other governmental or quasi-governmental laws, ordinances, rules and regulations or defects in or arising from such plans, specifications or other items (including, without limitation, defects relating to engineering matters, structural and design matters and the quality or suitability of materials).

(g) For so long as Declarant is a class B member of the Association, or until such time as the Declarant notifies the Board of Directors in writing of its desire to have the Association elect the members of the Committee, the Declarant shall serve as the Committee, and shall exercise the authority to approve plans and other matters set forth in this article. After Declarant divests itself of all Lots within the property, or so notifies the Association in writing, the Committee consisting of as many members as it chooses shall be appointed by the Board of Directors to serve for a term of one year or until their successors have been duly appointed in the event of the death, resignation or removal by the Board of Directors of a member of the Architectural Review Committee.

(h) With the submission of the plans and specifications, the owner shall pay a non-refundable architectural review fee to the Declarant in such amount as may be established from time to time by the Declarant for the review of the plans and specifications, so long as the Declarant is acting as the Committee, and thereafter shall pay to the Board of Directors such fee as may be approved from time to time for architectural review of the plans and specifications by the Committee.

(i) Basis for Denial of Plans. The Committee may base its denial upon purely aesthetic reasons so that the decision is arbitrary. Each Lot owner should meet with a representative of the Committee prior to submission of plans and the incurring of expenses in order to be informed and receive the architectural guidelines and the requirements for approval.

(j) Architectural Guidelines. The guidelines shall be initially established, enforced and amended from time to time by the Declarant, and thereafter by the Committee after the Committee is appointed by the Board of Directors. At such time as the Board of Directors appoints members to the Committee, then the Board of Directors shall be the only agency under these Covenants that may amend the guidelines and such change or amendment shall require 75% approval of the full Board of Directors.

Section 2. Use Restrictions.

(a) All numbered Lots shall be used for single family residential purposes only. No structures shall be constructed, altered, placed or permitted to remain on any Lot in the Subdivision unless the same is a single-family residence.

(b) Mobile homes, recreational vehicles, trailers, manufactured homes, modular homes, tents and all other structures of a temporary character are expressly prohibited from being placed, put or maintained on any Lot at any time. Provided, this prohibition shall not apply to shelters used by a contractor or builder during the construction of a single-family dwelling so long as said temporary shelter is not used at any time as a resident and said temporary shelter is immediately removed following completion of the dwelling. As used herein, the term "mobile home" and "manufactured home" shall have those definitions and meanings set forth in N.C. G.S. 41-2.5, N.C. G.S. 143-143.9(6), and N.C. G.S. 143-145(7). Provided, that the width and length of a manufactured home, or mobile home shall be irrelevant and inapplicable as it is the intent of these Covenants to prohibit manufactured homes, modular homes and mobile homes of all sizes regardless of length or width.

(c) Only on-site stick built detached single-family homes first submitted to and approved by the Architectural Review Committee shall be permitted on any of the Lots within the Subdivision. A "modular" home which is defined herein as a prefabricated structure having floors, walls, ceilings, or roof composed of Articles or panels of varying size which have been fabricated prior to erection on a building foundation, shall be prohibited. Nothing herein shall prohibit pre-assembled and manufactured floor trusses, unfinished wall panels, or window or door components from being used. Pre-assembled and manufactured roof trusses are prohibited unless specifically approved by the Committee. No buildings or structures of any kind shall be permitted on any Lot within the Subdivision unless first submitted to and approved in advance by the Architectural Review Control Committee.

(d) All fuel tanks or similar storage receptacles are prohibited from being exposed to view and shall be buried underground if possible, or such receptacles may be installed only within the main dwelling house, within a permitted accessory building, or within a screened area. Provided, the Declarant shall be permitted to erect, place or permit the placement of tanks, equipment and other apparatus within the Subdivision for uses related to the provision of sewage, water and other utilities to the Subdivision.

Section 3. Minimum Building Requirements. No residential structure shall be constructed on any of the residential Lots within the Subdivision unless the residential structure shall contain the minimum square feet of enclosed dwelling area prescribed for such residential structure. Each residential structure shall contain a minimum of 1500 square feet of enclosed dwelling area.

As used herein the term "enclosed dwelling area" shall mean the total enclosed heated area within a dwelling, excluding garages, terraces, decks, unenclosed porches, and similar areas. In the event the Declarant specifies a higher minimum square footage of enclosed dwelling area in deeds to purchasers of Lots within the Subdivision than as set forth in this Section, then the higher minimum square footage figure set out in the deed shall be controlling and shall be complied with.

(a) No building shall be erected or allowed to remain on any Lot in said Subdivision within 20 feet of the street abutting the front of each Lot or within 5 feet of any sideline of each Lot, within 10 feet of any side street, or within 15 feet of the rear Lot line, or as said setbacks may be shown on the recorded maps of the Subdivision, whichever is the greater amount of setback. Outbuildings other than the primary structure shall meet the zoning ordinance set back requirements as a minimum rear setback. If due to topography, irregular Lot shape or similar factors directly related to other Lots within the Subdivision, the setbacks herein would create a hardship or burden on an owner, upon written application to the Committee, the Committee is authorized to vary said setbacks the minimum amount necessary in order to provide for a suitable and aesthetically pleasing structure on the subject Lot. However, any such variance by the Committee would be subject to prior approval by the Town of Beaufort or other governmental agency having authority over the issuance of building permits and enforcement of Subdivision or zoning setback requirements.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. No house may be occupied unless it has been built substantially in accordance with the approved plans and specifications as approved by the Committee and a certificate of completion has been issued by the appropriate governmental inspector. During all periods of construction, the Lot owner shall be responsible for providing suitable receptacles for debris, trash, building materials, and the like, and shall be responsible for insuring that trash and debris from construction activities does not move to or accumulate on adjoining properties, the Subdivision streets or roads, or common areas. Additionally, each Lot owner shall be responsible for the damages to Subdivision roads, utilities, and vegetation within the common areas, on adjoining Lots, or within the Subdivision roads and utility easements, as may be caused

by the acts or omissions of each Lot owner's contractors, subcontractors, material suppliers, agents or employees.

(c) Each Lot owner shall provide receptacles for garbage and trash in a screened area not generally visible from the road giving access to the premises, and the Declarant and/or Association may require the purchase and use of uniform specified roll-out containers meeting the requirements of the Town of Beaufort or contractor providing trash pickup services. All fuel tanks shall be underground if possible, or otherwise screened, and wood piles shall be enclosed within a fence, wall or plant screen so that the same shall not be visible from any street or residence in the Subdivision. All mailboxes and the house or street numbering system and identification letters shall be uniform as approved and specified by the Architectural Review Committee and Declarant.

(d) Each Lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot and automobiles shall not be parked on the streets within said Subdivision, except for special events approved by the Association.

(e) Each Lot owner may be permitted, if approved by the Architectural Review Committee, the right to build, erect or maintain either a detached garage or one additional detached structure if the garage is attached to the main dwelling. Any detached structure to be used as a cabana or gazebo shall not exceed one story in height, and any detached building used as a garage shall not exceed one and a half stories in height. No detached building shall be used for any activity normally conducted as a business. Any cabana or gazebo shall be so located where the same does not interfere with the view of adjoining Lot owners as determined by the Architectural Control Committee. All detached buildings shall be prohibited from being constructed prior to the construction of the main dwelling, and all detached buildings shall comply with all setback requirements set forth herein for the main dwelling. Every detached building shall be built of the same quality and type of materials and so designed as to be compatible with the main dwelling house located on the same Lot. All detached buildings shall be located no closer to the street on which the Lot fronts than the detached single-family dwelling located thereon.

(f) In order to reduce or cut down on the amount of stormwater run-off of soil and Lot coverings, each Lot owner shall be prohibited from cutting, killing, or otherwise providing for the removal either directly or indirectly of any tree on any Lot within the Subdivision exceeding four inches in diameter except for any tree or

vegetation within the proposed "footprint" of the dwelling or outbuilding to be constructed on the Lot, or suitable safety zone around the same, without the prior written approval of the Architectural Review Committee. The required percentage of natural area under the Town's Ordinances shall be set aside and preserved and each Lot shall comply with the maximum amount of impervious surface required herein. The Architectural Review Committee is authorized to allow the cutting or removal of trees that are diseased or damaged, or constitute a potential damage to structures, automobiles or persons on the subject Lot or adjoined Lots.

"Footprint" as used herein is defined as the specific location on each Lot where the dwelling, outbuilding, driveway, decks, terraces, and utilities systems are proposed to be located. Trees and vegetation within the footprint may be removed so long as the footprint of each Lot is submitted to and approved in advance by the Architectural Control Committee. The Committee shall be guided by the intent of the Declarant herein that existing vegetation outside the footprint be protected.

(g) Clothes lines and television satellite disks exceeding twenty-four (24) inches in diameter are expressly prohibited. Any television satellite disk meeting the requirements of not exceeding 24 inches in diameter shall additionally be installed at a location to the rear of the main dwelling and screened appropriately with fencing or vegetation so that the same may not be seen or observed from the Subdivision street on which the Lot fronts.

(h) The pickup of garbage, trash and refuse shall be in accordance with such rules and regulations as may be established from time to time by the Front Street Village Commons Owners' Association, Inc. and the Town of Beaufort and the Association and/or Town may require the purchase and use of rollout containers.

(i) All driveways leading from the Subdivision road to the dwelling and/or structure located on said Lots shall be paved with concrete or paving brick as approved by the Architectural Review Committee. The paving of driveways with gravel or marl is prohibited unless approved in writing by the Architectural Review Committee, and pervious materials are highly recommended.

(j) No campers, boats, recreational vehicles or commercial trucks shall be parked at any time on any Lot unless the same is

enclosed within a garage or accessory building which has been approved by the Architectural Control Committee.

(k) The only permitted access to each Lot from the Subdivision streets shall be over a driveway constructed over the drainage ditching and swales along the Subdivision roads with conforms to the slope of the existing swale. No Lot owner shall fill in or alter any of the drainage system, ditches or swales of the Subdivision without the written approval of the Declarant.

(l) No wire or chain link fencing is permitted on any Lot or portion thereof. All other fencing materials shall be approved in advance by the Architectural Review Committee before being used or installed, and no fencing of any type shall be erected, placed or allowed to remain on the front Lot line or street side of any Lot unless the location, appearance and type of construction is first approved by the Committee.

(m) Permanent above ground swimming and wading pools are prohibited. Portable "kiddie" pools are permitted.

(n) An elevator located on the exterior of a house and visible from the street or adjoining Lots is prohibited.

(o) Driveway access for Lots 1 and 18 shall be onto East Great Egret Way only and direct access from these Lots to Chadwick Road is prohibited.

Section 4. Nuisances, Inoperable Vehicles, Etc.

(a) No unserviceable motor vehicles, appliances or other assorted junk and useless materials may be kept on any Lot. All Lots shall be maintained free and clear of rubbish and debris.

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No horses, fowl, livestock or other animals shall be allowed on any of the Lots, except that Lot owners actually residing upon their Lots may keep pets which are customarily domesticated, tame and considered house pets such as dogs, cats and birds. Pets will be on a leash and under the owner's control at all times.

(c) All buildings, structures and their appurtenances as well as the landscaping, sodding and appearance of each Lot including vacant Lots shall be maintained in a reasonable state of repair and aesthetically pleasing in appearance without unsightly weeds and similar conditions. In the event of damage to a building or other structure by fire or other casualty, the exterior of a building or structure shall be repaired within six (6) months or the building structure shall be demolished and the premises cleared of debris within six (6) months of the date the damage occurred. In the event a Lot owner fails to comply with the requirements of this paragraph and written notice is given by the Declarant or Board specifying manner of default by the owner and the owner thereafter fails to correct the conditions, the Declarant and Board may cure default by having the conditions corrected and the costs of the same may be assessed as a lien against the Lot and the Lot owner, and the lien may be enforced in the manner as set out in Article V above.

Section 5. Signage and Political Signs. Without the prior written permission of the Architectural Review Committee, no sign of any character shall be displayed on any Lot except for a property identification sign not exceeding two square feet, and "for sale" or "for rent" signs not exceeding three square feet in size each. All signs must be professionally designed and built so that the appearance of signage is uniform. Nothing herein shall prohibit the Declarant from erecting, placing or maintaining such signs as may be deemed necessary or appropriate by the Declarant for carrying out the Declarant's identification and marketing of the Subdivision.

Political signs may be displayed not earlier than 45 days before the day of the election and not more than 7 days after the election for which the signs are directed, and the Association Board may regulate the size and number of such signs that may be placed on an owner's Lot so long as the rules are not more restrictive than the Town of Beaufort's restrictions regarding the size and number of political signs on residential property. The Board shall adhere to the requirements of NCGS 47F-3-121, as amended with regard to such regulations.

Section 6. Subdividing. Except as to any Lot still owned by the Declarant, no Lot shall be further subdivided, or its boundary lines changed, except with the prior written consent of the Declarant. Likewise, no Lot shall be used as a street, road, lane, way or easement over which access may be obtained from a Front Street Village Commons Subdivision Lot to adjacent properties without the specific written consent of the Declarant. In the event the Declarant hereafter

determines it necessary to alter or change any boundary lines or Lot, then a revised plat of said Subdivision or Article thereof subject to the alteration or change shall be recorded, and all such Lots thereon shall be subject to the terms and conditions of these Covenants.

Article 7. Lot Re-combinations. In the event an owner owns two adjoining Lots and builds one residential structure thereon so that an additional primary residential structure may not be constructed thereon, so that the owner effectively combines two Lots into one Lot, then the owner upon application to and approval by the Association Board of Directors, may be permitted to pay dues and assessments for only one Lot. Upon such approval by the Board of Directors, thereafter binding on future boards and the Owner's Association, the Lot owner's vote at any special or annual meeting shall be reduced from one vote per Lot to one total vote, and the minutes, records and membership list of the Association shall be so amended. Any further division of the recombined Lots thereafter or the sale of one or more parts of either Lot for future development will thereafter void such approval and the Board is thereafter authorized to collect dues and assessments for each Lot owned and the vote of the Lot owner shall be restored to one vote per Lot.

Section 8. Stormwater Restrictions on Built-Up Area and Related Restrictions. In order to comply with the rules and regulations of the North Carolina Division of Coastal Management and other state agencies with regard to stormwater runoff and the State Stormwater Management Permit _____ as issued by the Division of Water Quality under NCAC-2H-10005, and to meet the Town of Beaufort's maximum impervious Lot coverage requirements under its ordinances, each owner of a Lot shall be restricted to clearing, constructing and using as "built-upon" area not more than 2300 square feet of impervious coverage of each Lot within its boundaries as herein specified, inclusive of that portion of the right-of-way between the front Lot line and the edge of the pavement, including structures, pavement (asphalt, concrete, gravel, brick, stone, slate and coquina) but not including raised, open wood decking or the water surface of swimming pools. "Built-upon area" is defined as that portion of a residential Lot that is covered with impervious or partially pervious cover including buildings, pavement, recreation facilities, etc., but not including decking. 2300 Square feet per Lot shall be the maximum built-upon area allocated to each Lot in the subdivision and built-upon area in excess of the permitted amount will require a permit modification.

For those Lots within CAMA's Area of Environmental Concern, where DCM calculates a different maximum Lot built-upon area, the governing Lot BUA shall be more restrictive of the two numbers.

All runoff from built-upon areas on the Lot must drain into the permitted system either through roof drain gutters draining to the street, grading the Lot to drain toward the street or directly into the perimeter swales and directing them into the street.

The State of North Carolina and the Town of Beaufort are third party beneficiaries to the provisions of this paragraph and may enforce the same through proceedings, in law or in equity.

The filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Subdivision except for average driveway crossings, is strictly prohibited by any owner, Declarant or third-party person, firm or corporation.

Section 9. Compliance with Environmental Regulations.

The stormwater detention swales, drainage facilities, roads, utilities, Areas of Environmental Concern, common areas and other properties within the Subdivision shall be maintained at all times in a manner consistent with all town, state and federal agencies, and the State of North Carolina and the Town of Beaufort shall have standing to enforce the provisions of these Covenants with regard thereto. Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in Chapter 143, Article 21, North Carolina General Statutes. Alteration of the drainage as shown on the approved plans may not be undertaken without the concurrence of the Division of Water Quality.

Section 10. Wetlands. Declarant has caused to be shown and delineated on a wetlands survey plat (herein wetlands survey) all wetland areas. All of the Properties subject to this Declaration shall also be subject to the special provisions herein relating to wetlands. Declarant shall have the authority and right to restrict and prohibit any future filing or other detrimental activities in the wetland areas which presently exist within the identified areas of the Property. Accordingly, all wetlands shown and delineated on the wetlands survey shall be maintained in perpetuity in their natural or mitigated condition unless written permission or consent is secured from Federal and/or State Agencies. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove, or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such conservation area, except with prior written consent. Benign structures, such as pile-supported walkways, may be permissible only

after reviewed and written consent is provided by the U.S. Army Corps of Engineers. This covenant may be enforced by both the State of North Carolina and the United States of America. These covenants and conditions are to run with the Property and shall be binding on the Declarant and all future owners of Lots and all parties claiming thereunder.

This Article shall not be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

Section 11. Rentals. Only long-term rentals for periods of not less than 7 continuous days of Lots and houses thereon shall be allowed. Rentals for periods less than 7 days duration is prohibited.

Section 12. Vehicle Use. The Association may regulate the type of vehicles that are used on the Subdivision's streets. Dirt bikes, mo-peds and go-carts are prohibited. All golf carts must be driven by a licensed driver.

Article VII - Easements

Section 1. Utility Easements. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right-of-way on, over, under, through and upon the ground with men and equipment to erect, maintain, and inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water and community utilities or conveniences in and over the front fifteen feet of each Lot and five feet along one side line of each Lot and such other areas as may be shown on the recorded map of the Subdivision, together with the right to cut drainways for surface water whenever action may appear to the Declarant to be necessary in or to maintain reasonable standards of health, safety and appearance. These easements and rights-of-way expressly include the right to cut trees, bushes or shrubbery, grading of the soil, or to take similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to assign said easements to one or more public or private water and/or sewer utility companies for service to each Lot in the future.

Section 2. Street Lighting. The Declarant reserves the right to subject the real property in this Subdivision to a contract with Duke Progress or such other utility company serving the property for the

installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to the applicable electrical utility company by the owner of each lot or the Association.

Section 3. Drainage Easements. Each Lot owner shall keep free and clear any and all drainage easements shown on the recorded map of the Subdivision, and each owner shall in no way obstruct, block or impede the flow of water through said drainage easements. In the event any Lot owner should obstruct, block or impede the flow of water through said drainage easements or allow said obstruction or blockage to remain so as to impede the flow of water, then the Declarant, Association of property owners, or one or other property owners within the Subdivision shall have the right to clear said drainage easements and to recover from the party responsible the cost of said clearing if said obstruction or blockage were the results of deliberate acts or negligence of the responsible party. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the North Carolina Division of Water Quality.

Section 4. Subdivision Identification Signs. The Declarant reserves the right to place gates, signs, fencing, brick or stucco walls, or other appropriate structures identifying Front Street Village Commons Subdivision on Lots 1 or 18 of the subdivision as well as one or more Lots adjacent to or in close proximity to the intersection of the entrance road so as to identify said Subdivision and to protect the privacy and well-being of owners and residents. In the event any part of the walls, fencing or structures encroach onto any Lot, said encroachment may continue and the Declarant reserves the right to go on, over, under, through and upon the ground of such portion of the Lots as may be necessary in order to make repairs or alterations to said walls and signs.

Section 5. Stormwater Swales and Drainage Easements. The recorded plat indicates stormwater swales, open spaces and drainage easements for the movement of stormwater. These facilities are privately dedicated to the owners of Lots within the subdivision for the placement and drainage of stormwater and it shall be the responsibility of the Association to maintain the drainage facilities, to clean out the same from time to time, to provide for and pay utility costs associated with operation of the same, and to assume all costs of operation and management of the same. The Association shall be obligated to establish a time schedule for permanent maintenance of the pond and drainage facilities in accordance with State of North Carolina and Town regulations, and to submit reports as required for management and operation of the same. Declarant at such time as management of the

Association is turned over to the membership will transfer and convey said easements and areas to the Association.

Article IX - Covenants Run With the Land
Rights of the State of North Carolina and
Town of Beaufort

These Covenants and restrictions shall run with the land and inure to the benefit of the Lot owners for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter, said Covenants shall be automatically renewed and extended for successive periods of ten (10) years each. These Covenants and restrictions may be amended by an instrument executed by owners of Lots equaling or exceeding two-thirds of the Lots within said Subdivision. Any amendment adopted pursuant to this Article must be properly recorded.

The State of North Carolina and the Town of Beaufort are made beneficiaries of these covenants to the extent necessary to maintain compliance with the stormwater maintenance permits issued in conjunction with this subdivision. The Covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality, and the Town of Beaufort.

Article X - Violations

In the event of a violation or breach of any of these Covenants by any Lot owner or other person, the Declarant, Owners' Association or any one or more owners of Lots in the Subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions set forth herein and to prevent the violation or breach of these Covenants, and to recover damages as compensation for a breach or violation of these Covenants. Any failure to enforce any right, reservation, or conditions contained in these Covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

Article XI - Invalidation

The invalidation by a court or other public agency of any of the provisions of these Covenants shall not in any way affect any of the remaining provisions, and the same shall remain in full force and effect.

Article XII - Initial By-Laws of
Front Street Village Commons Owners Association, Inc.

The initial by-laws adopted by the Board of Directors of said Association are set forth on Exhibit A to these Restrictive Covenants. All owners of Lots and the guests, families and invitees of regular members, shall be bound by and fully comply with the by-laws of said Association as well as the Articles of Incorporation of said Association attached as exhibit B. The Association shall have the authority to adopt amendments to the by-laws governing the business and affairs of the Association from time to time in the manner and procedures prescribed by the by-laws and Articles of Incorporation. The by-laws set forth the organization of the Board of Directors and officers, the time and manner of meetings of the Association, quorum and voting procedures, and other rights, powers, responsibilities, duties and obligations of the officers, directors and members of the Association.

The Association shall further have the authority to adopt from time-to-time rules and regulations regarding the duties and responsibilities of the Association and its individual members with regard to the use, enjoyment, maintenance, ownership, upkeep and maintenance of Association properties and the purposes of the Association.

In witness whereof, the Declarant has executed this instrument on the day and year first above written.

FRONT STREET VILLAGE, LLC

By: _____

Member Manager

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, _____ a Notary Public, in and for said County and state, do hereby certify that _____ Member Manager for Front Street Village, LLC, personally appeared before me this day and acknowledge the due execution of the foregoing instrument for and

on behalf of Front Street Village, LLC and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the limited liability company.

Witness my hand and official seal or stamp this the ___ day of June _____, 2021.

Notary public

My commission expires: _____

Prepared by Richard L. Stanley, Attorney at Law, P.O. Box 150, Beaufort, North Carolina 28516



Town of Beaufort, NC

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**Town of Beaufort Board of Commissioners Worksession Meeting
4:00 PM Monday, September 27, 2021 – Zoom meeting due to Covid-19**

AGENDA CATEGORY: Items for Discussion and Consideration

SUBJECT: Financial Notes

BRIEF SUMMARY:

- Tax balances remaining are listed for July and August.

July		
Tax Year	Balance Remaining	Collection Rate to Date
2014	\$2,076	99.92%
2015	\$6,431	99.75%
2016	\$14,636	99.44%
2017	\$19,418	99.34%
2018	\$23,120	99.29%
2019	\$49,906	98.70%
2020	\$87,264	98.18%
2021	\$4,916,607	0.00%
August		
Tax Year	Balance Remaining	Collection Rate to Date
2014	\$1,748	99.93%
2015	\$5,380	99.79%
2016	\$14,532	99.45%
2017	\$18,936	99.36%
2018	\$20,658	99.37%
2019	\$43,676	98.86%
2020	\$77,076	98.39%
2021	\$4,262,814	12.96%

- Sales and Use tax distribution for September is \$250,815 (June sales)

REQUESTED ACTION:

No action requested/ review

EXPECTED LENGTH OF PRESENTATION: 5 minutes

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

Statement of Revenue and Expenditures - Operating

Revenue Account Range: First to Last

Include Non-Anticipated: Yes

Year To Date As Of: 08/31/21

Expend Account Range: First to Last

Include Non-Budget: No

Current Period: 08/01/21 to 08/31/21

Print Zero YTD Activity: No

Prior Year: 08/01/20 to 08/31/20

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
10-301-0000	AD VALOREM TAX - CURRENT YEAR	\$4,708,340.17	\$4,835,580.00	\$0.00	\$0.00	-\$4,835,580.00	0%
10-301-0001	AD VALOREM TAX PRIOR YEAR	\$76,907.28	\$70,000.00	\$0.00	\$0.00	-\$70,000.00	0%
10-301-0002	PENALTIES AND INTEREST	\$21,993.56	\$10,000.00	\$0.00	\$0.00	-\$10,000.00	0%
10-301-0004	MOTOR VEHICLE TAX	\$215,678.89	\$200,000.00	\$0.00	\$0.00	-\$200,000.00	0%
10-301-0006	PAYMENT IN LIEU OF TAXES	\$5,903.86	\$6,000.00	\$0.00	\$0.00	-\$6,000.00	0%
10-303-0001	LOCAL OPTION SALES TAX	\$2,188,413.71	\$1,742,200.00	\$0.00	\$0.00	-\$1,742,200.00	0%
10-303-0002	UTILITIES FRANCHISE TAX	\$380,180.52	\$380,000.00	\$0.00	\$0.00	-\$380,000.00	0%
10-303-0003	BEER AND WINE TAX	\$17,879.79	\$18,200.00	\$0.00	\$0.00	-\$18,200.00	0%
10-303-0004	POWELL BILL	\$113,553.99	\$120,000.00	\$0.00	\$0.00	-\$120,000.00	0%
10-303-0012	GRANT FROM NC NATURAL & CULTURAL RES.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-303-0014	FEMA MITIGATION GRANT	\$0.00	\$84,650.00	\$0.00	\$0.00	-\$84,650.00	0%
10-303-0015	FEMA HURRICANE REIMBURSEMENT	\$88,591.02	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-303-0016	GRANTS - SRO, CAD, School Safety	\$66,494.93	\$230,000.00	\$21,150.00	\$21,649.98	-\$208,350.02	9%
10-303-0019	CARES RELIEF FUNDS	\$94,768.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-304-0001	COUNTY ABC PROFIT DISTRIBUTION	\$185,300.00	\$171,700.00	\$0.00	\$0.00	-\$171,700.00	0%
10-304-0002	FIRE DISTRICT AD VALOREM TAX	\$334,081.08	\$800,105.00	\$0.00	\$50,015.83	-\$750,089.17	6%
10-304-0003	FIRE DISTRICT SALES TAX	\$105,000.00	\$130,000.00	\$0.00	\$10,833.33	-\$119,166.67	8%
10-304-0004	HARLOWE DIST AD VALOREM TAX	\$68,093.40	\$67,954.00	\$0.00	\$5,674.58	-\$62,279.42	8%
10-304-0005	HARLOWE FIRE DISTRCIT SALES TAX	\$20,032.44	\$20,033.00	\$0.00	\$1,669.33	-\$18,363.67	8%
10-304-0020	MISC REVENUE-FIRE DEPARTMENT	\$2,001.00	\$0.00	\$100.00	\$200.00	\$200.00	0%
10-305-0001	SOLID WASTE USER FEE (RES)	\$556,677.80	\$576,100.00	\$48,943.36	\$97,790.99	-\$478,309.01	17%
10-305-0002	SOLID WASTE USER FEES (COMM)	\$13,200.21	\$13,770.00	\$1,146.96	\$2,293.92	-\$11,476.08	17%
10-305-0003	STORMWATER RESIDENTIAL	\$141,739.95	\$136,000.00	\$0.00	\$0.00	-\$136,000.00	0%
10-305-0004	SOLID WASTE USER FEE -WBD	\$33,562.33	\$35,700.00	\$3,119.60	\$6,174.87	-\$29,525.13	17%
10-305-0005	BUILDING PERMITS	\$316,037.22	\$180,000.00	\$22,274.83	\$39,790.50	-\$140,209.50	22%

Statement of Revenue and Expenditures - Operating

<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>Excess/Deficit</i>	<i>% Real</i>
10-305-0006	PARKING METER	\$90,710.39	\$180,000.00	\$2,034.35	\$61,213.92	-\$118,786.08	34%
10-305-0007	PARKING VIOLATIONS/PENALTIES	\$4,135.95	\$20,000.00	\$1,580.00	\$3,364.00	-\$16,636.00	17%
10-305-0008	COURT COSTS, FEES, CHARGES	\$843.00	\$750.00	\$349.50	\$435.00	-\$315.00	58%
10-305-0009	ROAD RACE REGISTRATION	\$0.00	\$2,500.00	\$0.00	\$0.00	-\$2,500.00	0%
10-305-0011	SPECIAL EVENT FEES	\$4,450.00	\$0.00	\$0.00	\$350.00	\$350.00	0%
10-305-0012	SPECIAL EVENT PARKING FEES	\$1,350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-305-0013	TRAIN DEPOT RENTAL	\$10.00	\$0.00	\$65.00	\$80.00	\$80.00	0%
10-306-0001	PROPERTY LEASES	\$225,536.98	\$228,490.00	\$33,369.88	\$50,054.82	-\$178,435.18	22%
10-306-0002	ANTENNA CONTRACT REVENUE	\$68,876.90	\$69,900.00	\$44,105.37	\$44,105.37	-\$25,794.63	63%
10-306-0003	CEMETERY LOT SALES	\$6,057.12	\$3,500.00	\$50.00	\$1,550.00	-\$1,950.00	44%
10-306-0005	SALE OF PROPERTY	\$13,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-306-0006	SALE OF SURPLUS PROPERTY	\$2,915.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-306-0010	SURETY BOND	-\$7,840.00	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	0%
10-307-0001	INVESTMENT EARNINGS	\$3,606.52	\$10,000.00	\$0.00	\$147.66	-\$9,852.34	1%
10-307-0002	MISCELLANEOUS REVENUE	\$27,133.94	\$2,700.00	\$1,395.00	\$2,455.00	-\$245.00	91%
10-307-0003	MISCELLANEOUS REVENUE - PD	\$4,395.00	\$0.00	\$2,204.00	\$2,904.00	\$2,904.00	0%
10-307-0007	PROCEEDS FROM LOAN	\$0.00	\$360,000.00	\$0.00	\$0.00	-\$360,000.00	0%
10-307-0008	REIMBURSEMENT FROM INSURANCE	\$2,817.34	\$0.00	\$0.00	\$250.00	\$250.00	0%
10-307-0009	APPROPRIATED FUND BALANCE	\$0.00	\$272,940.00	\$0.00	\$0.00	-\$272,940.00	0%
10-307-0010	UTILITY FUND ADMIN EXPENSE ALLOCATION	\$600,000.00	\$624,000.00	\$0.00	\$0.00	-\$624,000.00	0%
10-329-0065	TRANSFER FROM CRF	\$0.00	\$207,000.00	\$0.00	\$0.00	-\$207,000.00	0%
10-900-9000	cancel revenue	\$174.08	\$0.00	\$0.00	\$0.00	\$0.00	0%
General Fund Revenue Total		\$10,803,203.37	\$11,809,772.00	\$184,887.85	\$406,003.10	-\$11,403,768.90	3%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-410-0000	GOVERNING BODY:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-410-0200	SALARIES AND WAGES	\$47,226.00	\$48,170.52	\$4,014.21	\$8,028.42	\$0.00	\$40,142.10	17%
10-410-0500	FICA	\$3,612.48	80 \$3,853.64	\$307.07	\$614.14	\$0.00	\$3,239.50	16%

Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-410-0800	WORKERS COMPENSATION	\$142.00	\$152.08	\$0.00	\$142.00	\$0.00	\$10.08	93%
10-410-1130	POSTAGE	\$32.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-410-1140	PUBLIC NOTICES/ADVERTISING	\$5,069.93	\$4,590.00	\$0.00	\$0.00	\$0.00	\$4,590.00	0%
10-410-1141	NEWSLETTER	\$4,061.99	\$4,080.00	\$360.83	\$707.33	\$0.00	\$3,372.67	17%
10-410-1210	OFFICE SUPPLIES	\$105.06	\$1,020.00	\$5.20	\$5.20	\$0.00	\$1,014.80	1%
10-410-1250	DUES & SUBSCRIPTIONS	\$9,978.71	\$11,526.00	\$220.00	\$8,093.00	\$14.99	\$3,418.01	70%
10-410-1430	TRAINING- REGISTRATION & CLASS MAT	\$8,291.25	\$5,100.00	\$100.00	\$100.00	\$0.00	\$5,000.00	2%
10-410-1431	TRAVEL MILEAGE	\$0.00	\$765.00	\$0.00	\$0.00	\$0.00	\$765.00	0%
10-410-1432	MEALS	\$0.00	\$1,530.00	\$0.00	\$0.00	\$0.00	\$1,530.00	0%
10-410-1433	LODGING	\$0.00	\$2,040.00	\$0.00	\$0.00	\$0.00	\$2,040.00	0%
10-410-4520	CODIFICATION	\$2,773.92	\$2,550.00	\$0.00	\$0.00	\$0.00	\$2,550.00	0%
10-410-5400	INSURANCE	\$3,500.00	\$5,292.00	\$0.00	\$0.00	\$0.00	\$5,292.00	0%
10-410-5720	ELECTIONS	\$0.00	\$7,057.00	\$0.00	\$0.00	\$0.00	\$7,057.00	0%
	DEPARTMENT 410 Total	\$84,794.04	\$97,726.24	\$5,007.31	\$17,690.09	\$14.99	\$80,021.16	18%
10-420-0000	ADMINISTRATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-420-0200	SALARIES AND WAGES	\$262,517.14	\$358,232.00	\$32,636.95	\$64,345.37	\$0.00	\$293,886.63	18%
10-420-0500	FICA EXPENSE	\$19,784.56	\$28,659.00	\$2,421.50	\$4,763.27	\$0.00	\$23,895.73	17%
10-420-0600	GROUP INSURANCE EXPENSE	\$19,919.46	\$29,587.00	\$1,757.58	\$3,516.74	\$0.00	\$26,070.26	12%
10-420-0700	RETIREMENT EXPENSE	\$40,384.81	\$58,786.00	\$3,551.48	\$8,734.32	\$0.00	\$50,051.68	15%
10-420-0800	WORKERS COMPENSATION	\$1,804.30	\$2,301.00	\$0.00	\$2,147.00	\$0.00	\$154.00	93%
10-420-0900	UNEMPLOYMENT INSURANCE EXPENSE	\$7,137.71	\$7,140.00	\$0.00	\$0.00	\$0.00	\$7,140.00	0%
10-420-1110	TELEPHONE	\$4,618.66	\$7,524.00	\$827.81	\$827.81	\$76.30	\$6,619.89	12%
10-420-1120	INTERNET/CABLE	\$6,883.46	\$7,038.00	\$570.44	\$570.44	\$0.00	\$6,467.56	8%
10-420-1130	POSTAGE	\$2,810.49	\$3,060.00	\$442.29	\$442.29	\$39.51	\$2,578.20	16%
10-420-1210	OFFICE SUPPLIES	\$13,621.62	\$15,435.00	\$1,492.24	\$1,492.24	\$2,630.20	\$11,312.56	27%
10-420-1220	OFFICE EQUIPMENT (NON-CAPITAL)	\$0.00	\$5,561.00	\$0.00	\$0.00	\$0.00	\$5,561.00	0%
10-420-1221	OFFICE EQUIPMENT LEASES	\$5,827.00	\$7,956.00	\$457.54	\$1,363.06	\$0.00	\$6,592.94	17%
10-420-1230	OFFICE CONTRACT SERVICES	\$4,909.45	\$6,120.00	\$527.34	\$527.34	\$733.00	\$4,859.66	21%

TOWN OF BEAUFORT

9/20/2021

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Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-420-1250	DUES AND SUBSCRIPTIONS	\$2,611.44	\$4,400.00	\$14.99	\$34.99	\$0.00	\$4,365.01	1%
10-420-1310	ELECTRIC	\$12,252.38	\$17,136.00	\$1,356.57	\$2,404.13	\$1,356.57	\$13,375.30	22%
10-420-1330	WATER/SEWER/SOLID WASTE	\$1,921.43	\$3,264.00	\$552.61	\$552.61	\$0.00	\$2,711.39	17%
10-420-1430	TRAINING-REGISTRATION & CLASS MAT'	\$3,089.62	\$5,210.00	\$200.00	\$200.00	\$0.00	\$5,010.00	4%
10-420-1431	TRAVEL MILEAGE	\$0.00	\$2,470.00	\$0.00	\$0.00	\$0.00	\$2,470.00	0%
10-420-1432	MEALS	\$0.00	\$1,465.00	\$0.00	\$0.00	\$0.00	\$1,465.00	0%
10-420-1433	LODGING	\$0.00	\$4,750.00	\$0.00	\$0.00	\$0.00	\$4,750.00	0%
10-420-1630	EQUIPMENT MAINT. & REPAIRS	\$0.00	\$102.00	\$0.00	\$0.00	\$0.00	\$102.00	0%
10-420-5400	INSURANCE	\$51,302.60	\$59,988.00	\$0.00	\$59,987.60	\$0.00	\$0.40	100%
	DEPARTMENT 420 Total	\$461,396.13	\$636,184.00	\$46,809.34	\$151,909.21	\$4,835.58	\$479,439.21	25%
10-430-0000	FINANCE:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-430-0200	SALARIES AND WAGES	\$259,623.71	\$275,264.00	\$21,095.70	\$48,475.47	\$0.00	\$226,788.53	18%
10-430-0201	OVERTIME	\$7.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-430-0500	FICA EXPENSE	\$18,549.11	\$22,023.00	\$1,507.38	\$3,485.10	\$0.00	\$18,537.90	16%
10-430-0600	GROUP INSURANCE EXPENSE	\$32,055.81	\$36,983.00	\$2,345.38	\$4,693.92	\$0.00	\$32,289.08	13%
10-430-0700	RETIREMENT EXPENSE	\$39,292.98	\$45,176.00	\$3,456.86	\$7,949.88	\$0.00	\$37,226.12	18%
10-430-0800	WORKERS COMPENSATION	\$1,210.00	\$1,173.00	\$0.00	\$1,210.00	\$0.00	-\$37.00	103%
10-430-1230	OFFICE CONTRACT SERVICES	\$29,028.50	\$29,580.00	\$0.00	\$823.00	\$959.00	\$27,798.00	6%
10-430-1250	DUES & SUBSCRIPTIONS	\$226.84	\$408.00	\$0.00	\$0.00	\$0.00	\$408.00	0%
10-430-1430	TRAINING-REGISTRATION & CLASS MATE	\$3,625.00	\$2,040.00	\$0.00	\$0.00	\$0.00	\$2,040.00	0%
10-430-1431	TRAVEL MILEAGE	\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$1,020.00	0%
10-430-1432	MEALS	\$0.00	\$612.00	\$0.00	\$0.00	\$0.00	\$612.00	0%
10-430-1433	LODGING	\$0.00	\$1,938.00	\$0.00	\$0.00	\$0.00	\$1,938.00	0%
10-430-1630	EQUIPMENT MAINT & REPAIRS	\$0.00	\$510.00	\$0.00	\$0.00	\$0.00	\$510.00	0%
10-430-4510	PROFESSIONAL SERVICES	\$18,954.20	\$20,400.00	\$4,100.00	\$4,100.00	\$4,100.00	\$12,200.00	40%
10-430-4520	TAX COLLECTION ADMIN EXPENSE PROP.	\$98,659.86	\$96,925.00	\$0.00	\$0.00	\$0.00	\$96,925.00	0%
10-430-4525	TAX COLLECTION ADMIN EXPENSE MVT	\$11,445.01	\$10,800.00	\$0.00	\$0.00	\$0.00	\$10,800.00	0%
	DEPARTMENT 430 Total	\$512,678.85	\$44,852.00	\$32,505.32	\$70,737.37	\$5,059.00	\$469,055.63	14%

TOWN OF BEAUFORT

9/20/2021

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Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-450-0000	PARKING DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-450-0200	SALARIES AND WAGES	\$17,313.89	\$37,467.00	\$6,543.50	\$16,713.50	\$0.00	\$20,753.50	45%
10-450-0201	OVERTIME	\$498.75	\$2,080.00	\$99.75	\$698.25	\$0.00	\$1,381.75	34%
10-450-0205	OTHER SALARIES - PART TIME	\$0.00	\$14,085.00	\$0.00	\$0.00	\$0.00	\$14,085.00	0%
10-450-0500	FICA EXPENSE	\$1,095.49	\$4,314.00	\$508.24	\$1,332.06	\$0.00	\$2,981.94	31%
10-450-0600	GROUP INSURANCE	\$1,171.44	\$7,397.00	\$0.00	\$0.00	\$0.00	\$7,397.00	0%
10-450-0700	RETIREMENT EXPENSE	\$1,109.73	\$6,503.00	\$0.00	\$0.00	\$0.00	\$6,503.00	0%
10-450-0800	WORKERS COMPENSATION	\$1,343.00	\$1,439.00	\$0.00	\$1,343.00	\$0.00	\$96.00	93%
10-450-1210	OFFICE SUPPLIES	\$1,115.47	\$2,040.00	\$0.00	\$180.00	\$0.00	\$1,860.00	9%
10-450-1230	OFFICE CONTRACT SERVICES - SOFTWARE	\$10,944.00	\$12,387.00	\$912.00	\$1,824.00	\$0.00	\$10,563.00	15%
10-450-1430	TRAINING -REGISTRATION AND CLASS MAT'L	\$0.00	\$1,071.00	\$0.00	\$0.00	\$0.00	\$1,071.00	0%
10-450-1431	TRAVEL MILEAGE	\$0.00	\$408.00	\$0.00	\$0.00	\$0.00	\$408.00	0%
10-450-1432	MEALS	\$0.00	\$306.00	\$0.00	\$0.00	\$0.00	\$306.00	0%
10-450-1433	LODGING	\$0.00	\$816.00	\$0.00	\$0.00	\$0.00	\$816.00	0%
10-450-1620	EQUIPMENT RENTAL - HANDHELDS	\$440.00	\$1,734.00	\$440.00	\$880.00	\$0.00	\$854.00	51%
10-450-1630	EQUIPMENT MAINTENANCE AND REPAIRS	\$2,111.15	\$3,060.00	\$1,393.49	\$1,410.48	\$0.00	\$1,649.52	46%
10-450-3901	PARKING METER CREDIT CARD PROCESSING	\$2,132.77	\$22,440.00	-\$5.60	\$8,809.88	\$275.25	\$13,354.87	40%
10-450-3902	COLLECTION FEES	\$0.00	\$2,040.00	\$119.34	\$215.94	\$0.00	\$1,824.06	11%
10-450-4550	CONTRACT SERVICES	\$0.00	\$3,060.00	\$0.00	\$0.00	\$0.00	\$3,060.00	0%
10-450-5730	CONTINGENCY	\$0.00	\$13,260.00	\$0.00	\$0.00	\$0.00	\$13,260.00	0%
10-450-8010	DEBT SERVICE - PRINCIPAL	\$7,640.04	\$8,192.64	\$0.00	\$0.00	\$0.00	\$8,192.64	0%
10-450-8011	DEBT SERVICE - INTEREST	\$1,163.32	\$610.68	\$0.00	\$0.00	\$0.00	\$610.68	0%
	DEPARTMENT 450 Total	\$48,079.05	\$144,710.32	\$10,010.72	\$33,407.11	\$275.25	\$111,027.96	23%
10-510-0000	POLICE DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-510-0200	SALARIES AND WAGES	\$1,031,915.43	\$1,071,758.00	\$76,473.40	\$187,858.26	\$0.00	\$883,899.74	18%
10-510-0201	OVERTIME	\$26,948.12	\$30,600.00	\$3,032.02	\$5,498.67	\$0.00	\$25,101.33	18%
10-510-0203	SEPARATION PAY	\$42,342.40	\$41,400.00	\$3,567.22	\$8,918.05	\$0.00	\$32,481.95	22%
10-510-0205	OTHER SALARIES-PARTTIME	\$2,926.23	\$16,830.00	\$112.74	\$306.69	\$0.00	\$16,523.31	2%

TOWN OF BEAUFORT

9/20/2021

Statement of Revenue and Expenditures - Operating

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<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-510-0500	FICA EXPENSE	\$81,293.46	\$92,944.00	\$6,147.55	\$15,059.08	\$0.00	\$77,884.92	16%
10-510-0600	GROUP INSURANCE EXPENSE	\$130,043.91	\$140,537.00	\$10,260.33	\$20,248.27	\$0.00	\$120,288.73	14%
10-510-0700	RETIREMENT EXPENSE	\$165,591.85	\$187,609.00	\$13,487.30	\$32,793.48	\$0.00	\$154,815.52	17%
10-510-0800	WORKERS COMPENSATION	\$41,466.72	\$42,776.00	\$0.00	\$43,000.00	\$0.00	-\$224.00	101%
10-510-1110	TELEPHONE	\$3,901.26	\$6,500.00	\$708.34	\$708.34	\$96.01	\$5,695.65	12%
10-510-1111	TELEPHONE-CELLULAR	\$9,846.76	\$11,300.00	\$848.97	\$848.97	\$0.00	\$10,451.03	8%
10-510-1120	INTERNET/CABLE	\$5,305.66	\$6,200.00	\$465.50	\$465.50	\$0.00	\$5,734.50	8%
10-510-1130	POSTAGE	\$603.15	\$750.00	\$29.97	\$29.97	\$0.00	\$720.03	4%
10-510-1210	OFFICE SUPPLIES	\$3,232.59	\$2,500.00	\$218.99	\$218.99	\$162.86	\$2,118.15	15%
10-510-1220	OFFICE EQUIPMENT (NON-CAPITAL)	\$1,424.99	\$2,000.00	\$580.68	\$580.68	\$0.00	\$1,419.32	29%
10-510-1221	OFFICE EQUIPMENT LEASES	\$5,706.55	\$4,200.00	\$354.03	\$1,052.53	\$0.00	\$3,147.47	25%
10-510-1230	OFFICE CONTRACT SERVICES	\$31,734.72	\$31,870.00	\$2,300.27	\$13,674.27	\$0.00	\$18,195.73	43%
10-510-1250	DUES AND SUBSCRIPTIONS	\$801.31	\$2,500.00	\$36.25	\$36.25	\$0.00	\$2,463.75	1%
10-510-1260	MISC. ADMIN. EXPENSE	\$20.50	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-510-1310	ELECTRIC	\$6,730.00	\$6,300.00	\$597.03	\$1,224.92	\$597.03	\$4,478.05	29%
10-510-1330	WATER/SEWER/SOLID WASTE	\$3,353.36	\$3,500.00	\$245.62	\$245.62	\$0.00	\$3,254.38	7%
10-510-1420	OSHA/SAFETY COMPLIANE	\$625.02	\$1,336.00	\$0.00	\$0.00	\$0.00	\$1,336.00	0%
10-510-1430	TRAINING- REGISTRATION &CLASS MAT'	\$5,451.75	\$12,000.00	\$0.00	\$0.00	\$25.00	\$11,975.00	0%
10-510-1431	TRAVEL MILEAGE	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-510-1432	MEALS	\$2,091.37	\$3,500.00	\$143.55	\$143.55	\$337.29	\$3,019.16	14%
10-510-1433	LODGING	\$2,026.07	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%
10-510-1440	UNIFORMS	\$7,624.90	\$15,000.00	\$219.28	\$4,456.23	\$672.00	\$9,871.77	34%
10-510-1451	EMPLOYEE WELLNESS	\$9,499.00	\$11,800.00	\$473.00	\$1,909.00	\$0.00	\$9,891.00	16%
10-510-1610	NON-CAPITAL EQUIPMENT PURCHASE	\$70,366.46	\$25,000.00	\$8,269.82	\$9,764.82	\$0.00	\$15,235.18	39%
10-510-1630	EQUIPMENT MAINT. & REPAIRS	\$6,054.69	\$4,000.00	\$223.42	\$280.23	\$0.00	\$3,719.77	7%
10-510-1710	AUTO FUEL	\$24,497.75	\$37,000.00	\$2,677.51	\$5,150.36	\$0.00	\$31,849.64	14%
10-510-1730	VEHICLE MAINT. & REPAIRS	\$8,737.26	\$15,000.00	\$1,186.83	\$2,013.84	\$0.00	\$12,986.16	13%
10-510-3310	DEPARTMENT SUPPLIES & MATERIALS	\$8,169.99	\$15,000.00	\$1,607.78	\$1,835.73	\$8,455.42	\$4,708.85	69%

TOWN OF BEAUFORT

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Statement of Revenue and Expenditures - Operating

7. PM

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-510-4510	PROFESSIONAL SERVICES	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-510-4560	ABANDONED AND DERELICT VESSEL REMOVA	\$4,380.15	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	0%
10-510-4570	MARINE OPERATIONS	\$2,016.96	\$4,000.00	\$508.75	\$508.75	\$569.30	\$2,921.95	27%
10-510-5400	INSURANCE AND BONDS	\$25,136.27	\$26,438.00	\$0.00	\$26,438.00	\$0.00	\$0.00	100%
10-510-5791	CRIMINAL INVESTIGATION	\$3,516.70	\$10,000.00	\$344.80	\$344.80	\$0.00	\$9,655.20	3%
10-510-5793	CRIME PREVENTION	\$2,012.39	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%
10-510-7430	CAPITAL OUTLAY - VEHICLES	\$127,728.78	\$51,500.00	\$0.00	\$0.00	\$51,354.52	\$145.48	100%
10-510-8010	DEBT SERVICE - PRINCIPAL	\$16,594.00	\$16,594.37	\$0.00	\$0.00	\$16,594.00	\$0.37	100%
10-510-8011	DEBT SERVICE - INTEREST	\$662.25	\$626.11	\$0.00	\$0.00	\$662.25	-\$36.14	106%
10-510-9020	GRANT EXPENDITURES	\$43,350.44	\$180,000.00	\$0.00	\$10,575.00	\$0.00	\$169,425.00	6%
	DEPARTMENT 510 Total	\$1,965,731.17	\$2,154,868.48	\$135,120.95	\$396,188.85	\$79,525.68	\$1,679,153.95	22%
10-531-0000	FIRE DEPARTMENT:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-531-0200	SALARIES & WAGES	\$924,032.70	\$965,079.91	\$75,133.63	\$182,909.56	\$0.00	\$782,170.35	19%
10-531-0201	OVERTIME	\$18,995.77	\$36,553.13	\$2,612.59	\$5,765.41	\$0.00	\$30,787.72	16%
10-531-0205	SALARIES-PARTIME/PRN	\$40,501.83	\$43,942.00	\$2,696.05	\$4,065.07	\$0.00	\$39,876.93	9%
10-531-0500	FICA EXPENSE	\$72,701.06	\$83,664.41	\$5,941.75	\$14,320.46	\$0.00	\$69,343.95	17%
10-531-0600	GROUP INSURANCE	\$117,239.19	\$132,670.00	\$9,991.95	\$19,977.09	\$0.00	\$112,692.91	15%
10-531-0700	RETIREMENT EXPENSE	\$141,917.89	\$164,505.54	\$12,731.93	\$30,909.05	\$0.00	\$133,596.49	19%
10-531-0701	FIREMAN'S PENSION FUND	\$1,920.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$2,160.00	0%
10-531-0800	WORKERS COMPENSATION	\$50,946.00	\$54,650.00	\$0.00	\$54,500.00	\$0.00	\$150.00	100%
10-531-1110	TELEPHONE	\$4,741.50	\$7,440.00	\$672.98	\$672.98	\$126.61	\$6,640.41	11%
10-531-1111	TELEPHONE- CELLULAR	\$1,480.39	\$2,550.00	\$114.03	\$114.03	\$0.00	\$2,435.97	4%
10-531-1120	INTERNET/CABLE	\$4,214.49	\$4,508.00	\$399.88	\$399.88	\$0.00	\$4,108.12	9%
10-531-1130	POSTAGE	\$101.60	\$204.00	\$0.00	\$0.00	\$11.15	\$192.85	5%
10-531-1210	OFFICE SUPPLIES	\$667.91	\$1,224.00	\$0.00	\$57.98	\$151.72	\$1,014.30	17%
10-531-1220	OFFICE EQUIPMENT (NON-CAPITAL)	\$1,076.98	\$1,530.00	\$853.98	\$853.98	\$0.00	\$676.02	56%
10-531-1221	OFFICE EQUIPMENT LEASES	\$2,996.57	\$3,090.00	\$243.75	\$723.63	\$0.00	\$2,366.37	23%
10-531-1230	OFFICE CONTRACT SERVICES	\$1,420.00	\$1,703.00	\$0.00	\$2,128.00	\$0.00	-\$425.00	125%

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-531-1250	DUES & SUBSCRIPTIONS	\$1,688.82	\$2,090.00	\$0.00	\$0.00	\$0.00	\$2,090.00	0%
10-531-1310	ELECTRIC	\$19,456.86	\$23,929.00	\$1,850.51	\$3,428.27	\$1,711.82	\$18,788.91	21%
10-531-1320	LP GAS	\$237.04	\$510.00	\$19.20	\$19.20	\$0.00	\$490.80	4%
10-531-1330	WATER/SEWER/SOLID WASTE	\$4,200.53	\$4,865.00	\$320.71	\$358.71	\$0.00	\$4,506.29	7%
10-531-1420	OSHA/ SAFETY COMPLIANCE	\$4,550.24	\$13,558.00	\$0.00	\$0.00	\$0.00	\$13,558.00	0%
10-531-1421	SAFETY EQUIPMENT	\$26,656.23	\$26,620.00	\$97.69	\$147.69	\$0.00	\$26,472.31	1%
10-531-1422	SAFETY SUPPLIES & MATERIALS	\$13,497.41	\$3,060.00	\$51.12	\$51.12	\$35.70	\$2,973.18	3%
10-531-1430	TRAINING- REGIST & CLASS MATERIAL	\$2,992.54	\$5,610.00	\$1,040.02	\$1,040.02	\$892.08	\$3,677.90	34%
10-531-1431	MILEAGE	\$952.86	\$816.00	\$0.00	\$0.00	\$48.81	\$767.19	6%
10-531-1432	MEALS	\$1,676.62	\$2,754.00	\$0.00	\$0.00	\$36.81	\$2,717.19	1%
10-531-1433	LODGING	\$2,391.13	\$3,060.00	\$0.00	\$0.00	\$307.80	\$2,752.20	10%
10-531-1440	UNIFORMS	\$15,171.42	\$14,780.00	\$1,433.33	\$1,515.32	\$0.00	\$13,264.68	10%
10-531-1510	BUILDING MAINTENANCE	\$4,094.44	\$4,662.00	\$280.00	\$368.13	\$0.00	\$4,293.87	8%
10-531-1511	GROUND MAINT	\$133.91	\$3,570.00	\$462.19	\$462.19	\$136.64	\$2,971.17	17%
10-531-1512	JANITORIAL SUPPLIES	\$2,083.97	\$1,836.00	\$164.46	\$346.01	\$14.53	\$1,475.46	20%
10-531-1513	CONTRACTED SERVICES	\$6,455.78	\$8,670.00	\$0.00	\$0.00	\$0.00	\$8,670.00	0%
10-531-1610	NON-CAPITAL EQUIPMENT PURCHASE	\$8,158.49	\$23,090.00	\$0.00	\$0.00	\$0.00	\$23,090.00	0%
10-531-1630	EQUIPMENT MAINT & REPAIRS	\$2,584.00	\$15,912.00	\$64.84	\$103.42	\$184.55	\$15,624.03	2%
10-531-1710	AUTO FUEL	\$11,328.18	\$23,460.00	\$1,254.11	\$2,626.27	\$53.43	\$20,780.30	11%
10-531-1730	VEHICLE MAINT & REPAIRS	\$33,558.20	\$29,500.00	\$366.67	\$942.49	\$0.00	\$28,557.51	3%
10-531-3310	DEPARTMENT SUPPLIES & MATERIALS	\$3,601.21	\$9,180.00	\$408.35	\$844.59	\$501.56	\$7,833.85	15%
10-531-5400	INSURANCE & BONDS	\$36,681.00	\$37,500.00	\$0.00	\$38,730.00	\$0.00	-\$1,230.00	103%
10-531-7410	CAPITAL OUTLAY - BUILDINGS	\$0.00	\$180,000.00	\$0.00	\$0.00	\$0.00	\$180,000.00	0%
10-531-7420	CAPITAL OUTLAY - EQUIPMENT	\$0.00	\$62,000.00	\$0.00	\$0.00	\$0.00	\$62,000.00	0%
10-531-7430	CAPITAL OUTLAY- VEHICLES	\$0.00	\$560,000.00	\$200,000.00	\$200,000.00	\$359,998.00	\$2.00	100%
10-531-8010	DEBT SERVICE - PRINCIPAL	\$255,437.00	\$326,287.11	\$0.00	\$100,000.00	\$0.00	\$226,287.11	31%
10-531-8011	DEBT SERVICE - INTEREST	\$95,790.32	\$96,847.87	\$0.00	\$33,500.00	\$0.00	\$63,347.87	35%
10-531-9010	COVID-19 RESPONSE	\$5,276.12	\$0.00	\$160.94	\$160.94	\$809.96	-\$970.90	0%

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Expd</u>
DEPARTMENT 531 Total		\$1,943,608.20	\$2,989,640.97	\$319,366.66	\$702,041.49	\$365,021.17	\$1,922,578.31	36%
10-540-0000	PLANNING & INSPECTIONS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-540-0200	SALARIES AND WAGES	\$324,814.43	\$328,030.00	\$21,337.57	\$58,052.19	\$0.00	\$269,977.81	18%
10-540-0201	OVERTIME	\$1,243.47	\$0.00	\$0.00	\$146.13	\$0.00	-\$146.13	0%
10-540-0500	FICA EXPENSE	\$24,334.19	\$26,323.00	\$1,619.25	\$4,422.45	\$0.00	\$21,900.55	17%
10-540-0600	GROUP INSURANCE EXPENSE	\$35,316.45	\$36,983.00	\$2,343.44	\$5,279.06	\$0.00	\$31,703.94	14%
10-540-0700	RETIREMENT EXPENSE	\$48,883.21	\$53,995.00	\$3,477.73	\$9,499.53	\$0.00	\$44,495.47	18%
10-540-0800	WORKERS COMPENSATION	\$5,682.79	\$6,183.00	\$0.00	\$5,733.00	\$0.00	\$450.00	93%
10-540-1230	OFFICE CONTRACT SERVICES	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	100%
10-540-1250	DUES & SUBSCRIPTIONS	\$2,642.42	\$2,500.00	\$263.09	\$313.09	\$0.00	\$2,186.91	13%
10-540-1420	OSHA/SAFETY COMPLIANCE	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0%
10-540-1430	TRAINING-REGISTRATION & CLASS MAT'	\$2,675.00	\$3,400.00	\$0.00	\$0.00	\$0.00	\$3,400.00	0%
10-540-1431	TRAVEL MILEAGE	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-540-1432	MEALS	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0%
10-540-1433	LODGING	\$0.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$2,400.00	0%
10-540-1610	NON-CAPITAL EQUIPMENT PURCHASE	\$744.41	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-540-1710	AUTO FUEL	\$495.84	\$1,000.00	\$47.72	\$129.58	\$0.00	\$870.42	13%
10-540-1730	VEHICLE MAINT & REPAIRS	\$1,164.05	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-540-1810	PERMITS & FEES RECURRING	\$1,390.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-540-3510	HISTORIC COMM.EXPENSE	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
10-540-3512	HISTORIC COMM-TRAVEL	\$0.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	0%
10-540-4510	PROFESSIONAL SERVICES	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-540-7420	CAPITAL OUTLAY-PROFESSIONAL SERVICES	\$84,900.25	\$102,600.00	\$5,000.00	\$23,017.00	\$72,082.75	\$7,500.25	93%
10-540-8010	DEBT SERVICE - PRINCIPAL	\$4,840.00	\$4,840.44	\$0.00	\$0.00	\$4,840.00	\$0.44	100%
10-540-8011	DEBT SERVICE - INTEREST	\$183.00	\$182.20	\$0.00	\$0.00	\$183.00	-\$0.80	100%
DEPARTMENT 540 Total		\$554,309.51	\$578,336.64	\$34,088.80	\$107,592.03	\$77,105.75	\$393,638.86	32%
10-550-0000	PUBLIC SERVICE ADMINISTRATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-550-0200	SALARIES AND WAGES	\$211,860.14	\$207,535.00	\$16,521.88	\$41,088.80	\$0.00	\$166,446.20	20%

TOWN OF BEAUFORT

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Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-550-0500	FICA EXPENSE	\$14,367.64	\$16,603.00	\$1,181.94	\$2,971.23	\$0.00	\$13,631.77	18%
10-550-0600	GROUP INSURANCE EXPENSE	\$13,540.86	\$14,793.00	\$1,173.66	\$2,348.90	\$0.00	\$12,444.10	16%
10-550-0700	RETIREMENT	\$30,078.22	\$34,056.00	\$2,693.20	\$6,706.59	\$0.00	\$27,349.41	20%
10-550-1230	OFFICE CONTRACT SERVICES	\$5,126.45	\$8,750.00	\$0.00	\$0.00	\$0.00	\$8,750.00	0%
10-550-1250	DUES AND SUBSCRIPTIONS	\$181.37	\$250.00	\$36.25	\$36.25	\$0.00	\$213.75	14%
10-550-1420	OSHA/SAFETY COMPLIANCE	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0%
10-550-1430	TRAINING - REGISTRATION & CLASS MATERIAL	\$255.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
10-550-1431	TRAVEL MILEAGE	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00	\$230.00	0%
10-550-1432	MEALS	\$0.00	\$225.00	\$0.00	\$0.00	\$0.00	\$225.00	0%
10-550-1433	LODGING	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	0%
10-550-1440	UNIFORMS	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0%
10-550-1610	NON-CAPITAL EQUIPMENT PURCHASE	\$1,568.89	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-550-1710	AUTO FUEL	\$210.67	\$500.00	\$34.65	\$34.65	\$0.00	\$465.35	7%
10-550-1730	VEHICLE MAINT. & REPAIRS	\$146.40	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-550-4510	PROFESSIONAL SERVICES	\$7,780.37	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0%
10-550-5730	CONTINGENCY	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0%
	DEPARTMENT 550 Total	\$285,116.01	\$303,142.00	\$21,641.58	\$53,186.42	\$0.00	\$249,955.58	18%
10-560-0000	PUBLIC WORKS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-560-0200	SALARIES AND WAGES	\$513,572.68	\$608,513.00	\$34,633.42	\$89,001.11	\$0.00	\$519,511.89	15%
10-560-0201	OVERTIME	\$9,386.63	\$5,202.00	\$765.64	\$2,324.45	\$0.00	\$2,877.55	45%
10-560-0500	FICA EXPENSE	\$38,204.34	\$49,131.00	\$2,536.55	\$6,625.72	\$0.00	\$42,505.28	13%
10-560-0600	GROUP INSURANCE EXPENSE	\$83,578.14	\$103,554.00	\$5,555.22	\$11,430.72	\$0.00	\$92,123.28	11%
10-560-0700	RETIREMENT EXPENSE	\$77,723.07	\$98,701.00	\$5,764.67	\$14,881.79	\$0.00	\$83,819.21	15%
10-560-0800	WORKERS COMPENSATION	\$20,545.29	\$25,880.00	\$0.00	\$25,864.73	\$0.00	\$15.27	100%
10-560-1110	TELEPHONE	\$2,629.44	\$2,500.00	\$247.44	\$247.44	\$120.05	\$2,132.51	15%
10-560-1111	TELEPHONE- CELLULAR	\$979.79	\$1,000.00	\$81.50	\$81.50	\$0.00	\$918.50	8%
10-560-1120	INTERNET\CABLE	\$5,396.84	\$4,900.00	\$450.16	\$450.16	\$0.00	\$4,449.84	9%
10-560-1130	POSTAGE	\$5,269.71	\$4,500.00	\$469.17	\$906.12	\$0.00	\$3,593.88	20%

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Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-560-1210	OFFICE SUPPLIES	\$2,140.49	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00	0%
10-560-1220	OFFICE EQUIPMENT (NON-CAPITAL)	\$53.73	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-560-1221	OFFICE EQUIPMENT LEASE	\$3,338.47	\$3,350.00	\$271.08	\$803.68	\$0.00	\$2,546.32	24%
10-560-1230	OFFICE CONTRACT SERVICES	\$2,671.47	\$2,300.00	\$191.45	\$326.86	\$0.00	\$1,973.14	14%
10-560-1250	DUES AND SUBSCRIPTIONS	\$663.39	\$800.00	\$39.47	\$39.47	\$21.34	\$739.19	8%
10-560-1310	ELECTRIC	\$6,032.75	\$7,000.00	\$768.72	\$1,459.47	\$768.72	\$4,771.81	32%
10-560-1320	LP GAS	\$3,446.06	\$3,000.00	\$7.50	\$7.50	\$0.00	\$2,992.50	0%
10-560-1330	WATER/SEWER/SOLID WASTE	\$1,875.39	\$2,727.61	\$201.43	\$201.43	\$0.00	\$2,526.18	7%
10-560-1420	OSHA/SAFETY COMPLIANCE	\$3,170.84	\$5,750.00	\$311.30	\$311.30	\$0.00	\$5,438.70	5%
10-560-1430	TRAINING -REGISTRATION & CLASS	\$1,168.54	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00	0%
10-560-1431	TRAVEL MILEAGE	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-560-1432	MEALS	\$417.39	\$750.00	\$107.82	\$107.82	\$0.00	\$642.18	14%
10-560-1433	LODGING	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0%
10-560-1440	UNIFORMS	\$5,970.87	\$7,250.00	\$415.14	\$849.42	-\$52.85	\$6,453.43	11%
10-560-1610	NON-CAPITAL EQUIPMENT PURCHASE	\$18,167.92	\$8,500.00	\$566.26	\$844.73	\$242.05	\$7,413.22	13%
10-560-1630	EQUIPMENT MAINT. & REPAIRS	\$5,296.99	\$10,500.00	\$618.86	\$603.92	\$94.92	\$9,801.16	7%
10-560-1710	AUTO FUEL	\$11,623.96	\$15,500.00	\$1,404.16	\$2,479.83	\$0.00	\$13,020.17	16%
10-560-1730	VEHICLE MAINT. & REPAIRS	\$10,365.95	\$17,000.00	\$4,320.69	\$4,751.55	\$339.83	\$11,908.62	30%
10-560-1820	PERMITS & FEES - ONE TIME	\$202.65	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-560-3310	DEPARTMENT SUPPLIES & MATERIAL	\$3,306.31	\$8,000.00	\$298.78	\$484.75	\$0.00	\$7,515.25	6%
10-560-3320	STREETSCAPING MATERIALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-560-3811	STREET CONT. SERVICES	\$0.00	\$8,000.00	\$1,000.00	\$2,000.00	\$0.00	\$6,000.00	25%
10-560-3812	STREET SUPPLIES & MAT'L	\$4,180.20	\$10,500.00	\$607.87	\$712.20	\$0.00	\$9,787.80	7%
10-560-3814	SIDEWALKS & MULTI-MODAL	\$8,927.53	\$19,080.00	\$0.00	\$0.00	\$0.00	\$19,080.00	0%
10-560-4550	CONTRACT SERVICES	\$5,743.52	\$12,000.00	\$1,075.00	\$1,075.00	\$0.00	\$10,925.00	9%
10-560-4590	DREDGING EXPENSE	\$0.00	\$171,700.00	\$0.00	\$0.00	\$0.00	\$171,700.00	0%
10-560-5400	INSURANCE	\$14,342.56	\$18,935.00	\$0.00	\$17,554.00	\$0.00	\$1,381.00	93%
10-560-5900	STREET LIGHTS	\$140,819.19	\$146,880.00	\$11,700.37	\$23,256.47	\$11,700.37	\$111,923.16	24%

TOWN OF BEAUFORT

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Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
10-560-7420	CAPITAL OUTLAY - EQUIPMENT	\$91,635.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-560-7430	CAPITAL OUTLAY - VEHICLES	\$103,580.39	\$255,000.00	\$186,446.00	\$186,446.00	\$53,672.49	\$14,881.51	94%
10-560-8010	DEBT SERVICES-PRINCIPAL	\$245,000.00	\$253,452.18	\$0.00	\$0.00	\$0.00	\$253,452.18	0%
10-560-8011	DEBT SERVICES-INTEREST	\$85,933.74	\$83,850.06	\$0.00	\$0.00	\$41,846.00	\$42,004.06	50%
	DEPARTMENT 560 Total	\$1,537,361.33	\$1,984,805.85	\$260,855.67	\$396,129.14	\$108,752.92	\$1,479,923.79	25%
10-570-0000	SANITATION:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-570-1310	ELECTRIC FOR COMPACTOR	\$632.52	\$1,000.00	\$42.90	\$86.40	\$42.90	\$870.70	13%
10-570-1630	EQUIPMENT MAINT.	\$1,736.10	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
10-570-1710	AUTO FUEL	\$7,712.17	\$15,000.00	\$844.16	\$1,702.59	\$0.00	\$13,297.41	11%
10-570-1730	VEHICLE MAINTENANCE	\$1,230.05	\$1,000.00	\$8.99	\$8.99	\$0.00	\$991.01	1%
10-570-4520	COLLECTION CONTRACTED SV WBD ROLLOUT	\$23,836.36	\$24,000.00	\$1,996.59	\$1,996.59	\$0.00	\$22,003.41	8%
10-570-4521	COLLECTION CONTRACTSVC RESROLLOUT SV	\$448,835.45	\$464,400.00	\$39,588.00	\$39,588.00	\$0.00	\$424,812.00	9%
10-570-4560	RECYCLING DISPOSAL WBD CARDBOARD ONL	\$7,507.14	\$7,500.00	\$626.67	\$626.67	\$0.00	\$6,873.33	8%
10-570-4561	SOLID WASTE DISPOSAL RES BULK SERVICE	\$33,969.13	\$36,000.00	\$2,704.16	\$2,704.16	\$0.00	\$33,295.84	8%
10-570-4562	YARD DEBRIS DISPOSAL FEE DEE GARNER	\$38,060.00	\$38,000.00	\$2,890.00	\$12,770.00	\$0.00	\$25,230.00	34%
10-570-4563	SOLID WASTE DISPOSAL WBD COMPACTOR FE	\$29,589.66	\$31,200.00	\$3,502.60	\$3,502.60	\$0.00	\$27,697.40	11%
10-570-8010	DEBT SERVICES- PRINCIPAL (GRAPPLE TRUCK	\$38,028.00	\$38,086.99	\$0.00	\$0.00	\$38,028.00	\$58.99	100%
10-570-8011	DEBT SERVICES - INTEREST (GRAPPLE TRUCK	\$1,436.00	\$1,386.37	\$0.00	\$0.00	\$1,385.90	\$0.47	100%
	DEPARTMENT 570 Total	\$632,572.58	\$659,073.36	\$52,204.07	\$62,986.00	\$39,456.80	\$556,630.56	16%
10-580-0000	STORMWATER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-580-1610	NON-CAPITAL EQUIPMENT PURCHASES	\$5,293.77	\$25,200.00	\$467.52	\$499.50	\$0.00	\$24,700.50	2%
10-580-1710	DEPARTMENT SUPPLIES AND MATERIALS	\$14,950.32	\$10,800.00	\$446.78	\$1,345.78	\$0.00	\$9,454.22	12%
10-580-4550	CONTRACT SERVICES	\$55,036.48	\$42,200.00	\$2,000.00	\$2,812.04	\$0.00	\$39,387.96	7%
	DEPARTMENT 580 Total	\$75,280.57	\$78,200.00	\$2,914.30	\$4,657.32	\$0.00	\$73,542.68	6%
10-620-0000	FACILITIES & GROUND MAIN:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-620-1330	WATER\SEWER\SOLID WASTE	\$637.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-620-1510	TOWN HALL BLDG MAINT	\$86,693.85	\$77,600.00	\$315.37	\$396.30	-\$16.99	\$77,220.69	0%
10-620-1511	TOWN HALL GROUND MAINT	\$488.77	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%

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Statement of Revenue and Expenditures - Operating

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<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Expd</u>
10-620-1512	TOWN HALL JANITORIAL SUPPLIES	\$1,132.95	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
10-620-1513	TOWN HALL CONTRACTED SERVICES	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-620-1520	TRAIN DEPOT BLDG MAINT	\$951.87	\$28,060.00	\$0.00	\$699.45	\$0.00	\$27,360.55	2%
10-620-1522	TRAIN DEPOT JANITORIAL SUPPLIES	\$722.43	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
10-620-1530	POLICE DEPT BLDG MAINT	\$23,286.96	\$8,000.00	\$0.00	\$277.10	\$0.00	\$7,722.90	3%
10-620-1532	POLICE DEPT JANITORIAL SUPPLIES	\$89.68	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
10-620-1533	POLICE DEPT CONTRACTED SERVICES	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
10-620-1540	PUBLIC WORKS BLDG MAINT	\$15,536.96	\$11,000.00	\$497.10	\$567.29	\$0.00	\$10,432.71	5%
10-620-1541	PUBLIC WORKS GROUND MAINT	\$0.00	\$750.00	\$0.00	\$14.25	\$0.00	\$735.75	2%
10-620-1542	PUBLIC WORKS JANITORIAL SUPPLIES	\$232.64	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
10-620-1550	CEMETERY MAINTENANCE	\$9,910.99	\$19,646.18	\$1,796.36	\$3,567.49	\$46.10	\$16,032.59	18%
10-620-1560	PUBLIC RESTROOM BLDG MAINT	\$6,017.43	\$6,000.00	\$781.20	\$909.86	\$0.00	\$5,090.14	15%
10-620-1562	PUBLIC RESTROOM JANITORIAL SUPPLY	\$8,786.07	\$8,000.00	\$1,731.25	\$2,982.43	\$0.00	\$5,017.57	37%
10-620-1570	PARKS MAINTENANCE	\$12,503.84	\$10,000.00	\$1,120.29	\$1,760.40	\$743.06	\$7,496.54	25%
10-620-1571	RJP PARK MAINTENANCE	\$12,275.49	\$14,000.00	\$2,242.54	\$2,484.39	\$0.00	\$11,515.61	18%
10-620-1572	TOPSAIL PARK IMPROVEMENTS	\$45,354.01	\$9,040.00	\$7,539.79	\$7,539.79	\$0.00	\$1,500.21	83%
10-620-1573	PARKS CONTRACTED SERVICE	\$1,244.49	\$26,000.00	\$0.00	\$85.87	\$0.00	\$25,914.13	0%
10-620-1580	DOCKS AND BOARDWALK MAINT	\$2,633.99	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	0%
10-620-1590	PUBLIC R.O.W. MAINT	\$20,351.45	\$15,500.00	\$593.90	\$593.90	\$0.00	\$14,906.10	4%
10-620-1591	TREES	\$5,535.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0%
10-620-1610	NON CAPITAL EQUIPMENT PURCHASE	\$1,461.05	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%
10-620-1630	EQUIPMENT MAINT & REPAIRS	\$3,209.03	\$2,500.00	\$0.00	\$380.66	\$0.00	\$2,119.34	15%
10-620-3310	DEPARTMENTAL SUPPLIES & MATERIALS	\$1,607.66	\$4,200.00	\$0.00	\$36.56	\$0.00	\$4,163.44	1%
10-620-4550	CONTRACT SERVICES	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
10-620-7420	CAPITAL OUTLAY/EQUIPMENT	\$0.00	\$112,950.00	\$0.00	\$0.00	\$0.00	\$112,950.00	0%
	DEPARTMENT 620 Total	\$260,663.68	\$386,246.18	\$16,617.80	\$22,295.74	\$772.17	\$363,178.27	6%
10-700-0000	NON-DEPARTMENTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-700-0206	MERIT AWARDS	\$0.00	\$60,337.00	\$0.00	\$0.00	\$0.00	\$60,337.00	0%

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Expd</u>
10-700-1120	INTERNET- FIBER HUB CONNECTION	\$11,715.13	\$8,000.00	\$606.16	\$606.16	\$0.00	\$7,393.84	8%
10-700-1130	INFORMATION TECHNOLOGY SERVICES	\$53,709.17	\$87,220.00	\$4,559.22	\$9,029.53	\$3,218.51	\$74,971.96	14%
10-700-1250	EURY'S LANDING CONDOMINIUM ANNUAL DUE	\$800.00	\$820.00	\$0.00	\$0.00	\$0.00	\$820.00	0%
10-700-1410	HUMAN RESOURCES - EMPLOYMENT	\$8,014.45	\$35,760.00	\$2,545.25	\$3,598.75	\$1,192.13	\$30,969.12	13%
10-700-1420	HUMAN RESOURCES - TRAINING	\$2,000.00	\$20,400.00	\$0.00	\$0.00	\$0.00	\$20,400.00	0%
10-700-1450	EMPLOYEE ENGAGEMENT	\$3,180.48	\$12,240.00	\$5,673.87	\$5,673.87	\$0.00	\$6,566.13	46%
10-700-1592	WBD PROJECTS	\$17,542.32	\$55,289.00	\$3,225.38	\$4,427.54	\$1,180.25	\$49,681.21	10%
10-700-4510	PROFESSIONAL SERVICES	\$46,161.44	\$168,180.00	\$10,412.67	\$10,412.67	\$22,914.67	\$134,852.66	20%
10-700-4530	LEGAL SERVICES	\$153,967.28	\$135,000.00	\$17,264.02	\$29,484.22	\$84,515.78	\$21,000.00	84%
10-700-5600	CONTRIBUTIONS TO OTHER AGENCIES	\$2,100.00	\$4,600.00	\$0.00	\$2,100.00	\$0.00	\$2,500.00	46%
10-700-5730	CONTINGENCY	\$0.00	\$119,821.89	\$0.00	\$0.00	\$0.00	\$119,821.89	0%
10-700-7430	CAPITAL OUTLAY - VEHICLES	\$0.00	\$142,880.00	\$0.00	\$0.00	\$0.00	\$142,880.00	0%
10-700-8010	DEBT SERVICE - PRINCIPAL	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	100%
10-700-8011	DEBT SERVICE - INTEREST	\$19,485.38	\$16,438.06	\$0.00	\$8,898.02	\$0.00	\$7,540.04	54%
10-700-9010	COVID-19 RESPONSE	\$8,675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-700-9020	CARES RELIEF FUNDS	\$93,117.13	\$0.00	\$0.00	\$0.00	\$948.23	-\$948.23	0%
	DEPARTMENT 700 Total	\$520,467.78	\$966,985.95	\$44,286.57	\$174,230.76	\$113,969.57	\$678,785.62	30%
10-800-0000	GENERAL FUND TRANSFERS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
10-800-0064	TRANSFER TO CAPITAL PROJECTS	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%
10-800-8000	TRANSFER TO CAPITAL RESERVE	\$185,000.00	\$185,000.00	\$0.00	\$0.00	\$0.00	\$185,000.00	0%
	DEPARTMENT 800 Total	\$185,000.00	\$285,000.00	\$0.00	\$0.00	\$0.00	\$285,000.00	0%
	General Fund Expend Total	\$9,067,058.90	\$11,809,771.99	\$981,429.09	\$2,193,051.53	\$794,788.88	\$8,821,931.58	25%

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General Fund

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$10,803,203.37	\$184,887.85	\$406,003.10
Expended:	\$9,067,058.90	\$981,429.09	\$2,193,051.53
Net Income:	\$1,736,144.47	-\$796,541.24	-\$1,787,048.43

Statement of Revenue and Expenditures - Operating

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<i>Revenue Account</i>	<i>Description</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>Excess/Deficit</i>	<i>% Real</i>
40-303-0009	GRANTS NC	\$127,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-305-0001	REVENUE ACCOUNT REGULAR - WATER USAG	\$1,250,911.65	\$1,240,000.00	\$138,657.24	\$274,201.90	-\$965,798.10	22%
40-305-0002	REVENUE ACCOUNT REGULAR - SEWER USAG	\$3,095,142.18	\$3,150,000.00	\$303,736.85	\$581,570.04	-\$2,568,429.96	18%
40-305-0003	WATER TAP IN FEES	\$98,500.00	\$44,750.00	\$10,900.00	\$16,500.00	-\$28,250.00	37%
40-305-0004	SEWER TAP IN FEE	\$68,250.00	\$41,250.00	\$9,750.00	\$15,000.00	-\$26,250.00	36%
40-305-0005	ACCOUNT SERVICE CHARGES	\$6,050.00	\$10,000.00	\$405.00	\$830.00	-\$9,170.00	8%
40-305-0006	WATER SERVICE CHARGES	\$77.64	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-305-0007	SEWER SERVICE CHARGES	-\$9,399.89	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-305-0008	LATE FEES - WATER	-\$95.08	\$40,000.00	\$0.00	\$0.00	-\$40,000.00	0%
40-305-0009	LATE FEES - SEWER/GREASE	-\$3.80	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-305-0010	RETURNED CHECK FEES - WATER	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-305-0012	TEMPORARY UTILITY USE CHARGE	\$1,950.00	\$1,000.00	\$0.00	\$0.00	-\$1,000.00	0%
40-305-0013	SPRINKLER FEES	\$4,375.00	\$3,000.00	\$0.00	\$0.00	-\$3,000.00	0%
40-305-0014	SEWER ALLOCATION REQUEST FEE	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-307-0001	INVESTMENT EARNINGS-WATER	\$1,176.34	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-307-0011	APP.UNRESTRICTED FUND BALANCE	\$0.00	\$124,236.00	\$0.00	\$0.00	-\$124,236.00	0%
40-329-0065	TRANSFER FROM CRF	\$33,000.00	\$90,000.00	\$0.00	\$0.00	-\$90,000.00	0%
40-900-9000	cancel revenue	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Utility Fund Revenue Total		\$4,678,534.04	\$4,744,236.00	\$463,449.09	\$888,101.94	-\$3,856,134.06	19%

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
40-800-0206	MERIT AWARDS	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	0%
40-800-1240	CONTRIBUTION TO GF FOR ADMIN SERVICES	\$600,000.00	\$624,000.00	\$0.00	\$0.00	\$0.00	\$624,000.00	0%
40-800-8000	TRANSFER TO CAPITAL RESERVE	\$350,000.00	\$350,000.00	\$0.00	\$0.00	\$0.00	\$350,000.00	0%
DEPARTMENT 800 Total		\$950,000.00	\$990,000.00	\$0.00	\$0.00	\$0.00	\$990,000.00	0%
40-810-0000	SEWER DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-810-0200	SALARIES AND WAGES	\$446,907.05	\$430,499.00	\$31,153.37	\$77,859.20	\$0.00	\$352,639.80	18%
40-810-0201	OVERTIME	\$46,248.29	\$49,159.00	\$3,348.02	\$9,179.01	\$0.00	\$39,979.99	19%

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Statement of Revenue and Expenditures - Operating

7. PM

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
40-810-0500	FICA EXPENSE	\$36,493.28	\$38,391.00	\$2,534.81	\$6,433.93	\$0.00	\$31,957.07	17%
40-810-0600	GROUP INSURANCE EXPENSE	\$55,580.73	\$59,173.00	\$4,101.02	\$8,208.36	\$0.00	\$50,964.64	14%
40-810-0700	RETIREMENT EXPENSE	\$74,227.88	\$79,105.00	\$5,637.06	\$14,233.76	\$0.00	\$64,871.24	18%
40-810-0800	WORKERS COMPENSATION	\$7,216.79	\$18,981.00	\$0.00	\$10,634.66	\$0.00	\$8,346.34	56%
40-810-1110	TELEPHONE	\$10,502.45	\$9,300.00	\$983.64	\$1,070.35	\$665.76	\$7,563.89	19%
40-810-1111	TELEPHONE-CELLULAR	\$775.63	\$741.00	\$59.84	\$59.84	\$0.00	\$681.16	8%
40-810-1120	INTERNET/CABLE	\$4,495.74	\$5,200.00	\$374.87	\$374.87	\$0.00	\$4,825.13	7%
40-810-1130	POSTAGE	\$6,304.97	\$4,800.00	\$573.91	\$1,010.86	\$154.22	\$3,634.92	24%
40-810-1210	OFFICE SUPPLIES	\$1,074.34	\$1,951.88	\$87.10	\$87.10	\$0.00	\$1,864.78	4%
40-810-1230	OFFICE CONTRACT SERVICES	\$2,068.96	\$2,000.00	\$191.45	\$326.87	\$0.00	\$1,673.13	16%
40-810-1250	DUES & SUBSCRIPTIONS	\$1,430.66	\$1,300.00	\$44.35	\$70.49	\$0.00	\$1,229.51	5%
40-810-1310	ELECTRIC	\$180,428.74	\$199,800.00	\$15,707.46	\$30,777.81	\$14,986.84	\$154,035.35	23%
40-810-1330	WATER/SEWER/SOLID WASTE	\$839.79	\$1,000.00	\$66.50	\$66.50	\$0.00	\$933.50	7%
40-810-1420	OSHA/SAFETY COMPLIANCE	\$2,036.98	\$3,100.00	\$150.04	\$150.04	\$0.00	\$2,949.96	5%
40-810-1422	SAFETY SUPPLIES & MATERIALS	\$91.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-810-1430	TRAINING - REGISTRATION & CLASS MA	\$1,342.09	\$2,000.00	\$860.00	\$860.00	\$0.00	\$1,140.00	43%
40-810-1431	TRAVEL MILEAGE	\$117.16	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0%
40-810-1432	MEALS	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
40-810-1433	LODGING	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
40-810-1434	EMPLOYEE DEVELOPMENT	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0%
40-810-1440	UNIFORMS	\$5,341.15	\$5,100.00	\$446.55	\$799.81	\$115.52	\$4,184.67	18%
40-810-1510	BUILDING MAINT	\$3,438.91	\$8,000.00	\$0.00	\$2,014.76	\$0.00	\$5,985.24	25%
40-810-1512	JANITORIAL SUPPLIES	\$666.82	\$1,000.00	\$0.00	\$11.58	\$95.46	\$892.96	11%
40-810-1610	NON-CAPITAL EQUIPMENT PURCHASE	\$0.00	\$32,300.00	\$0.00	\$0.00	\$0.00	\$32,300.00	0%
40-810-1620	EQUIPMENT LEASE	-\$38.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-810-1630	EQUIPMENT MAINT & REPAIRS	\$71,645.34	\$100,000.00	\$6,638.95	\$12,472.87	\$4,771.23	\$82,755.90	17%
40-810-1710	AUTO FUEL	\$13,260.05	\$16,000.00	\$844.32	\$1,732.02	\$0.00	\$14,267.98	11%
40-810-1730	VEHICLE MAINT & REPAIRS	\$2,998.39	\$6,000.00	\$685.74	\$1,094.71	\$0.00	\$4,905.29	18%

TOWN OF BEAUFORT

9/20/2021

Statement of Revenue and Expenditures - Operating

7. PM

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
40-810-1810	PERMITS & FEES - RECCURING	\$7,907.75	\$8,620.00	\$0.00	\$2,560.00	\$0.00	\$6,060.00	30%
40-810-1830	COMPLIANCE TESTING	\$8,069.92	\$15,000.00	\$819.00	\$2,387.00	\$0.00	\$12,613.00	16%
40-810-3310	DEPARTMENT SUPPLIES & MATERIALS - SEWE	\$10,834.05	\$19,000.00	\$2,723.93	\$3,446.91	\$655.68	\$14,897.41	22%
40-810-3311	DEPARTMENT SUPPLIES & MATERIALS -WWTP	\$42,742.11	\$44,500.00	\$8,338.77	\$11,139.28	\$19.99	\$33,340.73	25%
40-810-4510	PROFESSIONAL SERVICES	\$65,168.82	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0%
40-810-4550	CONTRACT SERVICES	\$240,276.11	\$73,965.00	\$46.38	\$46.38	\$25,668.51	\$48,250.11	35%
40-810-4560	STREET PATCHING FOR UTILITY REPAIRS	\$5,967.50	\$17,000.00	\$0.00	\$0.00	\$0.00	\$17,000.00	0%
40-810-5400	INSURANCE	\$43,933.70	\$64,000.00	\$0.00	\$51,911.47	\$265.39	\$11,823.14	82%
40-810-5730	CONTINGENCIES	\$0.00	\$7,455.27	\$0.00	\$0.00	\$0.00	\$7,455.27	0%
40-810-7420	CAPITAL OUTLAY - EQUIPMENT	\$142,075.57	\$13,920.00	\$0.00	\$887.00	\$0.00	\$13,033.00	6%
40-810-7430	CAPITAL OUTLAY - VEHICLES	\$0.00	\$109,534.00	\$0.00	\$0.00	\$0.00	\$109,534.00	0%
40-810-8010	DEBT SERVICE-PRINCIPAL	\$1,034,364.67	\$1,034,455.11	\$0.00	\$0.00	\$4,840.00	\$1,029,615.11	0%
40-810-8011	DEBT SERVICE-INTEREST	\$186,945.10	\$168,408.36	\$0.00	\$0.00	\$183.00	\$168,225.36	0%
	DEPARTMENT 810 Total	\$2,763,780.73	\$2,754,958.62	\$86,417.08	\$251,907.44	\$52,421.60	\$2,450,629.58	11%
40-812-0000	WATER DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
40-812-0200	SALARIES AND WAGES	\$215,175.53	\$204,069.00	\$17,257.03	\$43,079.15	\$0.00	\$160,989.85	21%
40-812-0201	OVERTIME	\$7,403.09	\$16,647.00	\$0.00	\$0.00	\$0.00	\$16,647.00	0%
40-812-0500	FICA EXPENSE	\$16,726.89	\$17,670.00	\$1,313.78	\$3,282.81	\$0.00	\$14,387.19	19%
40-812-0600	GROUP INSURANCE EXPENSE	\$28,253.16	\$29,587.00	\$2,343.44	\$4,693.20	\$0.00	\$24,893.80	16%
40-812-0700	RETIREMENT EXPENSE	\$33,196.11	\$36,397.00	\$2,813.82	\$7,033.17	\$0.00	\$29,363.83	19%
40-812-0800	WORKERS COMPENSATION	\$7,892.00	\$8,627.00	\$0.00	\$8,400.00	\$0.00	\$227.00	97%
40-812-1110	TELEPHONE	\$1,187.83	\$2,040.00	\$169.73	\$169.73	\$44.92	\$1,825.35	11%
40-812-1111	TELEPHONE-CELLULAR	\$723.66	\$800.00	\$66.15	\$66.15	\$0.00	\$733.85	8%
40-812-1120	INTERNET/CABLE	\$3,895.86	\$3,700.00	\$324.88	\$324.88	\$0.00	\$3,375.12	9%
40-812-1130	POSTAGE	\$5,258.72	\$4,600.00	\$469.17	\$906.11	\$0.00	\$3,693.89	20%
40-812-1210	OFFICE SUPPLIES	\$246.24	\$1,000.00	\$34.55	\$34.55	\$0.00	\$965.45	3%
40-812-1230	OFFICE CONTRACT SERVICES	\$3,829.85	\$3,000.00	\$32.61	\$294.94	\$0.00	\$2,705.06	10%
40-812-1250	DUES AND SUBSCRIPTIONS	\$738.59	\$2,500.00	\$26.15	\$52.30	\$0.00	\$2,447.70	2%

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

<i>Expend Account</i>	<i>Description</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Curr Expd</i>	<i>YTD Expd</i>	<i>Encumbered</i>	<i>Balance</i>	<i>% Expd</i>
40-812-1310	ELECTRIC	\$42,830.97	\$46,000.00	\$4,269.95	\$8,665.60	\$4,269.95	\$33,064.45	28%
40-812-1320	LP GAS	\$656.51	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
40-812-1330	WATER/SEWER/SOLID WASTE	\$771.40	\$750.00	\$59.86	\$59.86	\$0.00	\$690.14	8%
40-812-1420	OSHA/SAFETY COMPLIANCE	\$660.40	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
40-812-1430	TRAINING -REGISTRATION&CLASS MAT'L	\$255.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%
40-812-1431	TRAVEL MILEAGE	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0%
40-812-1432	MEALS	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0%
40-812-1433	LODGING	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%
40-812-1434	EMPLOYEE DEVELOPMENT	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0%
40-812-1440	UNIFORMS	\$1,723.29	\$2,600.00	\$235.34	\$369.82	\$0.00	\$2,230.18	14%
40-812-1510	BUILDING MAINT	\$1,171.70	\$2,000.00	\$2,150.00	\$2,150.00	\$0.00	-\$150.00	108%
40-812-1512	JANITORIAL SUPPLIES	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%
40-812-1610	NON-CAPITAL EQUIPMENT PURCHASES	\$4,091.25	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0%
40-812-1630	EQUIPMENT MAINT. & REPAIRS	\$14,363.09	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0%
40-812-1710	AUTO FUEL	\$3,260.56	\$5,000.00	\$473.19	\$802.97	\$0.00	\$4,197.03	16%
40-812-1730	VEHICLE MAINT. & REPAIRS	\$2,510.13	\$4,000.00	\$131.52	\$131.52	\$0.00	\$3,868.48	3%
40-812-1810	PERMITS & FEES - REOCCURING	\$4,575.00	\$4,575.00	\$0.00	\$0.00	\$0.00	\$4,575.00	0%
40-812-1830	COMPLIANCE TESTING	\$6,300.54	\$13,000.00	\$700.00	\$700.00	\$0.00	\$12,300.00	5%
40-812-3310	DEPARTMENT SUPPLIES & MATERIALS - METEI	\$52,465.37	\$50,000.00	\$1,816.75	\$37,182.16	-\$30.00	\$12,847.84	74%
40-812-3311	DEPARTMENT SUPPLIES & MATERIALS -PLANT	\$84,247.35	\$70,000.00	\$11,638.93	\$19,184.42	\$0.00	\$50,815.58	27%
40-812-4550	CONTRACT SERVICES	\$60,781.74	\$62,000.00	\$26,250.55	\$26,250.55	\$0.00	\$35,749.45	42%
40-812-4560	STREET PATCHING FOR UTILITY REPAIRS	\$11,117.50	\$17,000.00	\$0.00	\$0.00	\$0.00	\$17,000.00	0%
40-812-4570	COUNTY WATER PURCHASE	\$37,167.13	\$38,500.00	\$0.00	\$3,023.28	\$0.00	\$35,476.72	8%
40-812-5400	INSURANCE	\$17,200.00	\$20,700.00	\$0.00	\$18,217.47	\$0.00	\$2,482.53	88%
40-812-5730	CONTINGENCIES	\$0.00	\$12,863.00	\$0.00	\$0.00	\$0.00	\$12,863.00	0%
40-812-7420	CAPITAL OUTLAY - EQUIPMENT	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0%
40-812-7430	CAPITAL OUTLAY-VEHICLES	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0%
40-812-7440	CAPITAL OUTLAY - CONT. SERVICES	\$0.00	\$90,000.00	\$0.00	\$0.00	\$84,660.00	\$5,340.00	94%

TOWN OF BEAUFORT

Statement of Revenue and Expenditures - Operating

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Encumbered</u>	<u>Balance</u>	<u>% Expd</u>
40-812-8010	DEBT SERVICE - PRINCIPAL	\$102,150.40	\$102,240.84	\$0.00	\$0.00	\$4,840.00	\$97,400.84	5%
40-812-8011	DEBT SERVICE - INTEREST	\$30,938.81	\$28,911.54	\$0.00	\$0.00	\$183.00	\$28,728.54	1%
DEPARTMENT 812 Total		\$803,765.67	\$999,277.38	\$72,577.40	\$185,074.64	\$93,967.87	\$720,234.87	28%
Utility Fund Expend Total		\$4,517,546.40	\$4,744,236.00	\$158,994.48	\$436,982.08	\$146,389.47	\$4,160,864.45	12%

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Utility Fund

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$4,678,534.04	\$463,449.09	\$888,101.94
Expended:	\$4,517,546.40	\$158,994.48	\$436,982.08
Net Income:	\$160,987.64	\$304,454.61	\$451,119.86

<u>Revenue Account</u>	<u>Description</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
60-305-0000	WATER CAPACITY FEES	\$10,948.00	\$0.00	\$1,904.00	\$1,904.00	\$1,904.00	0%
60-305-0001	SEWER CAPACITY FEES	\$249,261.60	\$0.00	\$22,096.00	\$22,096.00	\$22,096.00	0%
60-307-0001	INVESTMENT EARNINGS	\$107.86	\$0.00	\$0.00	\$0.00	\$0.00	0%
Impact Fee Fund Revenue Total		\$260,317.46	\$0.00	\$24,000.00	\$24,000.00	\$24,000.00	0%

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Impact Fee Fund

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$260,317.46	\$24,000.00	\$24,000.00
Expended:	\$0.00	\$0.00	\$0.00
Net Income:	\$260,317.46	\$24,000.00	\$24,000.00

Grand Totals

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$15,742,054.87	\$672,336.94	\$1,318,105.04
Expended:	\$13,584,605.30	\$1,140,423.57	\$3,571,211.96
Net Income:	\$2,157,449.57	-\$468,086.63	-\$2,253,106.92

Comparison of FY 19,20, and 21 Sales and Use Tax Distributions							
Sales Month	Collection Month	Distribution Month	Distribution Amount FY 2019	Distribution Amount FY 2020	Distribution Amount FY 2021	% change from PY	
July	August	October	\$102,279	\$154,624	\$198,338	28%	
August	September	November	\$118,261	\$147,895	\$158,529	7%	
September	October	December	\$104,910	\$132,455	\$173,832	31%	
October	November	January	\$113,279	\$130,905	\$162,919	24%	
November	December	February	\$118,047	\$116,991	\$155,965	33%	
December	January	March	\$112,470	\$133,544	\$177,189	33%	
January	February	April	\$91,523	\$110,330	\$137,779	25%	
February	March	May	\$96,640	\$96,305	\$136,463	42%	
March	April	June	\$127,685	\$127,868	\$191,746	50%	
April	May	July	\$123,099	\$110,588	\$190,518	72%	
May	June	August	\$145,214	\$158,801	\$210,430	33%	
June	July	September	<u>\$150,652</u>	<u>\$202,009</u>	<u>\$250,816</u>	24%	
Total			<u>\$1,404,059</u>	<u>\$1,622,314</u>	<u>\$2,144,525</u>	32%	



Town of Beaufort, NC

701 Front St. – P.O. Box 390 – Beaufort, N.C. 28516
252-728-2141 – 252-728-3982 fax – www.beaufortnc.org

**Board of Commissioners
Virtual Work Session
4:00 PM – Monday, Sept. 27, 2021**

AGENDA CATEGORY: Reconvene Quasi-Judicial Proceeding
SUBJECT: Request for Special Use Permit – 1550 Lennoxville Road - Gas-Service Station (Jim Dandy Stores); Case No. 21-17

BRIEF SUMMARY:

The applicant has submitted a Special Use Permit to operate a Gas/Service Station on a 0.478 acre lot located at 1550 Lennoxville Road.

At their June 21, 2021 meeting the Planning Board recommended 3 to 1 to deny the Special Use Permit with the conditions that the applicant provide a Transportation Impact Analysis and Environmental Assessment of the site.

On August 9, 2021, the Board of Town Commissioners conducted a Quasi-Judicial proceeding on the special use permit request and received testimony from the applicant and individuals with standing. The Board voted to recess the QJ proceeding and reconvene at the next meeting (8/23/2021) and requested additional materials of the applicant including a traffic study and an environmental study.

On Aug. 23, 2021, the Board of Commissioners reconvened a quasi-judicial proceeding on a Special Use Permit application from Jim Dandy Stores to operate a gas/service station at 1550 Lennoxville Road. The Board voted to recess the proceeding until the Sept. 13, BOC Regular Meeting to be held virtually.

On Sept. 13, 2021, the Board of Commissioners reconvened a quasi-judicial proceeding on a Special Use Permit application from Jim Dandy Stores to operate a gas/service station at 1550 Lennoxville Road. The Board voted to recess the proceeding until the Sept. 27, BOC Work Session Meeting to be held virtually.

REQUESTED ACTION:

The Planning and Inspections Director recommends the Board reconvene the quasi-judicial proceeding, receive additional evidence and testimony from the applicants and/or individuals with standing, close the proceeding, and consider voting to approve, approve with conditions, or deny the special use permit request.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: The Honorable Mayor & Board of Commissioners
From: Kyle Garner, AICP, Planning Director
Date: July 21, 2021
Case No.: 21-17

THE REQUEST: Special Use Permit for Jim Dandy Gas/Service Station

BACKGROUND:

Location: 1550 Lennoxville Road
 Owner: Sara Austin
 Applicant: Jim Dandy Stores
 CAMA Land Use: Medium Density Residential
 PIN: 730507699596000
 Size: .478 Acres
 Existing Land Use: Austin vet. Clinic
 Adjoining Land Use & Zoning: North - Single-Family Residences; Zoned R-8 (Briar Patch)
 South – Beaufort Walk Subdivision – Zoned TR (Transitional)
 West – The Oaks Subdivision - Zoned RC-5
 East – Single-Family Residences; Zoned R-8 (Ocean)

SPECIAL INFORMATION: This request will require an evidentiary hearing with presenters providing evidence, exhibits and testimony for the Board consideration when making their specific findings of fact for the Special Use Permit.

Public Utilities: Water Existing Service
 Sanitary Sewer Existing Service

ACTION:

1. Conduct Quasi-Judicial Hearing
2. Make findings of fact based on evidence, exhibits and testimony provided.
3. Approve/Deny the Special Use Permit based on Findings of Fact
4. Table decision until future meeting



COMMENTS:

Section 6-F - Height & Area Supplements & Exceptions allows the encroachment of the canopy to the property line (Lennoxville Road) See Section 6-F Exhibit.

Section 20-B - Special Use Permits (Special Use Permit Application Procedures) requires a complete application to include a site plan.

This item was discussed for about 2 hours at the July 19, 2021 Planning Board Meeting. About 15 property owners/residents expressed their concerns and provided information to the Board members to aid in their recommendation to the Board of Commissioners. After hearing from all parties the Planning Board voted 3 to 1 to recommend denial of the Special Use Permit to the Board of Commissioner's.

The Planning Board did offer the applicant the opportunity to resubmit the proposed site plan with the correct building height of the existing structure and address how it relates to other adopted plans as well as updating the application representing the actual request. Also, as part of their recommendation the Planning Board suggested that the applicant conduct a Traffic Impact Analysis (TIA) and an Environmental Assessment for the proposed site and submit that information to the Board of Commissioners.

SECTION 20 Special Use Permit (Town of Beaufort Land Development Ordinance)

E) Required Findings

1) In addition to any other findings or requirements as specified by any other section of this Ordinance, before any application for a special use may be granted or denied, the BOC shall make each of the following findings:

- a) The proposed use is an allowable special use in the zoning district it is being located within;
- b) The application is complete;
- c) The location and character of the use will be in conformity with the Town's land use plan and other comprehensive planning elements;
- d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use;
- e) The proposed special use will not substantially injure the value of adjoining or abutting properties;
- f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area; and,
- g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.



CAMA Core Land Use Plan

Generally, growth and land development is anticipated to occur in all future land use categories except for the Conservation/Open Space classification. The type and density/intensity of projected development varies within each Future Land Use Map classification. Future Land Use projections are delineated in Figure 8, Future Land Use Map. The Future Land Use Map classifications are considered part of the Land Use Plan’s policy.

Future Land Use Map Classifications

- **Medium Density Residential Classification.** The Medium/High Density Residential classification encompasses approximately 0.8 square miles (483 acres) or about 10 Percent of the total planning jurisdiction. The majority of the properties classified as Medium Density Residential are generally located immediately surrounding the Beaufort downtown area as well as north and east of the downtown area.
- The Medium Density Residential classification is intended to delineate lands where the predominant land use is higher density single-family residential developments and/or two-family developments. The residential density within this classification is generally 3 to 5 dwelling units per acre. Minimum lot sizes vary from 8,000 to 10,000 square feet unless a larger minimum lot area is required by the health department for land uses utilizing septic systems. Land uses within Medium Density Residential designated areas are generally compatible with the R-10, One or Two-family Residential; R-10MH, Single-family Residential and Manufactured Home; R-8, Medium Density Residential; and R-8A Single-family Medium Density Residential zoning districts. Public water is widely available and sewer service is required to support the higher residential densities in this classification. Streets with the capacity to accommodate higher traffic volumes are also necessary to support Medium Density Residential development.
- The Town’s goals and policies support the use of land in Medium Density-classified areas for single-family and two-family dwellings where adequate public utilities and streets are available or can be upgraded to support the higher residential densities encouraged in this classification.

Use of the Future Land Use Plan Map to Guide Development

In preparing the Future Land Use Map, consideration was given to land development objectives and policies, land suitability, and the ability to provide the infrastructure to support growth and development. The Future Land Use Map depicts the general location of projected patterns of future land uses. The Future Land Use Map is a plan or guideline for the future.

The ultimate use and development of a particular parcel of land will be determined by property owners’ desires, overall market conditions, implementation tools employed by the Town to regulate land use and development (such as the Town’s zoning ordinance, subdivision regulations, flood hazard regulations), the absence of specific natural constraints to development, and the availability of the necessary infrastructure (water, sewer, roads, etc.) to support development. Consequently, even though the Future Land Use Map may indicate a specific projected use in a



particular location, many factors come into play to determine if the projected use is appropriate and the land can be developed as projected. Also, formal amendments to the zoning ordinance and subdivision ordinance will be required to specifically authorize the type of mixed use development envisioned in this Land Use Plan.

Achieving the projected patterns of land use indicated by the Future Land Use Map will be greatly impacted by timing. Much of the projected land use indicated on the Future Land Use Map will not come to fruition without market demand. Therefore, market and economic conditions must be conducive for growth and development. While the Land Use Plan attempts to provide a general expectation of growth based upon projected population change, it simply cannot predict the economic future. The demand for houses, businesses, industries, etc. will fluctuate widely with economic conditions.

The timing of the provision of infrastructure improvements, particularly water and sewer services and roads, will also have a tremendous impact on growth and development. Development will occur where infrastructure is available or can be made available to sustain that development. Consequently, achieving the Future Land Use Map land use projections will depend in large part upon if and when infrastructure is provided. The provision of public infrastructure depends upon the capability to provide the service and demand for the service. Economic climate will be a major factor in both the capability to make infrastructure available and the level of service demand (*Core Land Use Plan*, Section IV: Plan for the Future, pg. 100).

Guide for Land Use Decision Making

The Land Use Plan, as adopted by the elected officials of the Town of Beaufort and as may be amended from time to time, will serve as the primary guide upon which to make land use policy decisions. Every land use policy decision, such as a rezoning request or approval of a conditional or special use permit, will be measured for consistency with the goals, policies, and recommendations of the Plan. The elected officials, Planning Board, Board of Adjustment, and Town staff should utilize the Land Use Plan as the basic policy guide in the administration of the zoning ordinance, subdivision regulations, and other land development regulatory tools. Persons involved in the land development business as well as the general public can also utilize the Land Use Plan to guide private decisions regarding land use and land development.

The policy statements and recommendations of the Land Use Plan can also be of assistance to the elected officials in making long-range decisions regarding such matters as the provision of municipal services, thoroughfare planning, storm water planning and management, implementation of economic development strategies, recreational facility planning, and preparation of capital and operating budgets.

It should be noted, however, that the Land Use Plan is one of a variety of guides in making a public policy decision. The Plan should be viewed as a tool to aid in decision making and not as the final decision (*Core Land Use Plan*, Section V: Tools for Managing Development, pg. 102).

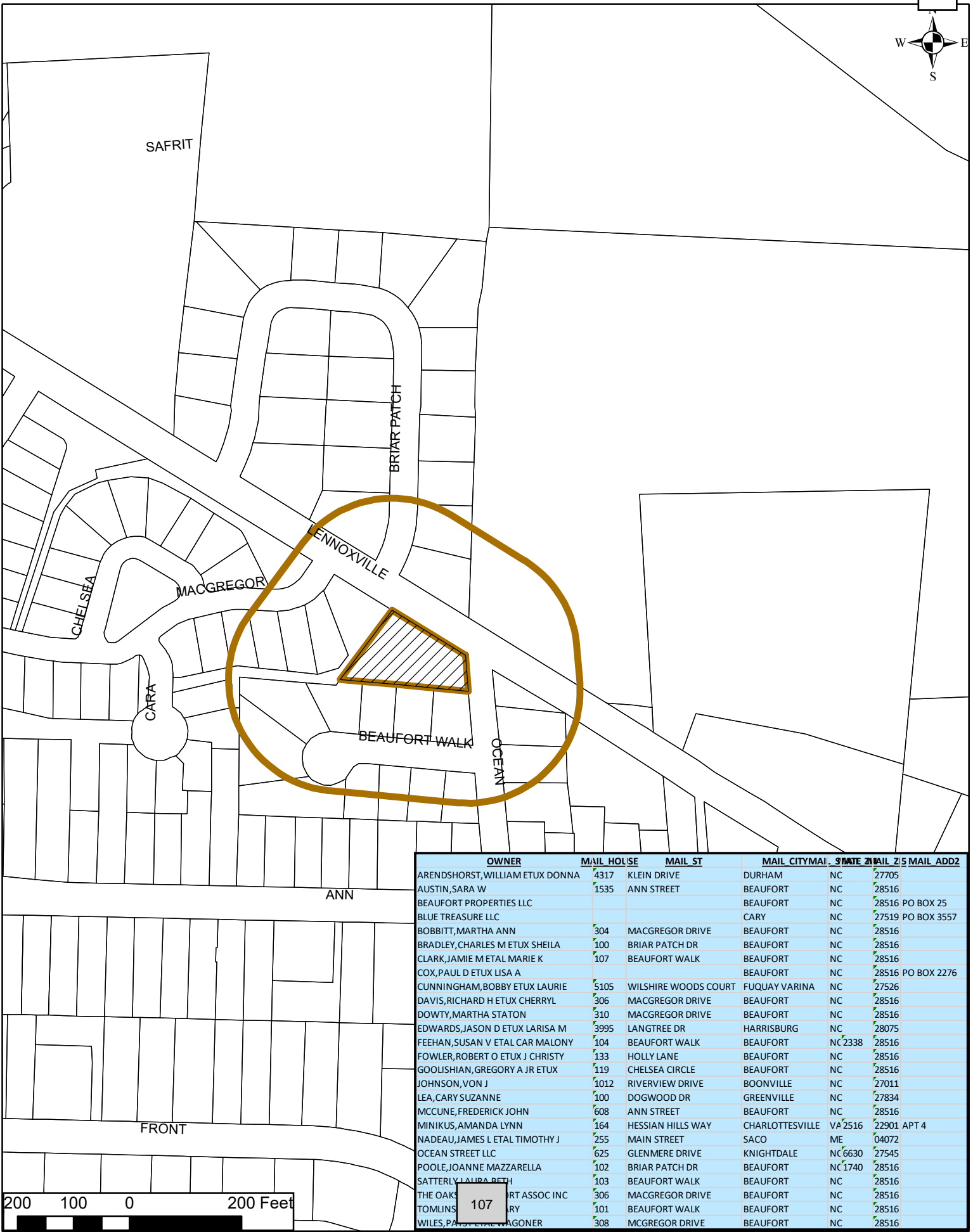


Exhibits:

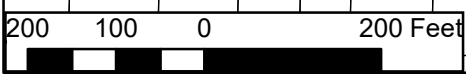
- B- Vicinity Map
- C - Zoning Map
- D - CAMA Land Use Map
- E – Application (Revised)
- F - Site Plan (Revised)
- G - Elevation Drawing
- H - List of Property Owners within 200 feet
- I - Section 6-F (LDO)
- J – Light Industrial Zone Information
- K – Section 20 Special Use Permit Information

Case 21-17 Special Use Permit - Vicinity Map With Owners Within 200 Feet

1.

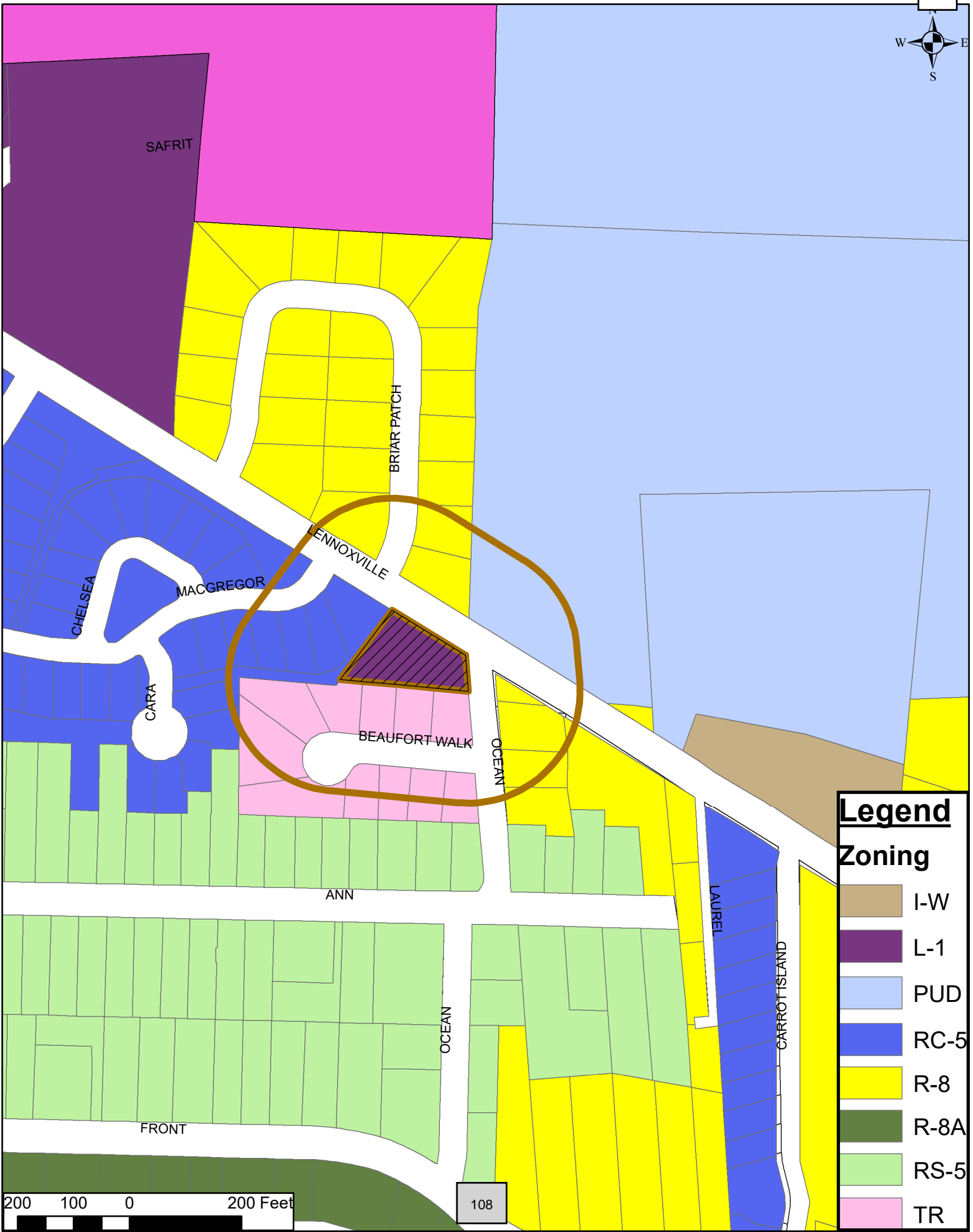


OWNER	MAIL HOUSE	MAIL ST	MAIL CITY/STATE	MAIL ZIP	MAIL ADD2
ARENDHORST, WILLIAM ETUX DONNA	4317	KLEIN DRIVE	DURHAM NC	27705	
AUSTIN, SARA W	1535	ANN STREET	BEAUFORT NC	28516	
BEAUFORT PROPERTIES LLC			BEAUFORT NC	28516	PO BOX 25
BLUE TREASURE LLC			CARY NC	27519	PO BOX 3557
BOBBITT, MARTHA ANN	304	MACGREGOR DRIVE	BEAUFORT NC	28516	
BRADLEY, CHARLES M ETUX SHEILA	100	BRIAR PATCH DR	BEAUFORT NC	28516	
CLARK, JAMIE M ETAL MARIE K	107	BEAUFORT WALK	BEAUFORT NC	28516	
COX, PAUL D ETUX LISA A			BEAUFORT NC	28516	PO BOX 2276
CUNNINGHAM, BOBBY ETUX LAURIE	5105	WILSHIRE WOODS COURT	FUQUAY VARINA NC	27526	
DAVIS, RICHARD H ETUX CHERRYL	306	MACGREGOR DRIVE	BEAUFORT NC	28516	
DOWTY, MARTHA STATON	310	MACGREGOR DRIVE	BEAUFORT NC	28516	
EDWARDS, JASON D ETUX LARISA M	3995	LANGTREE DR	HARRISBURG NC	28075	
FEEHAN, SUSAN V ETAL CAR MALONY	104	BEAUFORT WALK	BEAUFORT NC	28516	2338
FOWLER, ROBERT O ETUX J CHRISTY	133	HOLLY LANE	BEAUFORT NC	28516	
GOOLISHIAN, GREGORY A JR ETUX	119	CHELSEA CIRCLE	BEAUFORT NC	28516	
JOHNSON, VON J	1012	RIVERVIEW DRIVE	BOONVILLE NC	27011	
LEA, CARY SUZANNE	100	DOGWOOD DR	GREENVILLE NC	27834	
MCCUNE, FREDERICK JOHN	608	ANN STREET	BEAUFORT NC	28516	
MINIKUS, AMANDA LYNN	164	HESSIAN HILLS WAY	CHARLOTTESVILLE VA	2516	22901 APT 4
NADEAU, JAMES L ETAL TIMOTHY J	255	MAIN STREET	SACO ME	04072	
OCEAN STREET LLC	625	GLENMERE DRIVE	KNIGHTDALE NC	27545	6630
POOLE, JOANNE MAZZARELLA	102	BRIAR PATCH DR	BEAUFORT NC	28516	1740
SATTERLY, LAURA BETH	103	BEAUFORT WALK	BEAUFORT NC	28516	
THE OAKS RT ASSOC INC	306	MACGREGOR DRIVE	BEAUFORT NC	28516	
TOMLINS, RYAN	101	BEAUFORT WALK	BEAUFORT NC	28516	
WILES, PAUL ETAL WAGONER	308	MCGREGOR DRIVE	BEAUFORT NC	28516	



Case 21-17 Special Use Permit - Zoning Map With Owners Within 200 Feet

1.

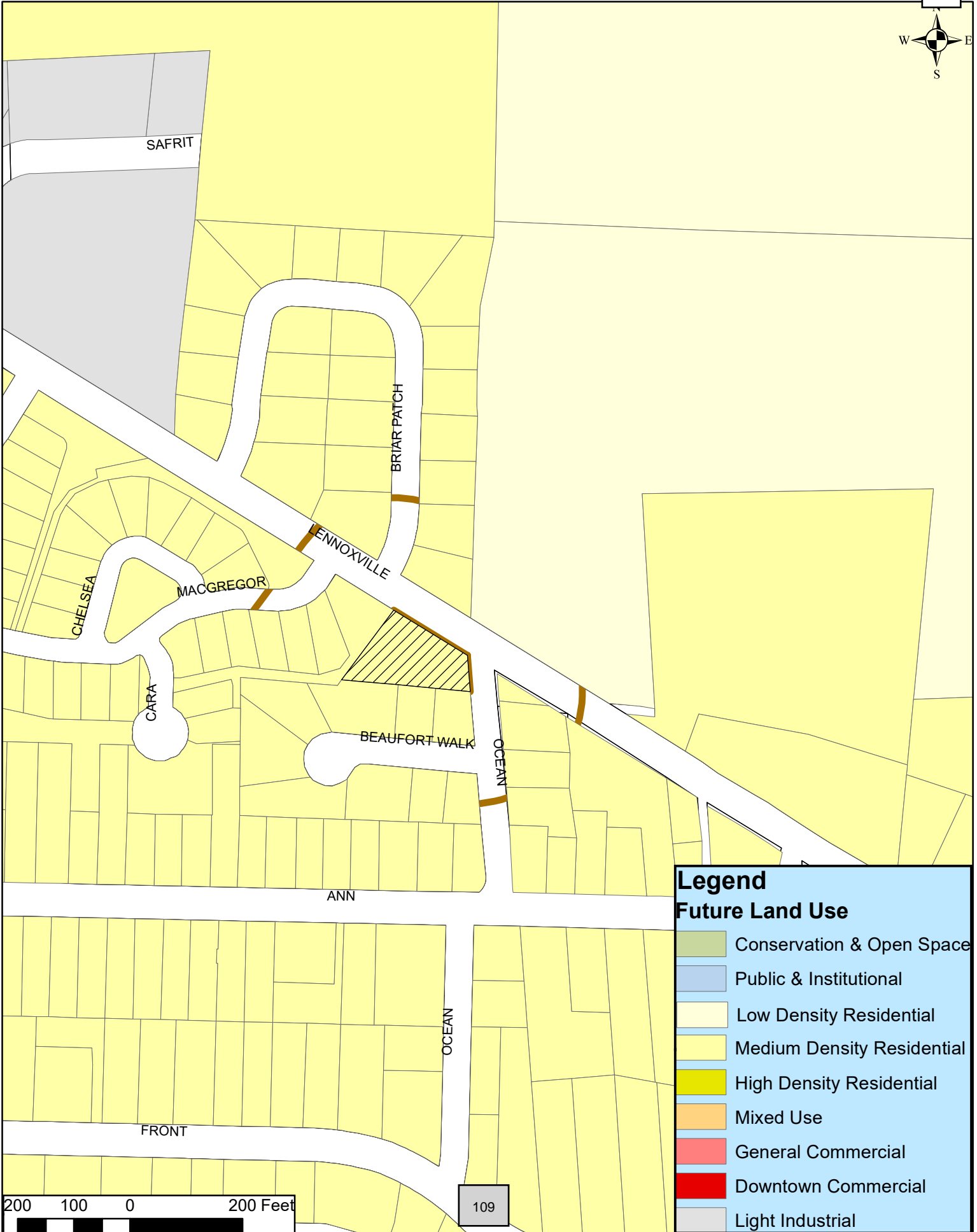
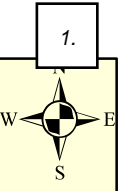


Legend	
Zoning	
	I-W
	L-1
	PUD
	RC-5
	R-8
	R-8A
	RS-5
	TR

200 100 0 200 Feet

108

Case 21-17 Special Use Permit - CAMA Map With Owners Within 200 Feet



Legend

Future Land Use

- Conservation & Open Space
- Public & Institutional
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- General Commercial
- Downtown Commercial
- Light Industrial



APPLICATION FOR A SPECIAL USE PERMIT

Instructions:

Please complete the form below including all required attachments, a **\$400.00 application fee**, and return to the Beaufort Town Hall; 701 Front Street; P.O. Box 390; Beaufort, N.C.; 28516. Incomplete applications will not be processed but will be returned to the applicant. Please call Planning and Inspections at (252) 728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Jim Dandy Stores

Applicant Address: 812 Arendell Street, Morehead City, NC 28557

Phone Number: (252) 247-6902 Email: jmdavisoil@outlook.com

Property Owner Name: Sara W. Austin

Address of Property Owner: 1550 Lennoxville Road, Beaufort, NC 28516

Phone Number: (252) 838-9028 Email: n/a

PROPERTY INFORMATION

Property Address: 1550 Lennoxville Road, Beaufort, NC 28516

15-Digit PIN: 730507699596000 Lot/Block #: n/a

Size of Property (in square feet or acres): 0.478 Current Zoning: L-1

Current Use of Property: Veterinarian Requested Use: Gas/Service Station

An application fee of **\$400.00**, either in cash, money order, or check made payable to the "Town of Beaufort" must accompany this application (a credit card payment can be made in person at Town Hall). The complete application, payment, and supporting materials must be received by Town Staff at least 15 working days prior to a regularly scheduled Planning Board meeting date.

Please refer to the Town's **Land Development Ordinance**, Sections 20 & 27, and all other pertinent sections of the Ordinance for information required to accompany this application. Any plans or documents submitted should be submitted in an electronic or digital format and one printed color copy of such documents submitted with the application.
The town's website address is www.beaufortnc.org.

[Signature]
Applicant Signature

7/20/21
Date of Applicant's Signature

[Signature]
Property Owner Signature (if different than above)

7/20/21
Date of Owner's Signature

OFFICE USE ONLY

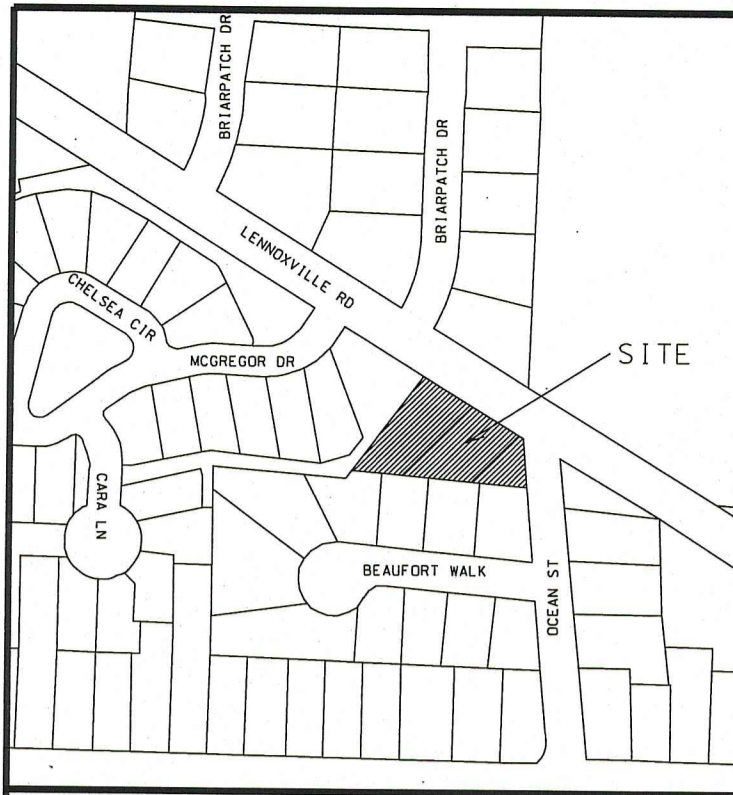
Revised 8/2020

Date: _____

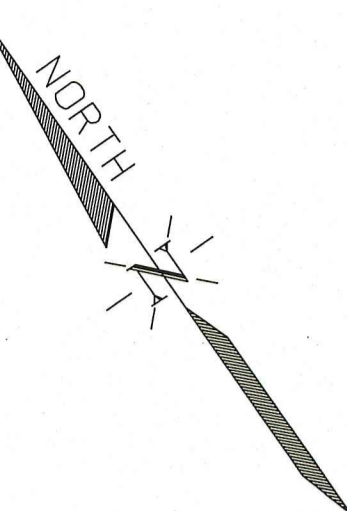
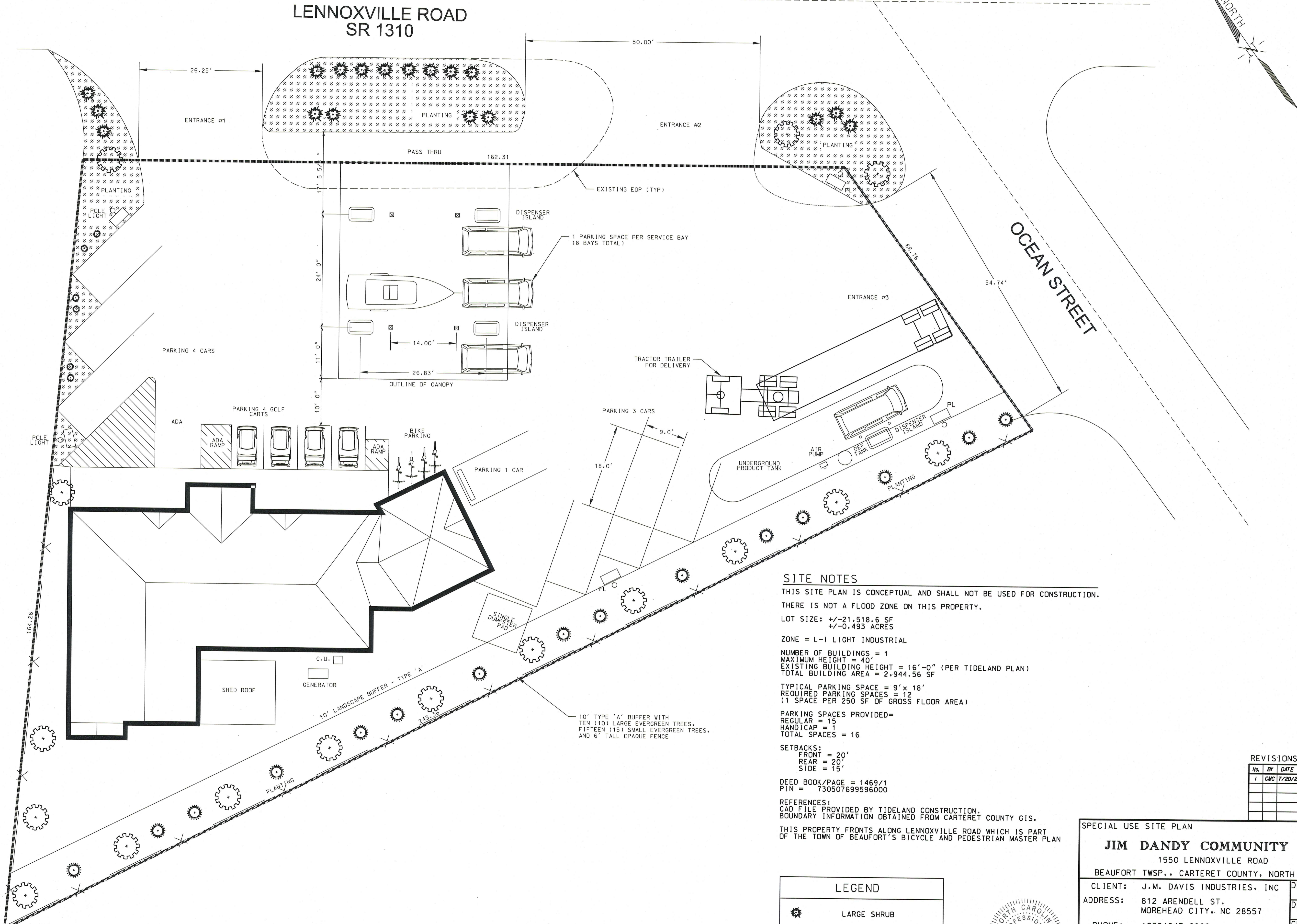
Reviewed for Completeness By: _____

Received by: _____

Date Deemed Complete and Accepted: _____



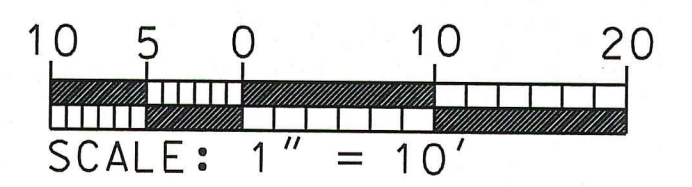
VICINITY MAP N.T.S.



SITE NOTES
 THIS SITE PLAN IS CONCEPTUAL AND SHALL NOT BE USED FOR CONSTRUCTION.
 THERE IS NOT A FLOOD ZONE ON THIS PROPERTY.
 LOT SIZE: +/-21,518.6 SF
 +/-0.493 ACRES
 ZONE = L-1 LIGHT INDUSTRIAL
 NUMBER OF BUILDINGS = 1
 MAXIMUM HEIGHT = 40'
 EXISTING BUILDING HEIGHT = 16'-0" (PER TIDELAND PLAN)
 TOTAL BUILDING AREA = 2,944.56 SF
 TYPICAL PARKING SPACE = 9' x 18'
 REQUIRED PARKING SPACES = 12
 (1 SPACE PER 250 SF OF GROSS FLOOR AREA)
 PARKING SPACES PROVIDED=
 REGULAR = 15
 HANDICAP = 1
 TOTAL SPACES = 16
 SETBACKS:
 FRONT = 20'
 REAR = 20'
 SIDE = 15'
 DEED BOOK/PAGE = 1469/1
 PIN = 730507699596000

REFERENCES:
 CAD FILE PROVIDED BY TIDELAND CONSTRUCTION.
 BOUNDARY INFORMATION OBTAINED FROM CARTERET COUNTY GIS.
 THIS PROPERTY FRONTS ALONG LENNOXVILLE ROAD WHICH IS PART
 OF THE TOWN OF BEAUFORT'S BICYCLE AND PEDESTRIAN MASTER PLAN

LEGEND	
	LARGE SHRUB
	SMALL SHRUB
	LARGE DECIDUOUS TREE



REVISIONS:			
No.	BY	DATE	DESCRIPTION
1	CMC	7/20/21	PER PLANNING BOARD

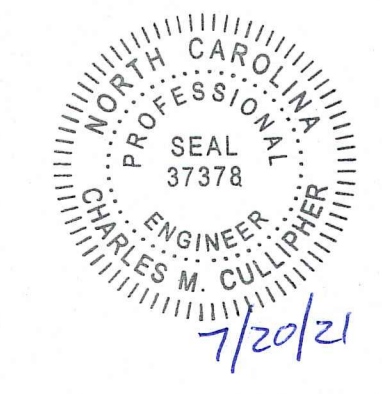
SPECIAL USE SITE PLAN

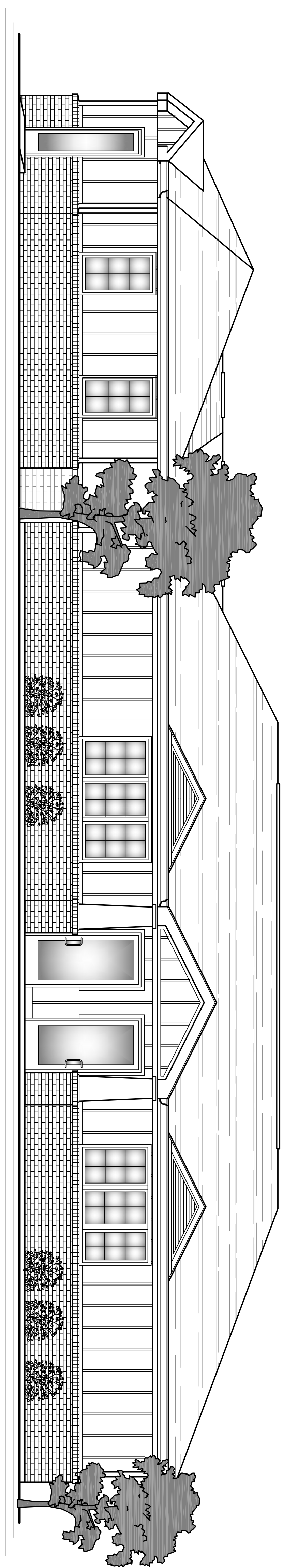
JIM DANDY COMMUNITY STORE
 1550 LENNOXVILLE ROAD
 BEAUFORT TWP., CARTERET COUNTY, NORTH CAROLINA

CLIENT: J.M. DAVIS INDUSTRIES, INC
 ADDRESS: 812 AREDELLE ST.
 MOREHEAD CITY, NC 28557
 PHONE: (252)247-6902

DESIGNED:
 DRAWN:
 CHECKED:
 CMC
 APPROVED:
 CMC
 DATE:
 6/14/21
 SCALE:
 1"=10'

THE CULLIPHER GROUP P.A.
 ENGINEERING & SURVEYING SERVICES
 151A HIGHWAY 24
 MOREHEAD CITY, N.C. 28557
 (252) 773-0090
 LICENSE NO. C-4482
CHARLES M. CULLIPHER P.E.





EXISTING FRONT ELEVATION OF AUSTIN VETERINARY
 SCALE: 1/4" = 1'-0"

112

REVISIONS		
NO.	DATE	BY



PAUL SUTTON
 (P): 252-524-1644
 (E): psutton@tidelandco.com

WILL CLARK
 (P): 252-814-7979
 (E): wclark@tidelandco.com

A NEW PROPOSED SITE PLAN FOR:
JIM DANDY #4

AUSTIN VETERINARY 1550 LENNOXVILLE ROAD BEAUFORT, NORTH CAROLINA

DATE	06.01.2021
SCALE	AS NOTED
DRAWN BY	JBC
B1	

<u>OWNER</u>	<u>AIL_HOU</u>	<u>MAIL_ST</u>	<u>MAIL_CITY</u>	<u>L_SMAIL_Z</u>	<u>MAIL_ZI</u>	<u>MAIL_ADD2</u>
ARENDSHORST,WILLIAM ETUX DONNA	4317	KLEIN DRIVE	DURHAM	NC	27705	
AUSTIN,SARA W	1535	ANN STREET	BEAUFORT	NC	28516	
BEAUFORT PROPERTIES LLC			BEAUFORT	NC	28516	PO BOX 25
BLUE TREASURE LLC			CARY	NC	27519	PO BOX 3557
BOBBITT,MARTHA ANN	304	MACGREGOR DRIVE	BEAUFORT	NC	28516	
BRADLEY,CHARLES M ETUX SHEILA	100	BRIAR PATCH DR	BEAUFORT	NC	28516	
CLARK,JAMIE M ETAL MARIE K	107	BEAUFORT WALK	BEAUFORT	NC	28516	
COX,PAUL D ETUX LISA A			BEAUFORT	NC	28516	PO BOX 2276
CUNNINGHAM,BOBBY ETUX LAURIE	5105	WILSHIRE WOODS COURT	FUQUAY VARINA	NC	27526	
DAVIS,RICHARD H ETUX CHERRYL	306	MACGREGOR DRIVE	BEAUFORT	NC	28516	
DOWTY,MARTHA STATON	310	MACGREGOR DRIVE	BEAUFORT	NC	28516	
EDWARDS,JASON D ETUX LARISA M	3995	LANGTREE DR	HARRISBURG	NC	28075	
FEEHAN,SUSAN V ETAL CAR MALONY	104	BEAUFORT WALK	BEAUFORT	NC 2338	28516	
FOWLER,ROBERT O ETUX J CHRISTY	133	HOLLY LANE	BEAUFORT	NC	28516	
GOOLISHIAN,GREGORY A JR ETUX	119	CHELSEA CIRCLE	BEAUFORT	NC	28516	
JOHNSON,VON J	1012	RIVERVIEW DRIVE	BOONVILLE	NC	27011	
LEA,CARY SUZANNE	100	DOGWOOD DR	GREENVILLE	NC	27834	
MCCUNE,FREDERICK JOHN	608	ANN STREET	BEAUFORT	NC	28516	
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NADEAU,JAMES L ETAL TIMOTHY J	255	MAIN STREET	SACO	ME	04072	
OCEAN STREET LLC	625	GLENMERE DRIVE	KNIGHTDALE	NC 6630	27545	
POOLE,JOANNE MAZZARELLA	102	BRIAR PATCH DR	BEAUFORT	NC 1740	28516	
SATTERLY,LAURA BETH	103	BEAUFORT WALK	BEAUFORT	NC	28516	
THE OAKS AT BEAUFORT ASSOC INC	306	MACGREGOR DRIVE	BEAUFORT	NC	28516	
TOMLINSON,RITA MARY	101	BEAUFORT WALK	BEAUFORT	NC	28516	
WILES,PATSY ETAL WAGONER	308	MCGREGOR DRIVE	BEAUFORT	NC	28516	

SECTION 6 Height and Area Exceptions and Supplements

The following requirements or regulations qualify or supplement, as the case may be, the zone regulations or requirements appearing elsewhere in this Ordinance.

A) *Allowed Projections into Required Yards.*

Certain architectural features, fences, walls, and hedges may project into required yards as follows as long as the corner lot visibility provisions as specified in subsection D of this section shall be observed;

- 1) Cornices, eaves, and sills – not more than two feet (2') into any required yard;
- 2) Balconies, bay windows, and chimneys – not more than three feet (3') into any required yard;
- 3) Planted buffer strips, hedges, fences, or walls, not exceeding four feet (4') in height, shall be exempt from the front yard and front building setback line requirements of this Ordinance;
- 4) Planted buffer strips, hedges, fences, or walls, not exceeding six feet (6') in height, erected in side and rear yards shall be exempt from the yard and building setback requirements of this Ordinance; and,
- 5) Open or enclosed fire escapes, outside stairways, balconies, and other necessary unenclosed projections, protruding into a minimum yard not more than thirty-two inches (32") may be permitted where such projections are so placed as not to obstruct the light and ventilation.
- 6) Paved driveways and walkways at grade as long as all impervious surface limits are met.
- 7) Trees, shrubs, and vegetation.
- 8) Every part of a required yard shall be open from its lowest point to the sky unobstructed except as permitted in sections A- 1 through A-7 of this subsection.
- 9) When adjacent lots of record are under single control by a lease agreement or a combination of ownership and lease agreement, temporary structures such as manufactured homes, manufactured offices, utility buildings, accessory buildings, etc., may extend across any common lot line(s) of the adjacent lots of record under such lease agreement. The location of such structures shall not conflict with any off-street parking requirements, on-site traffic circulation, or other applicable regulatory codes. Upon the expiration of the lease agreement, such structure must be removed to conform to the standard side or rear yard setbacks of the district within sixty days of expiration of the lease agreement.

B) *Vacant Lot Exceptions.*

If a vacant lot is adjacent to an existing lot containing an existing dwelling on the lot, and such dwelling is situated less than the required front building setback line, the required minimum front building setback line for the vacant lot shall be a line projected along the front wall of the main building to the adjacent lot and across the vacant lot. In cases where existing dwellings are situated on both sides of the vacant lot and each exists less than the

required minimum front building setback line, the required minimum front building setback line for the vacant lot shall not be less than the average of the two front building setbacks of the existing dwellings.

C) Board Action.

In the case of a housing project consisting of a group of two or more buildings to be constructed on a plot of ground of at least two acres and not subdivided into the customary streets and lots, and where the existing or contemplated street and layout makes it impractical to apply the requirements of this Ordinance to the individual buildings in such housing project(s), the application of such requirements for such housing project(s) may be adjusted by the Board of Adjustment (BOA) in a manner which will be in harmony with the characteristics of the neighborhood, will substantially insure the same kind of occupancy, when the density of land use will be no higher than allowed by this Ordinance , and a standard of open space will be at least as high as required by this Ordinance in the district in which such proposed project is to be located. In no case shall the BOA authorize a use, a building height, or a building area prohibited in the district where the housing project is to be located, provided; however, the BOA shall not exercise the authority permitted by this subsection unless or until the Board of Commissioners (BOC) has approved such housing project(s) after receiving a recommendation from the planning board.

D) Height Restrictions.

- 1) Height restrictions will be determined by the specific zoning district whether inside the Town corporate limits or within the ETJ area.
- 2) Fixtures and architectural features which are not capable of occupation, such as chimneys, cupolas, domes, elevator shafts, heating and air conditioning equipment, solar collectors, and similar equipment, fixtures and devices and antennae, and which extend no more than ten feet (10') above the highest point on the structure, shall be allowed if the base of such architectural feature or fixture has a square footage which is ten percent (10%) or less than the square footage of the highest habitable floor on the structure.
- 3) Any nonconforming residential structure in a specific zoning district which exceeds the height limitation for its specific zoning district and is damaged or destroyed by fire, flood, wind, or act of God, may be rebuilt to the dimension of such building or structure as it existed prior to the damage or destruction and according to the North Carolina State Building Codes.
- 4) Any building or structure in existence on the effective date of this Ordinance may be raised the minimum amount necessary to bring the structure into compliance with the prescriptive minimum flood elevation as determined by the National Flood Insurance program regulations, notwithstanding raising such building or structure will increase its overall height above the building height limitations established herein.

E) Exemptions.

In addition to those fixtures and architectural features allowed to extend above the maximum height limits provide in subsection D-2 of this section, the following are also exempted from the building height limit established in this Ordinance:

- 1) School gymnasiums,
- 2) The Carteret County Courthouse,
- 3) Public utility poles and towers (except towers may be subject to other limits or procedures in this Ordinance),
- 4) Municipal and public water towers,
- 5) Permitted communication towers,
- 6) Bell towers, steeples, and spires on structures used for religious purposes, elevator shafts, chimneys, and similar structural appendages not intended for occupancy or storage;
- 7) Flagpoles.

F) Canopies.

A canopy in a conforming nonresidential land use which is totally or partially supported by a structural pillar (upright support), such as but not limited to a canopy over gasoline pumps, may extend to the street right-of-way line or property line of a nonresidential use or nonresidential zone, provided such pillar is located at least ten feet (10') from a property line and the canopy is open on all four sides. Any side of a canopy may be enclosed provided the enclosed side meets the required building setback lines established herein.

E) L-I Light Industrial District.

This district is established to provide for the industries and for certain commercial establishments which in their normal operations have little or no adverse effect upon adjoining properties.

1) Minimum Lot Size.

All lots in the L-I district shall be a minimum of eight thousand square feet (8,000 ft²).

2) Minimum Lot Width.

All lots in the L-I district shall have a minimum lot width of eighty feet (80') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

Subject to the exceptions allowed in this Ordinance, each structure on a lot in this zoning district shall be set back from the boundary lines of the lot at least the distances provided in the tables set forth in this section. The building height limitation in this district is provided in the tables set forth in this section.

Table 9-7 Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
L-I	20 feet	20 feet	15 feet	40 feet

4) Accessory Building Setback Requirements.

All accessory buildings must comply with the setback requirements as set forth in section 2-F of this Ordinance, section 6 of this Ordinance, section 15 of this Ordinance, and all sections of this Ordinance.

5) Permitted Uses.

- | | |
|--|--|
| Antenna Co-Location on Existing Tower | Kennel, Indoor Operation Only |
| Aquaculture | Kennel, Indoor/Outdoor Operation |
| Athletic Field, Public | Manufacturing, Light |
| Boat Sale/Rentals | Mini-Storage |
| Car Wash | Motor Vehicle Sale/Rentals |
| Club, Lodge, or Hall | Neighborhood Recreation Center, Public |
| Community Garden | Office: Business, Professional, or Medical |
| Concealed (Stealth) Antennae & Towers | Other Building Mounted Antennae & Towers |
| Dock | Outdoor Retail Display/Sales |
| Dry Boat Storage | Outdoor Storage |
| Farming, General | Park, Public |
| General Industrial Service | Parking Lot |
| Government/Non-Profit Owned/Operated Facilities & Services | Parking Structure |
| Heavy Equipment Sale/Rentals | Personal Service Establishment |
| Heavy Vehicle Repair | Public Safety Station |

Public Utility Facility
Religious Institution
Resource Conservation Area
Satellite Dish Antenna
Signs, Commercial Free-Standing
Temporary Construction Trailer
Towing & Vehicle Service

Transportation Facility
Utility Minor
Vehicle Charging Station
Vehicle Service
Warehousing and Distribution
Establishment
Wholesale Establishment

6) Special Use (*Special Uses* text may be found in section 20 of this Ordinance).

Adult Entertainment
Adult-Oriented Retail Establishment
Commercial Indoor Recreation Facility
Commercial Outdoor Amphitheater
Commercial Waterfront Facility
Commercial, Outdoor Recreation
Facility
Gas/Service Station
Golf Driving Range
Marina
Microbrewery

Microdistillery
Mixed Use
Other Freestanding Towers
School, Post-Secondary
Tavern/Bar/Pub with Indoor Operation
Tavern/Bar/Pub with Outdoor
Operation
Theater, Large
Theater, Small
Utility Facility

SECTION 20 Special Use Permits

A) *General.*

Special uses are practices which are not permitted by right in any zoning district in the Town of Beaufort, but may only be granted after due consideration by the Board of Commissioners (BOC). The consideration of a special use application is a quasi-judicial function requiring evidentiary hearings and specific findings of fact. Special use permits may only be granted by the BOC following a recommendation by the planning board and the quasi-judicial review process as stipulated in this section.

B) *Special Use Permit Application Procedures.*

- 1) A written application for a special use permit in all zones shall be submitted to the Town's Planning and Inspections Department in accordance with the requirements of section 1-M of this Ordinance and all applicable administrative regulations. The application shall include:
 - a) A proposed use site plan which contains information documented in section 18-C of this Ordinance and the specific information features below:
 - i) A vicinity map and survey of the parcel which shall include the zoning and use of all adjacent properties;
 - ii) A legend identifying all symbols on the map;
 - iii) A North arrow and a scale;
 - iv) A preliminary design of the proposed use which shows all existing and proposed structures, parking layouts, driveways, buffering, landscaping, points of ingress and egress, easements, minimum building lines, and street rights-of-way;
 - v) A site data block of features which includes the proposed use(s), square footage of the proposed and existing structure(s), site zoning, total acreage, number of lots, minimum lot size, and average lot size;
 - vi) The map book, page number, and deed book information;
 - vii) A note stating whether any portion of the property is included in any adopted Town plan; and,
 - viii) Any other related information requested by Town staff, the planning board, or the BOC.
 - ix) All required environmental permit improvements needed for the property.
 - b) The special use permit sought; and,
 - c) Information supporting the existence of the required findings, and providing such plans or other relevant data as may be required by the Town.
- 2) Whenever an application is submitted for a special use permit in a residential zone, the applicant shall also include:
 - a) A narrative which illustrates the appropriateness of the proposed use in a residential zone. This narrative shall also describe all the architectural design features which make the proposed use and associated building compatible with the urban character of the residential neighborhood;
 - b) The submitted site plan shall also include all street front architectural elevation drawings to insure the building(s) compatibility with the surrounding residential structures; and,

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- c) Additionally, the BOC and town staff may require a professional rendering or any other graphic illustration of the proposed structure.
- 3) The application shall be reviewed by town staff and submitted with comments and recommendation to the planning board for review. After the planning board makes its recommendation, the application shall be forwarded to the BOC for consideration.

C) *Quasi-Judicial Proceeding Notification Requirements.*

The Town shall schedule a quasi-judicial proceeding for the application and BOC consideration after reasonable opportunity for staff and planning board review by providing public notice no more than thirty days after receipt of the completed application. The notice of a quasi-judicial proceeding shall be given using the standards set forth in section 3-E of this Ordinance with the exception of the following:

- 1) The notice shall be given once a week for two successive calendar weeks and published in a newspaper having general circulation within Town. The first publishing shall not be less than ten days or not more than twenty-five days before the date affixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included as documented.
- 2) All property owners within two hundred feet (200') of the lot boundaries on all sides of the subject lot as listed in the county tax records shall be mailed by the Town a notice of the quasi-judicial proceeding on the proposed special use application by first class mail at the address listed for such owners on the county tax abstracts. The notice shall identify the location and briefly describe the proposed special use. Section 3-E (2) of this Ordinance gives direction on when the notices shall be mailed.
- 3) The Town shall prominently post a sign giving notice of the quasi-judicial proceeding on or immediately adjacent to the subject area reasonably calculated to give public notice of the proposed special use public hearing not more than ten days prior to the hearing date. The wording of such sign should be similar to what is in section 3-E (4) of this Ordinance.

D) *Procedures on Special Use Applications.*

In considering whether to approve an application for a special use permit, the BOC shall proceed as follows:

- 1) The BOC shall hold the quasi-judicial proceeding and consider relevant information regarding whether the required findings under subsection E of this section exist and whether the special use is appropriate in the proposed location. The BOC shall hear relevant information from the applicant, adjoining property owners, the Town Manager, the planning board, planning officials, and any interested or affected members of the public. Parties may appear in person, by designee, or by attorney to present information relevant to the requirements of the Ordinance.
- 2) The BOC shall consider whether the application complies with each individual required finding specified in subsection E of this section. The BOC need not make the required findings at the time of the hearing and may call for additional information if needed. If the special use permit application is approved, the BOC motion shall contain language showing all the required findings under subsection E of this section have been met, and in the absence of specific findings, it shall be conclusively presumed the application complies with all the findings in subsection E of this section.
- 3) The BOC shall render a decision within a reasonable period of time not to exceed ninety days after holding the quasi-judicial proceeding for the proposed special use application.

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The BOC need not issue a decision at the time of the hearing if additional information is needed and may continue said hearing until a later date.

- 4) If the application is found not to be in compliance with one or more of the required findings of subsection E of this section or any other applicable section of this Ordinance, the application shall be denied. Such motion shall specify the particular findings the application fails to meet. It shall be conclusively presumed the application complies with all requirements not noted by the BOC in their motion to deny the application.
- 5) Notwithstanding the specific requirements of this Ordinance, the BOC may impose additional conditions and reasonable requirements upon the requested special use permit in order to ensure the use is consistent with the required findings as specified under subsection E of this section. The BOC may place an expiration date on the special use permit if a building permit is not secured within a certain period of time. If the special use permit is not renewed periodically by the recipient of the permit, it will expire on the date given to the permit by the BOC.
- 6) After the BOC renders its decision on the special use permit application, the reasons for granting or denying the application shall be made in writing. A written copy of the conclusion(s) of the BOC about the facts of the case and the board's corresponding decision shall be forwarded to the applicant within ten days.

E) Required Findings.

- 1) In addition to any other findings or requirements as specified by any other section of this Ordinance, before any application for a special use may be granted or denied, the BOC shall make each of the following findings:
 - a) The proposed use is an allowable special use in the zoning district it is being located within;
 - b) The application is complete;
 - c) The location and character of the use will be in conformity with the Town's land use plan and other comprehensive planning elements;
 - d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use;
 - e) The proposed special use will not substantially injure the value of adjoining or abutting properties;
 - f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area; and,
 - g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.
- 2) The BOC shall make its findings based on "competent evidence" as described in N.C.G.S. 160A-393 (k) and will be cognizant the statute provides in part "competent evidence" shall not be deemed to include the opinion testimony of lay witnesses as to any of the following:
 - a) The use of property in a particular way would affect the value of other property.
 - b) The increase in vehicular traffic resulting from a proposed development would pose a danger to the public safety.

- c) Matters about which only expert testimony would generally be admissible under the rules of evidence.
- 3) Compatibility Standards for Special Uses in Residential Zones:
In deciding whether the architectural elements of the proposed special use in a residential zone will be compatible with the adjoining buildings, the BOC shall review said proposal in reference to the following architectural elements:
 - a) Size (footprint);
 - b) Height;
 - c) Proportion and scale;
 - d) Roof shape(s);
 - e) Setbacks;
 - f) Location, size, and number of openings (doors and windows);
 - g) Materials;
 - h) Color; and,
 - i) Texture.

F) **Special Use Guidelines.**

1) Adult Establishments.

- a) No building, structure, or any portion thereof nor any portion of a lot or parcel or property shall be used for an adult establishment at a location closer than one thousand feet (1000') from any other adult establishment; or closer than one thousand feet (1000') from any residentially zoned property, pre-school, child care, nursery school, day care, K-12 school, public playground, or church situated within the Town limits or the ETJ.
- b) Plans are required and must show:
 - i) Locations of buildings and signs and the size of the plan;
 - ii) Proposed points of access and egress and patterns of circulation;
 - iii) Layout of parking spaces;
 - iv) Lighting plan inclusive of wattage and illumination; and,
 - v) Landscape plan.

2) Day Care Centers (Including Kindergarten).

- a) One parking space shall be provided for each adult attendant and one parking space provided for every six children or fraction thereof.
- b) Section 19 of this Ordinance gives the screening/buffering and fencing guidelines required for this application.
- c) Plans are required and must show:
 - i) Location and approximate size of all existing and proposed structures and buildings within the site and on the lots adjacent thereto;
 - ii) Proposed points of access and egress and pattern of circulation;
 - iii) Layout of parking spaces;
 - iv) Location and extent of open play area(s);
 - v) Day care center shall provide one hundred square feet (100 ft²) of play area space per pupil.

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- vi) Outdoor play area shall be enclosed by a solid or open fence or wall at least four feet (4') in height. Where the outdoor play area is directly adjacent to a residentially used or zoned lot, a solid fence or wall at least six feet (6') high or the maximum applicable fence or wall height limitation for the district or an open fence at least four feet high (4') and a screen planting designed to grow three feet (3') thick and six feet (6') high shall be created. The BOC may at its discretion, require additional screening/buffering and/or fencing elements to be located adjacent to abutting nonresidential land uses.
- vii) In residential districts, a day care center shall not be operated between the hours of 7:00 p.m. and 7:00 a.m. unless with written approval by the BOC.
- viii) Landscape plan.

3) Radio or Television Transmitter.

- a) Minimum lot area – at least three acres in area.
- b) One parking space is required at the site.
- c) Plans are required and must show:
 - i) Location and approximate size of all existing and proposed structures within the site and within one thousand linear feet in all directions;
 - ii) Proposed points of access and egress;
 - iii) Proposed off-street parking spaces; and,
 - iv) Protective fencing at least six feet (6') high with three stands of barbed wire turned out and ten feet (10') from the perimeter of the antenna base shall be established.

4) Telecommunication Tower.

- a) Guy-wire towers shall not be permitted.
- b) Co-location towers shall be permitted.
- c) Height of communication towers shall be regulated by the Federal Aviation Administration (FAA).
- d) Communication towers are prohibited in front yards and shall be in compliance with the Telecommunication Act of 1996.
- e) Local governments have no ability to prohibit towers on the basis of environmental or health issues according to the Federal Radio Frequency Emission Standards.
- f) The BOC may deny a permit based upon a tower's influence on property value or aesthetics.
- g) A minimum lot size of one-half acre per tower shall be met; however, the Telecommunication Tower shall be placed on a lot of sufficient size, and in a position on the lot, if the tower falls, no part of it will fall onto adjacent property. Variances shall not be allowed.
- h) Landscaping and screening/buffering are required as approved by the planning board and according to section 15 and section 19 of this Ordinance.
- i) A six-foot (6') high protective barrier shall be required around the base of the tower. The barrier shall be a masonry wall, chain link fence, solid wood fence, or opaque barrier as described in section 19 of this Ordinance.
- j) Setback requirements shall be according to the district in which the tower is located.
- k) Towers shall be lighted to satisfy the FAA requirements.

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- l) Towers shall be removed within ninety days following abandonment of such towers.
- m) Towers shall be removed by the property owner within one hundred eighty days following damage or termination of operation resulting in inoperable towers or towers where the owner of the tower shows no intent to repair said tower. Blown over towers shall also be removed by the owner of such tower under this guideline.
- n) Any advertising signage is strictly prohibited on towers.
- o) Towers shall be painted blue or gray if not otherwise required by the FAA.
- p) The owner must provide adequate insurance coverage for any potential damage caused by or caused to the tower.
- q) For permitting purposes, site plans are required as defined in section 18 of this Ordinance and shall show all of the following additional features:
 - i) Identification of intended user of tower.
 - ii) Documentation by registered engineer shows tower has sufficient structural integrity to accommodate more than one user.
 - iii) Statement from owner indicating his intent to allow shared use of the tower and how others will be accommodated.
 - iv) Evidence the property owners of residentially zoned/used property within three hundred feet of the base of the proposed tower, would be notified prior to the special use application being heard by the BOC.
 - v) Documentation which shows towers over a certain height are absolutely necessary for the provision of service (i.e., a tower up to one hundred ninety-six feet (196') cannot provide a reasonable level of service).
- r) The BOC shall determine if a tower is in harmony with the area and compatible with adjacent properties and may consider the aesthetic effects of the tower as well as mitigating factors concerning aesthetics. The BOC may disapprove a tower based on the grounds the aesthetic effects are unacceptable and a new site should be proposed. The following factors shall be considered:
 - i) Protection of the view in scenic areas, unique natural features, scenic roadways, historic sites, etc.
 - ii) Prevention of a concentration of towers in one certain area; and,
 - iii) Height, design, placement, and other characteristics could be modified to have a less intrusive visual impact.

5) Marinas.

- The requirements below are for marinas and for proper disposal of sewage from boats:
- a) All slips over thirty feet (30') shall provide a permanent pump-out connection so a hose of not more than thirty feet (30') can reach the mid-point of the slip.
 - b) Any vessel with a permanently installed marine sanitation devise shall be located so the holding tank can be pumped-out using a hose not to exceed thirty feet (30').
 - c) Mobile pump-out equipment may not be used to meet the requirements of subsections 5a) and 5b) of this section.
 - d) A marina may not charge marina tenants an additional fee to pump-out their holding tanks.
 - e) When a T-head of a dock is unoccupied during regular business hours, the marina shall provide public access to the pump-out facility for a nominal fee.

6) Office: Small Business.

Property owners may be granted a special use permit for an Office: Small Business in a Residential Zoning District if identified as a *Small Business* as defined in section 4 of this Ordinance.

- a) In addition to application requirements outlined in subsection B of this section, special use permit applications must include the following:
 - i) Detailed narrative describing the activities associated with the requested use;
 - ii) Number of employees requested to work on site;
 - iii) Requested business hours of operation;
 - iv) Estimated number of clients served on site per day; and,
 - v) Detailed drawing or photographs, including measurements, of signage if requested.
- b) Signage will be reviewed by the BOC at the time of the special use permit and will meet the following standards:
 - i) Not more than one sign is permitted;
 - ii) Sign will not exceed an area of two square feet (2 ft²);
 - iii) Colors will be compatible with those of the structure and will not detract from the residential characteristics of the structure;
 - iv) Sign will be affixed flatly against the building; and,
 - v) Directly lighted and/or neon signage is not permitted.
- c) Conditions: The BOC may impose reasonable conditions as it deems necessary for the protection of the public health, general welfare, and public interest regarding:
 - i) Compatibility. The compatibility of the proposal, regarding both use and appearance, with the surrounding neighborhood;
 - ii) Hours of Operation. The frequency and duration of indoor/outdoor activities and the impact of the surrounding area;
 - iii) Noise. The added noise level created by activities associated with the request;
 - iv) Parking. The request will not generate a need for additional parking; and,
 - v) Appearance. The general appearance will not be adversely affected by the location of the proposed use on the property.