



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, April 13, 2026
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Items of Consent

- [1.](#) Meeting Minutes: March 9 & 23, 2026
- [2.](#) FY 2026 Audit Contract
- [3.](#) SUP Order for Case #26-03: 201 Ann St Accessory Dwelling Unit
- [4.](#) Mutual Aid Agreement: Marine Corps Air Station Cherry Point and Beaufort Fire Department

Proclamation

- [1.](#) Line Worker Appreciation Day: April 18, 2026

Public Comment

Old Business

- [1.](#) Beaufort Club Proposed Access: Kevin Court & NC-101 K. Garner

New Business

- [1.](#) Resolution: Petition for Annexation of Pearl West Property (15.67 acres) E. Lewis

Manager Report

Mayor/Commissioner Comments

Closed Session

1. Pursuant to NCGS 143-318.11 (a) (3) and 143-318.11 (a) (6)

Adjourn



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Board of Commissioners
Regular Meeting
6:00 PM – Monday, April 13, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Meeting Minutes: March 9 & 23, 2026

REQUESTED ACTION:

Review and approve the attached draft minutes for the following BOC meetings:

- March 9, 2026, Regular Meeting
- March 23, Work Session

SUBMITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



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Board of Commissioners
Regular Meeting Minutes
6:00 PM Monday, March 09, 2026
Train Depot, 614 Broad Street

DRAFT

Call to Order/Pledge of Allegiance

Mayor Harker called the March 9, 2026, Board of Commissioners meeting to order at 6:00 PM. She invited everyone to join in reciting the Pledge of Allegiance.

Roll Call

Elizabeth Lewis, Town Clerk called the roll:

PRESENT:

- Mayor Harker
- Commissioner Gillikin
- Commissioner Spiegler
- Commissioner Matthews
- Commissioner Cooper
- Commissioner LoPiccolo.

Absent: None

Agenda Approval

Mayor Harker announced the need to amend the agenda to add a closed session pursuant to North Carolina General Statute 143-318.11(a) and (3).

Commissioner Gillikin made a motion to add the closed session to the end of the agenda, citing NCGS 143. 318. 11(a)(3) as the purpose.

The motion carried unanimously with a (5-0) vote.

Recognition of Volunteer Board Members

1. Becky Bowler (Planning Board)
2. Marissa Morris (Historic Preservation Commission)

Mayor Harker emphasized the value of community boards to the Town of Beaufort, recognizing that volunteers give their time and talents to further the Town's cause. She

presented certificates of appreciation to Becky Bowler and Marissa Morris for their service on the Planning Board and Historic Preservation Commission.

Items of Consent

1. Meeting Minutes: January 29-30; February 9; February 23
2. Rotary Historic Beaufort Road Race
3. USDA Sewer Bond Resolution
4. Residential Solid Waste Fee Increase

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

The motion carried unanimously with a (5-0) vote.

Quasi-Judicial Proceeding

1. Case #26-03 Special Use Permit: 201 Ann St Accessory Dwelling Unit

Mayor Harker explained the next topic to be a quasi-judicial proceeding for case number 26-03, a special use permit for 201 Ann Street as an accessory dwelling unit.

Commissioner Spiegler made a motion to open the floor for the evidentiary hearing.

The motion carried unanimously with a (5-0) vote.

Mayor Harker went through the overview of a quasi-judicial evidentiary hearing, noting it was similar to a court hearing, with specific procedures established by state law. The Board must base its decision on competent, material, and substantial evidence presented in the record. All applications for special use permits must demonstrate consistency with the land development ordinance and whether the proposed use is appropriate in the proposed location.

Mayor Harker instructed that witnesses should focus on facts and applicable standards, not personal preference or opinion. She noted the Board would hear relevant information from parties with standing, and at their discretion, other witnesses may present competent material and substantial evidence that is not repetitive.

Town staff (Kyle Garner) and the applicant (Eric Lindstrom) were sworn in by the Town Clerk.

Mayor Harker asked if any Board members had ex parte communications, conflicts of interest, or bias in the case, to which there were none.

Planning Director, Kyle Garner, presented the staff overview for Case #26-03, a special use permit for an accessory dwelling unit at 201 Ann Street. Mr. Garner requested that the staff report included in the agenda packet be made part of the official record.

Mr. Garner explained the property is located in the TR (transitional) zoning district and is consistent with the land use plan, which identifies the area as a traditional neighborhood where accessory dwelling units are mentioned as typical uses. The property is also within the local historic district, meaning if successful with the special use permit, the applicant would need to go before the Historic Preservation Commission for exterior elevations and ground features.

Mr. Garner shared that the existing structure at 201 Ann Street includes an existing shed that the applicant requests to convert into an Accessory Dwelling Unit (ADU). The ADU would add 400 square feet total, with the existing structure being 266 square feet and new construction of 134 square feet. The adjacent property includes the Episcopal Church and cemetery to the north.

Mr. Garner noted the proposed project meets height and setback requirements, with structures less than 16 feet in height allowed within 5 feet of side or rear property lines. He

reviewed the required findings under General Statute 160D, noting staff found the application complete and consistent with the land use plan.

Commissioner Gillikin asked about additive massing, which was mentioned in the conceptual plans.

Mr. Garner explained it relates to historic district design guidelines for height, scale, mass, and proportion, ensuring the accessory dwelling unit is smaller in square footage than the main structure. The main structure is almost 80 feet in length and averages about 25 feet in width, making the ADU significantly smaller.

Applicant Eric Lindstrom presented his case, explaining he owns the 1817 James Davis House at 201 Ann Street, with his primary residence at 125 Ann Street. He explained he is seeking to renovate and expand an existing 300 square foot accessory structure built in 1985 by Dr. John Coslow into an ADU for family and friends, particularly those with dogs, as their main house cannot accommodate pets due to allergies.

Mr. Lindstrom provided detailed plans showing site layout, landscaping, parking for two cars, a proposed brick driveway, and the ADU location. He explained his interpretation of additive massing as additions that do not overwhelm the structure being added to, consistent with Beaufort's architectural character. He noted the use is allowed in both zoning and CAMA use plans, and historic design guidelines have criteria for accessory structures.

Mr. Lindstrom showed examples of other accessory structures and ADUs in the area, suggesting they are part of the historic district's character.

For safety requirements, Mr. Lindstrom explained the structure will have direct emergency access from Moore Street, meet required setbacks and building separation requirements, and comply with all building codes. He proposed a fully bricked driveway since there are no sidewalks planned for that section of Moore Street, and offered to execute an agreement with the Town for full responsibility should the bricks need removal in the future. He also included a stormwater cistern to address impervious surface concerns.

Commissioner Cooper asked for clarification about the proposed driveway, confirming there would be no new sidewalk but rather a full brick driveway from the drive area to the street.

Commissioner Spiegler complimented Lindstrom's thorough presentation and particularly liked the on-site stormwater proposal. She asked about the main house use.

Mr. Lindstrom confirmed it is a full-time rental with a tenant moving in for at least two years.

Commissioner Gillikin made a motion to close the evidentiary hearing.

The motion carried unanimously with a (5-0) vote.

Mayor Harker explained the Board would make two motions: one on findings of fact and another to approve or deny the special use permit.

Commissioner Gillikin made a motion to approve the finding of facts as set forth in Section 20 of the Town's Land Development Ordinance and referenced in the meeting packet, on page 86.

The motion carried unanimously with a (5-0) vote.

Commissioner LoPiccolo made a motion to approve Case #26-03 Special Use Permit: 201 Ann St Accessory Dwelling Unit.

The motion carried unanimously with a (5-0) vote.

Ken Hansen:101 Colony Point Street in Beaufort Club

Mr. Hansen addressed the Board about ongoing traffic concerns in his development. He reported that over a 31-day period, 10,866 vehicles traveled through the development on the single access road, despite a week-long closure due to snow and clubhouse/golf course closures. He expressed frustration that a promised second entrance had not materialized after three years of discussions, citing various factors including cost and road changes. He emphasized the excessive traffic burden on the two-lane road and safety concerns with children and construction vehicles. Mr. Hansen offered to email the Town of Beaufort Police Department traffic study to all Commissioners and called for action on the second entrance issue.

Old Business

1. Godette Hotel: 400 Pollock Street

Town Attorney, Arey Grady, updated the Board on developments since January when they authorized filing an abatement/demolition lawsuit against the Godette Hotel. His update is summarized below.

Before the Town's lawsuit was filed, Preservation North Carolina (PNC) started legal proceedings against the property owner on February 12th, citing violations of development and redevelopment agreements and deed restrictions. PNC filed their primary lawsuit March 5th, asking the court to find breach of deed restrictions and development agreements, and to enforce PNC's right to repurchase the property. PNC indicated through legal counsel their intent to reacquire ownership, stabilize and repair the building's exterior, then market it to someone who can further redevelop it. PNC requested the Town hold its demolition abatement action in abeyance, citing several factors: parallel civil lawsuits would introduce procedural and contractual uncertainties, the Town's action would negatively impact title dynamics during PNC's intended repurchase, increase legal expenses and administrative costs, and could undermine historic preservation goals.

Mr. Grady noted the Town's abatement action is 90 percent ready and can be filed at any time. The timeline for PNC's action depends on the defendant's response, with property owners having 30 days to respond (possibly extended to 60 days), and if no response, PNC can ask for default judgment.

Commissioner Matthews expressed strong concerns about backing off the Town's action, citing ongoing health and safety issues, particularly the dangerous overhang. He spoke with neighbors who have mixed feelings but understand the safety concerns.

Commissioner Cooper agreed with preservation efforts but emphasized the community's changing attitude toward the building due to its appearance. He suggested possible interim safety measures like barriers or roping off dangerous areas.

Commissioner Spiegler supported respecting PNC's request to maintain good partnership relations, noting PNC's importance for the Town's historic preservation needs. She felt the threat of abatement action had accomplished its goal of spurring action.

Commissioner Gillikin expressed concern that parallel litigation might damage the relationship with PNC, which could serve the Town well in future historic preservation needs.

Commissioner LoPiccolo supported allowing PNC to move forward, viewing their involvement as positive after years of no progress. He felt the property had been condemned for over 10 years and a few more months would not hurt if it meant potential preservation.

Mr. Grady confirmed the Town retains the ability to act unilaterally if the building becomes an immediate safety hazard, though this would require professional assessment of imminent danger and recent mat

Commissioner Cooper made a motion to put the brakes on the Town's abatement action and allow PNC to proceed with their legal actions against the Godette Hotel owner.

The motion carried with a (4-1).

Voting Yea: Commissioner Spiegler, Commissioner Gillikin, Commissioner Cooper, Commissioner LoPiccolo

Voting Nay: Commissioner Matthews

Mr. Grady noted that he would continue weekly monitoring of the case and provide updates on any developments.

2. UDO Project

Planning Director, Kyle Garner, presented an update on the Unified Development Ordinance (UDO) project, noting the discussion was not a new topic but rather an assessment of options following the recent work session. He explained that staff had requested the consultant provide a list of items within the UDO modules that could be completed without interfering with pending state legislation related to down-zoning.

Mr. Garner recommended that the Board move forward with Module 4, which includes updates to the subdivision ordinance and the flood damage prevention ordinance. He noted that the subdivision ordinance has not been substantially amended since 1998, with only minor updates in 2005, and identified several gaps that need to be addressed, including procedures for letters of credit and the lack of a minor subdivision option, as the current ordinance only recognizes exempt or major subdivisions. He further explained that the flood damage prevention ordinance requires updates in anticipation of FEMA's forthcoming flood map revisions for Beaufort's jurisdiction, sharing this need has been reviewed by both State Emergency Management and the Town Attorney for compliance purposes.

Mr. Garner emphasized that both the subdivision regulations and the flood damage prevention ordinance are separate from zoning under NCGS Chapter 160D and would not violate down-zoning prohibitions.

Commissioner Matthews asked Town Attorney, Arey Grady, to confirm that proceeding with Module 4, specifically Articles 5 and 6, would not violate current law.

Mr. Grady confirmed that subdivision regulations and flood damage prevention are separate from zoning and would not conflict with down-zoning provisions. He added that these regulations are prospective in nature and would not create nonconformity issues.

Commissioner Cooper expressed concern about the potential for the UDO project to become prolonged, referencing previous planning efforts and Board decisions that delayed the Comprehensive Land Use Plan. He noted concerns about continued consultant costs with limited progress.

Commissioner LoPiccolo shared concerns regarding uncertainty at the state level, noting that future legislative changes could impact work already completed and potentially require additional revisions and costs. He indicated support for focusing on Module 4 as a more secure path forward until there is greater clarity from the General Assembly.

Commissioner Spiegler agreed that moving forward with Module 4 represented a reasonable compromise and emphasized the importance of continuing implementation of the Comprehensive Land Use Plan. She also inquired about the continued role of the UDO subcommittee, which Mr. Garner confirmed would remain active throughout the process.

Mr. Garner added that if the legislature ultimately does not act on the pending bills, the two articles within Module 4 could stand alone as separate ordinances if necessary, providing a positive outcome even under less favorable circumstances.

Commissioner Matthews emphasized the importance of maintaining close involvement from Attorney Grady throughout the process, noting that the consultants do not serve as the Town’s legal counsel.

Mayor Harker confirmed that the UDO subcommittee would remain in place as work continues beyond Module 4. She noted that many communities have paused UDO efforts due to down-zoning concerns, but Beaufort is in a position to continue work on components that are not impacted.

Mr. Garner indicated that Module 4 could likely be completed by late summer or early fall, which would align with the anticipated legislative timeline.

Commissioner Gillikin moved to prioritize the subdivision and flood prevention damage ordinances (Articles 5 and 6 in Module 4), followed by topics within other modules that are not relating to zoning as recommended by White Smith Cousino, Town staff, and Attorney Grady.

Commissioner Matthews requested clarification that any work beyond Module 4 would come back to the board with legal counsel’s guidance before proceeding. The motion was clarified to include this requirement.

The motion carried unanimously with a (5-0) vote.

New Business

1. Letter of Support for Climate Smart Communities Initiative (CSCI) Grant Application

Mayor Harker asked for a motion to recuse Commissioner Gillikin from the discussion due to her close involvement with the project.

Commissioner Spiegler made a motion to recuse Commissioner Gillikin from the topic.

The motion carried unanimously with a (5-0) vote.

Todd Miller with the North Carolina Coastal Federation presented a proposal for the Climate Smart Communities Initiative, developed in coordination with Town staff to support Beaufort’s long-term resiliency efforts. The project would focus on protecting the Rachel Carson Reserve, which serves as a natural buffer against storms and sea level rise, and would evaluate long-term risks such as erosion and subsidence.

Mr. Miller explained the grant-funded effort (up to \$115,000, 12-month timeline) would include partnership with the Town, Coastal Reserve, NC Coastal Federation, and Tetra Tech. The project would identify mitigation strategies and develop a long-term implementation framework to guide resiliency efforts over a 30- to 50-year period.

The Board discussed the project which included questions regarding grant competitiveness, staff time commitments, and potential impacts of future funding.

Town Manager, Matt Zapp, confirmed staff could support the effort and Mayor Harker highlighted the Coastal Federation’s past contributions to the Town.

Commissioner Spiegler made a motion to approve the proposed letter of support for the Climate Smart Communities Initiative.

The motion carried unanimously with a (4-0) vote.

Commissioner Cooper made a motion to bring Commissioner Gillikin back into the meeting.

The motion carried unanimously with a (4-0) vote.

2. Case # 26-04 Final Plat: Beau Coast Phase 4

Mr. Garner presented the final plat request for Beau Coast Phase 4, to subdivide a 23-acre tract into 36 single-family lots. He shared the zoning is Planned Unit Development

(PUD), currently undeveloped, located within corporate limits, and matches the Beaufort East Village preliminary plat approved in August 2022. It's served by Town infrastructure, with the developer requesting a bond for incomplete infrastructure in the amount of \$461,411.11.

Mr. Garner showed vicinity maps identifying the phase location within the overall plan and detailed lot layout. He noted some infrastructure has already been installed, and the final plat gives property owners the opportunity to record the plat for lot sales.

Commissioner Spiegler confirmed the final plat is consistent with the preliminary plat, which Mr. Garner verified.

Commissioner LoPiccolo asked about Planning Board comments.

Mr. Garner reported unanimous recommendation of approval from the Planning Board.

Commissioner LoPiccolo made a motion to approve the final plat for Beau Coast Phase 4.

The motion carried unanimously with a (5-0) vote.

3. Case # 26-05 Final Plat: Beau Coast West Phase 2 & 3

Mr. Garner presented Case # 26-05 for Beau Coast West Phases 2 and 3, a 43.483-acre tract to be divided into 225 total lots. He explained that like Phase 4, it's part of the PUD, undeveloped, within corporate limits, and the preliminary plat was approved by the Planning Board in September 2022. He noted the proposed bond amount is \$3,804,380.56 for incomplete infrastructure.

Mr. Garner showed vicinity maps for the remaining Beau Coast West Phase 2 and 3 areas, noting Phase 1 is nearly at full build-out. He confirmed multiple points of ingress and egress serve the neighborhood, helping disperse traffic.

Commissioner Cooper asked about traffic concerns from George Street.

Mr. Garner confirmed this area connects to Beau Coast West Phase 1 with multiple access points helping distribute traffic.

Commissioner Spiegler confirmed the final plat is consistent with the preliminary plat, which Mr. Garner verified.

Commissioner Gillikin made a motion to approve Case # 26-05 Final Plat: Beau Coast West Phase 2 and 3 as presented.

The motion carried unanimously with a (5-0) vote.

4. Award for Construction Contract: Source Capture Exhaust Removal System

Deputy Fire Chief, Jack Fleeman, presented the request to award a construction contract for source capture exhaust removal systems for Fire Station 1 and Fire Station 2. He explained that in September 2025, the Town received a Department of Homeland Security Assistance to Firefighters Grant for \$140,952 with a required match of \$7,048, totaling \$148,000. He noted the match is split between the Town and County and based on station responsibility. He shared that after review and bid tabulation, the Fire Department staff recommended awarding the contract to Air Cleaning Specialists in the amount of \$112,197.37.

Commissioner Cooper made a motion to award the contract to Air Cleaning Specialists.

The motion carried unanimously with a (5-0) vote.

5. Announcement Regarding Sunland Builders

Mr. Grady provided a brief update on the contractual dispute with Sunland Builders, noting that the Town has engaged with construction litigation counsel. He shared that a notice of default had been recently issued regarding performance under USDA Contract Number 2

and 3, asserting claims for damages, withholding of payments, and potential liquidated damages. He reported that a response from Sunland was pending.

6. Proposed Improvements to Commercial Dock Area

Mr. Zapp presented proposed safety improvements to the commercial dock area, with F3 Marina representative Lori Meehan present for technical input. Town Staff, in coordination with F3 Marina, identified deficiencies in the commercial slip area that warrant immediate attention. The proposed project includes installation of new pilings and conversion to a floating dock system to replace existing fixed access. The lowest responsive quote was received from C3 Scott Marine Contracting in the amount of \$68,500.

Ms. Meehan explained that the project would be funded using revenues generated by F3 Marina since January 1, 2026. She noted the improvements are necessary to provide safe access for commercial operators and patrons, support current and prospective vendors, and allow for better utilization of commercial slips. Construction is anticipated to begin in late April and take approximately two weeks, with efforts made to maintain operations during the construction period.

The Board discussed contractor qualifications, funding availability, and operational considerations. It was noted that adequate cash is available within the dock fund to support the project and that the improvements prioritize immediate safety needs over other deferred capital items. Additional discussion included long-term considerations such as dredging needs and future return on investment.

Commissioner Matthews made a motion to approve proceeding with C3 Scott Marine Contracting to complete the commercial dock improvements.

The motion carried unanimously with a (5-0) vote.

Manager Report

Mr. Zapp provided several updates to the Board. He reported that the Town’s residential parking pass program is now live and active, with information recently shared through the *Beaufort Minute*. Residents may obtain passes either in person at Town Hall on Front Street, where parking representatives are available to assist, or through the Town’s online submission form.

Mr. Zapp also presented a housekeeping matter regarding the Town’s contract with First Tryon, which has been in place since March 30, 2023, under a three-year term. Finance Director Christi Wood recommended issuing a termination letter to allow the contract to sunset at the end of its term. Mr. Zapp noted that, over the past three years, the Town has developed sufficient internal data to support the FY2027 budget and ongoing rate analysis efforts with the subcommittee. The contract carries an annual cost of \$25,000.

Commissioner Cooper made a motion to allow the contract with First Tryon to sunset and not be renewed. The motion carried unanimously (5–0).

Mr. Zapp reported that the 100 block of Turner Street will require an additional closure to facilitate full-depth roadway reconstruction. The work will include excavation and replacement with approximately 11 inches of compacted stone, followed by a 2 to 2.5-inch asphalt overlay to achieve complete curb-to-curb rehabilitation. He further explained that Phases 2 and 3 will address the Front/Turner and Ann/Turner intersections separately in an effort to minimize impacts to nearby businesses.

Mr. Zapp also provided an update on the Town’s broader infrastructure efforts, noting that the \$31 million USDA underground utility project necessitates an estimated \$4.6 million asphalt paving and patching initiative. Rivers and Associates is currently preparing design documents, with the project expected to go out for bid within 90 to 120 days. Paving is anticipated to begin in late 2026, with some areas extending into spring 2027 if additional underground work is required. In the interim, affected areas will receive temporary patching until full rehabilitation can be completed.

Regarding the fuel tank installation project, Mr. Zapp expressed appreciation to Lori Meehan and the Marina team for their continued progress, as well as to David Johnson of Oakes Grading, who is serving as project manager. He reported that final inspections and permitting are underway, with the underground tanks currently being covered. Thomas Simpson Construction is completing the associated civil work and asphalt improvements. Mr. Zapp explained that the sidewalk will be shifted approximately 10 feet to the south to accommodate a dedicated fuel delivery lane running parallel to Front Street, allowing for gravity-fed fuel deliveries without obstructing traffic. Construction is scheduled to continue through March, with fuel operations anticipated to begin in April 2026.

Mayor/Commissioner Comments

Commissioner LoPiccolo had no comments.

Commissioner Cooper asked that everyone keep servicemen involved in the current conflict in Iran, as well as civilians, in their thoughts and prayers, expressing hope for their safe return home.

Commissioner Gillikin thanked Town staff for their continued hard work and dedication.

Commissioner Spiegler thanked those participating both in person and online and expressed appreciation to F3 Marina and Town staff for their efforts in the dock transition. She noted that F3 attended the recent BWOFF meeting and shared that the committee has transitioned to a quarterly meeting schedule. She expressed enthusiasm about the fuel tank installation remaining on schedule and within budget and looked forward to a successful summer season on the docks. Commissioner Spiegler also noted that she and Commissioner Cooper would be attending the Main Street Conference in New Bern this week and plan to report back to the Board.

Commissioner Matthews recognized the significant amount of work completed related to wastewater treatment, water and sewer rates, and treatment plant flow data. He thanked Town staff for their responsiveness and for providing detailed information throughout the process. He noted the residential solid waste fee increase included on the consent agenda, attributing the adjustment to CPI-based increases from contractors. He further observed that, unlike solid waste, water and sewer rates have not been increased in approximately seven to eight years despite rising costs and existing debt, and stated his expectation that a sound and reasonable rate proposal will be presented in the near future.

Mayor Harker shared positive feedback received regarding Beaufort’s cleanliness and organization. She relayed an observation from a resident who noted the energy, care, and pride demonstrated by Town staff while working at Grayden Paul Park and Eury Park, emphasizing that such feedback reflects positively on the entire organization. She thanked F3 Marina for their continued work on the docks and commended the Town Manager for his leadership, noting his strong work ethic and ability to lead by example. Mayor Harker also reminded the public of ongoing roundabout construction uptown, acknowledged its impact on local businesses, and encouraged continued support of Beaufort businesses during this time.

Mayor Harker asked for a motion to go into closed session pursuant to North Carolina General Statute 143-318.11(a) and (3).

Commissioner Cooper made a motion to enter closed session at 8:10 p.m., under NCGS 143-318.11 (a) (3).

The motion carried unanimously with a (5-0) vote.

Adjourn

Commissioner Spiegler made a motion to adjourn the meeting at 8:42 p.m.

The motion carried unanimously with a (5-0) vote

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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Board of Commissioners Work Session
4:00 PM Monday, March 23, 2026
Train Depot, 614 Broad Street

DRAFT

Call To Order

Mayor Harker called the meeting to order at 4:00 PM.

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

- Mayor Harker
- Mayor Pro Tem Gillikin
- Commissioner Cooper
- Commissioner LoPiccolo
- Commissioner Matthews
- Commissioner Spiegler

ABSENT: None

Agenda Approval

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

The motion carried unanimously with a (5-0) vote.

Presentations

1. Park Proposed Design/Concept
 - a. Beaufort Community Foundation

Mary Phillips, Chair of the newly established Beaufort Community Foundation, presented a proposal for renovating Eury Park. The foundation approved a budget of up to \$50,000 to invest in the park as their inaugural project and gift to Beaufort's parks system. Phillips emphasized that renovating the park would honor Mr. Eury and his family's generous 2009 land donation, noting that Mr. Eury wanted people to "slow down, sit, and communicate with each other and enjoy nature."

The proposed improvements included new benches and picnic tables, a brick promenade with pervious pavers matching those used on Front Street and Ann Street Park, and a potential interactive children's activity incorporating embossed bricks with nautical imagery to create a scavenger hunt experience. Phillips also announced potential plans for a QR code-accessible video featuring Mr. Eury discussing his land donation, the town's history, and natural surroundings. The presentation concluded with the Beaufort Community Foundation ready to proceed to the community input phase, pending board direction.

Commissioner Cooper expressed appreciation for the foundation's efforts while raising concerns about the picnic table placement, suggesting they be moved further from the sidewalk. He also inquired about playground equipment for children. Phillips explained that the current design preserves the park space for the annual Pirate Invasion event while noting that climbing features could potentially be added through future partnerships with organizations like Arts in Beaufort.

Commissioner Matthews thanked the foundation and inquired about formal communication from the Eury family regarding the proposed name change to "Eury Family Park." Phillips confirmed they would obtain written approval if the project moves forward.

Commissioner Spiegler praised the foundation's focus on parks and raised several questions about community engagement, shade provision, children's activities, and stormwater management coupled with educational signs. She emphasized the importance of community input sessions, similar to those conducted for Ann Street Park, and stressed that public parks require shade to use outdoor spaces effectively in the South. Phillips acknowledged these concerns, noting that while trees weren't included to preserve water views and address maintenance challenges, the foundation would be open to modifications based on community feedback.

Commissioner LoPiccolo emphasized the importance of balancing function with design, noting concerns about designing the space primarily around the one-weekend of the annual Pirate Invasion event. He stressed the need for shade given the park's constant use throughout the week and suggested trees on the borders as a potential compromise.

Commissioner Gillikin expressed excitement about the project and appreciation for the pervious pavers and noted her personal preference for viewing water through live oak trees. She looked forward to community input on shade solutions.

Mayor Harker thanked the foundation for their partnership and noted that the proposal aligns with Mr. Eury's original intent to provide citizens with water views while keeping the design clean and simple. She suggested that if additional space is needed for shaded seating, the adjacent Grayden Paul Park could serve that function. Harker also stressed the need for ADA compliance and accessibility in the park, and thanked the foundation's founder, Craig Souza, who was in the audience.

No formal action was taken, but there was consensus from the board to move the project to the next step, involving community engagement sessions coordinated with the Parks and Recreation Advisory Board.

2. WWTP/Utility Rates and CIP Review
a. Rivers and Associates

Greg Churchill from Rivers and Associates presented a comprehensive overview of the town's wastewater and water systems, beginning with an update on a completed water effects ratio study for the wastewater treatment plant. The study produced favorable results that would allow the town to request modification of total copper limits in their NPDES discharge permit from 3.7 micrograms per liter monthly average to 12.1 micrograms per liter, and daily maximum limits from 5.8 to 18.8 micrograms per liter. This modification would allow the town to meet copper limits without plant modifications.

Town Manager Matt Zapp confirmed that this would traditionally be administratively approved, and the board provided consensus for Rivers to submit the modification request to DEQ.

Churchill then provided an extensive review of the water supply and treatment infrastructure, beginning with historical context from a 2005 comprehensive water study through current conditions. He detailed the town's four Castle Hayne Aquifer wells, aged 13 to 71 years, with current permitted capacity of 1.872 million gallons per day and actual 12-hour capacity of 1.678 MGD. The annual average daily demand is approximately 564,000 gallons per day, but summer peak daily demand reaches 947,000 gallons per day.

The presentation covered the condition of existing water treatment plants at Pine Street and Glenda Drive, noting aging infrastructure including 37-71 year old facilities, softener vessels, and pumps. Churchill explained that NPDES permits for both water treatment plants had been rescinded after the town connected waste discharge to the sanitary sewer system to address copper limit requirements.

Commissioner Matthews questioned whether it would be more cost-effective to treat discharge at new water plants versus connecting to the sewer system. Churchill clarified that while connecting existing plants to sewer was inexpensive due to proximity, new plants would require NPDES permits for concentrate discharge, preferably combined with wastewater plant discharge to acceptable receiving waters like Taylor's Creek.

Commissioner Cooper asked about metals discharge into Taylor's Creek and monitoring procedures. Churchill explained that all discharge is monitored both at the plant and in the creek upstream and downstream of discharge points, with the town being among many municipalities now required to monitor these newly regulated metal parameters.

Regarding future water supply needs, Churchill recommended updating the comprehensive water study, securing test well sites, conducting nanofiltration pilot studies, and completing NPDES engineering analysis. He emphasized that securing the five previously tested well sites would be prudent, as the town has already invested in testing these locations.

Commissioner LoPiccolo questioned whether increased copper limits would allow for increased capacity. Churchill explained that while copper limits don't directly

affect capacity, other factors like nutrient loading and shellfish sanitation requirements are the typical limiting factors for expansion.

The presentation concluded with recommendations for both of the immediate needs: monitoring aging equipment, continuing maintenance, and future planning: comprehensive study updates, site acquisition, and pilot testing. Churchill emphasized that any new water treatment plant would require approximately five years from initial planning to operational status and would necessitate securing raw water supply, proving treatability, and obtaining discharge permits before having a viable project.

3. Beaufort Town Docks Financial Report (January-February 2026)
a. F3 Marina

Lori Meehan from F3 Marina presented the Beaufort Town Docks financial report for January and February of 2026, beginning with current occupancy rates. March occupancy stood at 56.38 percent across all dock areas, with each area above 30 percent. The docks have only two remaining 17-foot beam slips available for the 2026 Big Rock Tournament, indicating a strong demand.

Meehan noted that the traditional northern migration of winter boaters may be delayed due to current diesel fuel prices, which were approximately \$4.90-\$5.50 per gallon depending on location and delivery timing. This could affect April occupancy patterns as boaters may delay departure until fuel prices stabilize, though insurance requirements typically force movement north by June 1st due to hurricane season restrictions.

The financial snapshot showed that actual revenues missed budget projections by approximately \$3,000 between January and February, but were offset by under budget expenses, primarily due to winter staffing. Overall, the operation is performing better than budgeted projections.

Commissioner Cooper requested clarification about the prepaid rents during the week of the Big Rock Tournament, which Meehan explained are currently held as deferred revenue totaling approximately \$198,000 that will be recognized in June when the tournament occurs.

Commissioner Matthews asked about the return on investment analysis for the \$68,000 commercial dock repairs previously approved. Meehan indicated that the accounting team has completed a cash flow analysis that will be presented during the budget process, as the numbers depend on rate approvals for the coming fiscal year.

Town Manager Matt Zapp clarified the enterprise fund structure, explaining that the town has approximately \$368,000 in Fund 14 (Enterprise Fund) established January 1, 2026, to handle dock-related finances. Daily operations flow through F3's account, with proceeds returning to the town at fiscal year-end, similar to the town's arrangement with Pivot Parking.

Commissioner LoPiccolo confirmed that future diesel purchases will be paid through the F3 account rather than requiring town funding upfront.

The presentation concluded with F3 projecting strong cash positive performance for the upcoming fiscal year, with budget details to be presented at the next meeting.

Items for Discussion and Consideration

1. Pivot Parking Contract Amendment

Assistant Town Manager and Town Clerk, Elizabeth Lewis, presented a straightforward contract amendment to modify Pivot Parking's paid parking enforcement season from May 5th - October 31st to May 1st - October 1st. This represents the second amendment to adjust operational timing while maintaining all other contract terms and is consistent with prior direction approved by the Board of Commissioners.

Commissioner Gillikin made a motion to approve the Pivot Parking contract amendment as presented. The motion carried unanimously with a (5-0) vote.

2. Commercial Dock Railing Design/Concept

Town Manager Matt Zapp and Public Works Director Mark Eakes presented four design options for replacing approximately 150 feet of railing in front of the commercial dock operators. Zapp emphasized that this project supports safety improvements, aesthetic enhancement, and ADA compliance while the commercial dock renovations proceed.

Eakes showed photos of four constructed examples that were currently on display at the Public Works building:

- **Option 1:** Standard 6-inch wooden posts with three aluminum handrails, estimated at \$7,500-\$8,000 for materials
- **Option 2:** Similar design with flat rail on top and potential gusset board, estimated at \$6,500-\$7,000
- **Option 3:** Standard 2x6 vertical railing with flat board on top, estimated at \$6,500-\$7,000
- **Option 4:** Basic split rail fence similar to Randolph Johnson Jr. Memorial Park, estimated at \$4,000

Commissioner Cooper appreciated the safety improvements, particularly noting that the tighter spacing in Option 2 would better prevent children from falling through compared to the wider openings in Option 4.

Commissioner LoPiccolo expressed strong preference for wooden materials over metal railings, emphasizing Beaufort's historic character. He stated that "historic communities tend to have used wood instead of pipe railing systems" and believed maintaining traditional materials was more important than ease of maintenance. He also questioned the necessity of additional lighting given existing illumination.

Commissioner Gillikin strongly agreed with the wooden railings, having researched historical photos from 1907-1930 showing the boardwalk's evolution. She noted that while

early boardwalks had simpler designs, code requirements necessitated horizontal boards over time. She opposed decorative caps and rope lighting due to concerns about light pollution, particularly given existing boat lighting.

Commissioner Spiegler supported the traditional wooden aesthetic while raising concerns about safety spacing near water areas. She noted that on other sections of the boardwalk where water contact is possible, closer rail spacing would be more critical for child safety.

Commissioner Matthews preferred wooden materials and asked for cost clarification on the all-wood option, learning it would be the least expensive at approximately \$4,000. Eakes explained that natural wood surfaces can be pressure washed while painted surfaces require annual maintenance, consuming significant staff time. Aluminum handrails can be cleaned with chemicals in 30-40 minutes annually.

Zapp outlined additional features including potential solar-powered caps for ambient lighting, electrical outlets at 75-foot intervals, and an ADA-compliant opening in the center of the 150-foot span to provide equitable access to all commercial vendors.

Commissioner Spiegler raised concerns about increased pedestrian traffic in areas where people could fall into water, noting that from her past operational experience, having entrances only at ends provided better crowd control and safety.

Lori Meehan from F3 suggested that the new floating dock configuration with gangways would allow repositioning dock boxes to create barriers between walkways and water, improving safety without additional cost.

After discussion about post cap preferences, with Commissioner Gillikin noting that historical boardwalks were flat without decorative elements, the board decided to let the Historic Preservation Commission make recommendations on whether post caps should be included or not.

Commissioner Cooper made a motion to advance Option 3 to the Historic Preservation Commission and allow them to make a decision regarding post caps. The motion carried unanimously with a (5-0) vote.

3. Live Oak Trees: Located at 123-127 Front Street

Town Manager Matt Zapp presented a detailed analysis of four live oak trees located in front of 123-127 Front Street, using a map to illustrate the situation. The issue was raised by residents Gordon and Beverly Smith at 125 Front Street, who requested removal and relocation of all four trees, with support from 123 Front Street residents. However, the property owners at 127 Front Street wanted their trees to remain.

Zapp explained the historical context: the 127 Front Street property owners underwent renovation 8-9 years ago with Historic Preservation Commissioner-approved plans showing a single tree placement. However, they deviated from approved plans, planting two trees (numbers 3 and 4) in front of their property instead of one, while the town planted

trees 1 and 2 based on volunteer-placed stakes. Based on the town's Land Development Ordinance (LDO) requirements, trees must be 35 feet from intersections and 50 feet apart. Staff measurements revealed:

- Tree 4 is only 17 feet from Moore Street intersection (violates LDO)
- Tree 3 is 32 feet from intersection (close to compliant, likely moved east to avoid water meter)
- Tree 2 is 32 feet from Tree 3
- Tree 1 is 19 feet from Tree 2

Town Attorney Grady indicated that Tree 4 clearly violates LDO and could be removed, while Tree 3 could be defended as substantially compliant given utility conflicts and HPC approval intent. If Tree 3 were removed, Tree 2 would also need removal due to 50-foot spacing requirements, but Tree 1 could remain.

Zapp noted that professional tree spading services quoted approximately \$3,500 for moving five trees (including one additional tree), though this isn't a direct per-tree cost due to mobilization requirements. The quote were obtained by Public Works Director, Mark Eakes.

Commissioner Cooper visited the trees and found them well-maintained and not large by live oak standards. He questioned whether they qualify as "large trees" under current size versus mature potential, supporting removal of only Tree 4 for LDO compliance while keeping the healthy trees 1, 2, and 3.

Commissioner LoPiccolo emphasized the importance of following the LDO as "rule of law" that the community agreed to uphold. He noted that property owners make decisions based on these regulations, and the board is elected to uphold them.

Commissioner Spiegler agreed about LDO importance while noting that the ongoing UDO update process recognizes that some past practices need revision. She referenced consultant input during UDO development suggesting that live oaks don't always grow to full size and can thrive in groves.

Commissioner Gillikin expressed concerns about setting precedent for other tree removal requests and the risk of losing trees during transplanting. She worried about "flushing money down the toilet" and suggested that if action is taken, it should occur at a regular commissioner meeting due to community interest in tree issues.

Commissioner Matthews requested additional information about potential downsides of leaving Tree 4 in place regarding intersection safety, and clarification about impacts on adjacent Yaupon trees. He suggested potentially involving Cooperative Extension for independent assessment.

Commissioner Spiegler noted that as part of the UDO update process, the board is working to improve ordinances to better serve community needs and avoid future similar situations.

The board recognized the need for more time to consider the complex issues involved, including safety implications, legal requirements, community precedent, and environmental impacts.

Commissioner Cooper made a motion to table this matter until the May 11, 2026 board meeting to allow time for additional information gathering and expertise consultation. The motion carried unanimously with a (5-0) vote.

Staff Comments

Town Manager Zapp provided several positive project updates. Turner Street concrete pouring was scheduled for that week, including curbing and elevated pedestrian walkways, weather permitting. Asphalt installation would begin March 30th through April 3rd in two sections, with potential street opening as early as April 6, 2026. Full completion remains on target for the original four-week closure timeline, well ahead of the upcoming Beaufort Wine and Food Festival.

Zapp continued that the fuel station project was ahead of schedule and on budget. Concrete has been poured for the delivery lane, new sidewalks installed, brick pavers reinstalled, and the fuel tank concrete cap was in position. Thomas Simpson Construction completed civil work and parking lot preparation, with asphalt was scheduled for completion that week. The Fuel system components were tracking well, with meters potentially arriving that Tuesday or Wednesday. The first fuel cart would be assembled and tested before replicating additional carts. Pressure testing was underway, with potential for operational fueling as early as the following week, maintaining the April 1st target date. Zapp thanked the collaborative team including Oaks Grading, Jim Davis, Thomas Simpson Construction, CAMA permitting assistance from Planning Director Kyle Garner, the Beaufort Fire Department inspections, and F3 Marina for the coordinated effort.

Commissioner Spiegler requested advance notice of the first gallon of fuel pumped, which Zapp promised to coordinate with Lori Meehan.

Commissioner Cooper added information about the Goodwin Hotel, clarifying that yellow caution tape around the building is for safety due to concerns about the underpass' structural integrity, not demolition. Public Works installed sidewalk closure signs and boards to address the unsafe condition identified by the town's Planning Department.

Mayor Harker concluded by thanking the Beaufort Community Foundation, the leadership of Commissioners Gillikin and Spiegler on the BWOF dock committee, and all staff and community members who contributed to the various projects' success.

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 7:00 PM. The motion carried unanimously with a (5-0) vote.

Sharon E. Harker, Mayor

Jennifer L. Welborn, Deputy 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, April 13, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: FY 2026 Audit Contract

BRIEF SUMMARY:

Martin Starnes and Associates have provided the contract for the FY 2026 Audit.

The cost of the FY 25 audit was \$42,100. The fees for the FY 2026 audit will be \$41,510. This cost includes the fees (\$4,000) for the single audit and up to two major programs. If there are additional major programs and additional \$4,000 will be added.

REQUESTED ACTION:

Approve the FY 2026 Audit Contract.

EXPECTED LENGTH OF PRESENTATION:

Items of Consent

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

The	Governing Board Board of Commissioners
of	Primary Government Unit Town of Beaufort, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs. P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/26	Date Audit Will Be Submitted to LGC 12/31/26
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Christi Wood	Finance Director, Town of Beaufort	c.wood@beaufortnc.org

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Beaufort, NC
Audit Fee (financial and compliance if applicable)	\$ 36,335 (\$32,335 audit + \$4,000 single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 4,000 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 5,175
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 41,510 (includes 2 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs. P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* <i>Amber Y. McGhinnis</i>
Date* 04/01/26	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Beaufort, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Sharon Harker, Mayor	Signature*
Date	Email Address* s.harker@beaufortnc.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 41,510 (includes 2 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Christi Wood, Finance Director	Signature*
Date of Preaudit Certificate*	Email Address* c.wood@beaufortnc.org

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

Report on the Firm’s System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm’s Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024



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, April 13, 2026
614 Broad Street- Train Depot**

AGENDA Items of Consent

CATEGORY:

SUBJECT: SUP Order for Case #26-03: 201 Ann St Accessory Dwelling Unit

BRIEF SUMMARY:

At the Board’s March 9, 2026, Regular Meeting, an evidentiary hearing was conducted, and a Special Use Permit was granted to establish an accessory dwelling unit in the accessory structure at 201 Ann Street. The Board will need to review the order and agree to it before it is signed.

REQUESTED ACTION:

Approval of proposed SUP order.

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



TOWN OF BEAUFORT ORDER APPROVING A SPECIAL USE PERMIT

The Board of Commissioners for the Town of Beaufort, having held an evidentiary hearing on March 9, 2026, to consider Case # 26-03, a request from Eric Lindstrom to establish an accessory dwelling unit in the accessory structure at 201 Ann Street in the Transitional (TR) zoning district, and having heard all of the evidence and arguments presented at the hearing, makes the following **FINDINGS OF FACT** and draws the following **CONCLUSIONS**:

In accordance with Section 20 of the Town’s Land Development Ordinance, the Board **FINDS** as follows: a) The proposed use is an allowable special use in the zoning district it is being located within; b) The application is complete; c) the location and character of the use will be in conformity with the Town’s Comprehensive and CAMA Land Use Plan and other comprehensive planning elements; d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use; e) The proposed special use will not substantially injure the value of adjoining or abutting properties; f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area; and, g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.

Therefore, on the basis of all the foregoing, **IT IS ORDERED** that the application for a **SPECIAL USE PERMIT** be **APPROVED TO ALLOW ESTABLISHMENT OF AN ACCESSORY DWELLING UNIT IN THE ACCESSORY STRUCTURE AT 201 ANN STREET.**

Ordered this 13th day of April, 2026.

Sharon E. Harker, Mayor

Elizabeth Lewis,
Clerk to the Board



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, April 13, 2026
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Mutual Aid Agreement: Marine Corps Air Station
Cherry Point and Beaufort Fire Department

SUMMARY:

The Town of Beaufort has been presented with a Mutual Aid Agreement between Marine Corps Air Station Cherry Point and the Beaufort Fire Department to provide reciprocal assistance in fire suppression, technical rescue, hazardous materials response, water rescue, search and rescue, and confined space rescue services. This agreement is renewed every ten years.

This agreement enhances regional emergency response capabilities through coordinated support and resource sharing between the two agencies. There is no direct fiscal impact beyond normal operational costs.

Town Staff recommends approval of the agreement as presented and included in the meeting packet.

SUBMITTED BY:

Jack Fleeman, Deputy Fire Chief



UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION
POSTAL SERVICE CENTER BOX 8003
CHERRY POINT NC 28533-0003
AND
TOWN OF BEAUFORT
506 LIVE OAK STREET
BEAUFORT, NC 28516-2012

MUTUAL AID AGREEMENT
BETWEEN
MARINE CORPS AIR STATION, CHERRY POINT
AND
TOWN OF BEAUFORT, NORTH CAROLINA

FOR

MUTUAL FIRE SUPPRESSION, TECHNICAL RESCUE, SPILL RESPONSE
(HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE
SERVICES

MAA051

- Ref: (a) 42 U.S.C. § 1856
(b) DoD Instruction 6055.6 "Fire and Emergency Services (F&ES) Program," December 21, 2006, (Para 4)
(c) MCO 11000.11 "Marine Corps Fire Protection & Emergency Services Program" June 23, 2010, (Encl. (1), Para 14)

1. BACKGROUND:

1.1. Reference(a) authorizes each agency head charged with the duty of providing fire protection and emergency services for any property of the United States to enter into reciprocal and automatic aid agreements, with any fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. See Para 1.4 of this MAA for a definition of "fire protection" and what it includes.

1.2. Marine Corps Air Station (MCAS) Cherry Point (MCAS), MCAS CHERPT Fire and Emergency Services (F&ES) and the Town of Beaufort provide emergency services departments that maintain access to equipment, personnel, and services for providing fire protection emergencies within their respective jurisdictions. The Parties desire to augment the capability to respond to emergencies by enhancing the services available in their various establishments, districts, agencies, and municipalities in the event of major fires or conflagrations, ambulance

MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO

unavailability, or in the event of a community emergency or disaster requiring such emergency services. Their lands or districts are in the vicinity of each other so mutual assistance in such emergencies is deemed feasible and is consistent with policy of the United States Marine Corps (USMC) and the governing body of the Town of Beaufort to enter into such agreements wherever practicable, mutually desirable, and beneficial for them to render assistance to one another.

1.3. The first responder community acknowledges that efficient emergency communications play a vital role minimizing loss of life during crisis or incidents. As such, this agreement focuses on enhancing emergency radio communications between the involved Parties.

1.4. Fire protection includes but is not limited to personnel and equipment required for the protection of life and property in regards to: fire prevention; fire fighting; emergency medical services to include basic and advanced life support; ambulance response; hazardous material containment and confinement; special rescue events involving vehicular and water mishaps; trench rescue; confined space extractions. See Ref(a).

2. AUTHORITIES:

2.1. Authority to enter into this Mutual Aid Agreement (MAA) is pursuant references (a); Ref (b) Para (4); and Ref (c) Encl. (1), Para (14).

2.2. This MAA does not aim to constrain or limit the Parties in any way, concerning their endeavors related to the installation, operation, and upkeep of emergency radio communications systems. These systems will be operated in alignment with the distinct requirements and policies of the respective organizations to which the radio frequencies are allocated.

3. PURPOSE AND SCOPE:

3.1. This MAA between the Commanding Officer, MCAS, CHERPT, North Carolina, and the Town of Beaufort is entered into, as authorized by references (a) through (c). This MAA established reciprocal fire and emergency services for MCAS Cherry Point (CHERT) and the Town of Beaufort in the event of a fire or conflagration, ambulance unavailability, rescue response, or in

MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO

the event of a community emergency, large pre-planned event or disaster.

3.2. This MAA provides the means for crucial and seamless interoperability of communications between the Parties through the provision of and permission to use emergency radio frequencies belonging to Town of Beaufort and MCAS CHERPT Fire and Emergency Services (FES).

4. RESPONSIBILITIES OF THE PARTIES:

4.1. To the extent possible, MCAS CHERPT FES and the Town of Beaufort agree to cooperate in emergencies as outlined in this MAA. Whenever deemed advisable by the senior officer of a Party to this MAA to request mutual aid under the terms of this MAA, the senior officer is authorized to do so, and the senior officer on duty of the emergency services department accepting this request is authorized to respond as outlined in this MAA.

4.2. The rendering of assistance under this MAA shall not be mandatory, but the Party receiving the request for assistance should immediately inform the requesting Party, if, for any reason, assistance cannot be rendered. Mutual aid shall be provided for emergencies or conflagrations to the extent deemed available at the time of the incident.

4.3. This MAA also allows MCAS CHERPT access to and use of the Town of Beaufort frequencies.

4.4. The Parties understand it is in the best interest of public safety to mutually support nearby fire stations, regardless of jurisdictional boundaries, and thereby to respond automatically to structure fires or other types of emergencies which pose immediate danger to life and/or property within MCAS CHERPT areas and the fire and emergency medical service districts of the Town of Beaufort.

5. SCHEDULES AND MILESTONES:

5.1. Under the terms of this MAA, a Supplier of services agrees upon request by a Receiver(Requestor) of services to:

5.1.1. Immediately determine if fire and/or emergency medical apparatus and personnel can be spared in response to the incident, apparatus and personnel which might most effectively

MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO

be utilized, and the exact mission to assign. Immediately deploy such apparatus and personnel.

5.1.2. Immediately inform the Receiver if, for any reason, assistance cannot be rendered.

5.1.3. Upon arriving at the scene of an emergency, assisting personnel with equipment shall report to the Incident Commander of the Fire and Emergency Services agency requesting the assistance.

5.1.4. Parties are encouraged to frequently visit each other's jurisdictions, stations, and events for familiarization consistent with local security requirements and jointly conduct and evaluate drills for effectiveness. Town of Beaufort personnel will be escorted by MCAS CHERPT's police or fire and emergency personnel when accessing MCAS CHERPT to provide emergency assistance outlined in this MAA.

5.1.5. Both Parties to this MAA are authorized and directed to meet and draft any detailed plans and procedures necessary to implement this MAA, including the use of geospatial data and other sources necessary for interoperability. When feasible, Parties will meet and draft detailed plans and procedures of operation necessary to effectively implement this MAA. Such plans and procedures may include without limitation, establishment of a system for cross-training, transfer of command and control, development of automatic response criteria, and fire prevention activity, to include sharing of equipment. New plans and procedures will become effective upon ratification by the Parties.

5.2. Perform services under this MAA on a non-reimbursable basis, assume full charge for the operations. It will not be considered to be in the best interest of either Party to use any personnel not currently employed by the Party at the time of the emergency and trained in rendering the type of emergency assistance being provided.

6. INDEMNIFY AND HOLD HARMLESS:

6.1. Per 42 U.S.C. §1856c, any service performed pursuant to this agreement by Department of War personnel, either civilian or military, shall constitute service rendered in the line-of-duty. The performance of fire suppression services

MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO

pursuant to this MAA by any other individual, including Town of Beaufort personnel, shall not have the effect of making such individual an officer or employee of the United States.

6.2. Per 42 U.S.C. §1856A each of the Parties to this MAA hereby expressly waive all claims against the other Party that may arise through the performance of this MAA. Each Party also agrees per ref (a), to the extent authorized by law, to hold harmless and indemnify the other Party against any claims for loss, damage, personal injury, or death occurring in consequence of performance of this MAA.

7. GENERAL PROVISIONS:

7.1. Compliance with the provisions of this MAA is the responsibility of the Commanding Officer, MCAS CHERPT and the Town of Beaufort, and all Parties agree to:

7.1.1. Perform respective responsibilities in a cooperative, diligent, and professional manner to ensure that the policies as well as standing operating procedures of the Parties are met.

7.1.2. Inform the other Party, prior to and as far in advance as possible, of any change to ability to adhere to MAA. Inform the other Party, prior to and as far in advance as possible, of any change in hardware, software, encryption codes, or frequencies, as applicable, to ensure radio frequencies/links remain fully operational.

7.2. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MAA. Each Party may change its POC upon reasonable notice to the other Party.

7.2.1. For the MCAS CHERPT -

7.2.1.1. Commanding Officer, ATTN: Chief, Fire and Emergency Services Department, Postal Service Code 8004, Marine Corps Air Station Cherry Point, NC 28533-0004, 252-466-2241, christopher.j.boudre@usmc.mil

7.2.1.2. Commanding Officer, ATTN: Support Agreement Manager, Postal Service Code 8005, Marine Corps Air Station Cherry Point, NC 28533, 252-466-4629, frances.soto@usmc.mil

MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO

7.2.2. For the Town of Beaufort Fire Department -

7.2.2.1 Town of Beaufort Deputy Fire Chief, ATTN: Jack Fleeman, 506 Live Oak Street, Beaufort, NC 28516-2012, 252-728-4325

8. REVIEW OF AGREEMENT. This MAA will be reviewed no less often than mid-point on or around the anniversary of its effective date in its entirety.

9. MODIFICATION OF MAA. This MAA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

10. DISPUTES: Any disputes relating to this MAA will, subject to any applicable law, Executive order, or DoD issuance, be resolved by consultation between the Parties. Any problems that cannot be reconciled between the Parties shall promptly be referred for resolution to the Commanding General, MCIEAST and the Town of Beaufort's Fire Chief as the final arbiters.

11. TERMINATION OF AGREEMENT. This MAA may be terminated, by either Party giving at least 90 days written notice to the other Party. This MAA may be terminated, without notice, by MCAS CHERPT to facilitate USMC mission requirements.

12. TRANSFERABILITY: This MAA is not transferable except with the written consent of the Parties.

13. ENTIRE AGREEMENT: It is expressly understood and agreed that this MAA embodies the entire agreement between the Parties regarding the MAA's subject matter.

14. EFFECTIVE DATE: This MAA takes effect beginning on the day after the last Party signs.

15. EXPIRATION DATE: This MAA expires ten (10) years from the date of final signature.

16. CANCELLATION OF PREVIOUS AGREEMENT: This MAA cancels and supersedes the previously signed MAA between the same Parties with the subject: MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH

MUTUAL FIRE SUPPRESSION, EMERGENCY MEDICAL, TECHNICAL RESCUE, SPILL RESPONSE (HAZMAT), WATER RESCUE, SEARCH AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO

AND RESCUE, CONFINED SPACE RESCUE SERVICES AND INTEROPERABLE RADIO COMMUNICATIONS, dated 10 February 2017.

AGREED:

For MCAS CHERPT -

For Town of Beaufort -

Signature

Signature

T. R. DRIESLEIN
Colonel, USMC
Commanding Officer
MCAS CHERPT, NC

Jack Fleeman
Deputy Fire Chief
Town of Beaufort, NC

(Date)

(Date)

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____
Signature and Name of Reviewer



PROCLAMATION
Recognizing Line Worker
Appreciation Day

WHEREAS, on April 10, 2013, a resolution was passed in the United States Senate to recognize April 18 annually as National Lineman (Line Worker) Appreciation Day; and

WHEREAS, the profession of the electrical line worker is steeped in personal, family, and professional tradition; and

WHEREAS, line workers are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety officials, and to expedite the return of vital electrical power to our communities; and

WHEREAS, these brave men and women work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, risking and sometimes losing their lives to keep electricity flowing; and

WHEREAS, line workers are often faced with dangerous conditions, far from their families, as they work to construct and maintain energy infrastructure throughout the State of North Carolina and the United States; and

WHEREAS, line workers must use their technical knowledge, physical strength and ingenuity to achieve success in the challenges they face every day; and

WHEREAS, the Town of Beaufort thanks these skilled and heroic line workers who brave hurricanes, ice storms, snow storms, floods, and other natural disasters to maintain our community’s energy grid.

NOW THEREFORE BE IT RESOLVED that I, Mayor Sharon Harker, North Carolina, do hereby proclaim April 18, 2026, as “Line Worker Appreciation Day” in Beaufort, NC.

Duly adopted this 13th day of April 2026.

Sharon E. Harker
Mayor of Beaufort



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, April 13, 2026
614 Broad Street- Train Depot**

AGENDA CATEGORY: Old Business
SUBJECT: Beaufort Club Proposed Access: Kevin Court & NC-101

BRIEF SUMMARY:

Mr. Todd Saied, owner/developer of the Beaufort Club, will present information regarding potential access to Highway 101 (Kevin Court), as well as options for the final pavement layer at the existing entrance along US 70. At the Board’s September 22, 2025, Work Session, the developer provided an overview of access considerations. Following that discussion, the Board approved the use of Cedar Avenue for emergency access only.

REQUESTED ACTION:

Provide direction on next steps, including any specific requests from the Beaufort Club developer/owner.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED: N/A

BEAUFORT CLUB



TOWN OF BEAUFORT
APRIL 13, 2026

DEWITT
CAROLINAS



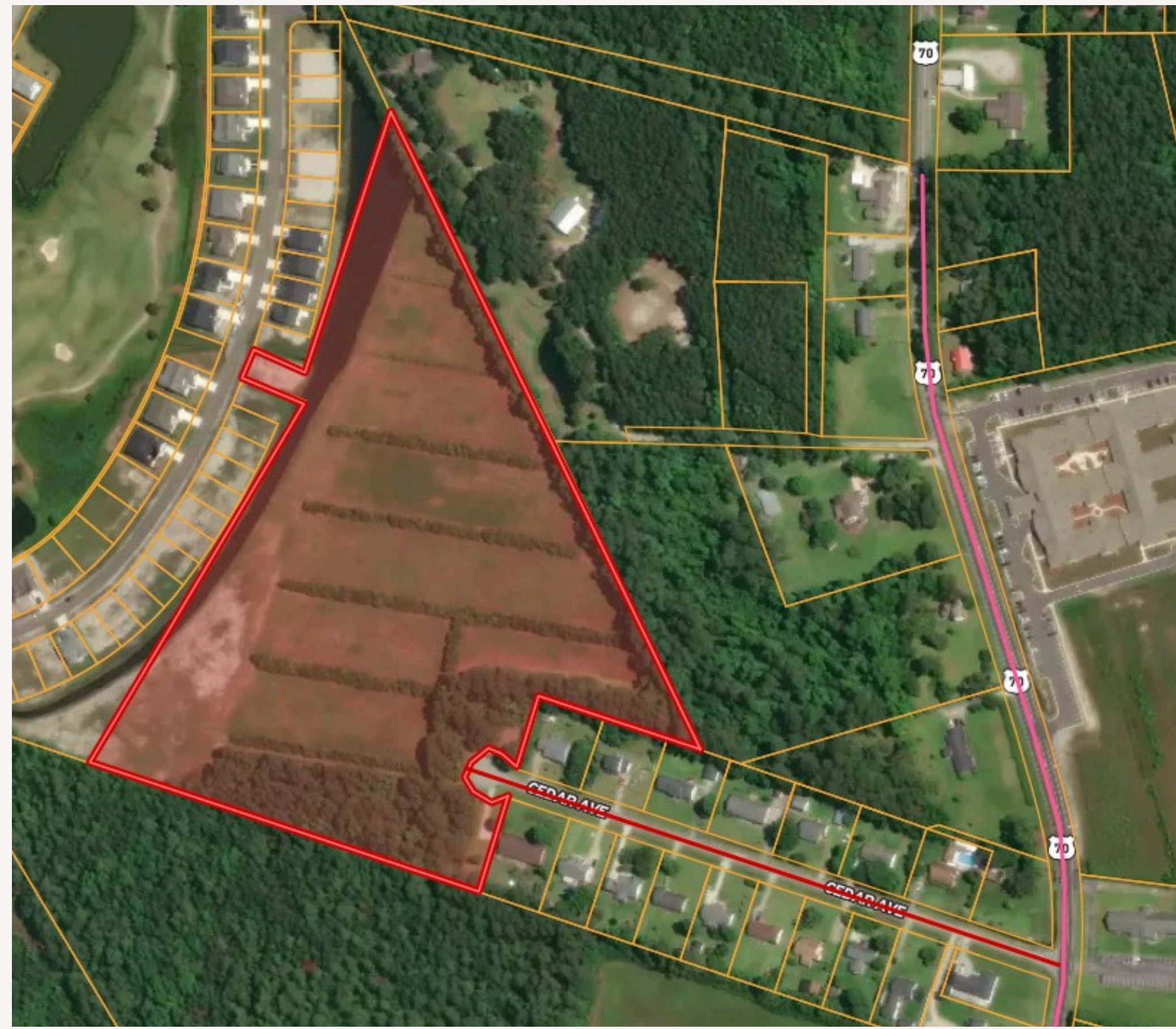
DEVELOPMENT UPDATE

- Over **200** homesites have been sold to builders since **2021**
- Home prices now range from **\$450,000 - \$650,000 +**
- **Ongoing** residential construction and builder activity throughout the community
- Clubhouse **expansion** and **renovations** will begin at the **end of 2026**, with a completion planned for **Spring 2027**.
- Current Phase underway: **Enclave - 79 homesites**

CURRENT ACCESS: CEDAR AVENUE & US - 70 APPROACH

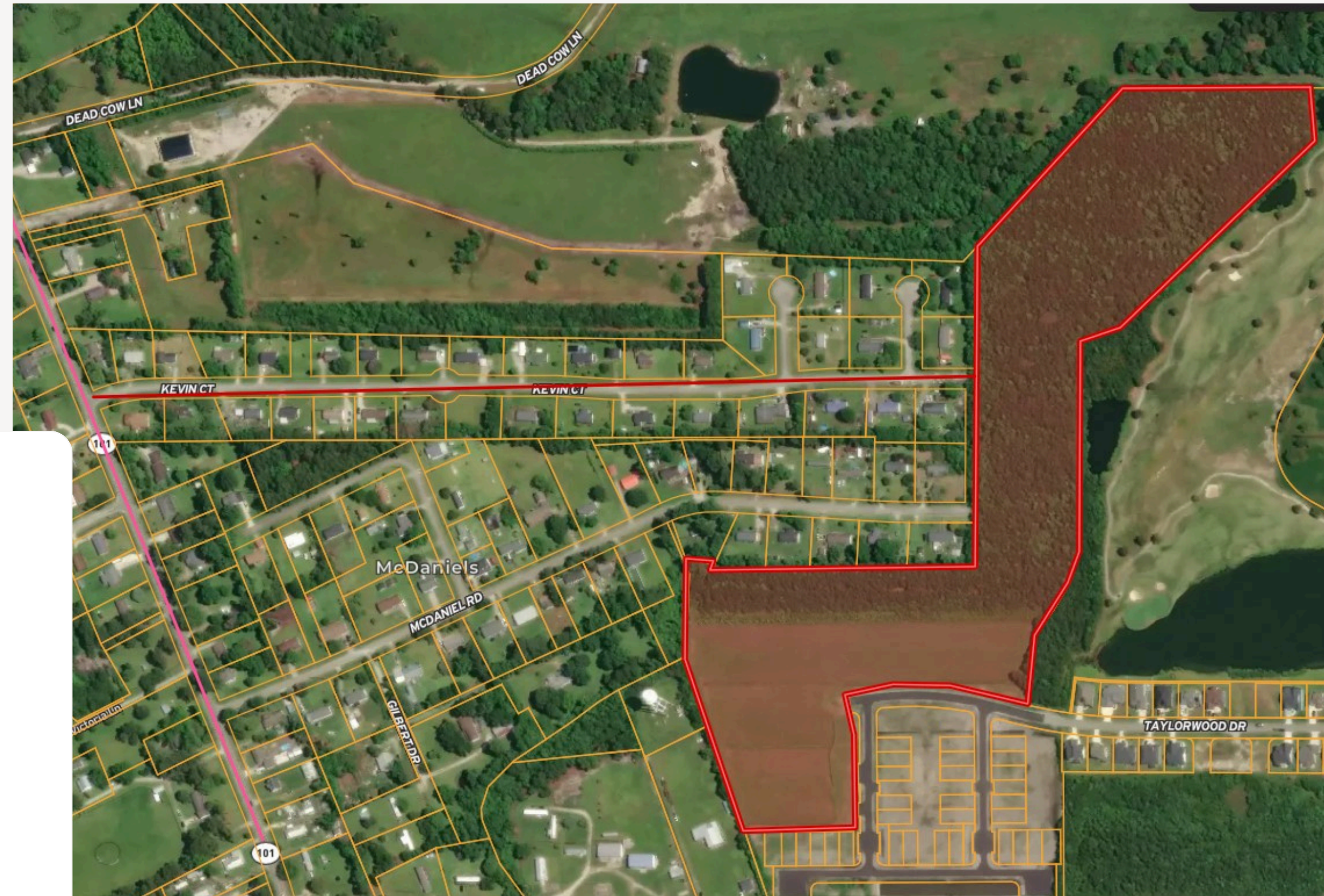
- Functions as an **emergency-only** access connection
- **Does not distribute** traffic across multiple entry points as the community continues to grow

Thomas Simpson Construction Quote



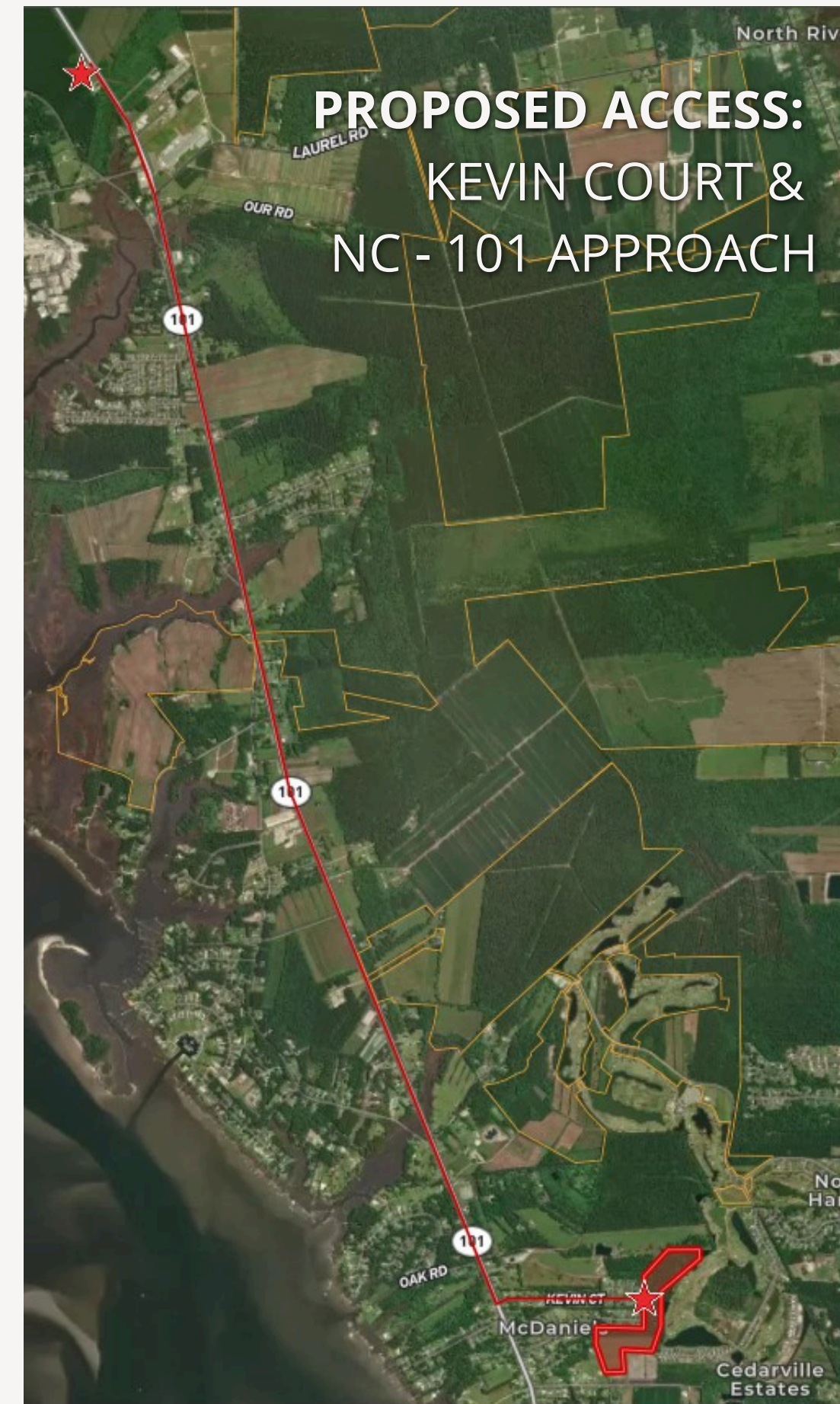
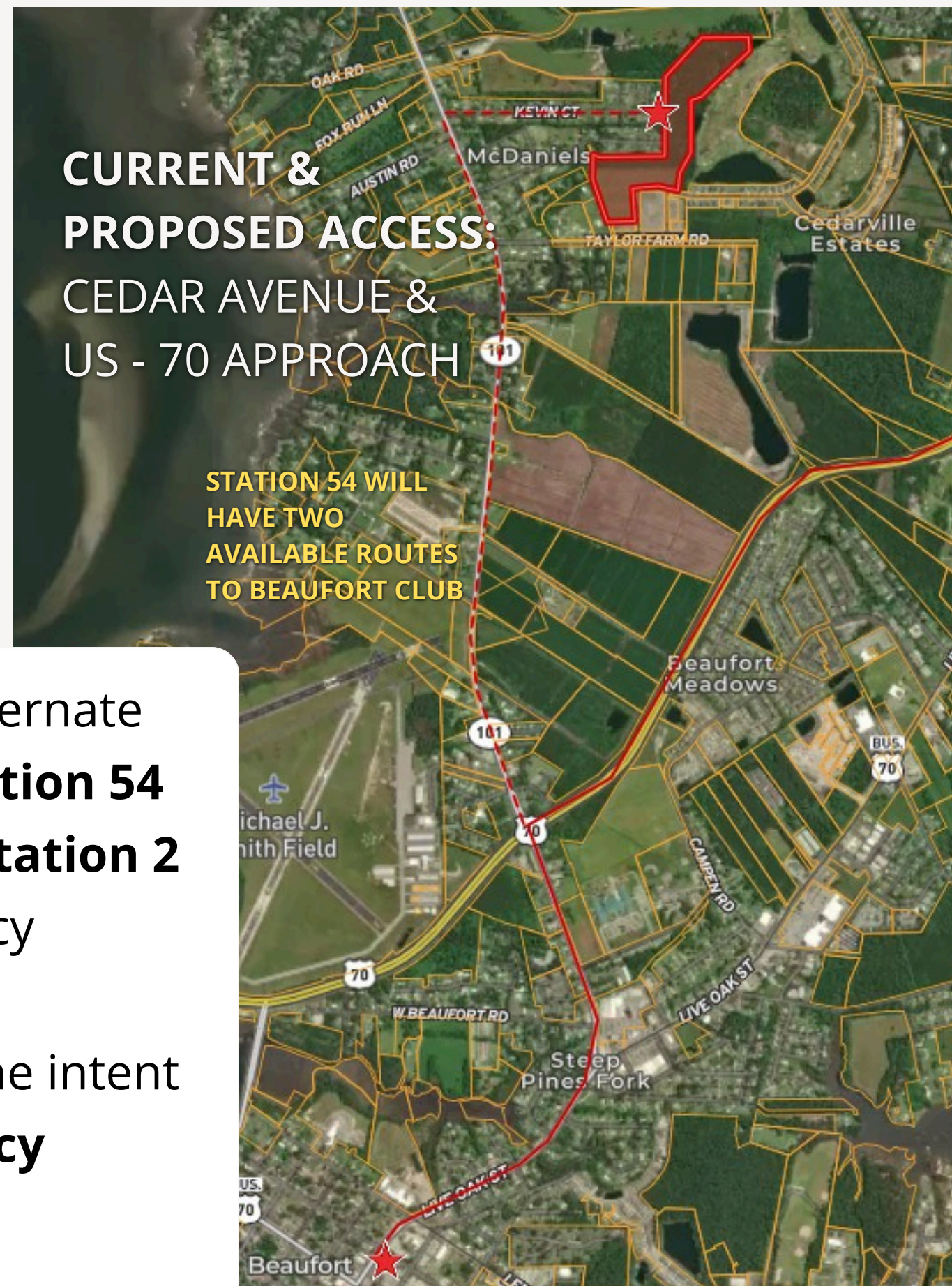
PROPOSED ACCESS: KEVIN COURT & NC - 101 APPROACH

- Provides a **secondary access** connection to **NC - 101**
- **Reduces reliance** on primary access points from **US - 70**
- **Supports continued growth** and activity across the community



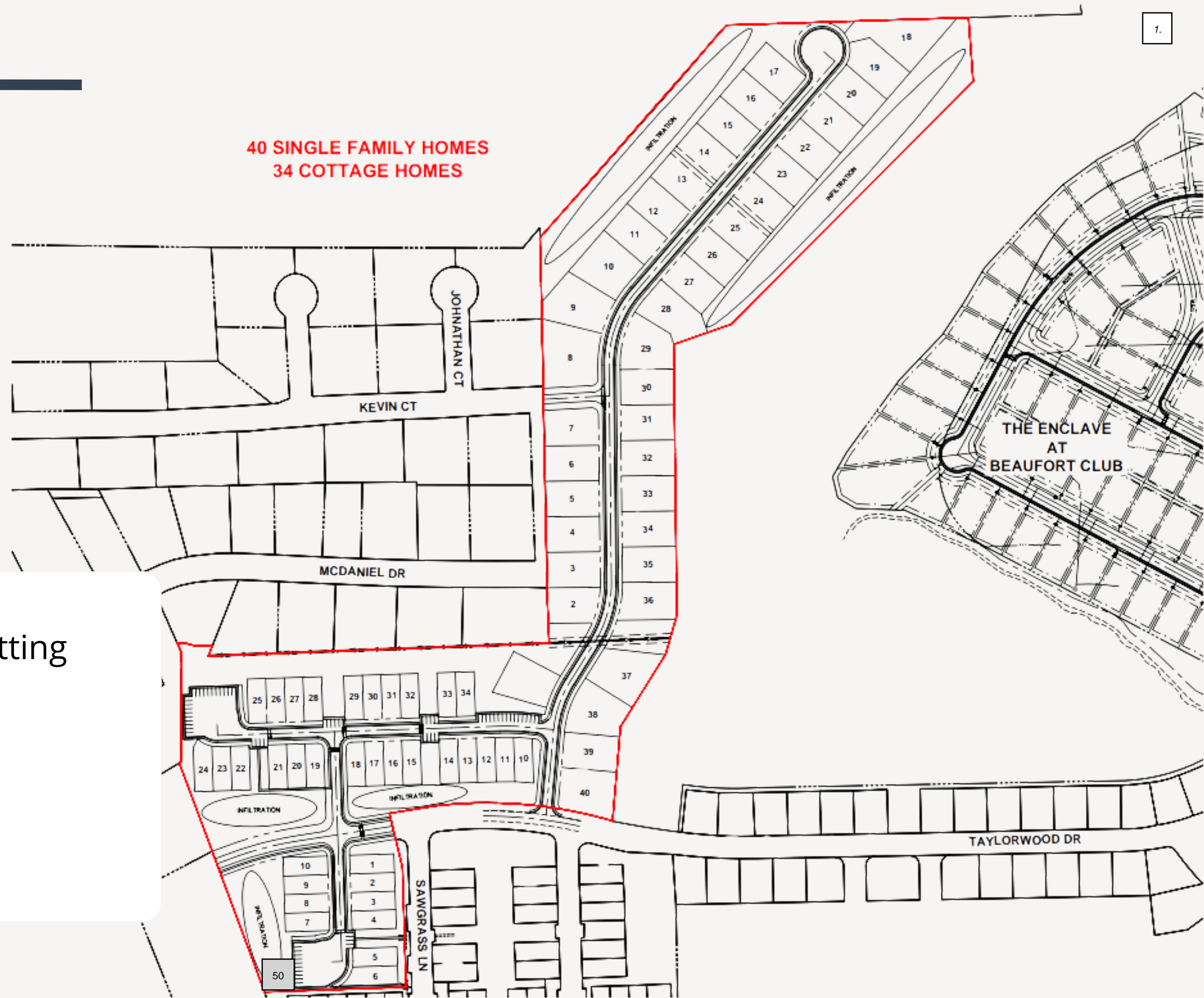
EMERGENCY ACCESS: KEVIN COURT APPROACH

- Kevin Court will provide an alternate route to Beaufort Club for **Station 54**
- Kevin Court access provides **Station 2** with easy access for emergency response
- Kevin Court will better fulfill the intent of public safety and **emergency response** readiness.



KEVIN COURT: PRELIMINARY SITE PLAN

- Currently in Design and Permitting
- **74 Single-Family** Homes
 - **40** Traditional
 - **34** Cottage-Style



REQUESTED ACTION

- Recognize **Kevin Court** as the **preferred secondary access** connection to **NC-101**
- **Remove the Cedar Avenue emergency access requirement** and permit a **\$205,000** developer contribution toward the **final lift** of asphalt on the Town-owned roads within Beaufort Club
- Confirm that **Enclave lot recordation** may proceed this **summer without** being conditioned upon **the completion of the Cedar Avenue** Emergency access connection



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, April 13, 2026**

AGENDA CATEGORY: New Business

SUBJECT: Resolution: Petition for Annexation of Pearl West Property (15.67 acres)

BRIEF SUMMARY:

The Cullipher Group submitted a petition for annexation on behalf of property owner Roberta D. West and client Britt Development Company for portions of property located on Pinners Point Road, totaling 15.67 acres. The annexation application and map are attached for your review. The first step in this process involves Board action to instruct the Town Clerk to investigate the sufficiency of the annexation request.

REQUESTED ACTION:

Approval/Denial of the attached draft Resolution instructing the Town Clerk to investigate the petition for annexation submitted.

SUBMITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk

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

APPLICATION FOR VOLUNTARY ANNEXATION REQUEST

Instructions: Please complete the form below and include all required attachments, including the **\$350 application fee (to The Town of Beaufort)** and return to the Planning Department, Town Hall, 701 Front St., PO Box 390, Beaufort, NC, 28516. Incomplete applications will not be processed and returned to the applicant. Please contact Town Hall at (252) 728-2141 with any questions.

Applicant Name: PEARL G. WEST TRUSTEE (ROBERTA D WEST)

Applicant Address: 231 PINNERS PT ROAD

Phone Number: 252-728-7353 Email: abweskin@att.net

Property Owner Name: SAME AS ABOVE

Address of Property: _____

Phone Number: _____ Email: _____

PROPERTY INFORMATION

Property Address: 143,149,179,189 PINNERS PT ROAD Current Zoning: R20

15 Digit Pin: 731609066438000 Size of Property (Square Feet or Acres): 15.671ac

Is the property Contiguous to the City Limits: Yes No;

If Not Contiguous please indicate how many miles it is to the City Limits: _____

Current Use of Property:

- Residential
- Commercial

- Vacant
- Other: _____

Roberta D West Date: 3/4/26
Applicant Signature

OFFICE USE ONLY

Revised 7/22

Received by: _____

Reviewed for Completeness By: _____

Date: _____

Date Deemed Complete and Accepted: _____

Date: _____
Property Owner Signature (if different than above)

A fee of \$350 to the Town of Beaufort must accompany this application.

REQUIRED ATTACHMENTS FOR A VOLUNTARY ANNEXATION REQUEST

Please provide the following as attachments to the voluntary annexation request form:

- 1. Copy of the Annexation Survey (suitable for recording)
- 2. Copy of all the deeds for the area to be annexed to verify ownership
- 3. A TYPED list of adjoining property owners
- 4. Carteret County Tax Parcel Card (Included should be parcel number and tax value)
- 5. Anticipated impact to city services including estimated gallons of water/sewer per day

Melanie Arthur 4P
CARTERET COUNTY
JL Date 04/13/2006 Time 15:04:00
GR 1166462 Page 1 of 4

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds
By *Melanie Arthur*
Acting Deputy Register of Deeds

CARTERET COUNTY
27477 04/13/2006
\$1,200.00

Parcel No. 7318.0906.9076
Excise Tax: \$ 1200.00



Real Estate
Excise Tax

Prepared By: Bailey & Way
P.O. Drawer 188, Morehead City, North Carolina 28557

NORTH CAROLINA GENERAL WARRANTY DEED

This Deed made this the 13th day of April 2006, by and between Mary Lee Gibbs Daughtry and husband R. Lynwood Daughtry; Martha G. King, and husband, Leslie A. King; George E. Gibbs and wife, Ruth B. Gibbs, hereinafter referred to as the "Grantors"; and Pearl G. West, whose address is 231 Pinner's Point Road, Beaufort, North Carolina 28516, hereinafter referred to as the "Grantees". The designation Grantors and Grantees as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the, Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

BOOK 1166 PAGE 462

(4)

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, had the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated: Liens, and encumbrances of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

By: Mary Lee Gibbs Daughtry (Seal)
Mary Lee Gibbs Daughtry

R. Lynwood Daughtry (Seal)
R. Lynwood Daughtry

Martha G. King (Seal)
Martha G. King

Leslie A. King (Seal)
Leslie A. King

George E. Gibbs (Seal)
George E. Gibbs

Ruth B. Gibbs (Seal)
Ruth B. Gibbs

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Kathleen Bauernfeind, a Notary Public of Carteret County and State of North Carolina do hereby certify that Mary Lee Gibbs Daughtry and R. Lynwood Daughtry personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of April 2006.

Kathleen Bauernfeind
Notary Public



BOOK 1166 PAGE 462

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Kathleen Bauerfeind, a Notary Public of the County of Carteret and State of North Carolina, do hereby certify that Martha G. King and Leslie A. King personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 11th day of April, 2006.



Kathleen Bauerfeind
Notary Public

My Commission Expires: 12-04-06

STATE OF KANSAS

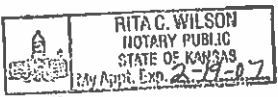
COUNTY OF Douglas

I, Rita C Wilson, a Notary Public of the County of Douglas and State of KANSAS, do hereby certify that George E. Gibbs and Ruth B. Gibbs personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 5th day of April, 2006.

Rita C Wilson
Notary Public

My Commission Expires: Feb 19, 2007



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EXHIBIT "A"

TRACT #1; Being an 18.674 acre parcel (pin = 7316.09069076) and being more particularly described as follows:

Beginning at the eastern most corner of lot 1, block A, Gibbs Place as recorded in map book 17, page 14, said point being located N 36-42" E, 545.99 ft and S 23-38' E, 230.17 ft. from the south eastern intersection of SR 1303 and US hwy 70; thence from said point of beginning and with the western line of The Tiller School Property S 23-38" E, 433 ft. more or less to the southwestern corner of said Tiller School property; thence with the southern line of said Tiller School property N 63-22" E, 278 ft more or less to the western line of Fred L. Bertrum (338/367) thence with a line common to Fred L. Bertram and Lillian P. Gibbs Heirs S 27-30"-27 E, 1146 ft. more or less to the northern line of C. Ray West property or an extension thereof; thence with the northern line of Ray C. West S 67-00" W, 690 ft. more or less to the southeastern corner of the S.J. Springle lot as shown in map book 17, page 14, thence N 23-00" W, 200 ft. to the southeastern corner of Gibbs Place (map book 17, page 14); thence with the Gibbs Place line (map book 17, page 14) the following 6 (six) courses and distance:

N 7-42"-20" W, 62.26 ft.; N 20-49' W, 795.99 ft.; N 65-49" W, 46.0 ft; N 20-52'-40" W, 84.81 ft; N 46-09' W, 182.02 ft; N 36-42" E, 429.30 ft. to the point and place of beginning, containing 18.674 acres, all bearing reference map book 17, page 14. And being subject to drainage easements in map book 17, page 14.

TRACT 2-11; Being all of lots 1,2,3,4, and 5, Block A, and lots 1,2,3,5, and 6, Block B, Gibbs Place as recorded in map book 17, page 14.

Tracts 12 and 13; Any right or interest in those 60 ft. wide strips shown as Briar Wood Road and Overland Road shown on plat of Gibbs Place recorded in map book 17, Page 14.

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1. West Pearl G Trustee: 237 Pinners Point Road, Beaufort, NC 28516
2. West, Roberta D: 231 Pinners Point Road, Beaufort, NC 28516
3. Fulcher, Ryan Harris/ Fulcher Debora S LT: 207 Pinners Point Road, Beaufort, NC 28516
4. Chapman, Forest Chase: 215 Pinners Point Road, Beaufort, NC 28516
5. Lawrence, James E: 169 Pinners Point Road, Beaufort, NC 28516
6. Lawrence, Melton Jr. ETUX Linda: 165 Pinners Point Road, Beaufort, NC 28516
7. Lawrence, Melton Jr. ETUX Linda: 155 Pinners Point Road, Beaufort, NC 28516
8. Tiller School for Elementary Education Inc.: 1950 Live Oak Street, Beaufort, NC 28516
9. Beaufort Agrihood Development LLC : (115 BERTRAM ROAD,125 BERTRAM ROAD,147 BERTRAM ROAD,148 BERTRAM ROAD,151 BERTRAM ROAD,156 BERTRAM ROAD,157 BERTRAM ROAD,160 BERTRAM ROAD,161 BERTRAM ROAD,166 BERTRAM ROAD,167 BERTRAM ROAD,172 BERTRAM ROAD,173 BERTRAM ROAD,179 BERTRAM ROAD,184 BERTRAM ROAD,185 BERTRAM ROAD,190 BERTRAM ROAD,1964 LIVE OAK STREET,1966 LIVE OAK STREET,1968 LIVE OAK STREET) Beaufort, NC 28516
10. State Employees Credit Union: 1900 Live Oak Street, Beaufort, NC 28516
11. Jean R Wellons LLC: 111 Eastern Avenue, Beaufort, NC 28516 and 113 Eastern Avenue, Beaufort, NC 28516
12. Stephenson, Cameron Brooks: 117 Mashburn Drive, Beaufort, NC 28516
13. Lewis, Karen Joy: 170 Pinners Point Road, Beaufort, NC 28516
14. Jenkins, Derek ETUX Lauren: 166 Pinners Point Road, Beaufort, NC 28516
15. Frost I LLC: 116 Mashburn Drive, Beaufort, NC 28516
16. Gillium, Zachary D: 155 Glenda Drive, Beaufort, NC 28516
17. First Original Free Will Baptist Church of Beaufort NC INC: 1947 Live Oak Street, Beaufort, NC 28516



VICINITY MAP

NOT TO SCALE

REVIEW OFFICER CERTIFICATION

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

REVIEW OFFICER _____ DATE _____

REGISTER OF DEEDS CERTIFICATION

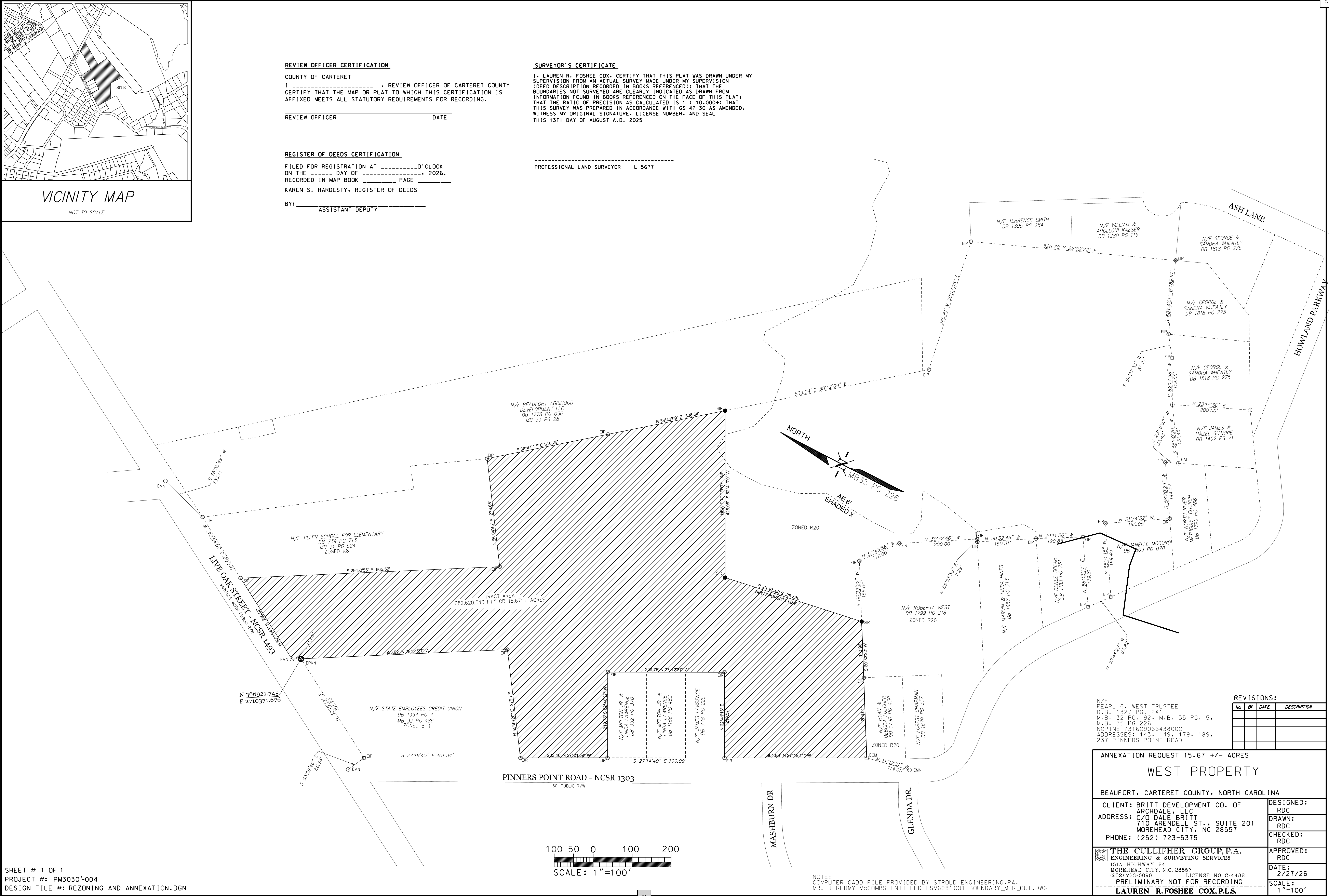
FILED FOR REGISTRATION AT _____ O' CLOCK
 ON THE _____ DAY OF _____, 2026.
 RECORDED IN MAP BOOK _____ PAGE _____
 KAREN S. HARDESTY, REGISTER OF DEEDS

BY: _____ ASSISTANT DEPUTY

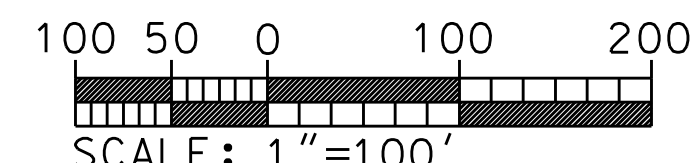
SURVEYOR'S CERTIFICATE

I, LAUREN R. FOSHEE COX, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
 SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION
 (DEED DESCRIPTION RECORDED IN BOOKS REFERENCED); THAT THE
 BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM
 INFORMATION FOUND IN BOOKS REFERENCED ON THE FACE OF THIS PLAT;
 THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+1; THAT
 THIS SURVEY WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.
 WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL
 THIS 13TH DAY OF AUGUST A.D. 2025

PROFESSIONAL LAND SURVEYOR L-5677



SHEET # 1 OF 1
 PROJECT #: PM3030-004
 DESIGN FILE #: REZONING AND ANNEXATION.DGN



NOTE:
 COMPUTER CADD FILE PROVIDED BY STROUD ENGINEERING, P.A.
 MR. JEREMY MCCOMBS ENTITLED LSM698-001 BOUNDARY_MFR_OUT.DWG

REVISIONS:

No.	BY	DATE	DESCRIPTION

N/F PEARL G. WEST TRUSTEE
 D.B. 1327 PG. 241
 M.B. 32 PG. 92 M.B. 35 PG. 5.
 M.B. 35 PG 226
 NCPIN: 731609066438000
 ADDRESSES: 143, 149, 179, 189,
 237 PINNERS POINT ROAD

ANNEXATION REQUEST 15.67 +/- ACRES
WEST PROPERTY
 BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

CLIENT: BRITT DEVELOPMENT CO. OF ARCHDALE, LLC	DESIGNED: RDC
ADDRESS: C/O DALE BRITT 710 ARENDELL ST., SUITE 201 MOREHEAD CITY, NC 28557	DRAWN: RDC
PHONE: (252) 723-5375	CHECKED: RDC
THE CULLIPHER GROUP, P.A. ENGINEERING & SURVEYING SERVICES 151A HIGHWAY 24 MORRISVILLE, N.C. 27557 (252) 773-0090 LICENSE NO. C-4482	APPROVED: RDC
PRELIMINARY NOT FOR RECORDING LAUREN R. FOSHEE COX, P.L.S.	DATE: 2/27/26
	SCALE: 1"=100'



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 160A-31
RESOLUTION NO. 26-_____**

WHEREAS, a petition requesting annexation of an area described in said petition was received on March 5, 2026, by the Town of Beaufort; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of Beaufort deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Beaufort that:

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of this investigation.

Adopted this ____ day of April 2026.

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk