



**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**  
**Regular Meeting**  
**6:00 PM Monday, February 12, 2024**  
**Train Depot, 614 Broad Street**

---

---

**Call to Order/Pledge of Allegiance**

**Roll Call**

**Agenda Approval**

***Recognition of Peter Crumley, Parks & Recreation Advisory Board***

**Items of Consent**

- [1.](#) Meeting Minutes- January 8, 2024
- [2.](#) Appointment to the Beaufort Fire Department Fire Relief Fund
- [3.](#) FY 2025 Budget Calendar
- [4.](#) Juneteenth by the Sea Event Application
- [5.](#) Beaufort Bridge Run Event Application

**Presentations**

- [1.](#) Unified Development Ordinance (UDO) Primer

**New Business**

- [1.](#) GFL Contract Extension
- [2.](#) Award of Construction Contract FY23 Street Rehabilitation and Construction
- [3.](#) Case #24-02 Davis Bay Final Plat
- [4.](#) Volunteer Board Appointments

**Public Comment**

**Manager Report**

**Mayor/Commissioner Comments**

**Closed Session**

- [1.](#) Pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (4)

**Adjourn**



**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024**

---

**AGENDA CATEGORY:** Items of Consent

**SUBJECT:** Meeting Minutes- January 8, 2024

**REQUESTED ACTION:**

Approval of the attached draft meeting minutes from January 8, 2024.

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk



**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**  
**Regular Meeting**  
**6:00 PM Monday, January 08, 2024**  
**Train Depot, 614 Broad Street**

---

**Call to Order/Pledge of Allegiance**

Mayor Harker called the meeting to order at 6:00 p.m. and invited all to join in reciting the Pledge of Allegiance.

**Roll Call**

Elizabeth Lewis, Town Clerk, called the roll.

**PRESENT:**

- Mayor Sharon Harker
- Mayor Pro Tem Melvin Cooper
- Commissioner Paula Gillikin
- Commissioner John LoPiccolo
- Commissioner Bucky Oliver
- Commissioner Sarah Spiegler

**ABSENT:** None

**Agenda Approval**

Commissioner Cooper made a motion to approve the agenda as presented.

The motion carried unanimously.

**Items of Consent**

1. Meeting Minutes- December 11, 2023

Commissioner Cooper made a motion to approve the Items of Consent as presented.

The motion carried unanimously.

**New Business**

1. Local Government Revenue Bond Application Resolutions for the USDA-Funded Utilities Contracts

Todd Clark, Town Manager, explained the two resolutions before the Board for approval were related to the USDA-Funded Utilities Contracts. He noted one resolution was related to Water and Sewer, while the other was related to the Stormwater portion of the project.

1.

Commissioner Cooper made a motion to approve the Resolution of the Board of Commissioners of The Town of Beaufort, North Carolina, directing the application to the Local Government Commission for approval of Water and Sewer System revenue bond anticipation notes and subsequent Water and Sewer System revenue bonds; making certain findings of fact; and requesting Local Government Commission approval of the Town's Water and Sewer System revenue bond anticipation notes and subsequent Water and Sewer System revenue bonds.

The motion was adopted by a vote of 5-0.

Ayes: Commissioner Cooper, Commissioner Gillikin, Commissioner LoPiccolo, Commissioner Oliver, Commissioner Spiegler

Nays: None.

The motion to adopt the aforementioned order was seconded by Commissioner Oliver and was adopted by the Board of Commissioners on the following vote:

Ayes: Commissioner Cooper, Commissioner Gillikin, Commissioner LoPiccolo, Commissioner Oliver, Commissioner Spiegler

Nays: None.

Commissioner Cooper made a motion to approve the Resolution of the Board of Commissioners of The Town of Beaufort, North Carolina, directing the application to the Local Government Commission for approval of a Stormwater System revenue bond anticipation note and subsequent Stormwater System revenue bond; making certain findings of fact; and requesting Local Government Commission approval of the Town's Stormwater System revenue bond anticipation note and subsequent Stormwater System revenue bond.

The motion was adopted by a vote of 5-0.

Ayes: Commissioner Cooper, Commissioner Gillikin, Commissioner LoPiccolo, Commissioner Oliver, Commissioner Spiegler

Nays: None.

The motion to adopt the aforementioned order was seconded by Commissioner Oliver and was adopted by the Board of Commissioners on the following vote:

Ayes: Commissioner Cooper, Commissioner Gillikin, Commissioner LoPiccolo, Commissioner Oliver, Commissioner Spiegler

Nays: None.

2. Case # 23-11 Final Plat - Beau Coast Phase 3

Kyle Garner, Planning Director, explained the applicant wishes to subdivide a 27.64-acre tract into 48 Single-Family Residential Lots. As part of the process, the developer has requested to bond the infrastructure improvement and has submitted cost estimates for the complete cost of improvements totaling \$\$880,605.56. Mr. Garner noted the Planning Board unanimously recommended approval.

Commissioner Oliver confirmed the Town did not have control over the HOA associated with Beau Coast. He suggested if there were questions or concerns, those would be handled directly by the HOA.

Mr. Garner noted that Town Staff does not enforce HOA rules.

Commissioner Oliver asked if the Final Plat being considered was consistent with the plans and specs that have preceded this phase of the development.

Mr. Garner confirmed that it was.

Commissioner Cooper expressed concerns with wetland areas.

Commissioner Spiegler also confirmed the Final Plat is consistent with the Preliminary Plat.

Commissioner LoPiccolo asked if the Planning Board had any concerns with the case.

Mr. Garner noted they had questions regarding the HOA and expressed concerns about the wetlands.

Commissioner Gillikin also spoke on the wetland concerns, noting the importance of citizen awareness and protecting wetland resources. She noted this project was following all the rules and regulations set forth from the beginning. She suggested the wetland topic be considered as part of the UDO update.

Joe Boyd, with WithersRavenel, spoke on behalf of Blue Treasure, LLC. He explained in this phase, there were wetlands within private lots, but they were not proposing to touch those. He noted all permitted impacts have been completed and approved through various entities.

Commissioner Cooper asked how they would guarantee there would be no further impacts on the wetlands.

Mr. Boyd explained through local enforcement.

Commissioner Cooper suggested there be affordable housing within Beau Coast.

Karl Blackley, President of Preston Development Company, shared that he has spoken with previous Boards about affordable housing. He explained they have not been able to offer that in the current development, due to the cost of land. He shared if there was a task force setup, he would welcome the opportunity to be part of it. He noted they would not be building workforce houses as part of the Beau Coast development.

Commissioner LoPiccolo asked if short term rentals would be available in the Final Plat.

Mr. Blackley said they would not be allowed in Phase 3.

Commissioner Cooper made a motion to approve Case #23-11 Final Plat, Beau Coast Phase 3 as presented.

The motion carried unanimously.

3. Case # 23-12 Final Plat- Beau Coast Amenity Center & Five Residential Lots

Mr. Garner explained the applicant was requesting to subdivide a 6.203-acre tract into five Single-Family Residential Lots and the Amenity Center. He noted that majority of the project was open space. He shared the applicant has chosen to request to bond the infrastructure improvement and has submitted cost estimates totaling \$357,804.89. He noted the Planning Board unanimously recommended approval of the Final Plat.

Commissioner Spiegler asked if the Final Plat was the same as the Preliminary Plat.

Mr. Garner confirmed that it was the same.

Commissioner Gillikin made a motion to approve Case #23-12 Final Plat as presented.

The motion carried unanimously.

4. Beaufort Business Association (BBA) Waiver Request of Mardi Gras Fees

Mr. Clark shared that Nelson Owens, president of the BBA, was formally requesting that the Board of Commissioners waive the Mardi Gras Fees and that the Town act as sponsor for the event. He noted that Town Staff recommends denial of the request to waive the \$3,653 fee. He shared the schedule of fees and charges was established with intentional and thoughtful consideration by the Board of Commissioners. He explained that if the request to waive Mardi Gras fees is approved, the Board should anticipate similar requests in the future from other organizations. 1.

Commissioner Oliver asked if he could speak on the topic, as a member on the BBA's board.

Arey Grady, Town Attorney, asked if the Town made any appropriations to the organization.

Commissioner Oliver replied they did not.

Mr. Grady said he was in the clear to speak on the matter.

Commissioner Oliver suggested the Town look at the bigger picture, rather than the request to waive the Mardi Gras Fees. He recommended tabling the request, in consideration of a future discussion on parking revenues and education on what the BBA does for the Town.

Commissioner Spiegler shared she agreed with Commissioner Oliver's comments. She noted the Mardi Gras Event was quickly approaching and the Town should not set a precedence for any group. She suggested looking at the topic as a bigger picture would be a better approach, after gathering a better understanding of how the parking revenues are utilized.

Commissioner LoPiccolo suggested they be mindful of all non-profits putting on events within the Town and how requests like street closures affect the downtown area. He also agreed that looking at the issue as a whole seemed more logical, in consideration of parking funds and other businesses.

Commissioner Gillikin noted there had been some conversation about the Town becoming part of the Main Street Program. She confirmed with Mr. Clark, there was not a written policy for the purpose of the parking program or how the funds would be utilized. She also shared liability concerns with being an official sponsor of events such as Mardi Gras.

Nelson Owens, President of the BBA, shared they provide many free events such as the July 4th Parade, Fireworks, Christmas Parade, Santa's Village and Pirate Drop. He also noted that in 2023, they had 29 free concert events on the waterfront. He explained the reason he asked for sponsorship with the Town was in effort to create a partnership with the Town and potentially a Main Street Program.

Commissioner Oliver made a motion to table the request to waive the fees associated with Mardi Gras, with a focus on formulating a plan that addresses utilization of parking revenues and other topics associated within the business district. He noted the importance of keeping this item at the forefront of upcoming meetings.

The motion carried unanimously.

## **Public Comment**

### **Riley Lewis: 2710 Bridges Street, Morehead City**

Ms. Lewis shared that she was the White Oak Waterkeeper with Coastal Carolina Riverwatch. She explained that she was part of a water quality company and that she often went to Beaufort for work as well as personal reasons. She discussed the Beau Coast Development, specifically concerns around the wetlands area. She explained that as wetlands were removed, there was a risk to water quality through filtration and noted the importance the area provided to mitigate flooding. She suggested the Town consider flood maps going forward and 6 mindful of flooding projections sea level rise. She

ended by promoting Coastal Carolina Riverwatch and herself as a resource in considering any future development in Beaufort. 1.

**Ashlyn Clark: 301 Hillsborough Road, Carrboro**

Ms. Clark explained she was a recent graduate of the University of North Carolina and had spent her last four months conducting research on Carteret County's wetlands and the implications of their development. She shared much of her research took place in Beaufort and surrounding areas, in terms of the impacts of water quality they were analyzing and the policies that Beaufort has enacted to protect the wetlands over the last 20-30 years. She discussed changes made in 2023 and why it was more important than ever before to protect wetlands. She also mentioned the Beau Coast development, noting concerns associated with the loss of recreational areas and the loss of crucial habitats that endangered, rare and threatened species rely on for survival. She encouraged the Board to consider how local developments promote the new demographics they hope to see in Beaufort. She suggested the Beau Coast development was causing harm to the environment. She shared as part of her Senior Project, she created an informational packet about Carteret County's wetlands and distributed a copy to the Board and Town Clerk.

**Suzanne Schmidt: 1527 Ann Street, Beaufort**

Ms. Schmidt requested the public comment portion of the meeting be before the Commissioners take a vote on New Business, rather than at the end of the meeting.

**Harriet Altman: 103 Leonda Drive, Beaufort**

Ms. Altman noted it would have been helpful to have the first two people who spoke during the Public Comment share that information at the beginning of the meeting, as it would have been useful in the Board's discussion about wetlands. She also suggested the Public Comment period should take place before the Board votes on any topic.

**Manager Report**

Mr. Clark shared a monthly Manager's Report which can be accessed online by visiting the following link: <https://www.beaufortnc.org/boardofcommissioners/page/managers-report>

Some highlighted topics include: USDA Funded Utility Projects; Professional Park Drive Area Stormwater Inventory & Flood Study; FY23 Street Rehabilitation and Construction Project; Golden Leaf Foundation Grant Application; as well as other upcoming events and activities.

**Mayor/Commissioner Comments**

Commissioner Oliver offered a moment of remembrance and recognition for Doctor Geralene Mills Sutton, who recently passed away. He shared the important role she played in Beaufort, specifically being the driving force behind the Maritime Heritage Foundation project, where she harnessed her skills, effort, and her rolodex. He noted Ms. Sutton touched many lives in Beaufort and asked the audience to stand to wish her peace.

Commissioner Cooper wished all a Happy New Year. He thanked those who spoke during Public Comment, specifically those from Coastal Riverwatch. He made note of two Martin Luther King Jr. ceremonies taking place in the next few weeks.

Commissioner Spiegler also thanked Riley and Ashlyn for their comments during the meeting. She noted that she appreciated the Final Plat for Beau Coast Phase 3 was consistent with the Preliminary Plat. She said there were some things in the Plat that did stand out, and she would continue to monitor coastal wetlands issues very closely. She noted it was especially important to consider projects that are in tracts of land adjacent to the Town's water bodies, as they have very large impacts on the water quality in the area. She also noted that once Phase 3 and the adjacent Phase 2B is developed, the entire south shore of Turner Creek will be developed.

Commissioner LoPiccolo thanked all who came and participated in the meeting. He offered his condolences to the Sutton family. He thanked Town Staff at the Wastewater Treatment Plant, as they continue to deal with outdated and non-functioning computer systems. He noted the developers and engineers did their due diligence as far as Beau Coast Phase 3 was concerned. He stressed the importance of the update to the Town's UDO.

Commissioner Gillikin echoed the comments of her fellow Commissioners regarding Beau Coast Phase 3. She too noted the importance of the environment and wetlands in the area. She thanked the developers of Beau Coast, for complying with rules and regulations along the way, while even surpassing some of the State Stormwater regulations. She also stressed the importance of the UDO update, as it will provide an opportunity for the Town to shape future growth and development.

Mayor Harker commended the Commissioners for a great meeting and thanked all who were in attendance. She shared that she made the decision to move Public Comment to the latter part of the meeting, in the hope that citizens would stay engaged for the entirety of the meeting. She also offered her condolences to the Sutton family.

**Closed Session**

- 1. Pursuant to NCGS 143-318.11 (a) (3)

Commissioner Cooper made a motion to enter closed session pursuant to NCGS 143-318.11 (a) (3).

The motion carried unanimously.

**Adjourn**

Commissioner Oliver made a motion to adjourn the meeting at 8:30 p.m.

The motion carried unanimously.

---

Sharon E. Harker, Mayor

---

Elizabeth Lewis, Town Clerk





**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024**

---

**AGENDA CATEGORY:** Items of Consent

**SUBJECT:** Appointment of Firefighter Phillip Dowd to the Beaufort Fire Department Fire Relief Fund

**BRIEF SUMMARY:**

The Firefighters' Relief Fund was created through insurance proceeds to financially assist firefighters who experience injury or loss of life while performing fire department duties. By legislature guidance there are five seats on the Board of Directors for the Beaufort Fire Department's Firefighters Relief Fund, two appointed by the fire department, two appointed by the Town Commissioners, and one appointment by the NC Insurance Commissioner. The Beaufort Fire Department has one of the Town Commissioners appointed seats on the board becoming vacant.

**REQUESTED ACTION:**

Appointment of Senior Firefighter Phillip Dowd to the Firefighters Relief Fund's Board of Directors

**SUBMITTED BY:**

Chief Tony Ray  
Beaufort Fire Department

**BUDGET AMENDMENT REQUIRED:**

N/A



**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**  
**Regular Meeting**  
**6:00 PM – Monday, February 12, 2024**  
**Train Depot, 614 Broad Street**  
**Beaufort, NC 28516**

---

**AGENDA CATEGORY:** Items of Consent

**SUBJECT:** FY 25 Budget Calendar

**BRIEF SUMMARY:**

Review and approve the scheduled dates for presentations, workshops, public hearing, and approval of the FY2025 Budget.

**REQUESTED ACTION:**

Approve FY 25 Budget Calendar

**EXPECTED LENGTH OF PRESENTATION:**

5 minutes

**SUBMITTED BY:**

Christi Wood – Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

# FY 2025 Budget Adoption Calendar

May 13, 2024 - Budget presented at Town Board Meeting  
6 PM, Train Depot

May 14, 2024 - Budget Work Session  
4 PM, Train Depot

May 22, 2024 – Budget Work Session  
6 PM, Train Depot

May 28, 2024 - Budget Work Session (if needed)  
4 PM, Train Depot

June 10, 2024 – Public Hearing and Adoption of the FY25 Budget at the Town Board Meeting  
6 PM, Train Depot



**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**

**Regular Meeting**

**6:00 PM – Monday, Feb. 12, 2024**

**AGENDA CATEGORY:** Items for Consent  
**SUBJECT:** Juneteenth by the Sea 2024

**REQUESTED ACTION:** Consider approval of the event application for the 2024 Juneteenth by the Sea. This event is in its 4<sup>th</sup> year; however, this is the first time they are requesting this set-up. Presented by WOE Enterprises with organizers Tyisha Teel and Tia Crooms, Juneteenth is hoping to expand to more of a festival in 2024.

They have requested the closure of Middle Lane on Saturday, June 14 starting at 8 a.m. and ending at 11 p.m. The actual event hours are 5 – 10 p.m. Set-up will take place during the day. There will be music, food trucks, vendors and a beer garden.

In addition to the road closure, the request includes an alcohol waiver with permission to set-up a beer garden and to consume alcohol on Town property. The beer garden will be set up on private property but patrons would be able to walk on Middle Lane from one establishment to another with an open container.

Town resources utilized:

2 officers from 5-10 p.m.

5 trash cans

3 recycling cans

Road closure

Public Safety and Town Event staff do not have any issues. The organizers have already been in contact with adjacent property owners about the event for participation and awareness.

**EXPECTED LENGTH OF PRESENTATION:**

None

**SUBMITTED BY:**

Rachel Johnson, Parks & Events Coordinator

**BUDGET AMENDMENT REQUIRED:** No

Date Application Received:  
1/26/24  
Permit Number:



### APPLICATION FOR SPECIAL EVENT PERMIT

Please return completed application form with permit fee and paperwork to:

Events Coordinator, Town of Beaufort  
701 Front Street  
P.O. Box 390  
Beaufort, NC 28516  
Phone: (252) 728-2141 Email: [r.johnson@beaufortnc.org](mailto:r.johnson@beaufortnc.org)

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

### EVENT BASICS

Event Name: Juneteenth By the Sea (4th Annual)

Location of Event Site: Beaufort, NC - Middle Lane

(If more than one site is being requested please be specific and list each one individually below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Run by: WOE Enterprises

\*Applicant (Organizer) Name: Tyisha T. Teel Contact # 252-342-0234

Day of Event Contact #: Tyisha T. Teel Email: mtteel@gmail.com

- Type of Event:
- Festival
  - Parade
  - 5K Race
  - 10K Race

\*Tia R. Crooms 919-201-7122  
Email - tcrooms123110@gmail.com

- Music Event
- Other Block Party Celebration

Actual Event Date(s): June 14th, 2024 Time of Event: 5pm - 10pm  
 Set-Up Date: June 14th, 2024 Start Time: 8am (Setup begins)  
 Tear Down Date: 10pm - End Time: 11pm (At the latest)  
 Estimated Attendance: 500 - 1,500 people Admission Fees: None

Event Description:  
Block Party w/ music + food vendors +  
regular vendors. Similar set up to Day of  
Deaf event. Beer Garden will be set up on  
middle lane in private space.

**ORGANIZER/APPLICANT INFORMATION**

Name of Organization: WOE Enterprises  
 Primary Contact Person: Tia Crooms + Tujshon T. Teele  
 Mailing Address: 184 Finsbury Dr. Durham, NC  
 Email: tcrooms123110@gmail.com or mtteele@gmail.com  
 Daytime Phone #: 919 201 7122 or 252 728-1629 Cell Phone #: (252) 342-0234 or 919 201 7124  
 Alternate Contact Person: N/A Phone #: \_\_\_\_\_  
 Is your group a non-profit organization? Yes If yes, please provide documentation with your application. See attached

**SITE PLAN**

Site Plan Attached

- Yes
  - No
- (If you need help, please set up a meeting with the Town of Beaufort's Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

If the Site Plan is not submitted with the event application, the deadline is 45 days before the event, otherwise a permit will not be issued.

## PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

- East Parking Lot
- West Parking Lot
- Craven Street Parking
- Middle Lane
- John Newton Park
- Lynn Eury Park
- Grayden Paul Park
- Topsail Marine Park
- Other Please list: \_\_\_\_\_

**Specific Requirements:** (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the Site Plan for the desired location. Please note extra charges may apply in accordance to the fee schedule.  
(Trash/Recycling Carts: \$10 each, Electricity: \$50)

We will request 5 trash cans + 3 Recycling  
CARTS for approx 80.00

---



---



---



---

**OTHER EVENT DETAILS**

Please provide the name and contact information of all outside companies who are providing services during your event. IE: Tent Rentals, Inflatable Rentals, Port-A-Pottie Rentals, etc.

N/A

Will there be canon/re-enactment fire during your event? NO If yes, please coordinate with the Beaufort Fire Department for safety procedures.

**ALCOHOL**

Alcohol at the event YES  NO  Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of \$50 per hour for the duration. (The Police Chief will review the application for exceptions.) All local, state and Federal laws must be adhered to.

*I/we have read, understand and will comply with the rules outlined by the Town of Beaufort in the Town Code of Ordinances as well as in the Event Procedures.*

*[Signature]* (Applicant's Signature)

**ROAD CLOSURES**

Does your event require a road closure?  YES  NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
<u>Middle Lane</u>	<u>8am-</u>	<u>5pm</u>	<u>10pm</u>	<u>10pm-11pm</u>

*If a road closure has any impact on area businesses and/or residents, the applicant will be required to inform all residents and/or businesses in the area of the road closure, by letter or hand-delivered flyer at least 14 days in advance of the event, of the particulars of the approved temporary road closure and any detour route available.*

**Emergency Vehicle Access Requirements:** A road may be closed to regular traffic during an event, but an unobstructed fire lane must be left open at all times for emergency vehicles.



### PARKING/PARKING LOTS

Parking lots required for Event set-up: (Please mark on the site map if applicable) (Please note charges may apply. The rate is \$18 per day per space in the East & West parking lots and \$9 per on street parking space per day for special event closure during Pay-To-Park season).

Please list all parking lots and spaces you are requesting. Spaces are numbered so please be specific. Also please note that parking space closures MUST be approved by the Board of Commissioners. Event organizers are not permitted to acquire additional spaces without Town permission prior to an event.

N/A

Please list off-site Parking Location for Vendors & Event Staff: A letter of permission is required for the use of private property per the event procedures. Please include this with your event application.

Bicycle Parking: Yes \_\_\_\_\_ No

Additional Handicap Parking: Yes \_\_\_\_\_ No  Location: \_\_\_\_\_

Event Parking: (Please outline your plan for day of parking for event attendees. Please include parking lot locations and the name/contact information for any shuttle/trolley service):

### PARADE/WALK INFORMATION

N/A

Parade Assembly Area: \_\_\_\_\_ Time: \_\_\_\_\_

Parade Dismissal Area: \_\_\_\_\_ Time: \_\_\_\_\_

Parade Start Time: \_\_\_\_\_

### EMERGENCY MANAGEMENT

Route Map Attached: \_\_\_\_\_ YES \_\_\_\_\_ NO (Please note a route map is required)

Designated Emergency personal/liaison (onsite): \_\_\_\_\_

Cell #: \_\_\_\_\_ Other Contact: \_\_\_\_\_

How will your event staff react to severe weather?

Event will be cancelled in the event of severe weather. Public address system will be used to inform attendees of upcoming emergencies or changes in weather. How will you alert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be submitted for each location)  
Announcement.

**RISK ASSESSMENT**

It is important for Event Organizers to identify risks and hazards associated with their event and know how to prevent these risks. Please identify possible risks for your event and list below (weather, food, fire, etc.) Please provide details.

Severe weather - managed with PA announcements  
Crowd control - off duty police officers  
Alcohol services - Volunteer training in ABC laws.

What training will you provide to your volunteers/staff/participants regarding emergencies?

ABC Law training - CPR Training

**TENTS**

Will you have tents at your event? YES  NO  (10x10 pop up tents only)

Please list the tent sizes: \_\_\_\_\_

If your event includes tents, you must make arrangements with the Beaufort Fire Department for a tent permit. There is a \$50 fee. Please contact Tammy Turek at (252) 728-4325 to make arrangements. The Tent Permit Application and a list of requirements are available online at [www.beaufortnc.org](http://www.beaufortnc.org).

**FOOD**

Will there be food served at your event? YES  NO

If yes, please provide a detailed list of all food vendors. In process of obtaining food vendors

If yes, have you contacted the Carteret County Health Department to set up inspections? YES  NO

All food vendors must have proper licensing, inspections, etc.

# VENDORS

Will there be vendors selling items at your event? X Yes \_\_\_\_\_ No

Please note vendors are only permitted to sell during the event hours listed on this application. Any vendor selling before or after the listed hours is in violation and subject to being shut-down.

All vendors must have proper certifications and licenses. They must display the required state sales and use tax information and the event organizer must keep all of this information on file pursuant to North Carolina State laws.

# CHECKLIST

Please submit the following documents with your event application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- Tent Permit
- Detailed Site Plan
- Detailed Route Map (Parade/5K/10K)
- Map of Road Closures
- ABC Permit
- Health Inspection Documentation
- Insurance
- Non-profit documentation
- Private property parking permission letter
- List of food vendors
- List of vendors
- Application Fee
- Application Signature

I/We the event organizer \_\_\_\_\_, on behalf of \_\_\_\_\_, the party requesting the use of the Town of Beaufort facilities noted in the above application do hereby hold and save harmless and agree to indemnify the Town of Beaufort and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all liability, actions, debts, suits, demands, costs, damages and expenses whatsoever arising wither directly or indirectly as a result of the use of the Town of Beaufort's facilities, park, road or other and in accordance with the provisions contained in this policy. I/We have read and understand this application, the event procedures and the requirements placed upon this applicant and organization. I agree to abide by the Town of Beaufort rules, regulations and ordinances.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Internal Use Only**  
 Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.

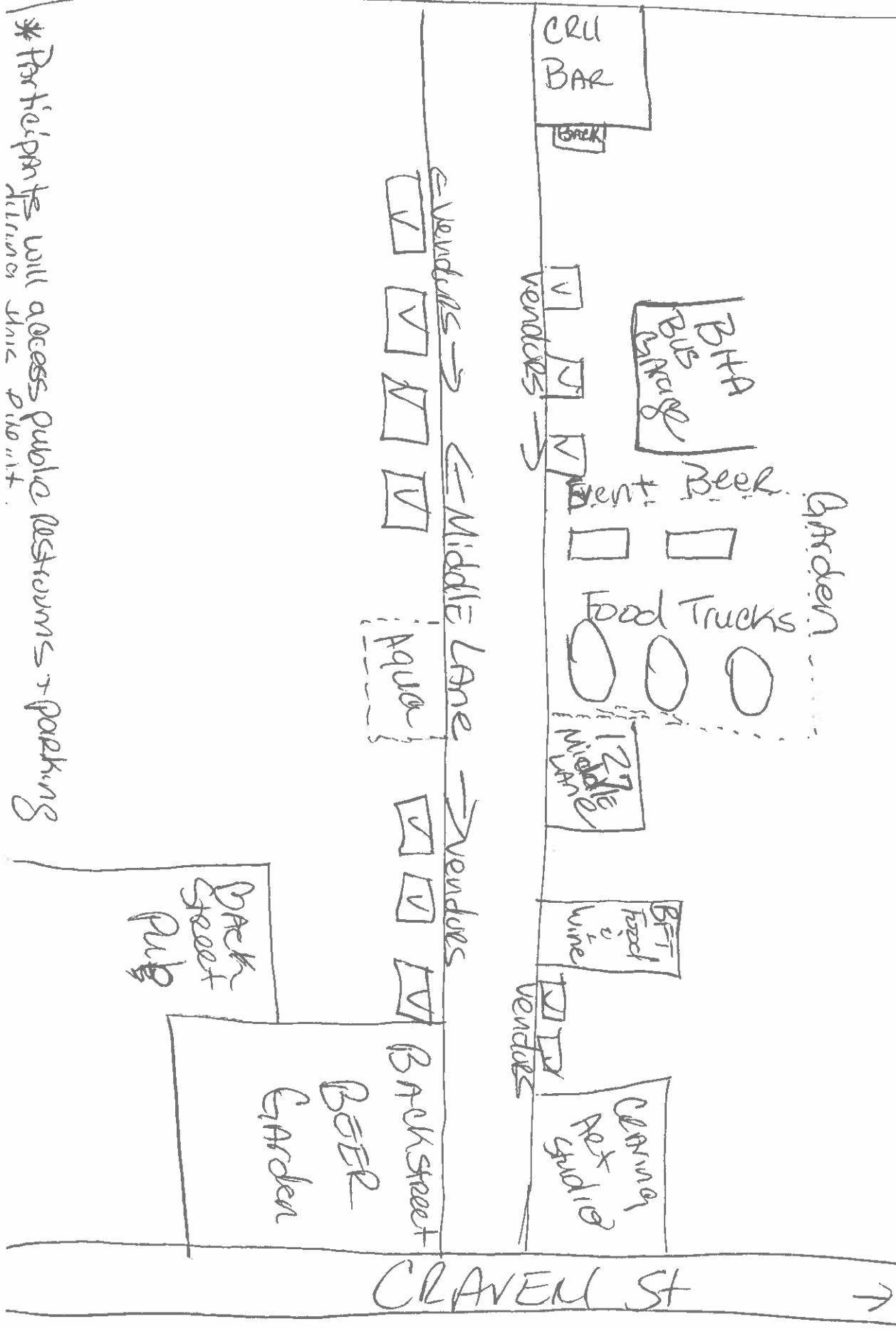
Permit Issue Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_

Insurance Certificate: Yes \_\_\_ No \_\_\_  
 Permit Fee: Yes \_\_\_ No \_\_\_  
 BOC Approval Date: \_\_\_\_\_  
 Police Chief Approval: \_\_\_\_\_  
 Fire Chief Approval: \_\_\_\_\_

← TURNER ST. →

will not have to close for this event...  
\*\* All food trucks, vendors + WDE Beer Garden will be opened on private property.

\* Participants will access public restrooms + parking





Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

WOE ENTERPRISES  
1809 IVORY GULL DRIVE  
MOREHEAD CITY, NC 28557

Date: 03/05/2021  
Employer ID number: 85-3060216  
Person to contact: Name: Paul F Cappel II  
ID number: 1010762  
Telephone: (877) 829-5500  
Accounting period ending: December 31  
Public charity status: 509(a)(2)  
Form 990 / 990-EZ / 990-N required: Yes  
Effective date of exemption: October 7, 2020  
Contribution deductibility: Yes  
Addendum applies: No  
DLN: 26053703002940

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



**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**

**Regular Meeting**

**6:00 PM – Monday, Feb. 12, 2024**

**AGENDA CATEGORY:** Items for Consent  
**SUBJECT:** Lions Club Bridge Run 2024

**REQUESTED ACTION:** Consider approval of the event application for the 2024 Lions Club Bridge Run. They have requested to host the event on Saturday, Nov. 2, 2024. The 5K run involves road closures on Turner Street, Middle Lane and one lane of the high-rise bridge. Race routes are attached. The organizers bring in cones and assist with traffic control. This event requires 5 police officer for 3 hours each at the Hire an Officer Rate. The Farmer’s Market is notified each year and has been a supporter of the event. This event is entering its 5<sup>th</sup> year and has been expertly run from its inception. There are no changes to this year’s event from past years.

**EXPECTED LENGTH OF PRESENTATION:**

None

**SUBMITTED BY:**

Rachel Johnson, Parks & Events Coordinator

**BUDGET AMENDMENT REQUIRED:** No



BEAUFORT LIONS FOUNDATION  
TOWN OF BEAUFORT  
EVENT APPLICATION

*For the 2024 Beaufort Bridge Run  
5K & 1+ Mile Dog Strut*

Date Application Received:

Permit Number:



**APPLICATION FOR SPECIAL EVENT PERMIT**

Please return completed application form with permit fee and paperwork to:

Events Coordinator, Town of Beaufort  
 701 Front Street  
 P.O. Box 390  
 Beaufort, NC 28516  
 Phone: (252) 728-2141 Email: [r.johnson@beaufortnc.org](mailto:r.johnson@beaufortnc.org)

Applications submitted late or incomplete may not receive approval and may not be issued a permit.

**EVENT BASICS**

Event Name: Beaufort Bridge Run 5K & 1+ Mile Dog Strut

Location of Event Site: Front/Turner Streets to Grayden Paul Bridge

(If more than one site is being requested please be specific and list each one individually below)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Run by: Beaufort NC Lions Club

Applicant (Organizer) Name: David Daly Contact # 919.270.8071

Day of Event Contact #: 919.270.8071 Email: davidrdaly@gmail.com

Type of Event:

- Festival
- Parade
- 5K Race
- 10K Race



- Music Event
- Other \_\_\_\_\_

Actual Event Date(s): 11-02-2024 Time of Event: 8:00am  
 Set-Up Date: 11-02-2024 Start Time: 6:00am  
 Tear Down Date: 11-02-2024 End Time: 9:30am  
 Estimated Attendance: 250-300 Admission Fees: \$35.00 - \$40.00

Event Description:  
The Beaufort Bridge Run 5K & 1+ Mile Dog Strut are the primary fundraising events for the Beaufort NC Lions Club. Funds rasied are distributed to local charitable groups in Beaufort and Carteret County.  
 \_\_\_\_\_  
 \_\_\_\_\_

**ORGANIZER/APPLICANT INFORMATION**

Name of Organization: Beaufort NC Lions Club  
 Primary Contact Person: David Daly  
 Mailing Address: 218 Gordon Street, Beaufort, NC 28516  
 Email: davidrdaly@gmail.com  
 Daytime Phone #: 919.270.8071 Cell Phone #: 919.270.8071  
 Alternate Contact Person: Dot Crumley Phone #: 336.403.0599  
 Is your group a non-profit organization? Yes If yes, please provide documentation with your application.

**SITE PLAN**

Site Plan Attached

- Yes
- No

(If you need help, please set up a meeting with the Town of Beaufort’s Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

If the Site Plan is not submitted with the event application, the deadline is 45 days before the event, otherwise a permit will not be issued.

## PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

- East Parking Lot
- West Parking Lot
- Craven Street Parking
- Middle Lane
- John Newton Park
- Lynn Eury Park
- Grayden Paul Park
- Topsail Marine Park
- Other Please list: \_\_\_\_\_

**Specific Requirements:** (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the Site Plan for the desired location. Please note extra charges may apply in accordance to the fee schedule. (Trash/Recycling Carts: \$10 each, Electricity: \$50)

---



---



---



---



---



---

### OTHER EVENT DETAILS

Please provide the name and contact information of all outside companies who are providing services during your event. IE: Tent Rentals, Inflatable Rentals, Port-A-Pottie Rentals, etc.

PSG Traffic Services, 2821 N. Kerr Avenue, Wilmington, NC 28405  
sales@psgtrafficservices.com, 910.821.1720

Will there be canon/re-enactment fire during your event? No If yes, please coordinate with the Beaufort Fire Department for safety procedures.

### ALCOHOL

Alcohol at the event YES \_\_\_ NO  Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of \$50 per hour for the duration. (The Police Chief will review the application for exceptions.) All local, state and Federal laws must be adhered to.

*I/we have read, understand and will comply with the rules outlined by the Town of Beaufort in the Town Code of Ordinances as well as in the Event Procedures.*

X  (Applicant's Signature)

### ROAD CLOSURES

Does your event require a road closure?  YES  NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
Turner Street	7:00am - 8:00am	8:00am	9:30am	9:30am
Middle Lane	6:30am - 8:00am	8:00am	8:15am	8:15am

*If a road closure has any impact on area businesses and/or residents, the applicant will be required to inform all residents and/or businesses in the area of the road closure, by letter or hand-delivered flyer at least 14 days in advance of the event, of the particulars of the approved temporary road closure and any detour route available.*

**Emergency Vehicle Access Requirements:** A road may be closed to regular traffic during an event, but an unobstructed fire lane must be left open at all times for emergency vehicles.

## PARKING/PARKING LOTS

Parking lots required for Event set-up: (Please mark on the site map if applicable) (Please note charges may apply. The rate is \$18 per day per space in the East & West parking lots and \$9 per on street parking space per day for special event closure during Pay-To-Park season).

Please list all parking lots and spaces you are requesting. Spaces are numbered so please be specific. Also please note that parking space closures MUST be approved by the Board of Commissioners. Event organizers are not permitted to acquire additional spaces without Town permission prior to an event.

Please list off-site Parking Location for Vendors & Event Staff: A letter of permission is required for the use of private property per the event procedures. Please include this with your event application.

Bicycle Parking: Yes \_\_\_\_\_ No

Additional Handicap Parking: Yes \_\_\_\_\_ No  Location: \_\_\_\_\_

Event Parking: (Please outline your plan for day of parking for event attendees. Please include parking lot locations and the name/contact information for any shuttle/trolley service):

Event attendees will park on their own in town/area lots and spaces

## PARADE/WALK INFORMATION

~~Parade~~ Assembly Area: Turner St. and Middle Lane Time: 7:45am

~~Parade~~ Dismissal Area: Turner St. and Middle Lane Time: 9:00am - 9:30am

~~Parade~~ Start Time: 8:00am

## EMERGENCY MANAGEMENT

Route Map Attached:  YES \_\_\_\_\_ NO (Please note a route map is required)

Designated Emergency personal/liaison (onsite): Dot Crumley

Cell #: 336.403.0599 Other Contact: David Daly

How will your event staff react to severe weather?

In the event of hazardous or dangerous weather, the 5K/Dog Strut will be rescheduled or cancelled.

How will you alert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be submitted for each location)

A sound system - microphone, speakers, bullhorn - will be used to alert participants, volunteers and spectators.

**RISK ASSESSMENT**

It is important for Event Organizers to identify risks and hazards associated with their event and know how to prevent these risks. Please identify possible risks for your event and list below (weather, food, fire, etc.) Please provide details.

Weather is our primary risk. We have dealt with adverse weather in the past with no problems or issues. Traffic and road safety is always a concern. We will have, for the 6th straight year, a professional traffic control company setting up, monitoring and controlling the course before, during and after the events.

What training will you provide to your volunteers/staff/participants regarding emergencies?

Detailed training and event information will be provided to all Lions Club members and volunteers. Those trained will be ready to inform all in attendance of evacuation routes and safe havens should an emergency arise.

**TENTS**

Will you have tents at your event?  YES  NO

Please list the tent sizes: \_\_\_\_\_

If your event includes tents, you must make arrangements with the Beaufort Fire Department for a tent permit. There is a \$50 fee. Please contact Tammy Turek at (252) 728-4325 to make arrangements. The Tent Permit Application and a list of requirements are available online at [www.beaufortnc.org](http://www.beaufortnc.org).

**FOOD**

Will there be food served at your event?  YES  NO

If yes, please provide a detailed list of all food vendors.

If yes, have you contacted the Carteret County Health Department to set up inspections?  YES  NO

All food vendors must have proper licensing, inspections, etc.

# VENDORS

Will there be vendors selling items at your event? \_\_\_\_\_ Yes  No

Please note vendors are only permitted to sell during the event hours listed on this application. Any vendor selling before or after the listed hours is in violation and subject to being shut-down.

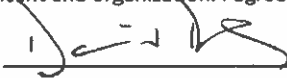
All vendors must have proper certifications and licenses. They must display the required state sales and use tax information and the event organizer must keep all of this information on file pursuant to North Carolina State laws.

# CHECKLIST

Please submit the following documents with your event application. Once all forms (if applicable) are received and the event is approved an Event Permit will be issued.

- o Tent Permit
- o Detailed Site Plan
- o Detailed Route Map (Parade/5K/10K)
- o Map of Road Closures
- o ABC Permit
- o Health Inspection Documentation
- o Insurance
- o Non-profit documentation
- o Private property parking permission letter
- o List of food vendors
- o List of vendors
- o Application Fee
- o Application Signature

I/We the event organizer David Daly, on behalf of Beaufort NC Lions Club, the party requesting the use of the Town of Beaufort facilities noted in the above application do hereby hold and save harmless and agree to indemnify the Town of Beaufort and its elected officials, directors, officers, employees, servants, agents, contractors and their respective heirs, executors, successors with respect to any and all liability, actions, debts, suits, demands, costs, damages and expenses whatsoever arising wither directly or indirectly as a result of the use of the Town of Beaufort's facilities, park, road or other and in accordance with the provisions contained in this policy. I/We have read and understand this application, the event procedures and the requirements placed upon this applicant and organization. I agree to abide by the Town of Beaufort rules, regulations and ordinances.

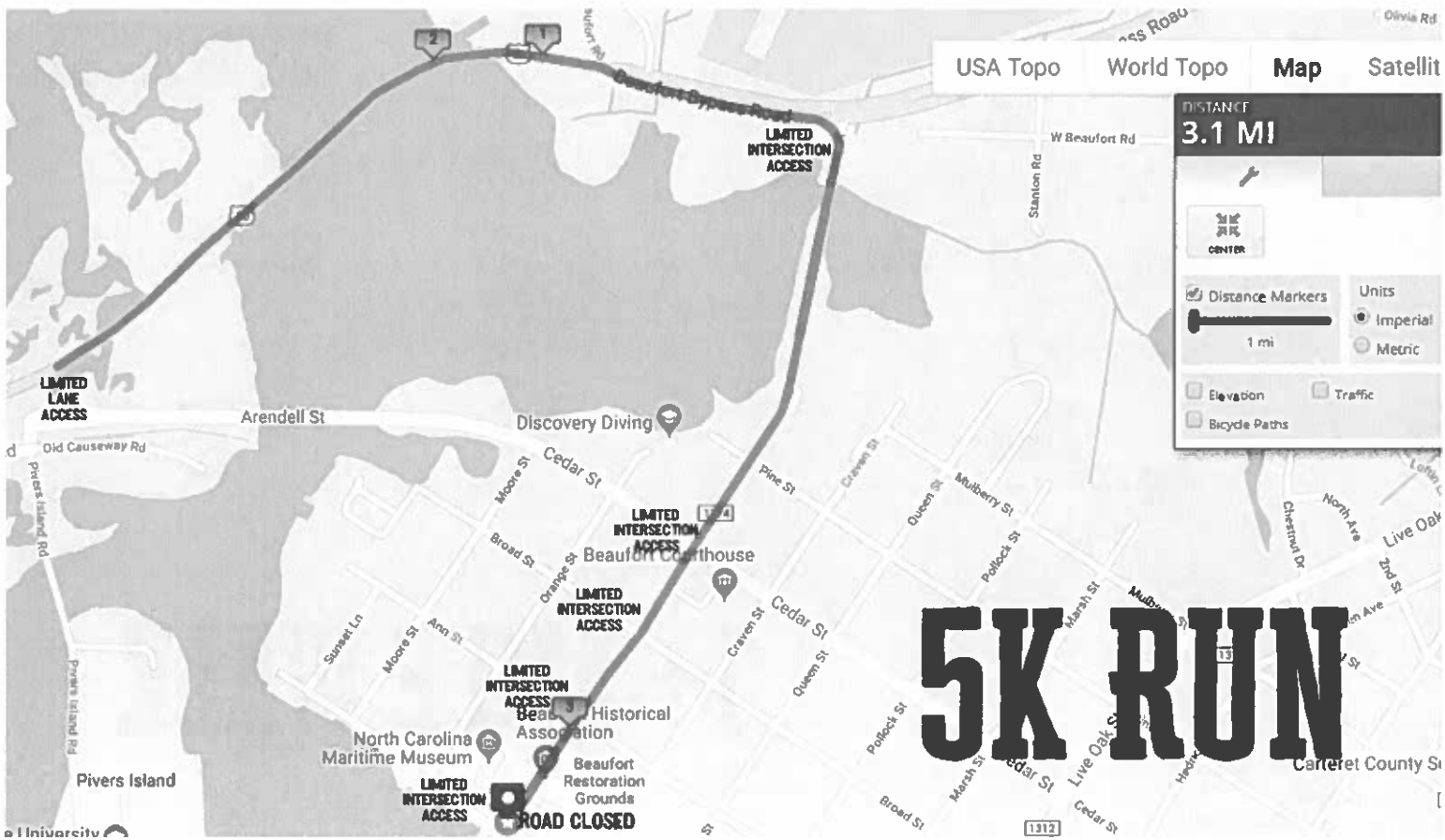
Applicant's Signature  Date 01-26-2024

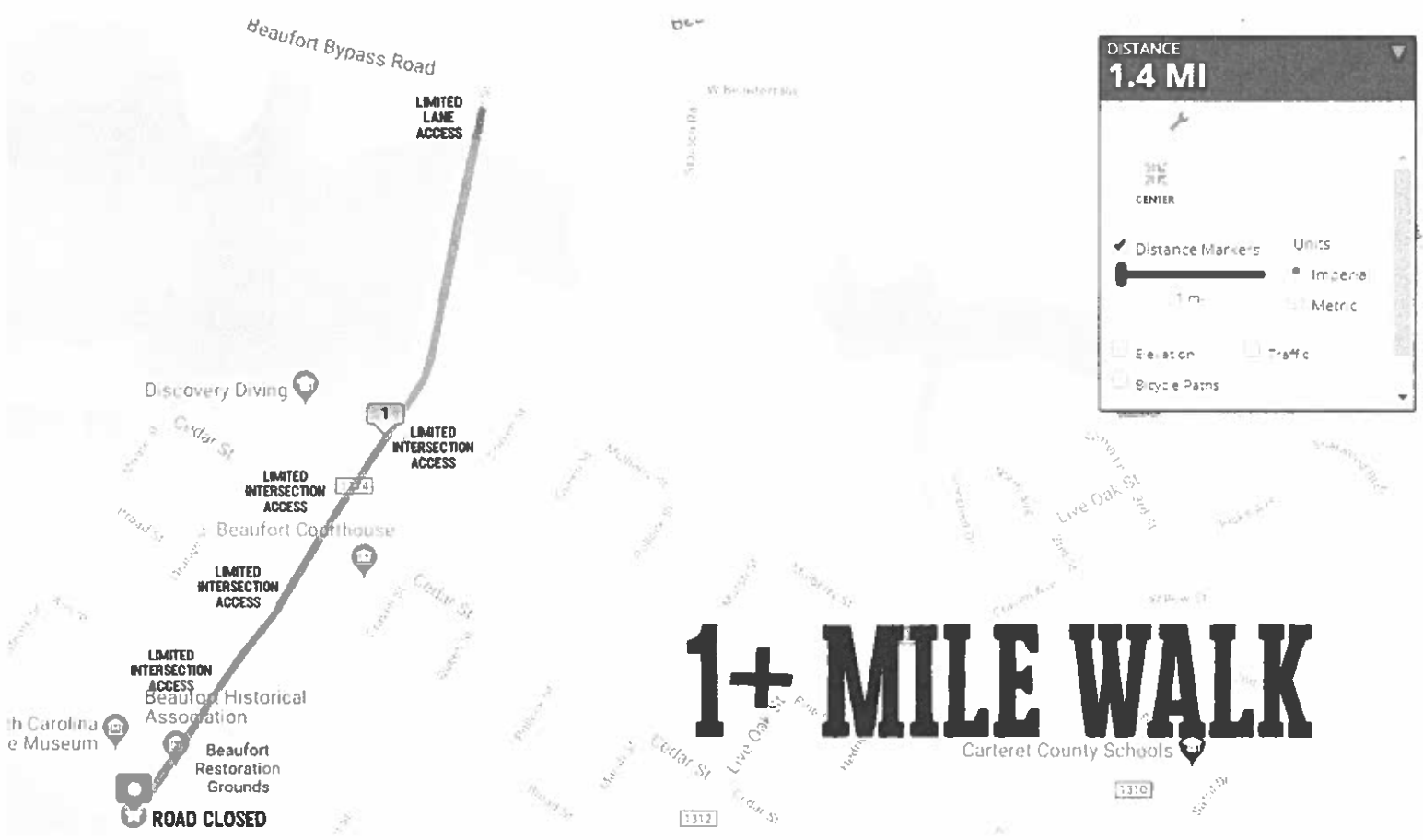
### Internal Use Only

Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.

Permit Issue Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_

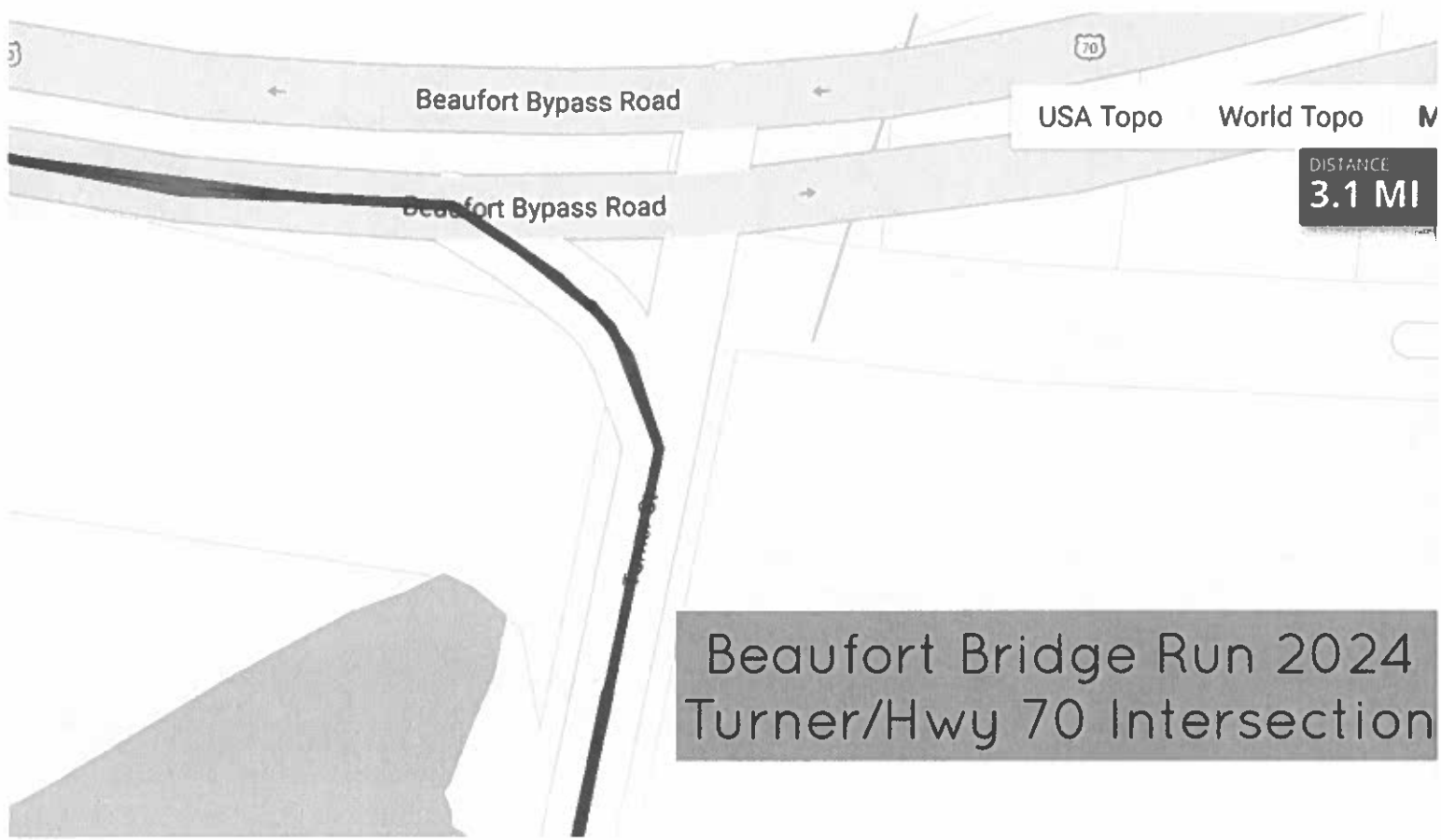
Insurance Certificate: Yes \_\_\_ No \_\_\_  
 Permit Fee: Yes \_\_\_ No \_\_\_  
 BOC Approval Date: \_\_\_\_\_  
 Police Chief Approval: \_\_\_\_\_  
 Fire Chief Approval: \_\_\_\_\_



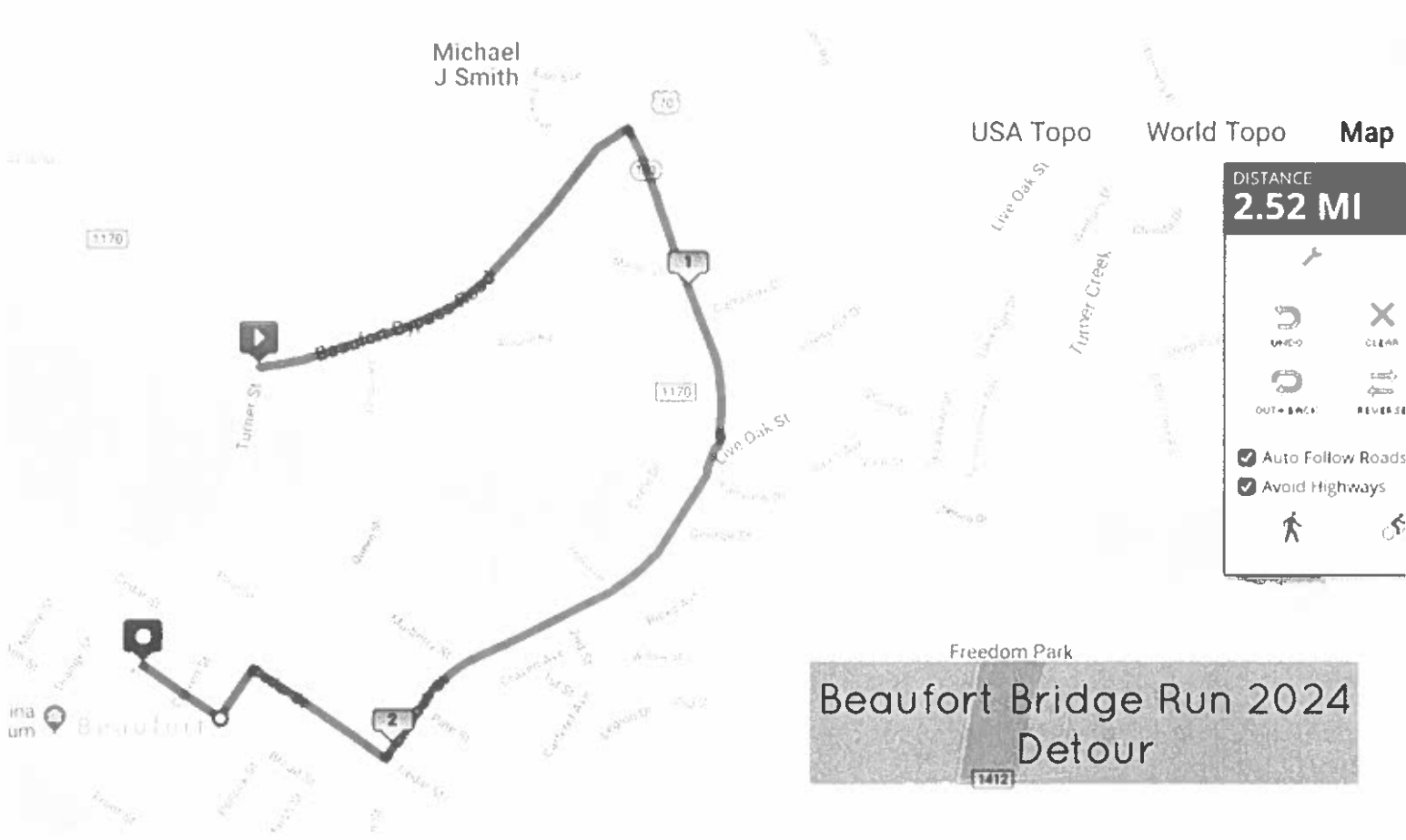


# 1+ MILE WALK





Beaufort Bridge Run 2024  
Turner/Hwy 70 Intersection





Beaufort Bridge Run 2024  
Detour to Farmers Market

**Run The East**  
**TURNER STREET**  
Sponsor Banners  
(on rail)

**Start-Finish Line**  
**Public Address**

**MIDDLE LANE**

Leas Club  
Volunteers

Check-in  
A - H

Check-in  
I - P

Check-in  
Q - Z

Late  
Registration

Water

T-  
Shirts



# SITE MAP 2024

Road Closed

Dogs  
Registration



**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  
Regular Meeting**

**6:00 PM Monday, February 12, 2024**

**AGENDA CATEGORY:** Presentation  
**SUBJECT:** Unified Development Ordinance (UDO) Primer

**SUMMARY:**

With the completion of the 160-D Statute Updates and Certification of the Town’s CAMA Land Use Plan it is now time to move forward with the creation of a new Unified Development Ordinance.

This new UDO will be the guiding ordinance for regulating development to include zoning standards, subdivision, code enforcement & flood damage prevention. This new ordinance should be designed to be easily understood with clear graphics as examples.

It is recommended that a UDO working group be formed of no more than 5-7 members to include Planning Board representatives, Board of Commission members and others recommended by the Mayor.

After selection of a working group the next step would be to have the desired consultant visit the community and schedule to meet with the Board of Commissioners, any volunteer board members and interested Beaufort citizens to gain knowledge in developing a scope of work for the UDO. This could occur as early as March if schedules and public notification allow.

The scope of work should be developed within a period of less than 30 days with the Board of Commissioners vetting the scope before a contract is signed.

This scope should include a timetable on how long the process should take. (An estimate is that from beginning to adoption will be between 18-24 months). The scope would also include the number of in-person visits to include how they intend to keep stakeholders informed and participate in the process. A list of specific benchmarks with percentage % of completion would also be helpful to measure timing.

**REQUESTED ACTION:**

No action is necessary at this point. However, Staff is requesting Board Consensus to move forward with the UDO process.

**SUBMITTED BY:**

Kyle Garner



**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024**

---

**AGENDA CATEGORY:** New Business

**SUBJECT:** GFL Contract Extension

**BRIEF SUMMARY:**

The Town presently contracts with GFL Services for curb-side residential sanitation and recycling services. Although the original contract was executed on November 17, 2016, the effective date of service was March 1, 2017. This afforded the town enough time to transition from a town operated service to a contracted service. The residential contract was amended on July 1, 2017, to provide for the collection of solid waste and recycling materials at mutually agreed upon locations within certain multi-family complexes.

The Board is also advised that the original seven-year contract was with Waste Industries, which was later sold and now operates as GFL Services. Although the term of the agreement is set to expire on February 28, 2024, the agreement provides for a five-year contract extension upon mutual consent of both parties.

The Town also contracts commercial sanitation and recycling services for the Waterfront Business District through GFL Services. This contract was executed on July 1, 2017, and is set to expire June 30, 2024. As with the residential contract, the original agreement was with Waste Industries for a term of seven years. The contract also provided for a five-year extension upon mutual consent of both parties.

A copy of both contracts has been included for review by the Board of Commissioners.

**REQUESTED ACTION:**

Town staff report a good working relationship with GFL. Although service is typically provided on a regular basis, there are periodic lapses in service. However, GFL has consistently worked to correct problems and promptly responds to calls from Town Staff when issues arise.

Staff requests that the Board of Commissioners consider an extension of the existing GFL contract for residential sanitation and recycling services. Additionally, staff requests that the Board also consider an extension of the GFL contract for commercial sanitation services since it is set to expire at the end of June 2024.

**SUBMITTED BY:**

Todd Clark  
Town Manager

**BUDGET AMENDMENT REQUIRED:**

N/A

**SOLID WASTE and RECYCLE COLLECTION,  
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION and RECYCLE, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 17<sup>th</sup> day of November, 2016, by and between the Town of Beaufort, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste and recyclable materials from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Carteret and the State of North Carolina.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of seven (7) years beginning March 1, 2017 and ending February 28, 2024 (the "Initial Term"). The Parties hereto may, by mutual consent within 90 days of the expiration date of the term, extend the term of the contract for an additional five (5) years.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste and recyclable materials in the Town of Beaufort from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

- a) Residential Curbside Trash Collection - Subject to Section 3 below, CONTRACTOR is to provide and service a 95 Gallon cart on a once per week basis at each residential unit. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle where available/appropriate.
- b) Residential Curbside Recycling Collection – CONTRACTOR is to provide and service a 95 Gallon cart on an every other week basis at each residential unit. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle where available/appropriate.



- c) CONTRACTOR will provide special collection to elderly, injured, ill, or handicapped residents receiving Residential Curbside Trash Collection and Residential Curbside Recycle Collection that are incapable of placing containers curbside. Such residents shall be identified and approved by CUSTOMER and qualifications for such special collection shall be determined by a written doctor's note. CUSTOMER shall maintain and provide the CONTRACTOR with a list of these addresses for this special service. Such collection will be from a front or side door that is visible to the street. CONTRACTOR shall not charge any additional cost for this service but may request CUSTOMER to re-evaluate any address where evidence of abuse may exist.
- d) CONTRACTOR is not required to provide collection to any street that is not safely passable by the CONTRACTOR's equipment. CONTRACTOR shall notify the CUSTOMER of the limitations and impassability of CONTRACTOR's equipment on such streets so items for collection can be relocated and placed where practicable for collection.

In addition, CONTRACTOR will honor the commitments made in the letter to the CUSTOMER dated October 3, 2016 and attached hereto as Exhibit B.

3. Types of Waste; Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential roll-out cart.
- b) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines, glass bottles and corrugated cardboard. All materials must fit inside the CONTRACTOR provided 95 gallon cart. This list of materials may be modified as recycling capabilities and markets change.
- c) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- d) For purposes of this Agreement, "Unacceptable Solid Waste" means:
  - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*, and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term. CONTRACTOR will be responsible for repair/replacement for all carts due to normal wear and tear.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Independence Day, or any day that the Carteret County Transfer Station is closed. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10<sup>th</sup> day of the following month in which the invoice is submitted. The number of residential units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be approximately 2400 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter, other utility records or actual number of carts. Thereafter, the number of units to be

serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services.

8. Adjustments:

a) The Service Fee will be increased annually every March 1<sup>st</sup> beginning on March 1, 2017 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average-South.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in CONTRACTOR's direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation:

1. disposal tipping fees, recycle material processing fees, other fees
2. relocation of or change in disposal or recycle processing facility
3. disposal or recycle processing facility operational or acceptance changes
4. Governmental regulations

Documentation will be provided and adjustments in Service Fees will not be unreasonably refused.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, excluding schedule changes listed in Section 5, as and when approved by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information due to a change by the CONTRACTOR. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days

after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$10,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt

requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

If to CUSTOMER, to:

Waste Industries, LLC  
3301 Benson Drive, Suite 601  
Raleigh, NC 27609  
Attn: Franklin Lorick  
Fax: (919) 325-3030

Town of Beaufort  
701 Front Street  
Beaufort, NC 28516  
Attn: Manager

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Town of Beaufort and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Town of Beaufort

Waste Industries, LLC

By: *Charles W. Burgess, Jr.*

By: *Frank Lorick*

Name: *Charles W. Burgess, Jr.*

Name: *Frank Lorick*

Title: *Town Manager*

Title: *Region Manager*

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Christi Howard*  
Town Finance Officer

Exhibit A

Residential Curbside Trash and Recyclables Collection - The charge for once per week residential curbside trash and every other week recycling collection to CUSTOMER from CONTRACTOR shall be:

- \$ 7.30 per month per cart for Trash
- \$ 2.65 per month per cart for Recycling

CUSTOMER may approve additional carts at a residential unit. Said additional carts will be provided by the CONTRACTOR and billed by the number of carts requested multiplied by the monthly rate.

Trash Service Fee does not include disposal charges. All Acceptable Solid Waste will be delivered to Carteret County Transfer Station. All actual fees charged to CUSTOMER by Transfer Station will be direct billed by CONTRACTOR to CUSTOMER.

There will be no fuel surcharges or environmental fees charged during the term of this agreement.

Based upon existing conditions of Waste Industries delivering recyclable materials to Sonoco Industries, the current charge for processing recyclable materials will be \$10 per ton. We do not foresee this changing in the next two years. However, conditions are volatile in the processor's world. If there are any changes, we will always use our volume purchasing power to negotiate the best agreements with local processors. Any changes will be mutually agreed upon but not unreasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

Exhibit B

See Attached Letter dated October 3, 2016 addressed to Charles Burgess, Manager, Town of Beaufort.



# WASTE INDUSTRIES

[www.wasteindustries.com](http://www.wasteindustries.com)

P.O. Drawer 1388 | Newport, NC 28570

October 3, 2016

Charles Burgess  
Manager  
Town of Beaufort  
701 Front Street  
Beaufort, North Carolina 28516

Dear Mr. Burgess,

As a follow-up to our trash and recycling service negotiation process, Waste Industries would like to reconfirm our willingness and ability to enhance our service with the following optional programs:

**Waste Industries will participate with your Police Department in a “community watch” type program. We will invite members of your police department to one or more of our safety meetings to discuss situations that our drivers see in your neighborhoods that might indicate illicit activities and how to report to the Town’s staff.**

**Waste Industries will assist with mutually agreed upon Town sponsored local festivals. We can provide extra containers and services at no additional charge (does not include disposal or processing fees).**

**Waste Industries will make a donation(s) of up to \$10,000 total during the first year of agreement to a non-profit organization(s) located in the Town of Beaufort. The donation(s) will be vetted through the Waste Industries’ Full Circle Project. The Full Circle Project donates funds to local approved charities that fall into categories as voted upon by our customers. These categories include Education and Scholarships, Environmental Preservation, Homeless Assistance, Mental Health, Wounded Soldiers, Animal Rescue and others.**



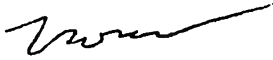
**Waste Industries will assist Town with State of North Carolina Grant Forms to obtain Pedestrian Solar Recycle Containers. These available grants are usually published in November.**

**Waste Industries will give first priority in hiring Town employees affected by this transition. Their employment would follow our standard guidelines for employment including passing our drug screening tests, physical assessment, background check, etc.**

**Waste Industries will relinquish our displacement rights to those customers who have dumpsters on Town property if the Town wishes to take over servicing these customers with carts.**

We look forward to working with you and your staff to augment your service with the above enhancements. Thank you for allowing Waste Industries the opportunity to provide these services.

Respectfully,



Norma Yanez  
Government Contracts Manager



**AMENDMENT TO SOLID WASTE AND RECYCLABLES COLLECTION,  
TRANSPORTATION AND DISPOSAL AGREEMENT**

Amendment of Agreement dated 17<sup>th</sup> of November, 2016 between the Town of Beaufort hereinafter referred to as "CUSTOMER", and WASTE INDUSTRIES, LLC hereinafter referred to as "CONTRACTOR", is made and entered into this the 1st day of July, 2017.

**WITNESSETH**

WHEREAS, CUSTOMER and CONTRACTOR entered into said Agreement for the collection of solid waste and recyclables curbside within the Town; and

WHEREAS, CUSTOMER and CONTRACTOR recognize that certain residential units located within multifamily complexes were previously collected by CUSTOMER from centrally located corrals or locations within the complexes; and

WHEREAS, CUSTOMER and CONTRACTOR desire to set forth the terms and conditions applicable to allow other than curbside collection at multifamily complexes;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

2. Services Is amended to add the following

e) Collections at multifamily complexes listed on Exhibit A will be from mutually agreed upon corral design(s) and/or location(s) on each property. CUSTOMER and CONTRACTOR will agree on the number of 95 gallon carts to be provided for Trash and Recycling Collection at each complex.

Remainder of Section 2, Services, unchanged

IN WITNESS WHEREOF, the Town of Beaufort and Waste Industries, LLC, have executed this Amendment to the Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

Town of Beaufort  
BY: *John Day*  
Name: *John Day*  
Title: *Town Manager*

Waste Industries, LLC  
BY: *Frank Lorick*  
Name: *Frank Lorick*  
Title: *Region Manager*

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Christie H. Wood*  
Town Finance Officer

Exhibit A: Residential Curbside Solid Waste and Recycling Collection

Revision date: July 1, 2017

Single family residence residential Curbside Trash and Reeyclables Collection -The charge for once per week residential curbside trash and every other week recycling collection to CUSTOMER from CONTRACTOR shall be:

- \$ 7.30 per month per cart for Trash
- \$ 2.65 per month per cart for Recycling

CUSTOMER may approve additional carts at a residential unit. Said additional carts will be provided by the CONTRACTOR and billed by the number of carts requested multiplied by the monthly rate.

Multifamily complexes receiving residential Trash and Recycling collection from corrals - The charge for once per week residential trash and every other week recycling collection will be the greater of:

- a) Total number of residential dwelling units within the multifamily complex at \$9.95 per residential unit per month; or
- b) Total number of roll out carts for Trash at \$7.30 per cart per month plus the total number of roll out carts for Recycling at \$2.65 per cart per month.
- c) Multifamily complexes to receive residential Trash and Recycling collection from corrals are:

- Beaufort Village Townhomes – 1300 block of Ann Street
- Beaufort Landing Townhomes – 2400 block of Front Street
- Beaufort Landing Village – 2500 block of Front Street
- The Courtyard East – Professional Park Drive
- Palmetto Place – Professional Park Drive
- Pirate Landing – Professional Park Drive

Trash Service Fee does not include disposal charges. All Acceptable Solid Waste will be delivered to Carteret County Transfer Station. All actual fees charged to CUSTOMER by Transfer Station will be direct billed by CONTRACTOR to CUSTOMER.

There will be no fuel surcharges or environmental fees charged during the term of this agreement. Based upon existing conditions of Waste Industries delivering recyclable materials to Sonoco Industries, the current charge for processing recyclable materials will be \$10 per ton. We do not foresee this changing in the next two years. However, conditions are volatile in the processor's world. If there are any changes, we will always use our volume purchasing power to negotiate the best agreements with local processors. Any changes will be mutually agreed upon but not unreasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

---

**SOLID WASTE and RECYCLE COLLECTION,  
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION and RECYCLE, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 1<sup>st</sup> day of July, 2017, by and between the Town of Beaufort, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

**WITNESSETH**

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS the CUSTOMER has established a Waterfront Business District, hereinafter referred to as "WBD", to include all businesses located along Front Street between Moore and Queen Streets; Turner Street between Front and Ann streets; Middle lane; Queen street between Front and Ann streets; and the boat based businesses on Front Street between Queen and Pollock Street; and

WHEREAS. CUSTOMER desires to engage CONTRACTOR to collect all solid waste and recyclable materials from businesses within the WBD in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Carteret and the State of North Carolina; and

WHEREAS the CONTRACTOR, having existing private contracts with businesses within the WBD agrees to release said businesses from such private contracts and to not pursue any displacement compensation for any business located within the service district that is privately contracted with CONTRACTOR.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrcc as follows:

1. Term: This Agreement shall be binding on all parties for a period of seven (7) years beginning July 1, 2017 and ending June 30, 2024 (the "Initial Term"). The Parties hereto may, by mutual consent within 90 days of the expiration date of the term, extend the term of the contract for an additional five (5) years.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all solid waste and recyclable materials in the Waterfront Business District in the Town of Beaufort from the point of pickup to a solid waste disposal site or materials facility at the CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

- a) Hauling Services - Subject to Scetion 3 below, CONTRACTOR is to provide hauling for compaction equipment on an agreed upon service schedule.

- b) Curbside Recycling Collection – CONTRACTOR is to provide and service one or more 95 Gallon cart(s) on a minimum of once per week at each business approved by the CUSTOMER to receive service. Additional weekly collections are available on a twice or three times a week collection frequency at businesses. All carts at a business will be on the same weekly collection schedule and frequency. Frequency of collection may be increased and/or decreased in April and November to coincide with the seasonality of the WBD.
- c) Carts must be placed at the curb or other agreed upon location no later than 6:00 a.m. on the scheduled day of service. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle or other agreed upon location where available/appropriate.
- d) Cardboard Services – CONTRACTOR is to provide one or more 8 cubic yard front loader cardboard dumpster(s) and service (dump) them on an agreed upon service schedule.
- e) CONTRACTOR is not required to provide collection to any street or location that is not safely passable or accessible by the CONTRACTOR's equipment. CONTRACTOR shall notify the CUSTOMER of the limitations, impassability and accessibility of CONTRACTOR's equipment on such streets or to such locations so items for collection can be relocated and placed where practicable for collection.

3. Types of Waste; Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in the Town owned compactor container(s).
- b) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines, glass bottles and corrugated cardboard. All commixed materials must be placed inside the CONTRACTOR provided 95 gallon recycling cart. Only corrugated cardboard is to be placed within the 8 cubic yard cardboard containers provided. This list of materials may be modified as recycling capabilities and markets change.
- c) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- d) For purposes of this Agreement, "Unacceptable Solid Waste" means:
  - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material

which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise inclicable for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. CONTRACTOR'S equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term. CONTRACTOR will be responsible for repair/replacement for CONTRACTOR owned recycle carts due to normal wear and tear.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Independence Day, or any day that the Carteret County Transfer Station is closed. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. New Business opening within the WBD: CONTRACTOR will, within ten (10) days of notification by the CUSTOMER, provide the Services to new businesses within the WBD. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new business, including, to the extent necessary, adding any prior months' billings for such new business that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10<sup>th</sup> day of the following month in which the invoice is submitted. The minimum number of roll out carts to receive twice per week collection and/or three times per week collection is 30 carts each. CUSTOMER will provide

evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter, other utility records or actual number of carts. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing businesses for services.

8. Disposal, Processing and other Fees

a) Hauling Service Fee does not include disposal charges. All Acceptable Solid Waste will be delivered to Carteret County Transfer Station. All actual fees charged to CUSTOMER by Transfer Station will be direct billed by CONTRACTOR to CUSTOMER.

b) Based upon existing conditions of Waste Industries delivering recyclable materials to Sonoco Industries, the current charge for processing recyclable materials will be \$10 per ton. We do not foresee this changing in the next two years. However, conditions are volatile in the processor's world. If there are any changes, we will always use our volume purchasing power to negotiate the best agreements with local processors. Any changes will be mutually agreed upon but not unreasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

c) There will be no fuel surcharges or environmental fees charged during the term of this agreement.

9. Adjustments:

a) The Service Fee will be increased annually every July 1<sup>st</sup> beginning on July 1, 2018 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average-South.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in CONTRACTOR's direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation:

- 1. disposal tipping fees, recycle material processing fees, other fees
- 2. relocation of or change in disposal or recycle processing facility
- 3. disposal or recycle processing facility operational or acceptance changes
- 4. Governmental regulations

Documentation will be provided and adjustments in Service Fees will not be unreasonably refused.

10. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws.

CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

11. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

12. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

13. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, excluding schedule changes listed in Section 5, as and when approved by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information due to a change by the CONTRACTOR. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

14. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

15. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

16. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

17. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.



18. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$10,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

19. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

If to CUSTOMER, to:

Waste Industries, LLC  
3301 Benson Drive, Suite 601  
Raleigh, NC 27609  
Attn: Franklin Lorick  
Fax: (919) 325-3030

Town of Beaufort  
701 Front Street  
Beaufort, NC 28516  
Attn: Manager

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Town of Beaufort and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Town of Beaufort

Waste Industries, LLC

By: John Day

By: Frank Lorick

Name: John Day

Name: Frank Lorick

Title: Town Manager

Title: Region Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Christi H Wood  
Town Finance Officer

Exhibit A: Service Fees

Waterfront Business District Solid Waste and Recycling Collection - The charge for collection and hauling services to the CUSTOMER from CONTRACTOR is:

Roll out cart Recycling Collection:

- \$ 12.85 per month per cart for Recycling – once per week collection frequency
- \$ 28.85 per month per cart for Recycling – twice per week collection frequency – minimum 30 carts (Twice per week includes \$10 per ton processing fee)

Roll out cart Waste Collection:

- \$ 12.85 per month per cart – once per week collection frequency
- \$ 37.30 per month per cart – twice per week collection frequency – minimum 30 carts
- \$ 53.30 per month per cart – three per week collection frequency – minimum 30 carts (Twice & three per week service includes tipping fee charges @ \$52.50 per ton)

Cardboard Dumpster Collection:

- \$79.00 per month per dumpster – once per week collection frequency
- \$138.00 per month per dumpster – twice per week collection frequency
- \$198.00 per month per dumpster – three per week collection frequency (above rates include container and \$10 per ton processing fee)

Compaction Equipment:

For Queen Street location:

- Lease Rate of \$668.00 per month for 60 month lease term or
- Purchase price of \$36,152.00 + applicable taxes

Compactor hauling:

\$208.60 per haul from the Queen Street or Turner Street compactor location

---

**STATE OF NORTH CAROLINA  
COUNTY OF CARTERET**

**AMENDMENT OF SOLID WASTE, RECYCLECOLLECTION,  
TRANSPORTATION and DISPOSAL AGREEMENT  
BETWEEN THE TOWN OF BEAUFORT AND  
WASTE INDUSTRIES, LLC dba GFL Environmental DATED NOVEMBER 17,  
2016**

**Amendment of the Contract made between the Town of Beaufort and Waste Industries, LLC dba GFL Environmental will be as follows:**

**Section 1 Term**

Per the conditions of the existing agreement, Waste Industries LLC dba GFL Environmental and the Town agree to extend the term of this contract for five (5) years ending February 28, 2029.

**All other Terms and Conditions of the entire agreement remain the same.**

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

**WASTE INDUSTRIES LLC  
dba GFL ENVIRONMENTAL**

**TOWN of BEAUFORT**

BY: \_\_\_\_\_  
Ryan Stack, Regional Vice President

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Town Finance Officer

**STATE OF NORTH CAROLINA  
COUNTY OF CARTERET**

**AMENDMENT OF SOLID WASTE, RECYCLECOLLECTION,  
TRANSPORTATION and DISPOSAL AGREEMENT  
BETWEEN THE TOWN OF BEAUFORT AND  
WASTE INDUSTRIES, LLC dba GFL Environmental DATED JULY 1, 2017**

**Amendment of the Contract made between the Town of Beaufort and Waste Industries, LLC dba GFL Environmental will be as follows:**

**Section 1 Term**

Per the conditions of the existing agreement, Waste Industries LLC dba GFL Environmental and the Town agree to extend the term of this contract for five (5) years ending June 30, 2029.

**All other Terms and Conditions of the entire agreement remain the same.**

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

**WASTE INDUSTRIES LLC  
dba GFL ENVIRONMENTAL**

**TOWN of BEAUFORT**

BY: \_\_\_\_\_  
Ryan Stack, Regional Vice President

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Town Finance Officer



**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024**

**AGENDA CATEGORY:** New Business  
**SUBJECT:** Award of Construction Contract  
FY23 Street Rehabilitation and Construction

**BRIEF SUMMARY:**

Sealed bids for the construction of the FY23 Street Rehabilitation project were received on Thursday, January 18, 2024. The work for which bids were obtained includes the proposed rehabilitation of eight street segments and construction of two new street connectors to the Beau Coast development.

Examination of the attached bid tabulation shows that Thomas Simpson Construction Co. submitted the lowest bid at \$1,089,718.35 which is within the Town’s remaining budget for street rehabilitation projects.

Given the foregoing, Town staff recommends award of a construction contract to Thomas Simpson Construction Co. in the amount of the bid plus an approximate five percent contingency to cover unforeseen conditions. This recommendation translates to an approximate contract amount of \$1,089,718.35 and a contingency in the range of \$54,500 and an expected reimbursement of \$104,012.50. The five percent contingency or any remaining portion of it can be expended to construct additional improvements once it becomes clear to Town staff that the likelihood of encountering unforeseen conditions is negligible.

**REQUESTED ACTION:**

Consider awarding the contract to construct the FY23 Street Rehabilitation and Construction project using pervious concrete to Thomas Simpson Construction Co. in the amount of the bid with an agreement in place with Preston that the work for George St and Pine View will be reimbursed after the construction is completed.

**EXPECTED LENGTH OF PRESENTATION:**

10 minutes

**SUBMITTED BY:**

Sam Bell, PE, Assistant Town Engineer

**BUDGET AMENDMENT REQUIRED:**

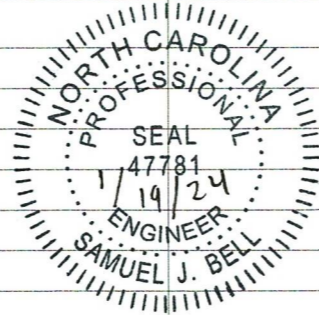
No. The project funding will come from the existing street rehabilitation fund with reimbursement coming from Preston Development for the George Street and Pine View connectors.

**BID TABULATION**

DATE FOR RECEIPT OF BIDS: January 18, 2024

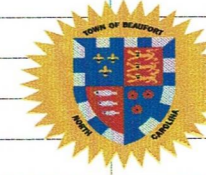
I CERTIFY THAT THIS IS A TRUE AND ACCURATE  
TABULATION OF BIDS RECEIVED.

BY: Sam Bell, PE  
Assistant Town Engineer



*Sam Bell*

Sam Bell, PE



**Town of Beaufort**  
701 Front St. • P.O. Box 390 • Beaufort, N.C.  
28516  
252-728-2141 • 252-728-3982 fax  
[www.beaufortnc.org](http://www.beaufortnc.org)

PROJECT: FY23 STREET REHABILITATION AND CONSTRUCTION

**PART 1**

Item No.	Description	Unit	Quantity	Thomas Simpson Construction Co. Beaufort, NC		Barnhill Contracting Co. Kinston, NC		Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$
				Unit \$	Total \$	Unit \$	Total \$						
1	Temporary Traffic Control	LS	1	52,500.00	52,500.00	85,000.00	85,000.00						
2	Temporary Inlet Control, Silt Bag	EA	6	600.00	3,600.00	485.00	2,910.00						
3	Milling Asphalt Pavement, 1.0" Depth	SY	2025	6.00	12,150.00	7.50	15,187.50						
4	Milling Asphalt Pavement, 2.0" Depth	SY	4736	6.00	28,416.00	10.25	48,544.00						
5	Construction Survey / Layout	LS	1	20,000.00	20,000.00	6,350.00	6,350.00						
6	Portland Cement Stabilized Base, 8" Depth	SY	3283	28.55	93,729.65	20.50	67,301.50						
7	Portland Cement Stabilized Base, 10" Depth	SY	2689	27.30	73,409.70	18.50	49,746.50						
8	Flexible Chip Seal Pavement	SY	2027	14.00	28,378.00	30.50	61,823.50						
9	Milling Asphalt Pavement for Repair/Patch up to 6" Depth	SY	311	8.00	2,488.00	23.00	7,153.00						
10	Structural Fill	CY	255	112.00	28,560.00	78.00	19,890.00 *						
11	Adjust Manhole Frames (Adjustment Ring)	EA	1	1,500.00	1,500.00	270.00	270.00						
12	Adjust Valve and Meter Box	EA	1	1,500.00	1,500.00	201.00	201.00						
13	Adjust Drainage Structure Frame and Casting	EA	1	1,500.00	1,500.00	335.00	335.00						
14	Prime Coat	GAL	2986	12.00	35,832.00	10.00	29,860.00 *						
15	Hot Mix Asphalt Pavement, Type S9.5B	TONS	2021	164.00	331,444.00	175.00	353,675.00						
16	Asphalt Plant Mix, Pavement Repair/Patching Type B25.0B	TONS	100	179.00	17,900.00	324.00	32,400.00						

Tabulation continued on next page

**Continuatiuon of Bid Tabulation**

Item No.	Description	Unit	Quantity	Thomas Simpson Construction Co. Beaufort, NC		Barnhill Contracting Co. Kinston, NC		Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$
				Unit \$	Total \$	Unit \$	Total \$						
17	Sealing Existing Pavement Cracks and Joints	LBS	101	8.00	808.00	33.00	3,333.00						
18	Replace Concrete Curb Ramp, Type 4B	EA	24	4,000.00	96,000.00	3,900.00	93,600.00						
19	Replace Concrete Curb and Gutter 2'6" (Vertical Curb)	LF	299	30.00	8,970.00	129.00	38,571.00						
20	Pavement Marking Lines, 4" White	LF	924	3.00	2,772.00	2.00	598.00 *						
21	Thermoplastic Pavement Marking Lines, 24" White, 90 mils	LF	192	33.00	6,336.00	30.00	5,760.00						
	<b>PART 1 - CONSTRUCTION SUBTOTAL</b>				<b>847,793.35</b>		<b>922,509.00 *</b>						
22	Mobilization (Maximum 4% of Total Construction Subtotal)				33,900.00		38,500.00						
	<b>PART 1 - CONSTRUCTION BASE BID TOTAL</b>				<b>881,693.35</b>		<b>961,009.00 *</b>						

*Tabulation continued on next page*



PART 2													
Item No.	Description	Unit	Quantity	Thomas Simpson Construction Co. Beaufort, NC		Barnhill Contracting Co. Kinston, NC							
				Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$
				23	Construction Survey / Staking	LS	1	16,000.00	16,000.00	11,000.00	11,000.00		
24	Temporary Traffic Control	LS	1	8,500.00	8,500.00	41,000.00	41,000.00						
25	Clearing and Grubbing	AC	0.2	20,000.00	4,000.00	20,800.00	4,160.00						
26	Remove Existing Asphalt Pavement	SY	75	8.00	600.00	24.00	1,800.00						
27	Demolition and Removal Existing 12" CPP	LF	30	35.00	1,050.00	80.00	2,400.00						
28	Demolition and Removal Existing Catch Basin	EA	1	3,000.00	3,000.00	1,921.00	1,921.00						
29	Demolition and Removal Existing 36" CMP	LF	16	45.00	720.00	120.00	1,920.00						
30	Silt Fence	LF	560	4.00	2,240.00	6.00	3,360.00						
31	Permanent Seed and Mulching	AC	0.2	3,000.00	600.00	3,864.00	772.80						
32	15" Reinforced Concrete Pipe Culvert, Class III	LF	58	85.00	4,930.00	85.00	4,930.00						
33	30" Reinforced Concrete Pipe Culvert, Class III	LF	100	120.00	12,000.00	162.00	16,200.00						
34	Catch Basin 0'-6' Deep	EA	2	5,210.00	10,420.00	2,824.00	5,648.00						
35	Dual 30" Headwall	EA	2	9,000.00	18,000.00	10,900.00	21,800.00						
36	8"x6" Reducer	EA	1	1,600.00	1,600.00	1,480.00	1,480.00						
37	8" PVC C-900 Water Line	LF	295	60.00	17,700.00	92.00	27,140.00						
38	6"x6" Tapping Sleeve and Valve	EA	1	5,500.00	5,500.00	10,100.00	10,100.00						

Tabulation continued on next page

Item No.	Description	Unit	Quantity	Thomas Simpson Construction Co. Beaufort, NC		Barnhill Contracting Co. Kinston, NC							
				Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$	Unit \$	Total \$
				39	8" 45-degree Bend	EA	2	1,600.00	3,200.00	1,579.00	3,158.00		
40	Testing and Chlorination	LF	295	7.00	2,065.00	28.00	8,260.00						
41	Tie to Existing 8" Water Main	EA	3	3,500.00	10,500.00	4,752.00	14,256.00						
42	Tie to Existing 6" Force Main	EA	2	3,500.00	7,000.00	3,660.00	7,320.00						
43	6" DIP Force Main	LF	45	85.00	3,825.00	248.00	11,160.00						
44	6" 45-degree Bend	EA	4	1,200.00	4,800.00	1,433.00	5,732.00						
45	Subgrade Preparation	SY	660	20.00	13,200.00	41.00	27,060.00						
46	8" ABC	SY	660	34.50	22,770.00	40.00	26,400.00						
47	Asphalt Roadway Patching	SY	8	165.00	1,320.00	494.00	3,952.00						
48	30" Concrete Curb and Gutter	LF	54	25.00	1,350.00	75.00	4,050.00						
49	1.50" S9.5A	SY	660	17.50	11,550.00	21.00	13,860.00						
50	1.50" S9.5A Final Overlay	SY	660	17.50	11,550.00	21.00	13,860.00						
	PART 2 - CONSTRUCTION SUBTOTAL				199,990.00		294,699.80						
51	Mobilization (Maximum 4% of Total Construction Subtotal)				8,035.00		12,250.00						
	PART 2 - CONSTRUCTION BASE BID TOTAL				<b>208,025.00</b>		<b>306,949.80</b>						
	<b>TOTAL - PARTS 1 &amp; 2</b>				<b>1,089,718.35</b>		<b>1,267,958.80 *</b>						

\* note: in the case of calculation error on the submitted bid form, unit price will be used resulting in a corrected bid total amount. The corrected bid total will be used for bid selection and may differ from submitted bid total if a calculation error was made. Corrected bid totals will be marked by an asterick '\*'



**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024**

**AGENDA CATEGORY:** New Business  
**SUBJECT:** Final Plat – Davis Bay

**BRIEF SUMMARY:**

The applicant wishes to subdivide two tracts totaling 20.08 Acres into 4 Lots. These lots would be served by Phase 3 of the Beau Coast Development. The preliminary plat for this area was approved in January 2023 for installation of infrastructure improvements.

At their January 16, 2024 meeting the Planning Board recommended unanimously the approval of the Final Plat to the Board of Commissioners.

**REQUESTED ACTION:**

Decision on Final Plat

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Michelle Eitner  
Town Planner

**BUDGET AMENDMENT REQUIRED:**

N/A



# STAFF REPORT



**To:** Mayor & Board of Commissioners  
**From:** Michelle Eitner, Town Planner  
**Date:** February 12, 2024  
**Case No.** 24-02 Davis Bay - Final Plat

**THE QUESTION:** Subdivide two tracts totaling 20.08 Acres into 4 Lots (These lots would be served by Phase 3 of the Beau Coast Development)

**BACKGROUND:** The preliminary plat for this area was approved in January 2023 for installation of infrastructure improvements.

Location: Davis Bay – Davis Bay Drive - Off Lewistown Road  
 Owners: Blue Treasure LLC  
 Requested Action: Subdivide two tracts totaling 20.08 acres tract into four lots  
 Existing Zoning: R-20  
 Size: 20.08 Acres  
 Amount of Open Space: 0 Acres  
 Existing Land Use: Undeveloped

**SPECIAL INFORMATION:** At their January 16, 2024 meeting the Planning Board unanimously recommended approval of this Final Plat to the Board of Commissioners.

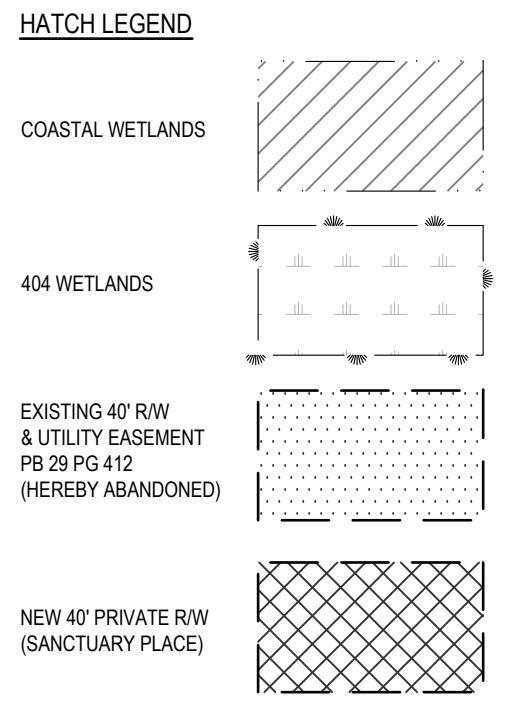
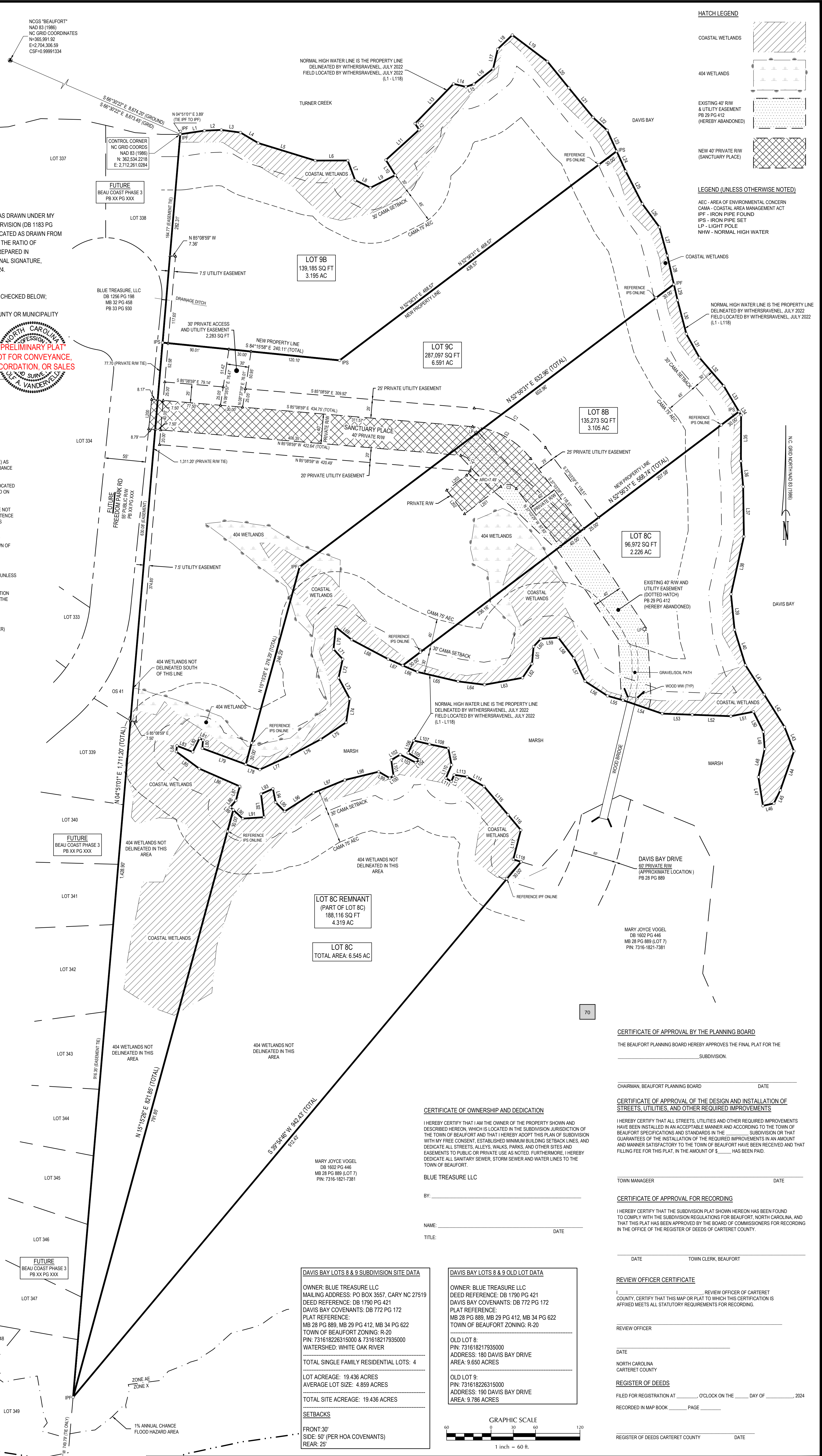
**Public Utilities:**  
 Water: Town Of Beaufort  
 Sanitary Sewer: Town Of Beaufort

**OPTIONS:**  
 1. Decision on the Final Plat for Davis Bay.

- Attachments:**
- Attachment B - Vicinity Map
  - Attachment C - Final Plat for Davis Bay
  - Attachment D – Draft Covenants

# Case #24-02 Vicinity Map Final Plat - Davis Bay

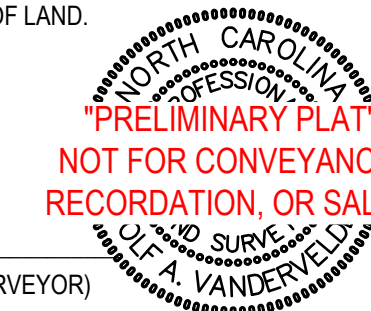




**LEGEND (UNLESS OTHERWISE NOTED)**  
 AEC - AREA OF ENVIRONMENTAL CONCERN  
 CAMA - COASTAL AREA MANAGEMENT ACT  
 IPF - IRON PIPE FOUND  
 IPS - IRON PIPE SET  
 LP - LIGHT POLE  
 NHW - NORMAL HIGH WATER

**SURVEY CERTIFICATE**  
 I, RUDOLF A. VANDERVELDE JR., PLS., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DB 1183 PG 220); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, PAGE (AS SHOWN HERON); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:20,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS XX DAY OF XXXXXXXX A.D., 2024.

I ALSO CERTIFY TO THIS MAP TO BE ONE OF THE FOLLOWING AS CHECKED BELOW:  
 A. CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



RUDOLF A. VANDERVELDE JR (PROFESSIONAL LAND SURVEYOR)  
 LICENSE # 5146

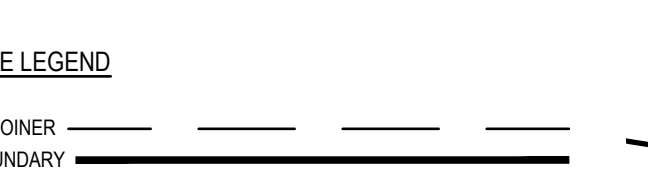
- SURVEY NOTES**
- AREAS COMPUTED BY COORDINATE METHOD.
  - BASIS OF BEARING NAD 83(1986)
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
  - THE PROPERTY IS LOCATED IN A DESIGNATED FEMA FLOOD PLAIN (ZONE AE) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 372071600J, PANEL 7316, EFFECTIVE DATE JULY 16, 2003.
  - WETLANDS AND NORMAL HIGH WATER LINE WERE DELINEATED AND FIELD LOCATED BY WITHERSRAVENEL IN JULY, 2022. WETLANDS NOT DELINEATED ARE NOTED ON THIS SURVEY.
  - AT THE TIME OF THE SURVEY, UNDERGROUND NON-GRAVITY UTILITIES WERE NOT MARKED OR FIELD LOCATED. THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES OTHER THAN WHAT IS SHOWN HERON.
  - TOWN OF BEAUFORT ZONING IS R-20 PER THE OFFICIAL TOWN OF BEAUFORT ZONING MAP ON THE BEAUFORT.ORG WEB SITE. PLEASE CONTACT THE TOWN OF BEAUFORT FOR ALL ZONING REQUIREMENTS AND SETBACKS.
  - SEE DB 772 PG 172 (RESTRICTIVE COVENANTS) FOR DAVIS BAY SUBDIVISION.
  - THE NORMAL HIGH WATER LINE SHOWN HERON ARE ALL COMPUTED POINTS UNLESS OTHERWISE NOTED.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION AND IS MADE SUBJECT TO ANY DOCUMENT OF RECORD WHICH MAY AFFECT THE SUBJECT PROPERTY.
  - NCGS MONUMENT WAS NOT FOUND WITHIN 2000' OF THE SITE.
  - NOTE REGARDING 40' PRIVATE RW IF NECESSARY (PLACE HOLDER/REMINDER)

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	135.00'	113.31'	S 81°06'14" E	110.02'
C2	110.00'	92.33'	S 81°06'14" E	89.54'
C3	15.00'	24.96'	N 89°53'46" W	24.91'
C4	15.00'	36.15'	N 16°06'14" W	28.02'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 81°22'25" E	32.98'
L2	N 87°34'59" E	22.84'
L3	S 82°18'11" E	26.07'
L4	S 59°22'31" E	27.85'
L5	S 72°54'41" E	86.43'
L6	N 89°53'46" W	43.93'
L7	S 20°23'43" E	28.30'
L8	S 83°40'14" E	23.15'
L9	N 83°00'29" E	32.59'
L10	N 31°52'30" W	24.11'
L11	N 47°48'18" E	60.80'
L12	S 82°28'09" W	19.04'
L13	N 44°03'41" E	74.66'
L14	S 76°14'01" E	17.11'
L15	N 10°42'59" E	11.41'
L16	N 51°23'32" E	33.34'
L17	N 10°33'56" E	21.13'
L18	N 45°59'14" E	27.40'
L19	S 52°44'49" E	59.42'
L20	S 89°00'08" E	45.26'
L21	S 39°20'51" E	51.48'
L22	S 47°48'11" E	25.85'
L23	S 82°28'09" W	31.03'
L24	S 24°20'28" E	29.63'
L25	S 26°57'46" E	43.49'
L26	S 38°18'42" E	39.96'
L27	S 15°28'58" E	39.78'
L28	S 12°54'48" E	39.92'
L29	S 12°24'48" E	21.87'
L30	S 14°38'42" E	46.99'
L31	S 26°57'46" E	36.76'
L32	S 38°18'42" E	59.26'
L33	S 30°40'28" E	40.37'
L34	S 30°40'28" E	51.61'
L35	S 00°15'59" W	61.94'
L36	S 05°03'50" E	34.76'
L37	S 09°48'48" E	61.25'
L38	S 12°38'30" W	79.74'
L39	S 05°42'28" E	48.28'
L40	S 17°08'51" E	50.08'
L41	S 32°33'15" E	46.99'
L42	S 31°02'31" E	51.67'
L43	S 31°11'37" E	30.06'
L44	S 19°18'11" W	55.87'
L45	S 26°03'59" W	18.74'
L46	S 17°43'17" W	15.17'
L47	N 08°54'20" W	39.33'
L48	N 84°26'55" E	38.88'
L49	N 84°26'55" E	23.26'
L50	N 26°16'56" W	30.31'
L51	S 38°18'42" E	31.03'
L52	N 87°50'00" W	52.19'
L53	N 87°54'45" W	40.57'
L54	N 10°07'48" W	65.02'
L55	N 74°14'18" W	21.58'
L56	N 56°57'40" W	36.20'
L57	N 65°09'05" W	34.64'
L58	N 37°08'58" W	34.78'
L59	S 85°48'08" W	23.87'
L60	S 82°41'03" W	14.16'
L61	S 05°15'31" W	23.26'
L62	S 33°59'37" W	22.91'
L63	S 74°41'00" W	59.13'
L64	N 82°47'03" W	36.08'
L65	N 82°47'03" W	56.21'
L66	N 82°47'03" W	21.17'
L67	N 86°21'41" W	21.41'
L68	N 82°00'29" E	64.82'
L69	N 51°33'38" W	22.21'
L70	S 08°03'21" W	26.79'
L71	S 82°28'09" W	18.41'
L72	S 12°46'17" W	25.82'
L73	S 20°03'02" E	32.21'
L74	S 04°48'26" W	32.15'
L75	S 58°23'42" W	41.21'
L76	S 81°57'37" W	47.40'
L77	S 89°15'31" W	44.22'
L78	N 69°42'44" W	20.31'
L79	N 69°42'44" W	66.51'
L80	N 69°42'44" W	11.13'
L81	N 82°49'15" W	5.23'
L82	S 89°15'31" W	20.65'
L83	N 69°42'44" W	29.84'
L84	S 08°00'15" W	7.90'
L85	S 52°23'43" E	38.59'
L86	S 62°24'43" E	59.64'
L87	S 15°15'26" W	19.87'
L88	S 38°38'38" E	11.72'
L89	S 47°19'38" E	5.31'
L90	S 47°19'38" E	17.25'
L91	N 89°17'56" E	29.71'
L92	N 07°09'06" W	31.52'
L93	N 65°54'33" E	17.80'
L94	S 11°10'15" E	18.74'
L95	S 44°45'38" E	17.30'
L96	N 87°12'29" E	45.92'
L97	N 87°12'29" E	45.92'
L98	N 76°15'27" E	47.14'
L99	S 89°45'10" E	17.22'
L100	N 57°10'59" E	5.94'
L101	N 07°51'15" W	21.55'
L102	N 89°17'56" E	14.06'
L103	S 62°46'31" E	23.58'
L104	N 52°24'32" E	6.31'
L105	N 89°45'39" W	17.94'
L106	N 24°23'55" E	18.31'
L107	S 76°54'54" E	21.79'
L108	S 77°26'15" E	29.86'
L109	S 11°01'22" E	22.83'
L110	S 23°04'10" W	18.37'
L111	S 31°20'45" E	6.95'
L112	N 23°08'42" E	9.85'
L113	S 31°12'31" E	17.75'
L114	S 60°32'21" E	26.16'
L115	S 40°14'09" E	50.18'
L116	N 89°17'56" E	27.01'
L117	S 14°27'48" W	49.89'
L118	S 73°01'34" E	11.01'
L119	N 82°49'15" W	40.00'
L120	S 52°26'31" W	61.19'
L121	N 37°03'29" E	40.00'
L122	N 52°26'31" E	33.46'



**DAVIS BAY LOTS 8 & 9 SUBDIVISION SITE DATA**

OWNER: BLUE TREASURE LLC  
 MAILING ADDRESS: PO BOX 3557, CARY NC 27519  
 DEED REFERENCE: DB 1790 PG 421  
 DAVIS BAY COVENANTS: DB 772 PG 172  
 PLAT REFERENCE: MB 28 PG 889, MB 29 PG 412, MB 34 PG 622  
 TOWN OF BEAUFORT ZONING: R-20  
 PIN: 731618226315000 & 731618217935000  
 WATERSHED: WHITE OAK RIVER

TOTAL SINGLE FAMILY RESIDENTIAL LOTS: 4  
 LOT ACREAGE: 19.436 ACRES  
 AVERAGE LOT SIZE: 4.859 ACRES  
 TOTAL SITE ACREAGE: 19.436 ACRES

SETBACKS  
 FRONT: 30'  
 SIDE: 50' (PER HOA COVENANTS)  
 REAR: 25'

**DAVIS BAY LOTS 8 & 9 OLD LOT DATA**

OWNER: BLUE TREASURE LLC  
 DEED REFERENCE: DB 1790 PG 421  
 DAVIS BAY COVENANTS: DB 772 PG 172  
 PLAT REFERENCE: MB 28 PG 889, MB 29 PG 412, MB 34 PG 622  
 TOWN OF BEAUFORT ZONING: R-20

OLD LOT 8:  
 PIN: 731618217935000  
 ADDRESS: 180 DAVIS BAY DRIVE  
 AREA: 9.650 ACRES

OLD LOT 9:  
 PIN: 731618226315000  
 ADDRESS: 190 DAVIS BAY DRIVE  
 AREA: 9.786 ACRES

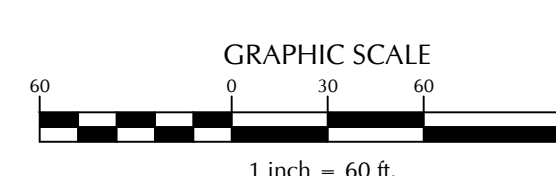
**CERTIFICATE OF APPROVAL BY THE PLANNING BOARD**  
 THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE \_\_\_\_\_ SUBDIVISION.  
 CHAIRMAN, BEAUFORT PLANNING BOARD \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HERON, 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.  
 BLUE TREASURE LLC  
 BY: \_\_\_\_\_ 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 AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT SPECIFICATIONS AND STANDARDS IN THE \_\_\_\_\_ 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 \$ \_\_\_\_\_ HAS BEEN PAID.  
 TOWN MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR RECORDING**  
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HERON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.  
 DATE \_\_\_\_\_ TOWN CLERK, BEAUFORT \_\_\_\_\_

**REVIEW OFFICER CERTIFICATE**  
 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 CARTERET COUNTY \_\_\_\_\_ DATE \_\_\_\_\_



REVISIONS:	DATE: 12-18-2023	SUBDIVISION MAP OF	
	SCALE: 1"=60'	LOTS 8 & 9 DAVIS BAY SUBDIVISION	
	SURVEYED BY: MS & RJ	PROPERTY OF	
	DRAWN BY: RAW	BLUE TREASURE LLC	
	CHECK & CLOSURE BY: RAW	TOWNSHIP: BEAUFORT	COUNTY: CARTERET
	CAD FILE: DAVIS BAY LOTS 809 SUBDIVISION.DWG	STATE: NORTH CAROLINA	
	PROJECT NO: 022001070.00	TOWN OF BEAUFORT ZONING: R-20	PIN: 731618226315 & 731618217935
			SHEET 1 OF 1

**WithersRavenel**  
 Engineers | Planners | Surveyors  
 115 MacKenzie Drive | Cary, NC 27511 | t: 919.469.3340 | license #: F-1479  
 www.withersravenel.com

W:\2023-07\02201070-Davis Bay - THE BARRETT FAMILY TRUST (Geometric) Survey\New-Com\Drawings\Davis Bay Lots 809 Subdivision.dwg - Monday, December 18, 2023, 2:58:24 PM - VANDERVELDE, RUDY



FILE # 1640324

FOR REGISTRATION REGISTER OF DEEDS  
Karen S Hardesty  
Carteret County, NC  
June 12, 2019 03:23:31 PM  
ANNA ADMT 12 P  
FEE: \$26 00  
FILE # 1640324

✓ PREPARED BY: M. DOUGLAS GOINES, BESWICK & GOINES, PLLC, 911 ARENDELL STREET, MOREHEAD CITY, NC 28557  
RETURN TO: M. DOUGLAS GOINES, BESWICK & GOINES, PLLC, 911 ARENDELL STREET, MOREHEAD CITY, NC 28557

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
DAVIS BAY SUBDIVISION**

THIS AMENDED AND RESTATED PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, dated of purpose of reference only this 10 day of June, 2019, for the lots in the Subdivision known as Davis Bay Subdivision, located in Carteret County, North Carolina, as shown on a plat thereof recorded in Plat Book 28, Page 889, Carteret County Registry, and

WHEREAS, the Declarant originally recorded the Declaration of Protective Covenants, Restrictions, and Easements for Davis Bay Subdivision in Deed Book 772, Page 172, Carteret County Registry;

WHEREAS, Declarant subsequently sold all lots in said Subdivision and relinquished control of the same to Davis Bay Subdivision Homeowners Association, Inc., and

WHEREAS, Davis Bay Subdivision Homeowners Association, Inc. subsequently recorded an Amendment to Restrictive Covenants for Davis Bay Subdivision in Deed Book 972, Page 372, Carteret County Registry; and

WHEREAS, Davis Bay Subdivision Homeowners Association, Inc. subsequently recorded a Modification of Protective Covenants for Davis Bay Subdivision in Deed Book 1293, Page 181, Carteret County Registry; and

WHEREAS, in accordance with North Carolina General Statute 55A-7-08, written ballots were submitted by the owners of all lots subjected to the Protective Covenants regarding the amendments and restatement of Protective Covenants set forth herein; and

12

WHEREAS, Davis Bay Subdivision Homeowners Association, Inc., pursuant to Paragraph 9 of said Protective Covenants and with the approval of more than 67% of all current owners of Lots in said Subdivision does hereby amend and restate said Protective Covenants as follows:

1. **DESCRIPTION.** This Declaration shall run with the land and shall bind and insure to the benefit of the owner of each Lot within the Subdivision, and the property made subject to these Protective Covenants is all of the property shown on that Plat of Davis Bay Subdivision recorded in Map Book 28, Page 889, Carteret County Registry, as the same may be amended from time to time.

2. **ADDITIONAL PROPERTIES.** Declarant reserves the right to annex adjoining property which is now owned, or may be hereafter acquired or developed by Declarant, to the Subdivision, and to subject such additional property to the terms and provisions of these Protective Covenants without the consent of the members of the Association. Annexation provided for in this section shall become effective upon the filing by the Declarant of a supplemental or amended Declaration in the Office of the Register of Deeds of Carteret County.

3. **SINGLE FAMILY UTILIZATION.** These Protective Covenants restrict all numbered Lots within the Subdivision to be used only for single family residential purposes. No home or other structure constructed within the Subdivision will be utilized for commercial purposes, except that home offices shall be permitted as long as such offices do not induce traffic, require signage, or include retail space.

4. **BUILDING AND SITE RESTRICTIONS.** The Architectural Control Committee must give prior approval for the construction, reconstruction or any addition to any improvement or structure on any Lot, or any subdivision of any existing Lot, in accordance with the procedures described in Paragraph 5 of these Protective Covenants. Furthermore, the Architectural Control Committee must approve the removal of any hardwood tree of a size of four inches in diameter or greater, measured two feet above natural grade at the base of the tree. Pine trees may be removed without prior permission of the Architectural Control Committee, except that no general clear cutting of pines shall be allowed on any Lot (other than as necessary to construct approved improvements or structures) without prior approval of the Architectural Control Committee. In addition, the following restrictions shall apply:

(a) Any owner of a Lot existing at the time this Amended and Restated Protective Covenants are adopted and recorded may, but is not required to, subdivide his Lot to create two lots, after approval by the Architectural Control Committee using the same procedure as described in Paragraph 5 of these Amended and Restated Protective Covenants. Any Lot divided pursuant to this subsection may not be divided again. For any divided Lots created pursuant to this subsection, one divided lot shall bear the original Lot number and the suffix B, and the other divided Lot shall bear the original lot number and the suffix C. The minimum lot size is one acre.

(b) No more than one (1) single family house shall be allowed per Lot. No detached garage, carport, utility building, greenhouse, storage shed or other ancillary or



outbuilding shall be permitted unless architecturally compatible with the primary dwelling structure on the Lot. For any original Lot that remains undivided, a one (1) bedroom guest house may be constructed on said Lot, provided that approval is first obtained from Carteret County and the Carteret County Health Department for the construction of such structure. No guest house shall be used for rental purposes. No guest house shall be permitted on any Lot that is subdivided pursuant to this Paragraph 4.

(c) Unless specifically approved in writing by the Architectural Control Committee, all homes must be constructed substantially on site, and no modular home shall be located within the Subdivision and no homes constructed elsewhere shall be allowed to be conveyed into and located on a Lot within the Subdivision. No temporary structures shall be allowed. Construction of garages, guest homes or out buildings shall not be commenced until such time as construction of the primary residence on a Lot has been undertaken.

(d) The minimum square footage of heated, enclosed living space for each approved residential structure shall be 2000 square feet for all homes. Carports, garages, attics, porches, patios and decks shall not be considered heated, enclosed living space. No home shall contain more than four (4) bedrooms, inclusive of the bedroom contained in any guest house constructed on a Lot, unless specific prior approval is granted by the Carteret County Department of Health. No Lot has been approved by the Carteret County Department of Health for a septic waste treatment system servicing more than four bedrooms.

(e) No structure will be allowed within 20 feet of the Road or within 20 feet of any access easement, 50 feet of any side Lot line, 50 feet of any waterway, and 50 feet of any rear Lot line, unless alternatives are approved by the Board of Directors of the Association upon a showing by a Lot owner of hardship resulting from the configuration of wetlands on a Lot.

(f) The construction of bulkheads, piers and docks shall only be allowed after approval by the Architectural Control Committee and all applicable governmental permitting agencies, including the North Carolina Division of Coastal Management. No such structures will be allowed unless said structures are compatible with similar or proposed improvements on other Lots and after a finding that the construction of such structures will not unduly interfere with the riparian rights or reasonable property expectations of the owners of other Lots within the Subdivision. The type of construction utilized for bulkheads may be controlled by the Architectural Control Committee based on appearance, function and environmental engineering criteria. Declarant, by recordation of these Protective Covenants, makes no representation that a pier or dock constructed in accordance with the aforesaid provisions shall be sufficient to provide access to deep water. There is included as an appurtenant part of Lots 4 through 9 a non-contiguous tract of land designated on the Plat by the corresponding Lot number by the letter "A." The sole purpose and use of these portions of Lots shall be to construct docks or piers (one per Lot), which shall be used only for the benefit of the Lot owner, and his guests and invitees. No commercial use of such dock or pier shall be allowed. The portions of the Lots designated by "A" cannot be conveyed separately from the remaining portions of the Lot to which they are appurtenant again. If any of Lots 4 through 9 as shown on the Plat recorded in Plat Book 28, Page 889, Carteret County Registry are subdivided pursuant to this Paragraph 4, the deed of conveyance for the new divided Lot shall specify which new divided Lot, either suffix "B" or "C", shall have the appurtenant water access described above. Only one of the divided lots shall have the appurtenant

water access; it shall not be shared by Lots created by subdivision pursuant to this Paragraph 4. All improvements located on any Lot, including that portion of the Lot designated with "A", shall be maintained in a good and sightly condition at all times, by and at the sole expense of the owner of said Lot.

(g) The United States Army Corps of Engineers, in accordance with the provisions of the Clean Water Act enacted by the United States Congress, must issue permits prior to any site alteration of any area designated as a Section 404 wetland. Furthermore, the Department of Environmental Management of the State of North Carolina must also approve any such site alteration. Site alteration within these jurisdictional wetlands without a permit is a violation of state and federal law. Therefore, no Lot owner shall alter any area on a Lot delineated as a Section 404 jurisdictional wetlands without approval of the Architectural Control Committee and without specific permission and/or permits having been issued by the United States Army Corps of Engineers and the Department of Environmental Management of the State of North Carolina. LOT OWNERS ARE SPECIFICALLY CAUTIONED THAT, UNDER APPLICABLE LAW, JURISDICTIONAL WETLANDS NEED NOT BE OR APPEAR TO BE WET. Lot owners are also cautioned that the area of jurisdictional wetlands shown on the Plat is subject to change over time.

(h) Each Lot owner shall keep the grounds on his Lot and all structures located thereon in a clean, neat and sightly condition, and shall provide for the regular removal of all trash or refuse from the Lot.

(i) No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling unless said animal is maintained as a domestic pet, and is not maintained for commercial purposes. All domestic pets must conform to all local laws and must not be a nuisance or cause damage to any property within the Subdivision. Non-commercial equine animals shall be specifically permitted.

(j) In order to comply with the North Carolina Coastal Stormwater Regulations enacted by the Department of Environmental Management of the State of North Carolina, no more than 104,980 square feet of any Lot shall be covered by impervious surfaces as defined by the Department of Environmental Management. Impervious surfaces include structures, paved surfaces, walkways, patios of brick, stone, slate and similar materials, and use of other materials that substantially negatively impact the ability of water to be assimilated into the soil. This provision of the Protective Covenants is intended to insure continued compliance with stormwater runoff regulations, and therefore this covenant may be enforced by the State of North Carolina, as well as any other party designated in Paragraph 7 hereunder. This provision, as well as all other provisions of the Protective Covenants, runs with the land and is binding on all persons owning any Lot as shown on the Plat.

5. **ARCHITECTURAL CONTROL COMMITTEE PROCEDURES.** At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Architectural Control Committee a plat of the Lot, which plat shall

show each Lot corner. There shall further be shown on each such plat the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, piers, patios, decks and walkways. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The plat shall be professionally prepared, but there shall be no requirement that it be prepared by a registered surveyor or licensed architect. There shall be submitted two (2) copies of all information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the Lot whether or not the requested improvements and landscape plan are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Association may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed acceptance by the owner of the Lot of the conditions imposed. Nothing shall prohibit the owner of a Lot from leaving portions of his Lot in a natural condition.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

- (a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the Subdivision;
- (b) that all required specific building standards and other conditions contained within the Protective Covenants and other applicable legal documents have been complied with;
- (c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the Subdivision; and
- (d) that the natural features of the Lot have been retained to the maximum extent feasible.

Following assignment of architectural review authority from Declarant to the Association, any owner of any Lot disagreeing with the finding of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board of Directors of the Association shall then review the plans, giving the Chairman of the Architectural Control Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner of the Lot or his agent, and the owner of the Lot or his agent may present information challenging the findings

of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

6. **ASSOCIATION.** The owner or owners of every Lot shall be a voting member of the Association. Two votes shall be allowed per original Lots 1 through 9. In the event one of the original Lots 1-9 is subdivided in accordance with the provisions of Paragraph 4 above, each new lot so created shall be allowed one vote. To the extent that there is more than one owner of any one Lot, whether subdivided or not, said owners shall determine among themselves, and designate, one voting member, which voting member shall cast the vote(s) allocated to said Lot. If the owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the owners of the Lot.

The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws.

Access to the Subdivision is provided by a sixty foot access easement ("Access Easement") crossing the lands of Atlantic Veneer Company, and connecting the Subdivision to Lennoxville Point Road. The Association shall maintain in good and usable condition the Access Easement. The Access Easement joins within the Subdivision a sixty foot right-of-way, which right-of-way is herein referred to as the "Road". The Road connects and transverses Lots 1 through 7. The Association shall maintain the Road in good and functional condition. Declarant shall cause electric and telephone utilities to be installed in the Road, and shall cause the Road to be paved.

Access to any Lot may be obtained by the owner(s) of that Lot from adjoining property other than Davis Bay Drive. However, such access must be in the nature of a driveway and shall not be a through street.

There is shown on the Plat a twenty foot sewer easement across Lots 5 and 6, connecting the Road to an area designated as Sewer Treatment Area. This Sewer Treatment Area may be utilized as more fully set out hereinafter to provide either primary septic sewage treatment for the benefit of two named Lots in the Subdivision, or as replacement area for systems constructed on such Lots. All cost of maintenance of any of the distribution, treatment or disposal systems constructed within the Sewer Easement or the Sewer Treatment Area shall be borne by those actually making utilization of such areas for septic sewage treatment or disposal. The owners of Lots 6 and 7 may make any use of those reserved areas not inconsistent with the primary purpose thereof.

There is also reserved a fifty foot right-of-way crossing Lot 2 and joining Lot 3 to the Road. The only access currently allowed to Lots 2 and 3 is across said right-of-way. The owners of Lots 2 and 3 shall maintain said right-of-way, at their own expense, and shall be equally responsible for the cost thereof. Declarant shall not be obligated to provide any improvements within such right-of-way. Nothing shall prohibit the owner of Lot 2 or the owner of Lot 3 from procuring permits necessary to fill wetlands to allow other access to either of such Lots, or from constructing a bridge to provide access to either of said Lots. The Declarant makes no warranty or representation that such permits can be procured. Should the owner of Lot 3 procure such improvements, and provide access to Lot 3 directly from the Road, said owner may relieve himself of maintenance obligations from said access easement by recording in the office of the Register of Deeds of Carteret County a withdrawal of his right (and the right of his successors and assigns) to utilize said access easement for any purpose.

There is no access provided to Lots 8 and 9 at the time of the recording of this Plat. It is the intent of Declarant, assuming permits can be procured allowing construction thereof, to construct a bridge across wetlands, connecting the Road to Lots 8 and 9. There is herein reserved an easement across Lot 8 for the purpose of providing access to Lot 9, which easement shall be fifty feet in width, and which easement shall be located at the discretion of Declarant, but not so as to limit the reasonable utilization of Lot 8 for building purposes. The conveyance of Lot 8, when made, shall specify the location of said easement, which easement cannot then be relocated without the permission of the owner of Lot 8. Once constructed, the cost of maintenance of said bridge, and all access easements, shall be borne equally by the owners of Lots 8 and 9, and the owners of Lots 8 and 9 shall have an affirmative obligation to bear such maintenance cost.

The Association shall have the responsibility of maintaining a sightly appearance along the Access Easement and along the Road. Those entitled to utilize or receiving benefit from any of the other easements named herein shall maintain such easements in a good, functional and sightly condition.

The Association shall have the obligation to provide for itself and for the benefit of the owner of each Lot all necessary professional services to promote the proper maintenance of all roads, driveways and access easements, and to provide a smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of the Subdivision and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association. The Association shall maintain all insurance coverage it believes desirable, including, but not limited to officers and directors liability insurance, general liability insurance, workmen's compensation insurance and casualty insurance.

The Association shall have the optional authority to provide any service to the Lots it believes desirable, including, but not limited to cable television, waste collection or utility service. Such services may be provided by the Association directly, by a subsidiary owned by the Association or by contract with a third party. Assessments may be collected to pay for the provision of such services.

In order to fund its obligations, the owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay the Association the following:

- (a) annual charges or dues; and
- (b) special assessments.

All such assessments, charges, and dues, together with any interest thereon, shall be a charge on the lands and shall be a continuing lien upon the Lot against which assessments are made. Liens shall be perfected in the manner of a mechanics or materialmens lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within nine (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the President of the Association said power of sale. To the extent that the owner of any Lot has an obligation to maintain any easement or improvement as contained herein, and fails to do so after receiving written notice from the Association, or in the event said owner fails to contribute his required pro rata cost of such improvement, the Association may collect such charge, or may cause such maintenance or upkeep to be provided, at the expense of the owner of said Lot, and may collect its expenses in doing so, plus a fifteen percent administrative fee, from the defaulting owner, which may be collected in the nature of a special assessment as more fully set out herein.

Annual assessments shall be in an amount determined by a majority vote of the Directors of the Association. Annual charges, dues, or special assessment shall be divided into 18 shares. For any original Lot 1 through 9 which remains undivided, each undivided Lot shall pay two shares of annual charges, dues, or special assessments. For any original Lot 1 through 9 which is later divided pursuant to Paragraph 4 above, each new lot so created shall pay one share of annual charges, dues, or special assessments. The fiscal year of the Association shall be the calendar year; dues for the first year of the Association, prorated by date of closing, shall be payable to the Association as closing. Declarant shall pay dues for all unsold Lots beginning on the first day of the year following the first conveyance of a Lot. Beginning with January 1 of the year following issuance of a building permit for construction of a home on a Lot, the dues for each such Lot for which a building permit for construction of a home has been issued shall be twice the then determined assessment for each unimproved Lot. No amendment to these Protective Covenants, unless approved by Declarant and all owners of Lots within the Subdivision, shall alter the ratio of dues paid by the Owner of an unimproved Lot compared to the dues paid by an owner of an improved Lot. No assessment shall be paid relating to Lots 8 or 9, however, until such time as the access bridge as above set out has been completed, and the first of said two Lots has been conveyed.

Notwithstanding any provisions of these Protective Covenants, including this Paragraph 6, the Board of Directors shall have authority to levy any special assessment against any or all of the Lots within the Subdivision if, in the sole discretion of said Directors, the assessment is reasonably required to protect properties impacted in case of any emergency, such as a storm

causing severe erosion. In such event, the Directors shall give written notice to the members so affected as promptly as possible after the determination of said assessment and the action shall be binding as though ratified by the requisite vote of the owners of Lots. All other special assessments must be approved by a majority of the owners of all the Lots, and such assessments shall be equally assessed against each Lot.

7. **ENFORCEMENT.** These Protective Covenants, including any amendment hereto, may be enforced by any individual Lot owner; by the Association, upon action by its Board of Directors; or by Declarant, as long as Declarant owns any Lot within the Subdivision. Appropriate remedies shall include, but not be limited to, specific performance. In any action to enforce these Protective Covenants, including any action to collect assessments, either regular or special, or to foreclose upon any real property for payment of such assessment, all costs associated with said collection, including court costs and reasonable attorney's fees, shall be collected as an additional assessment. In addition, interest at the rate of twelve percent (12%) per annum shall be collected from the due date of any assessment, until the assessment is paid in full.

8. **SETBACKS.** All setback and building restriction areas, and allowable building areas, as shown on the Plat of the Subdivision, shall be incorporated herein by reference.

9. **AMENDMENTS.** These Protective Covenants shall continue in full force and effect until 12:00 noon on January 1, 2030, at which time it shall automatically extend for additional successive periods of ten (10) years, unless a document terminating or modifying these Protective Covenants is recorded prior to any renewal date in the office of the Register of Deeds of Carteret County which amendment shall require approval of the owners of sixty-seven percent (67%) of the Lots subjected to these Protective Covenants (including any amendments hereto).

10. **BINDING EFFECT.** All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land described herein, accepts the same subject to these Protective Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Protective Covenants, jointly, separately, and severally.

11. **RESERVATION OF RIGHTS.** Declarant hereby reserves the right to utilize all roads and easements within the Subdivision for purposes of ingress and egress to Lots within such Subdivision owned by it, for purposes of providing access to other contiguous properties owned by it. This right shall be assignable by Declarant to successors in interest to it of other contiguous properties. Any utility easements reserved as shown on any recorded plat (and all roads and easements shown on the Plat shall be deemed for this purpose a utility easement) shall be available for utilization by Declarant, authorized utility companies, or by the owner of any Lot within Davis Bay Subdivision, for purposes of providing utility services or necessary drainage, but only upon approval of the Association given by its Board of Directors.

12. **UTILITY EASEMENT.** There is hereby reserved for the benefit of the

Association and the owner of each Lot within the Subdivision a utility, drainage and maintenance easement running parallel to the Road a width of ten feet. There is further reserved an additional easement for purposes of locating off site sewage disposal facilities for the benefit of Lots 2 and 3, as more fully described hereinbefore, and as is shown on the Plat. There is reserved, and shown on the Plat, a thirty foot utility easement running along the south boundary of Lots 2, 3, 4, 5 and 6. Said easement (ten feet in width) then runs along the joint property line of Lots 1 and 2, until such time as it connects to the right-of-way and sewer easement, may be utilized for installation of electrical service to the lots shown on the Plat, and no owner will take any action to interfere with such service, whether above ground or below ground.

13. **MINOR AMENDMENT.** Declarant, their successors or assigns, shall be allowed to amend these Protective Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Subdivision, and the owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the office of the Register of Deeds of Carteret County, which Corrected Declaration shall specifically reference this document, and the provision impacted.

14. **RULES.** The Board of Directors may from time to time establish rules for use of any property within the Subdivision in order to protect the value of Lots, the aesthetic qualities of the Subdivision and the tranquility of the owners of Lots. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots, easement and the Road. All such rules shall be effective after written notice of adoption is mailed to the record owners of all Lots. All such rules shall be enforceable as though set out within these Protective Covenants.

15. **DECLARANT CONTROL.** Notwithstanding any other provision contained herein or in the By-Laws of the Association, Declarant shall elect all directors of the Association and shall act as the Architectural Control Committee until the earlier of the following:

- (a) Assignment of such rights to the Association;
- (b) Sale of five (5) Lots; or
- (c) December 31, 2000.

16. **WAIVER.** The owner of each of the Lots, which Lots include an appurtenant part thereof designated by "A", hereby agree to waive any sideline setbacks relating to the utilization of any portion of any of the Lots designated "A" as setbacks relate to the construction of a dock or pier thereon, it being understood and agreed that there may be constructed on any portion of any Lot following by "A" a dock or pier which may be constructed up to and within one foot of the property line thereof. Nothing contained herein shall be deemed a waiver of the setback for construction of a dock on Lots 1, 2 or 3.



17. **PRIOR AMENDMENTS SUPERSEDED.** The Amendment to Restrictive Covenants recorded in Deed Book 972, Page 372 and the Modification of Protective Covenants for Davis Bay Subdivision recorded in Deed Book 1293, Page 181, Carteret County Registry are superseded and replaced by this Amended and Restated Protective Covenants, Restrictions and Easements and shall have no further effect.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Protective Covenants, Restrictions and Easements and caused the same to be recorded in the Register of Deeds for Carteret County, North Carolina, this 12 day of JUNE 2019.

DAVIS BAY SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

BY: [Signature] (SEAL)  
ROBERT GARRISON, PRESIDENT

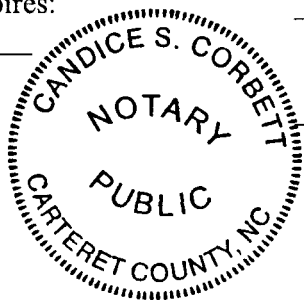
BY: [Signature] (SEAL)  
REINALDO VALLECILLO, SECRETARY

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

I, Candice S. Corbett, a Notary Public in and for said County and State do hereby certify that ROBERT GARRISON, President of Davis Bay Subdivision Homeowners Association, Inc., a North Carolina Non-Profit Corporation, personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and official seal, this the 12 day of JUNE, 2019.

My Commission Expires:  
4.17.21



Candice S. Corbett  
Notary Public

Candice S. Corbett  
Printed Name of Notary

STATE OF NORTH CAROLINA

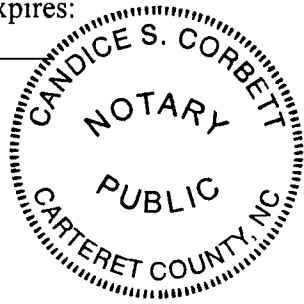
COUNTY OF CARTERET

I, Candice S. Corbett, a Notary Public in and for said County and State do hereby certify that REINALDO VALLECILLO, Secretary of Davis Bay Subdivision Homeowners Association, Inc., a North Carolina Non-Profit Corporation personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and official seal, this the 12 day of June, 2019.

My Commission Expires:

4.17.21



Candice S. Corbett  
Notary Public

Candice S. Corbett  
Printed Name of Notary



**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024**

---

**AGENDA CATEGORY:** New Business

**SUBJECT:** Volunteer Board Appointments

**REQUESTED ACTION:**

**Please make the following appointments using the attached list of applicants.**

- **Board of Adjustment:**
  - (1) Member, 3-year terms Beginning February 29, 2024
  - (1) Alternate Member, 3-year terms Beginning February 29, 2024
- **Historic Preservation Commission:**
  - (2) Members, 3-year terms, Beginning February 29, 2024
- **Parks & Recreation Advisory Board:**
  - (1) Member; Effective immediately to fulfill the term ending September 30, 2026
- **Planning Board:**
  - (1) Member, 3-year term; Beginning February 29, 2024
  - (1) Member, Effective immediately to fulfill the term ending February 13, 2026

*If there are not enough applicants for a board/commission, we will re-advertise and bring those to a future BOC meeting, in efforts to fill the vacancy as soon as possible.*

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk

<b>Applicant</b>	<b>Volunteer Board/Commission/Committee</b>	<b>Re-Appointment or New</b>
Catherine Reeve	Board of Adjustment	Re-Appointment
Bradley Cummins	Historic Preservation Commission	Re-Appointment
Ronald Dupuis	Parks & Recreation Advisory Board	New
Phillip Coe	Planning Board	New
Charlie Deaton	Planning Board	New
Victor Fasolino	Planning Board	New
Isabel Hernandez	Planning Board	New
Laura Holland	Planning Board	New
Ralph Merrill	Planning Board	Re-Appointment
Ryan Neve	Planning Board	New
Jackie Ricks	Planning Board	New
Jessica Sabiston	Planning Board	New
Susan Sanders	Planning Board	New



**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  
Regular Meeting  
6:00 PM Monday, February 12, 2024  
Train Depot, 614 Broad Street  
Beaufort, NC 28516**

**AGENDA CATEGORY:** Closed Session

**SUBJECT:** Pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (4)

**REQUESTED ACTION:**

Motion to enter closed session pursuant to NCGS 143-318.11 (a) (3) to allow the Board of Commissioners to consult with Town Attorney and NCGS 143-318.11 (a) (4) for the purpose of discussing economic development incentives.

**SUBMITTED BY:**

Todd Clark, Town Manager

**BUDGET AMENDMENT REQUIRED:**

No