



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, March 10, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Volunteer Board Recognitions

Items of Consent

- [1.](#) Meeting Minutes- January 27th & February 10th
- [2.](#) Wooden Boat Show Event Application
- [3.](#) Lions Club Bridge Run 2025 Event Application
- [4.](#) FY 2025 Audit Contract
- [5.](#) Pivot Parking Contract Amendment
- [6.](#) NCBIWA Resolution
- [7.](#) Lease with Island Express Ferry Service LLC

Public Hearing

- [1.](#) Case #25-01 (FDPO Text Amendment)
- [2.](#) Case #25-04 (1113 Live Oak Rezoning R8 to RS-5)

Old Business

- [1.](#) Beaufort Waterfront Operations and Finance Committee Update

Public Comment

New Business

- [1.](#) UDO Draft Vision Statement
- [2.](#) Sewer Allocation Reservation Request- Beaufort EMS Steel Tank Substation
- [3.](#) Case # 25-05 (Palmetto Plantation Phase 3 - Final Plat)

Manager Report

Mayor/Commissioner Comments

Closed Session

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

Adjourn



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, March 10, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Meeting Minutes

REQUESTED ACTION:

Approval of draft minutes for the January 27th Work Session and February 10th Regular Meeting.

SUMBITTED BY:

Elizabeth Lewis, Town Clerk



Town of Beaufort, NC
701 Front St. - P.O. Box 390 - Beaufort, N.C. 28516
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Board of Commissioners
Work Session
4:00 PM Monday, January 27, 2025
Train Depot, 614 Broad Street

Call To Order

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

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

ABSENT:

None

Agenda Approval

Commissioner Cooper made a motion to approve the agenda.

The motion carried unanimously.

Items for Review and Discussion

1. 2025 Parking Season

Brandon Lauterbach with Pivot Parking followed up from a previous parking presentation and focused on some action items for the upcoming season. He discussed items related to rate options, pay stations, mobile LPR information, signage, golf cart parking, and customer survey options.

The Board established by consensus and after discussion:

- The 2025 Parking Season will be May 5- October 31, 2025: 8am-5pm hours of operation.

- Parking passes will remain the same as in the prior season, as well as citation rates and hourly parking rates.
- Create double spaces for golf cart parking.
- More signage is needed.
- Later decide on whether to implement the survey platform as part of the 2025 parking season.
- Do not purchase the upgraded LPR system.
- Instead of purchasing pay stations, order three additional handheld credit card machine readers.

Commissioner Cooper made a motion to adopt and implement these items for the 2025 parking season.

The motion carried unanimously.

2. Mardi Gras Event Application

Rachel Johnson, Events Coordinator, shared an overview of the 2025 Mardi Gras event application submitted by the BBA and provided in the meeting packet. It was noted the event organizers submitted the application after the deadline, causing time constraints. Ms. Johnson shared that staff presented the event organizers with the following alternatives:

- Remove the request for alcohol sales in John Newton Park and contain alcohol to Middle Lane and the BHA grounds. This eliminates the necessity of closing Front and Craven Streets and parking along that route to ensure pedestrian safety. Alcohol is currently only permitted on Town property in non-vehicular areas by permit and with the requirement to hire off-duty officers.
- Parade: Limit the parade to golf carts and pedestrians. Begin line-up at the intersection of Pollock and Front (West of Pollock). The parade route would be Pollock/Front to Turner/Front with pedestrian entries turning on Middle Lane with golf carts able to turn or continue straight and end the route by turning at Ann Street.
- Paul Burdette, Police Chief, shared safety concerns related to the proposed event. He noted there were no issues with the footprint of the event, but the proposed parade route would require increased staffing and barricades.

After discussion amongst the Board and further clarity on the event application request, Commissioner Oliver made the following motion:

Within 48 hours of approval tonight, if approved, we receive from the applicant confirmation of whether they will accept and be responsible for as is set out in the policy the closure of Front Street and Craven Street to have alcohol sales in John Newton Park. As well as whether they will accept the extended parade access to Gordon Street to have greater golf carts and pedestrians. Otherwise, having not received that decision from them, the permit as presented is denied.

Commissioner Gillikin suggested the entire application should not be denied if the applicant does not agree to the terms, rather than reverting to staff's recommendations.

Commissioner Oliver accepted the amended motion.

The motion carried unanimously.

3. Sidewalks at the West End of Front Street

Charlie Burgess, Interim Town Manager, provided background on a recent sidewalk complaint at the west end of Front Street. He explained the sidewalk that used to be located on the north side of the street, in front of the home at 105 Front Street, was relocated to the south side of the street. He noted the owner of 105 Front Street submitted an application to the Historic Preservation Commission (HPC) in the fall of 2022, where they approved the landscape design which included brick pavers. Following that meeting,

the previous Town Manager and Town Engineer met onsite and approved the relocation of the sidewalk from the north side of the street to the south side, to follow the same landscape design with brick pavers. The Public Works Director confirmed the installation met all Town requirements, including ADA compliance. It was noted there is intent to install a crosswalk in the area, as it does appear on the approved plans submitted to the HPC.

Mr. Burgess explained the property line in the area is questionable, as there have been contradicting plats and surveys confirming ownership. He confirmed the turnaround area where the benches are located belongs to the 105 Front Street property owners. He noted they were unsure if the original sidewalk was on private property or Town property, sharing that the Town may have conveyed the area in front of 105 Front Street to the property owners at the time, some hundred years ago.

Commissioner Cooper shared that he visited the area, and it was hard to tell where the original sidewalk was because it is now landscaped. He suggested if the Town wanted to put a sidewalk back on the north side, they would need a survey showing ownership.

Commissioner Oliver confirmed the brick pavers installed by the homeowner at 105 Front Street are ADA compliant. He confirmed the Town was unable to prove ownership west of Sunset Lane, on the north side where the sidewalk runs. He suggested the Town could not take a position on the subject until the ownership issue is settled.

Commissioner Spiegler shared that the Board received concerns about the relocation of the sidewalk, noting it was causing a hardship for citizens to cross Front Street several times. She noted if the Town wanted to move forward with putting any sidewalks back in the area, they would need to confirm ownership.

Commissioner Gillikin asked if there were additional citizens raising concerns about the sidewalk other than one known complaint.

Mr. Burgess said he was only aware of one complaint.

Commissioner LoPiccolo questioned ownership and Town right of way for the rest of Front Street.

Mr. Burgess said a survey would need to be conducted to confirm Town ownership, noting the big question was west of Sunset Lane. He suggested if they did move forward with survey work, it would be smart to survey the south side as well, in effort to have a contiguous sidewalk on that side of the street. He confirmed the Town did not own the area where the brick pavers are currently located.

Commissioner LoPiccolo asked about the crosswalk near Sunset Lane.

Mr. Burgess shared there should have been a crosswalk installed at the same time as the brick pavers and sidewalk were, but there was an oversight. He noted the developers are aware of this and do intend to install the matching crosswalk to meet all ADA regulations.

Commissioner Gillikin commented on the benefit of conducting survey work on the south side of the street, which would potentially provide more sidewalk connectivity. She suggested they defer surveying the north side at this time.

There was a consensus to move forward with survey work as suggested by Commissioner Gillikin.

Project Updates

1. Professional Park Area Storm Water Study

Sam Bell, Town Engineer, provided a summary of the final version of the Professional Park Stormwater Study. He noted that the overall goal of the study was to provide alternatives to make Meeting Street passable during weather events. He shared that WK Dickson would be onsite mid-March to do a public information session and when that date was finalized, he would share it with the Board and community. He explained the report

recommended selecting alternative three, which would raise Meeting Street, and the intersection of Professional Park Drive by about nine inches, noting this was the least costly alternative. He pointed out these were all recommendations and there was no funding in place for any of the options presented by the study. He shared there would be an interactive web portal that residents will be able to access.

The Board shared concerns about residents getting stuck in their homes on Meeting Street during flooding. They agreed it was not the Town's responsibility to fund the alternatives to mitigate flooding issues, confirming the study was performed through the Town obtaining a grant. They discussed issues with the original development, noting that Meeting Street was not part of the HOA in the area. It was also suggested there be community agreement and involvement to move forward with any kind of implementation or goals associated with future projects. The pump associated with the neighborhood pond was also discussed and noted as a continuous focus point moving forward.

Closed Session

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

Commissioner Cooper made a motion to go into closed session pursuant to NCGS 143-318.11 (a) (6).

The motion carried unanimously.

Adjourn

Commissioner Spiegler made a motion to adjourn the meeting at 7:35 p.m.

The motion carried unanimously.

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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Board of Commissioners
Regular Meeting
6:00 PM Monday, February 10, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

- Mayor Harker
- Mayor Pro Tem Cooper
- Commissioner Gillikin
- Commissioner LoPiccolo
- Commissioner Oliver

ABSENT:

- Commissioner Spiegler

Agenda Approval

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

The motion carried unanimously.

Presentations

1. Proclamation Recognizing Art Month & Celebrating the 50th Anniversary of the Arts Council of Carteret County

Mayor Harker presented the following:

***WHEREAS**, the Arts Council of Carteret County is celebrating its 50th anniversary in 2025, and has flourished into an approximately 200-member non-profit organization comprising artists and art supporters; and*

***WHEREAS**, the Council's annual flagship event, "Art from the Heart," now in its commendable 35th year, is a testament to its inclusive principal, offering a non-juried platform for a diverse cohort of adults and students to showcase their artistic creations to the public, thereby enriching the cultural fabric of our community; and*

WHEREAS, this esteemed Council has steadfastly pursued its mission to cultivate a dynamic and inclusive community through unwavering support for diverse artistic genres and a strong commitment to arts education, recognizing the indispensable role of the arts in fostering creativity, critical thinking, and problem-solving skills among students; and

WHEREAS, the growing public interest in the arts and arts-related enterprises in the Town of Beaufort reflects a growing appreciation for the cultural and economic value of the arts; and

NOW, THEREFORE, I, Mayor Sharon E. Harker, do hereby proclaim the month of February as **ART MONTH** in Beaufort, North Carolina. In doing so, I urge all residents to acknowledge and participate in the various artistic activities and events that celebrate the vibrant art community fostered by our citizens and the Arts Council of Carteret County. Let us embrace this month as a time to recognize and appreciate the vital role of the arts in enriching our lives and enhancing the cultural heritage of our beloved town.

Duly adopted this 10th day of February 2025.

2. NCLM Law Enforcement Risk Review Process

Joe Graziano with the North Carolina League of Municipalities recognized the Beaufort Police Department for successfully completing the Law Enforcement Risk Management Review. This was done by proactively serving the community in a professional manner while taking steps to minimize risk to Beaufort's citizens.

Items of Consent

- 1. Meeting Minutes- January 13, 2025
- 2. FY 26 Budget Calendar
- 3. Resolution Regarding SB 382
- 4. NCDOT Agreement (Project U-6057)

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

The motion carried unanimously.

Public Hearing

- 1. Voluntary Annexation- 138 Chadwick Rd

Commissioner Gillikin made a motion to open the public hearing.

The motion carried unanimously.

Jessica Kocher, applicant and property owner spoke on her excitement to join the Beaufort city limits and have utility service. She thanked the Board of Commissioners for their consideration of the voluntary annexation request.

There were no additional comments from the public.

Commissioner Cooper made a motion to close the public hearing.

The motion carried unanimously.

Commissioner Gillikin made a motion to adopt the draft annexation ordinance included in the meeting packet, which references extending the Town's corporate limits to include 138 Chadwick Road.

The motion carried unanimously.

Old Business

- 1. Beaufort Waterfront Operations and Finance Committee Update

Commissioner Gillikin provided an update from the committee. She noted the applicants who responded to the Fuel Farm RFP were recently interviewed. She shared the Marina Management RFP was still active.

1.

Mr. Burgess said there were four interviews conducted, and the interview committee had narrowed it down to the top two. He said they hoped to have some type of contract document in process in the next week or so and the goal would be to get it before the Board of Commissioners by their March 10th Regular Meeting.

Public Comment

Rusty Quate: 119 Gallants Point Rd, Beaufort, NC 28516

Mr. Quate spoke on the Maritime Museum construction project that is taking place at Gallants Channel. He noted that he was not opposed to the project but did want to bring some attention to the landscaping issues that were taking place. He shared that many Live Oak trees were being bulldozed. He questioned whether there was a representative from the Town of Beaufort that meets with state agencies during monthly construction meetings. He expressed concerns related to tree line protection. He also shared that the road going into the construction site was a disaster, specifically with potholes and mud. He suggested the construction site was also a liability, due to unobstructed pedestrian access.

New Business

1. Volunteer Board Appointments

Commissioner Cooper made a motion to open the floor for Board of Adjustment nominations.

The motion carried unanimously.

Commissioner Cooper nominated Wendi Oliver.

Commissioner LoPiccolo nominated Joseph Provenzano.

Commissioner Oliver made a motion to close the floor for Board of Adjustment nominations.

The motion carried unanimously.

By acclamation, Wendi Oliver and Joseph Provenzano were appointed to the Board of Adjustment to each serve a 3-year term.

Commissioner Oliver made a motion to open the floor for Historic Preservation Commission nominations.

The motion carried unanimously.

Commissioner LoPiccolo nominated Joyce McCune.

Commissioner Oliver made a motion to close the floor for Historic Preservation Commission nominations.

The motion carried unanimously.

By acclamation, Joyce McCune was re-appointed to the Historic Preservation Commission to serve a 3-year term.

Commissioner Cooper made a motion to open the floor for Parks and Recreation Advisory Board nominations.

The motion carried unanimously.

Commissioner Oliver nominated Lora Fasolino.

Commissioner Cooper nominated Taylor McCune.

Commissioner Oliver made a motion to close the floor for Parks and Recreation Advisory Board nominations.

The motion carried unanimously.

By acclamation, Lora Fasolino and Taylor McCune were appointed to the Parks and Recreation Advisory Board to both serve a 4-year term.

Commissioner Gillikin made a motion to open the floor for Planning Board nominations.

The motion carried unanimously.

Commissioner Gillikin nominated Tammy Hunsucker.

Commissioner Cooper made a motion to close the public hearing.

The motion carried unanimously.

By acclamation, Tammy Hunsucker was appointed to the Planning Board to serve a 3-year term.

Manager Report

Mr. Burgess thanked staff and the Board for a successful annual retreat.

Sam Bell, Town Engineer, shared with excitement that Beaufort had been selected to move forward with the BRIC grant application.

Mayor/Commissioner Comments

Commissioner LoPiccolo shared that the recent Board of Commissioner's Retreat was great and commented on Beaufort's bright future.

Commissioner Gillikin acknowledged the significance of the loss of the Ward Hancock House and encouraged Town leaders to be mindful of their role in similar future situations.

Commissioner Cooper also commented on the success of the recent retreat. He encouraged residents to attend next year. He thanked all the volunteer board applicants and encouraged them to get involved by attending the various meetings.

Mayor Harker spoke of Beaufort's bright future and thanked those who applied to be on the Town's volunteer boards. She announced that Beaufort would welcome a new Town Manager, Matt Zapp, in the next few months.

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 6:40 p.m.

The motion carried unanimously.

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, March 10, 2025**

AGENDA CATEGORY: Consent
SUBJECT: Wooden Boat Show

The NC Maritime Museum & Friends of the Museum have submitted an event application to host their annual Wooden Boat Show on Saturday, May 3, 2025 in downtown Beaufort. The coordinator for this event is David Daly.

The event requests the closure of the 300 block of Front Street to include parking spaces 173-183 from 6 a.m.-7 p.m. on Saturday, May 3, 2025. The event is from 10 a.m.-4 p.m. and draws approximately 2-3,000 people. This annual event is always well run, highly organized, and creates a memorable experience for attendees.

The Town’s Emergency Services Departments have reviewed the application and do not have any issues. The application is consistent with events in the past and staff recommends approval of the event as presented.

REQUESTED ACTION: Approval

EXPECTED LENGTH OF PRESENTATION: 0 minutes

SUBMITTED BY: Rachel Johnson, Events Coordinator

BUDGET AMENDMENT REQUIRED: No

Date Application Received:

2.

Permit Number:



APPLICATION FOR SPECIAL EVENT PERMIT

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

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

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

EVENT BASICS

Event Name: **NC Maritime Museum Wooden Boat Show**

Location of Event Site: **Watercraft Center, Museum, and 300 block of Front Street**

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

Run by: **NC Maritime Museum & Friends of the Museum**

Applicant (Organizer) Name: **David Daly** Contact #: **252.728.1638**

Day of Event Contact #: **Grant Caraway** Contact # **910.934.3792** Email: **grant.caraway@dncr.nc.gov**

Type of Event:

- Festival
- Parade
- 5K Race
- 10K Race
- Music Event
- Other: Exhibition**

Actual Event Date(s): **May 3, 2025**

Time of Event: **10:00am – 6:00pm**

Set-Up Date: **May 3, 2025**

Start Time: **6:00am**

Tear Down Date: **May 3, 2025**

End Time: **7:00pm**

Estimated Attendance: **2,000 - 3,000**

Admission Fees: **\$0**

Event Description:

Display of wooden boats, demonstrations

ORGANIZER/APPLICANT INFORMATION

Name of Organization: **Friends of the Museum**

Primary Contact Person: **David Daly**

Mailing Address: **315 Front Street, Beaufort**

Email: **david@maritimefriends.org**

Daytime Phone #: **252.728.1638**

Cell Phone #: **919.270.8071**

Alternate Contact Person: **Grant Caraway**

Contact # **910.934.3792**

Is your group a non-profit organization? **Yes** If yes, please provide documentation with your application.

Site Plan Attached

SITE PLAN

Yes

No

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

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

- Location of all tents and temporary structures
- Location of requested barricades and road closures

OTHER EVENT DETAILS

2.

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

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

Please mark all that apply:

PARKS & PARKING LOTS REQUESTED

- East Parking Lot
- West Parking Lot
- Craven Street Parking
- Middle Lane
- John Newton Park
- Lynn Eury Park
- Grayden Paul Park
- Topsail Marine Park
- Other** Please list: **300 block of Front Street**

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

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

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

Does your event require a road closure? **YES** _____ **NO**

Please provide specifics below: **300 block of Front Street between the Museum's east driveway and Orange Street with an access lane open for the Elizabeth Inn at 307 Front Street.**

ALCOHOL

Alcohol at the event YES ____ **NO** X Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of \$32.50 per hour for the duration. At the discretion of the Police Chief, modifications may be made to staffing requirements. All local, state and Federal laws must be adhered to.

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

X _____ (Applicant's Signature)

ROAD CLOSURES

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
300 block Front St	6:00am – 10:00am	10:00am	4:00pm	4:00pm – 7:00pm

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

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

Parking lots required for Event set-up: (Please mark on the site map if applicable) (Please note charges may apply. The rate is \$10 per parking space per day for special event closure during Pay-To-Park season).

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

300 block of Front Street to include parking spaces 173-183

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

Truist parking lot – Front & Pollock Streets

Bicycle Parking: **Yes** No

Additional Handicap Parking: Yes _____ **No** _____ Location: _____

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

Parade Assembly Area: _____ Time: _____

PARADE/WALK INFORMATION

Parade Dismissal Area: _____ Time: _____

Parade Start Time: _____

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

EMERGENCY MANAGEMENT

Designated Emergency personal/liaison (onsite): **Grant Caraway**

Cell #: **910.934.3792** Other Contact: **David Daly 919.270.8071**

How will your event staff react to severe weather? **Gather in the Watercraft Center & Museum**

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

Bullhorn

RISK ASSESSMENT

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

Severe weather – thunderstorms/high winds/lightening

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

Event volunteers & staff are seasoned. Volunteer orientation addresses pending threats.

TENTS

Will you have tents at your event? _____ YES _____ NO

Please list the tent sizes: _____

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

FOOD

Will there be food served at your event? _____ YES _____ NO

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

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

All food vendors must have proper licensing, inspections, etc

VENDORS

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

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

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

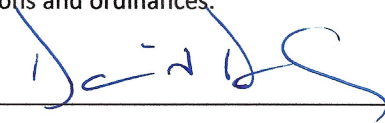
CHECKLIST

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

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

I/We the event organizer **David Daly**,

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

Applicant's Signature  Date 2-26-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2025

2.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wade S Dunbar Agency - Marine Insurance House 4110 Dr MLK Jr Blvd Suite G New Bern NC 28562	CONTACT NAME: Monty Belk PHONE (A/C, No, Ext): (252) 201-9101 E-MAIL ADDRESS: monty@wsdunbar.com	FAX (A/C, No): (252) 631-2350
	INSURER(S) AFFORDING COVERAGE	
INSURED Friends of the Museum North Carolina Maritime Museum Inc. 315 Front Street Beaufort NC 28516	INSURER A: Swiss Re Corporate Solutions America Insurance INSURER B: Navigators Insurance Company INSURER C: Cincinnati Insurance Company INSURER D: INSURER E: INSURER F:	
	NAIC # 29874	


COVERAGES **CERTIFICATE NUMBER:** CL245116095 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		50C200014404	05/04/2024	05/04/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			24L522502	05/04/2024	05/04/2025	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6C28UB4N53496723	08/10/2023	08/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
							Marina Operators Legal \$1,000,000
							Protection & Indemnity \$1,000,000
							Yacht Dealer PD \$15,000 / \$40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as additional insured with regards to marine and commercial general liability. Insurance is provided for public usage of limited dock space for Wooden Boat Show to view in water boats on exhibit as well as public boarding and disembarking from boats while moored at the docks for public exhibit taking place May 2-3, 2025

CERTIFICATE HOLDER Beaufort Waterfront Enterprises Haywood Weeks 500 Front Street Beaufort NC 28516	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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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, March 10, 2025**

AGENDA CATEGORY: Items of Consent
SUBJECT: Lions Club Bridge Run 2025

REQUESTED ACTION: Consider approval of the event application for the 2025 Lions Club Bridge Run. They have requested to host the event on Saturday, Nov. 1, 2025. The 5K run involves road closures on Turner Street, Middle Lane and one lane of the high-rise bridge. Race routes are attached. The organizers bring in cones and assist with traffic control. This event requires 5 police officers for 3 hours each at the Hire an Officer Rate. The Farmer’s Market is notified each year and has been a supporter of the event. This event is entering its 6th year and has been expertly run from its inception. There are no changes to this year’s event from past years. The application has been reviewed by public safety and event staff and no issues were raised.

EXPECTED LENGTH OF PRESENTATION:

None

SUBMITTED BY:

Rachel Johnson, Parks & Events Coordinator

BUDGET AMENDMENT REQUIRED: No



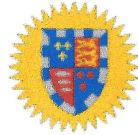
BEAUFORT LIONS FOUNDATION
TOWN OF BEAUFORT
EVENT APPLICATION

*For the 2025 Beaufort Bridge Run
5K & 1+ Mile Dog Strut*

Date Application Received:

3.

Permit Number:



TOWN of
BEAUFORT
NORTH CAROLINA

APPLICATION FOR SPECIAL EVENT PERMIT

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

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

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

EVENT BASICS

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

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

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

Run by: Beaufort NC Lions Club

Applicant (Organizer) Name: David Daly Contact # 919.270.8071

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

Type of Event:

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

- Music Event
- Other _____

Actual Event Date(s): 11-01-2025 Time of Event: 8:00am

Set-Up Date: 11-01-2025 Start Time: 6:00am

Tear Down Date: 11-01-2025 End Time: 9:30am

Estimated Attendance: 250-300 Admission Fees: \$35.00 - \$40.00

Event Description:

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

ORGANIZER/APPLICANT INFORMATION

Name of Organization: Beaufort NC Lions Club

Primary Contact Person: David Daly

Mailing Address: 218 Gordon Street, Beaufort, NC 28516

Email: davidrdaly@gmail.com

Daytime Phone #: 919.270.8071 Cell Phone #: 919.270.8071

Alternate Contact Person: Dot Crumley Phone #: 336.403.0599

Is your group a non-profit organization? Yes If yes, please provide documentation with your application.

SITE PLAN

Site Plan Attached

- Yes
- No

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

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

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

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

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

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

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

OTHER EVENT DETAILS

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

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

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

ALCOHOL

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

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

X  (Applicant's Signature)

ROAD CLOSURES

Does your event require a road closure? YES ____ NO

Please provide specifics below:

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

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

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

PARKING/PARKING LOTS

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

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

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

Bicycle Parking: Yes _____ No

Additional Handicap Parking: Yes _____ No Location: _____

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

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

PARADE/WALK INFORMATION

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

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

Parade Start Time: 8:00am

EMERGENCY MANAGEMENT

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

Designated Emergency personal/liaison (onsite): Dot Crumley

Cell #: 336.403.0599 Other Contact: David Daly

How will your event staff react to severe weather?

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

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

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

RISK ASSESSMENT

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

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

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

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

TENTS

Will you have tents at your event? _____ YES NO

Please list the tent sizes: _____

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

FOOD

Will there be food served at your event? _____ YES NO

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

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

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

VENDORS

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

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

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

CHECKLIST

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

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

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

Applicant's Signature  Date 02-27-2025

Internal Use Only
 Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.
 Permit Issue Date: _____
 Authorized Signature: _____

Insurance Certificate: Yes ___ No ___
 Permit Fee: Yes ___ No ___
 BOC Approval Date: _____
 Police Chief Approval: _____
 Fire Chief Approval: _____

SOSID: 1446464
Date Filed: 5/19/2015 2:11:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2015 121 02071

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Beaufort Lions Club

2. (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: Dot Crumley

4. The street address and county of the initial registered agent's office of the corporation is:

Number and Street: 108 Ricks Ave
City: Beaufort State: NC Zip Code: 28516 County: Carteret

The mailing address if different from the street address of the initial registered agent's office is:

Number and Street or PO Box: PO Box 876
City: Beaufort State: NC Zip Code: 28516 County: Carteret

5. The name and address of each incorporator is as follows:

Dot Crumley 108 Ricks Ave Beaufort NC 28516

6. (Check either a or b below.)
a. The corporation will have members.
b. The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

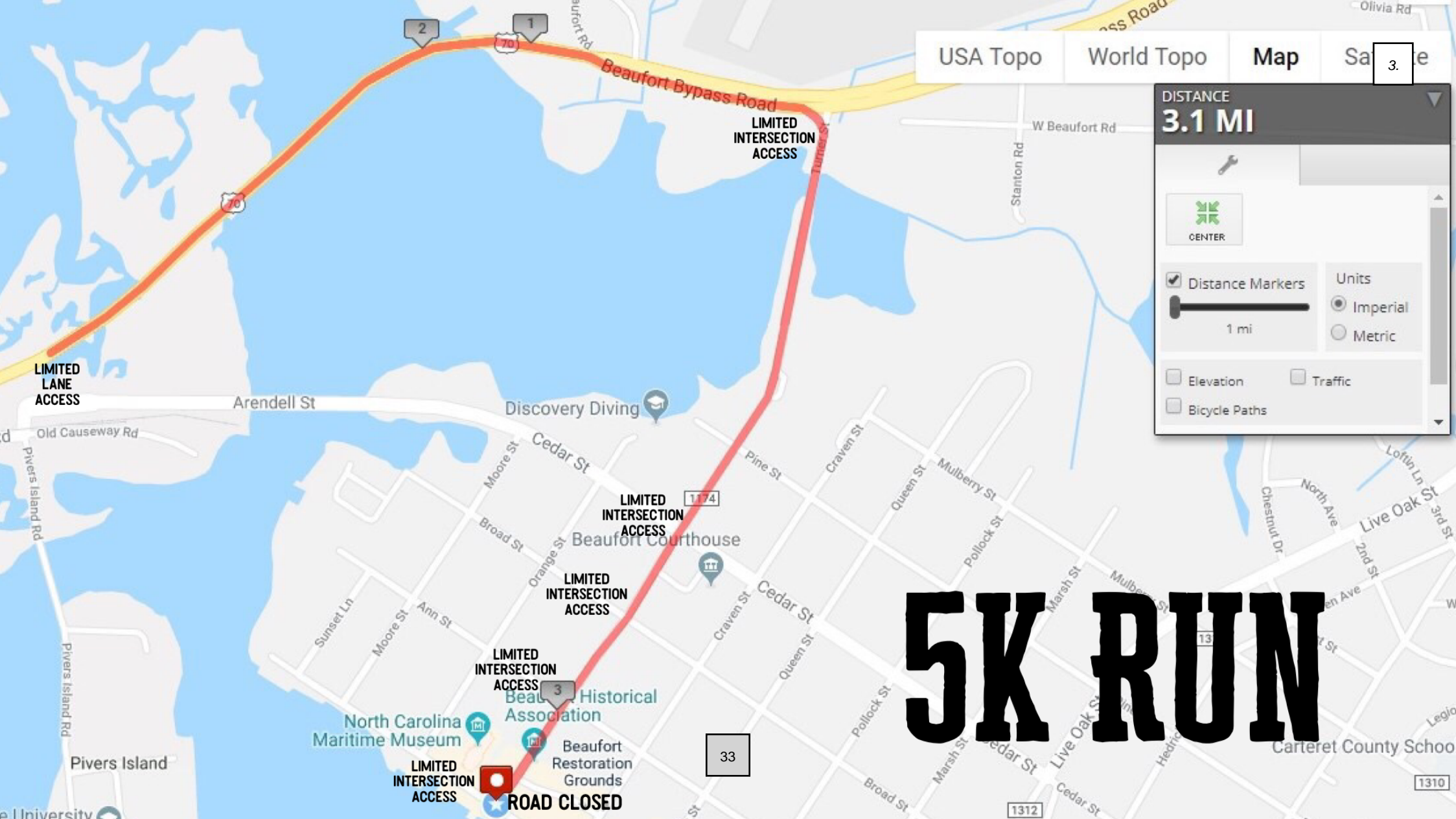
DISTANCE
3.1 MI

CENTER

Distance Markers Units
Imperial Metric

Elevation Traffic

Bicycle Paths



5K RUN

LIMITED LANE ACCESS

LIMITED INTERSECTION ACCESS

LIMITED INTERSECTION ACCESS

LIMITED INTERSECTION ACCESS

LIMITED INTERSECTION ACCESS

LIMITED INTERSECTION ACCESS

ROAD CLOSED

33

1312

1310



DISTANCE
1.4 MI

CENTER

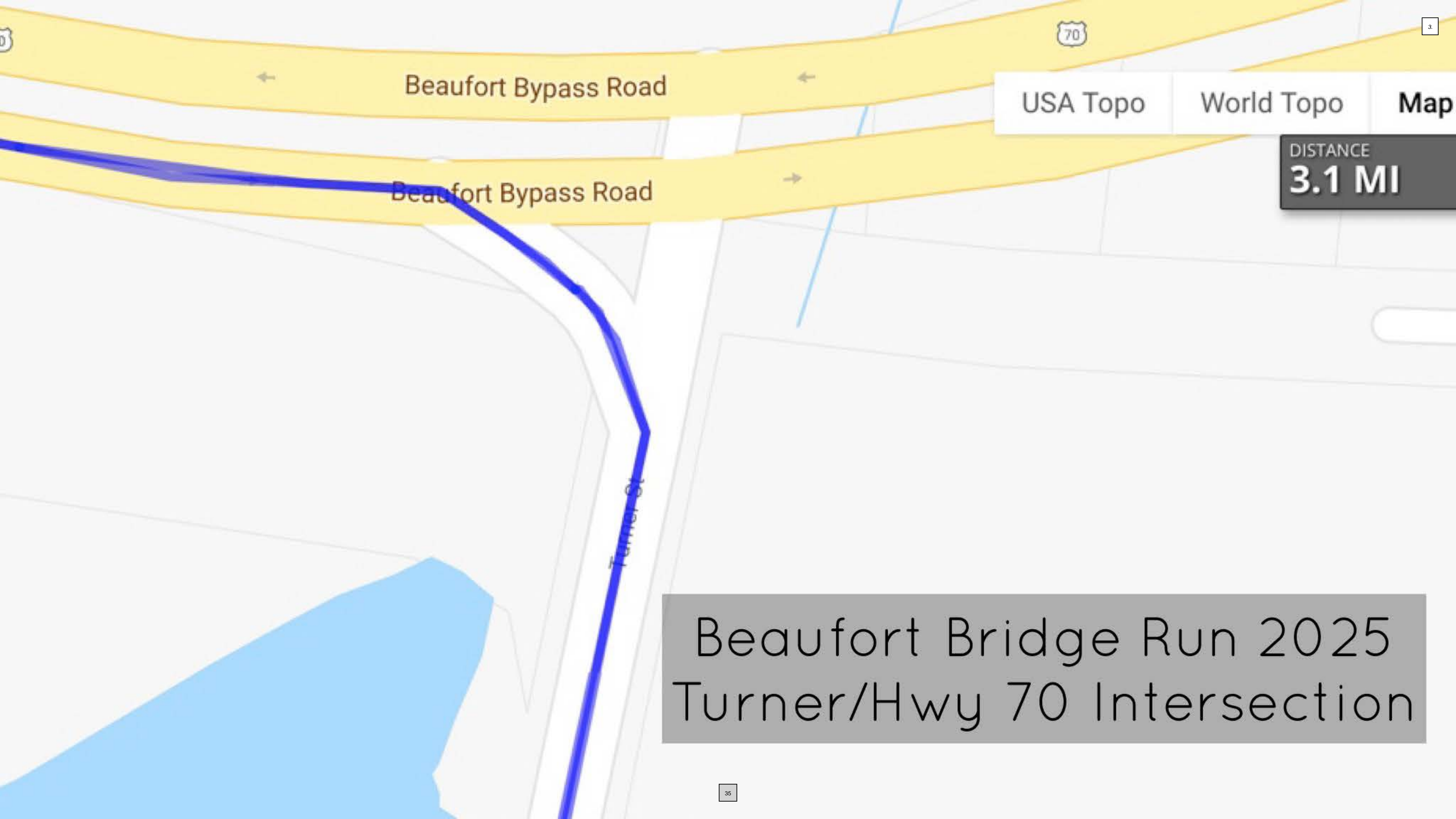
Distance Markers
1 mi

Units
 Imperial
 Metric

Elevation
 Traffic

Bicycle Paths

1+ MILE WALK



Beaufort Bypass Road

Beaufort Bypass Road

Turner St

70

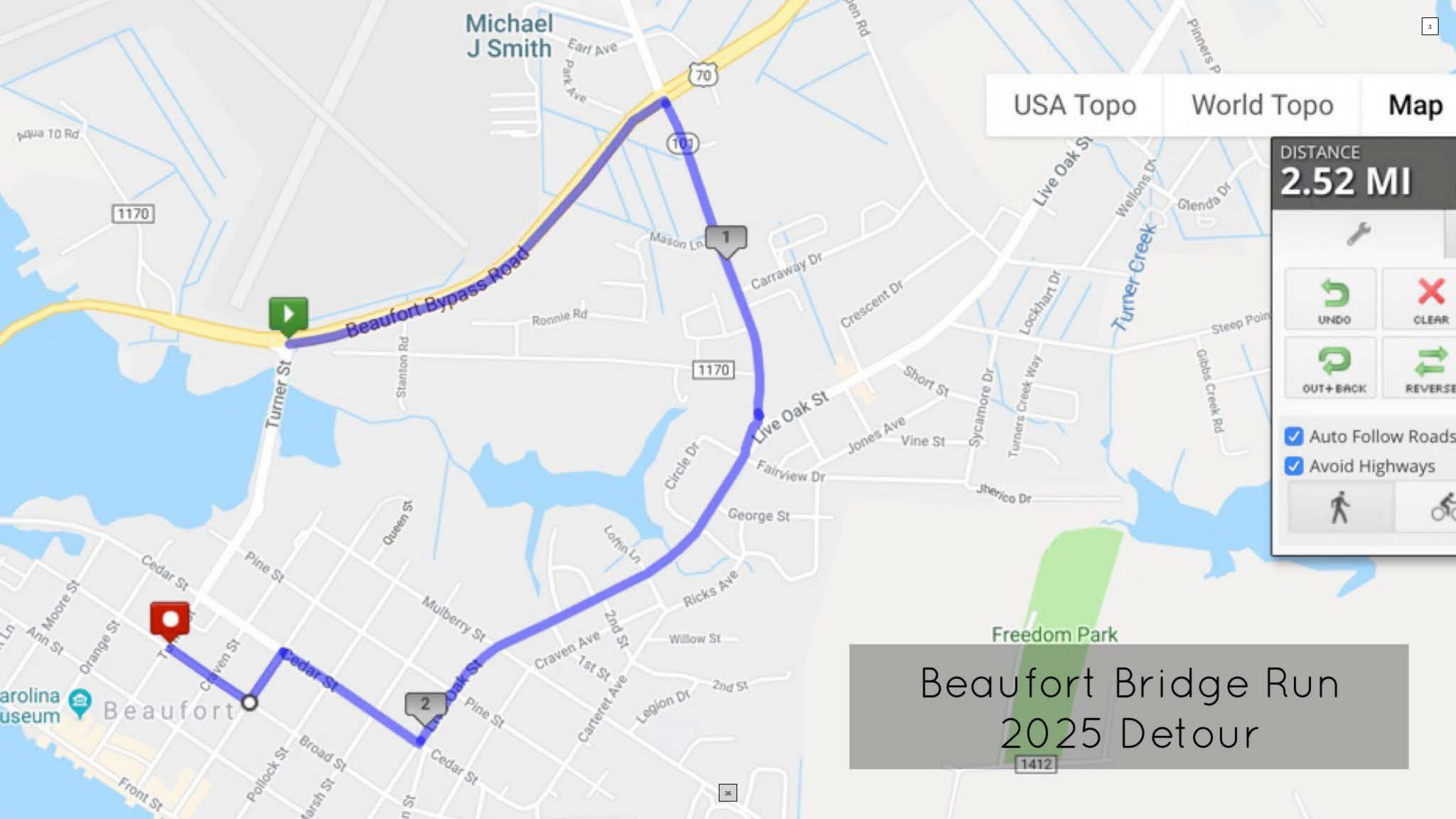
USA Topo

World Topo

Map

DISTANCE
3.1 MI

Beaufort Bridge Run 2025
Turner/Hwy 70 Intersection



USA Topo World Topo Map

DISTANCE
2.52 MI

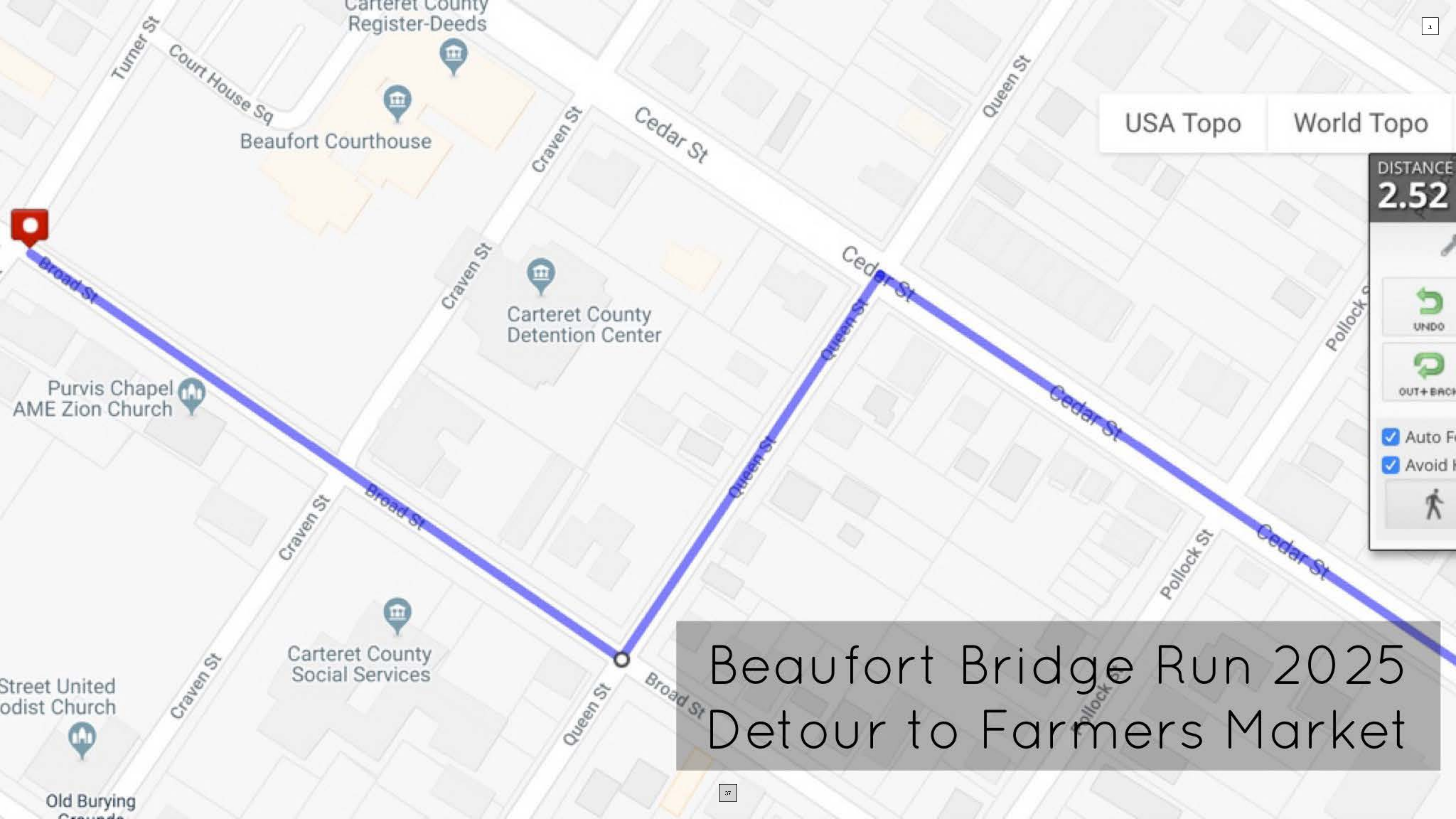
UNDO CLEAR

OUT+BACK REVERSE

Auto Follow Roads

Avoid Highways

Beaufort Bridge Run
2025 Detour



USA Topo World Topo

DISTANCE
2.52

UNDO

OUT+BACK

Auto F
 Avoid H



Beaufort Bridge Run 2025
Detour to Farmers Market



TURNER STREET
Sponsor Banners
(on rail)

Start-Finish Line

Public Address



MIDDLE LANE

Check-In
A - H

Check-In
I - P

Check-In
Q - Z

Late
Registration

Lions Club
Volunteers

Water

T-
Shirts



SITE MAP 2025

Dogs
Registration

Road Closed



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, March 10, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: FY 2025 Audit Contract

BRIEF SUMMARY:

Martin Starnes and Associates have provided the contract for the FY 2025 Audit.

The cost of the FY 24 audit was \$31,275. The fees for the FY 2025 audit will be \$42,100. This cost includes the fees (\$4,000) for the single audit and up to three major programs. In the event testing is not required for three major programs and a single audit is not required, the fees will be adjusted accordingly. (Up to \$8,000 less than the quoted amount.)

REQUESTED ACTION:

Approve the FY 2025 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 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25
-----	--------------------------------	---

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. 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). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

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 *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 \$750,000 for a federal single audit and \$500,000 for a State Single 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 staffs 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 to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/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 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 auditor's receipt of an updated peer review report. If the audit firm received 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. 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 same 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 his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. 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, commonly referred to as "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 §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.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 and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 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 NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. 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 pre-audited if the change includes a change in audit fee (pre-audit 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 Item 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, pre-audited (pre-audit 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. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** 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 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, s/he must document and include in the audit workpapers how he/she 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 body 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. The auditor's presentation to the government unit's governing body 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 set by the Accounting Standards Board or its successor;
 - 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 body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 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. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

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 Item 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: Individual at 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 Items 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 form for correction.

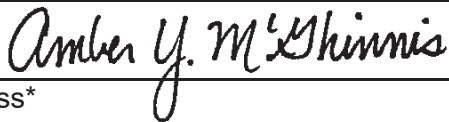
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, 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 20 NCAC .0503 shall be submitted to the Commission 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)	\$ 33,400 (\$29,400 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)	\$ 4,700
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 42,100 (includes 3 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* 
Date* 02/12/25	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 E. 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 – PRE-AUDIT CERTIFICATE

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

This instrument has been pre-audited 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:	\$ 42,100 (includes 3 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Christi Wood, Finance Director	Signature*
Date of Pre-Audit 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)* N/A	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

This instrument has been pre-audited 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)* N/A	Signature*
Date of Pre-Audit 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, March 10, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Amendment to Pivot Parking Contract

BRIEF SUMMARY:

The attached amendment amends the enforcement dates and the Incentive Management Fee threshold.

The enforcement dates will be May 5th- October 31st of each calendar year.

The amendment is effective March 1, 2025.

The Incentive Management Fee threshold will change from \$300,000 (old) to \$150,000 (new). IMF calculations will be calculated accordingly.

REQUESTED ACTION:

Approve the amended Pivot contract.

EXPECTED LENGTH OF PRESENTATION:

Items of Consent

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

No

**CONTRACT AMENDMENT
TO PARKING ON-STREET OPERATION AGREEMENT**

This Contract Amendment ("Amendment") is made and entered into this ___ day of _____, **2025**, by and between **Town of Beaufort, NC** ("Client") and **P2 of NC, LLC dba Pivot of NC, LLC** ("Operator"). This Amendment modifies the existing **Agreement for Parking Management Services** dated **April 9, 2024** ("Agreement").

WHEREAS:

1. The Client and Operator previously entered into the Agreement for the management and enforcement of on-street paid parking.
2. The Client and Operator wish to amend certain provisions of the Agreement regarding enforcement dates and the Incentive Management Fee (IMF) calculation threshold.

NOW, THEREFORE, the parties agree to the following amendments:

1. Modification of Paid Parking Enforcement Period

Section **2.3 Permanent Additions, Deletions and Changes to Services** of the Agreement is hereby amended to reflect that paid parking enforcement shall now be in effect from **May 5th through October 31** of each calendar year. All enforcement policies, procedures, and penalties shall remain in effect during this revised enforcement period.

2. Adjustment of Gross Revenue Threshold for IMF Calculation

Section **7.1 Compensation** of the Agreement is hereby amended to adjust the threshold for gross revenue calculation related to the **Incentive Management Fee (IMF)**. The new threshold for annual gross revenue calculations shall be set at **\$150,000.00 [New Threshold Amount]**, replacing the previously agreed-upon threshold of **\$300,000.00[Old Threshold Amount]**. IMF calculations will be calculated accordingly based on this revised threshold and paid monthly.

3. No Other Changes

Except as specifically modified herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. Effective Date

This Amendment shall take effect as of **March 1, 2025** and shall be considered an integral part of the Agreement.

5. Execution

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

CLIENT:

Town of Beaufort, NC

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR:

P2 of NC, LLC dba Pivot of NC, LLC

By: _____

Name: _____

Title: _____

Date: _____



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, March 10, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: NCBIWA Resolution

REQUESTED ACTION:

Approval of the attached NCBIWA Resolution of Support for Updating the 2016 Beach and Inlet Management Plan (BIMP).

SUMBITTED BY:

Mayor Sharon Harker



**NCBIWA RESOLUTION OF SUPPORT FOR UPDATING
THE 2016 BEACH AND INLET MANAGEMENT PLAN (BIMP)
RESOLUTION NO. 25-_____**

WHEREAS, the first BIMP was funded via House Bill 1840 (Session Law 2000-67) and completed in 2009 which provided necessary information to address North Carolina’s (N.C.) natural resources, funding mechanisms and strategies for the comprehensive management of the state’s ocean & inlet shorelines; and

WHEREAS, the BIMP provided needed socioeconomic values of N.C. beaches & recommended management strategies; and

WHEREAS, in 2016, an updated BIMP provided new coastal & socioeconomic data & reflected policy changes implemented since the original Plan including the latest beach nourishment and dredging activities completed over the previous seven (7) years; and

WHEREAS, in 2016, an updated BIMP projected the necessary needed funding to maintain the state’s coastline while offering several possible revenue options; and

WHEREAS, due to healthy growth in N.C. coastal communities, a regularly updated BIMP must be conducted to effectively steer state and local management resources in complex planning in support of 326 miles of ocean shoreline, barrier islands, and 19 active inlet complexes that collectively generate over \$4+ billion in annual revenues; and

BE IT FURTHER RESOLVED, that this Resolution of Support be made known to the members of the North Carolina General Assembly.

Adopted by the Town of Beaufort Board of Commissioners on this 10th day of March 2025.

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, March 10, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Lease with Island Express Ferry Service LLC

BACKGROUND:

This item for consideration is a Ten (10) year Lease Agreement for Island Express Ferry Service LLC to utilize three (3) dock slips on the Beaufort Waterfront. At the Board of Commissioners February 24th Work Session staff was requested to relook at the initial monthly rate of \$525 per slip.

In review of the terms contained in the Lease Agreement, the Lessee is responsible for the upkeep and maintenance of the docks for the entire ten (10) year term of the lease. As an initial investment, the Lessee is currently prepared to make a \$12,000 upgrade to the existing dock and associated “finger” piers. In addition, the Lessee is responsible for the cost of any utility (electricity and water) services. These commitments by the Lessee impact, in a positive way from the Town’s position, the actual compensation for the three (3) slips.

Island Express Ferry Service has had a presence on the Beaufort Waterfront for the past twelve (12) plus years. As recently as calendar year 2024, 54,000 persons utilized this service to visit Cape Lookout and Shackleford Banks. These visitors contribute to the local economy during their visit to the Beaufort Waterfront and to Carteret County in general.

The “base” lease rate will increase annually by five percent (5%).

REQUESTED ACTION:

The request for the Board of Commissioners consideration is the approval of the lease Agreement as presented subject to the Town Attorney’s legal review.

SUBMITTED BY:

Charlie Burgess, Interim Town Manager

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of the Contract Date, and is effective as of the Effective Date, by and between the Town of Beaufort, a North Carolina Municipal Corporation, referred to hereinafter to as “**Lessor**” and George J. Aswad, a citizen and resident of Carteret County, North Carolina and Island Express Ferry Service, LLC, a North Carolina limited liability company, collectively referred to hereinafter as “**Lessee**”. “**Contract Date**” shall mean the date on which the last of Lessor and Lessee has signed this Lease “**Effective Date**” shall mean January 1, 2026.

WITNESSETH:

WHEREAS, Town of Beaufort and Island Express Ferry Service, LLC are currently operating under the terms of an existing lease dated August 1, 2024 as amended and restated by that Amended and Restated Lease Agreement dated August 21, 2024 (“**Original Lease**”), for the premises described herein on which Lessee operates its ferry and tour service;

WHEREAS, the Original Lease extends until December 31, 2025, but it is the desire of the parties to enter into this Lease Agreement for a new lease beginning on January 1, 2026;

For and in consideration of the rent provided herein, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree for themselves, their successors, and assigns, as follows:

1. PREMISES. Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Lessee, leases and rents unto Lessee, and Lessee hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the “**Premises**”):

Three boat slips located at Grayden Paul Park, 624 Front Street, Beaufort, NC which are marked as “A”, “B” and “C” on the attached Exhibit A.

2. TERM. The parties acknowledge that the terms and provisions of this Lease shall govern the relationship of the parties beginning January 1, 2026, and that Lessee shall have and hold the Premises for a term beginning **January 1, 2026, the Effective Date**, and ending 120 months thereafter, **December 31, 2036** (“**Expiration Date**”) unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Effective Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

Any holding over after the expiration of the term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month-to-month, at a rental rate of one-hundred fifty percent (150%) of the monthly installments payable during the year immediately preceding such expiration, and shall otherwise be on the terms and conditions herein specified.

3. RENT. Beginning on January 1, 2026, Lessee agrees to pay Lessor without notice, demand, deduction or set off, monthly rental in the amount of **\$1,575.00** per month payable in one lump sum of **\$18,900.00** due in advance on the first day of January of each year during the term hereof. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

The annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted on each Lease Year Anniversary beginning in the 2nd year of the Lease by **Five (5%) percent** over the amount then payable.

If Lessor fails to receive full rental payment within ten (10) days after it becomes due, Lessee shall pay Lessor, as additional rental, a late charge of **Three Percent (3.0%)** of the overdue amount, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Lessor will incur because of such late payment.

4. UTILITY SERVICES. Lessee is responsible and fully liable for all utility costs and expenses serving the Premises including connection and disconnection fees, if any. Lessee is responsible for Lessee’s garbage and refuse collection and disposal to the extent not provided by governmental authorities.

5. TAXES. The Lessee shall pay when due all taxes, levies and charges assessed by the Town of Beaufort and Carteret County imposed or assessed upon Lessee’s personal property installed or brought onto the Premises by the Lessee.

Lessor shall pay when due all taxes including but not limited to, ad valorem, taxes, special assessments and any other governmental charges on the Premises. Lessee shall have no responsibility to reimburse Lessor for taxes paid by Lessor.

6. INSURANCE; WAIVER; INDEMNITY

a. Insurance.

i. Lessor shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Lessor in its reasonable discretion may deem appropriate. Lessee shall have no responsibility to reimburse Lessor for insurance obtained by Lessor.

ii. During the term of this Lease, Lessee shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by

customers of Lessee should Lessee choose to sell alcoholic beverages. The insurance policy provided for herein shall name as “additional insureds” Lessor. Lessee shall provide to Lessor, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Lessee. Lessee shall provide evidence of all insurance required under this Lease to Lessor prior to the Effective Date. All insurance shall be placed with reputable insurance companies licensed in the State of North Carolina and having at least an "A" rating by a recognized rating service.

b. Waiver. Lessor (for itself and its insurer) waives any rights, including rights of subrogation, and Lessee (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Lessor or Lessee arising from any risk generally covered by the “all risks” insurance required to be carried by Lessor and Lessee. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

c. Indemnity. Except as otherwise provided in paragraph (b) above, Lessee indemnifies Lessor for damages proximately caused by the negligence or wrongful conduct of Lessee and Lessee's employees, agents, invitees or contractors. The indemnity provisions in this paragraph cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Lessor and Lessee (as the case may be). The indemnity obligations in this paragraph shall survive the expiration or earlier termination of this Lease.

7. PERMITTED USES. The Premises shall be used for dockage for boats to be used in the operation of a ferry service and/or tour service and other uses that are incidental uses of Lessee’s operation. The Premises shall not be used for any other purposes unless Lessee obtains Lessor’s prior written permission.

Lessee shall comply with and abide by all federal, state, county and municipal statutes and ordinances, laws and regulations affecting the Premises, the improvements thereon, or in any activity on or in such Premises. Lessee shall not cause or permit any waste to occur in the Premises. Lessee shall keep the Premises, and every part thereof, in a clean condition, free from any objectionable noise, loud music, or nuisances.

8. ALTERATIONS, IMPROVEMENTS AND CHANGES. Lessee with the prior written consent of Lessor, which consent shall not unreasonably be withheld, shall have the right to make such alterations, improvements and changes to the Premises as Lessee may deem necessary, provided that the value of the Premises shall not be diminished and the structural integrity of the pier and docks shall not be adversely affected by any such alteration, improvements or changes. Lessee shall be solely responsible for the costs of associated with such modifications including the costs of any permits.

9. MAINTENANCE AND DESTRUCTION.

a. Maintenance. Lessee accepts the Premises in their present condition and agrees they are suited for the Permitted Use. Lessee, at the sole cost and expense of Lessee, at all times during the term hereof shall be responsible for all maintenance and repairs of the Premises, necessary to

keep the Premises in good order, condition and repair and in a tenantable condition. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee.

Lessee agrees to return the Premises to Lessor at the expiration or earlier termination of this Lease, in as good condition and repair as on the Effective Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

b. Destruction. In the event the Premises are destroyed or damaged by fire, storm, flood, wind, casualty, collision, or any other cause whatsoever except for damage or destruction caused by Lessor and its employees or agents, Lessee, at Lessee’s sole cost and expense will rebuild the pier, dock and slips used by Lessee.

Should the event of destruction occur during the final two (2) years of the Term, Lessee in its sole and absolute discretion may elect not to rebuild and may terminate the Lease. Lessee shall provide notice of Lessee’s election within sixty (60) days of the event of such destruction.

In the event of the termination of this Lease under the provisions of this Section both Lessor and Lessee shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease. Upon such termination, all rent shall be prorated as of the date of termination, and in the event rent has been paid in advance, Lessor shall rebate the same for the unexpired period for which payment shall have been made.

c. Lessor’s Obligation. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description, whatsoever to the Premises or improvements thereon except for damages or destruction caused by Lessor, its agents or employees. In the event the damage or destruction is caused by Lessor, its agents or employees, the Lessor shall be responsible for reimbursing Lessee the costs necessary to repair, replace or restore the Premises. Said reimbursement shall be made to Lessee with forty-five (45) days of Lessee presenting Lessor with an itemized invoice for the costs of the same.

10. LIENS. Lessee shall keep all of the Premises and every part thereof free and clear of any and all mechanic's, materialman's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials used or furnished for or in connection with the operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made. or any work or construction, by, for or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all such claims on which any such lien may or could be based, and to indemnify Lessor and all the Premises and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto.

11. RENOVATION OF TOWN DOCKS AND RELOCATION. Lessor reserves the right to renovate the Premises as part of a project undertaken by Lessor to renovate the Beaufort Town Docks. In the event this project occurs, the parties agree that Lessee shall be relocated to another dock along Taylor’s Creek in downtown Beaufort which will accommodate the vessels operated by Lessee. Upon completion of the renovation of the Premises, Lessee will be permitted to return to three slips at Grayden Paul Park.

12. GOVERNMENTAL ORDERS. Lessee, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Lessee’s activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Lessor and Lessee agree, however, that if in order to comply with such requirements the cost to Lessee shall exceed a sum equal to one (1) year’s rent, then Lessee may terminate this Lease by giving written notice of termination to Lessor in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Lessor agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Lessee’s notice given hereunder shall not terminate this Lease.

13. ENVIRONMENTAL LAWS.

a. Lessee covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being “Hazardous Materials Requirements”). Lessee shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Lessee or Lessee’s employees, agents, invitees or contractors, either after their use by Lessee or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

b. Lessee shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Lessee shall provide Lessor with copies of all such items upon request. Lessee shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Lessee, or related in any manner to Hazardous Materials. In addition, Lessee shall provide Lessor with copies of all responses to such correspondence at the time of the response.

c. Lessee hereby indemnifies and holds harmless Lessor, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney’s fees and costs) paid, incurred or suffered by, or asserted against Lessor as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with

respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Lessee or Lessee’s employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Lessee, its agents, employees, invitees or successors in interest.

d. For purposes of this Lease, “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

e. The warranties and indemnities contained in this paragraph 14 shall survive the termination of this Lease.

14. ASSIGNMENT AND SUBLETTING. Lessee shall have the right to assign this Lease or license the use of the Premises to an entity under common control, or in which one or more of the principals of Lessee are also principals of such assignee or licensee, without the written consent of Lessor. Any other assignment or licensing by Lessee shall require the prior written consent of Lessor, which said consent shall not be unreasonably withheld or conditioned. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Lessor. No licensing, sublease or assignment by Lessee shall relieve Lessee of any liability hereunder.

15. LESSEE’S DEFAULT.

a. Events of Default. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an “Event of Default”) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Lessee: (i) Lessee fails to pay when due the rental as provided for herein; (ii) Lessee abandons or vacates the Premises; (iii) Lessee fails to comply with or abide by and perform any non-monetary obligation imposed upon Lessee under this Lease within thirty (30) days after written notice of such breach; (iv) Lessee is adjudicated bankrupt; (v) a permanent receiver is appointed for Lessee’s property; (vi) Lessee, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (vii) Lessee makes an assignment for benefit of creditors; or (viii) Lessee’s effects are levied upon or attached under process against Lessee, which is not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof.

b. Remedies upon Default. Upon the occurrence of Event of Default, Lessor may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (i) Lessor may terminate this Lease by giving written notice to Lessee and upon such termination shall be entitled to recover from Lessee

damages as may be permitted under applicable law; or (ii) Lessor may terminate this Lease by giving written notice to Lessee and, upon such termination, shall be entitled to recover from the Lessee damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated). No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor’s right to collect rent for the period prior to termination thereof.

16. LESSOR'S DEFAULT. In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph.

17. SIGNS. Lessee shall permitted to install signs without the written consent of Lessor so long as the same are in compliance with Town of Beaufort ordinances related to signs.

18. LESSOR’S ENTRY OF PREMISES. Lessee shall permit Lessor and its agents and employees, upon reasonable notice to Lessee, to enter upon the Premises during reasonable hours for purposes of inspecting the same.

19. QUIET ENJOYMENT. Lessor warrants and represents to Lessee that Lessor has full right and power to execute this Lease and that Lessee upon payment of the rent and performance of the terms and conditions contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease subject to the terms hereof.

20. ABANDONMENT. Lessee shall not abandon the Premises at any time during the Lease term. If Lessee shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Lessee and left on the Premises for thirty (30) days, at the option of Lessor, shall be deemed abandoned, and available to Lessor to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

21. NOTICES. Notices required to be given hereunder shall be given in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given on the third day following deposit with the United States Postal Service, or via overnight delivery, in which case notice shall be deemed given on the day of delivery. Such notices shall be addressed to the other party as follows:

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

If to Lessee: Island Express Ferry Service, LLC
Attn: George Aswad
108 J. R. S Ranch Road
Newport, NC 28570

The addresses set forth may be changed from time to time by written notice as provided herein.

The inability to deliver notice because of a change of address for which no notice was given, or rejection or other refusal to accept notice, shall be the notice required hereunder as of the date of such attempted delivery or refusal to accept delivery.

22. MEMORANDUM OF LEASE. Upon request by either Lessor or Lessee, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Rent and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

23. WAIVER. No failure of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor’s right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

24. AUTHORITY. Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

25. ATTORNEYS’ FEES. In case either party hereto commences any litigation against the other involving this Lease, any provisions thereof, or any rights thereunder, the nonprevailing party to such litigation shall pay to the prevailing party thereto, reasonable attorney fees incurred by such prevailing party in such litigation.

26. MISCELLANEOUS.

a. Severability. In the event that any term or condition of this Lease or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder thereof in the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this Lease shall be valid and enforceable to the full extent permitted by law.

b. Paragraph Headings. The paragraph headings used in this Lease are for convenience of reference only and shall not be considered terms of this Lease.

c. Number, Gender. As the context herein may require, the singular shall be deemed to include the plural, the masculine form shall be deemed to include the feminine and neuter, and the neuter form shall be deemed to include the masculine and feminine.

d. Law Applicable. This Lease is entered into in North Carolina and shall be construed under the laws, statutes and ordinances of such jurisdiction.

e. Entire Agreement. This Lease contains the entire agreement and understanding between Lessor and Lessee, and there are no oral understandings, terms or conditions, and neither Lessor nor Lessee has relied upon any representation, express or implied, not contained herein.

f. Additional Instruments. Lessor and Lessee shall execute and deliver any instruments necessary to carry out any agreement, term condition or assurance in this Lease whenever the occasion shall arise and the request for such instrument shall be made.

g. Presumptions. There shall be no presumption or interpretations against any party as a result of drafting, causing to be drafted, or participating in the drafting of this instrument.

h. Identity of Interests. The execution of this Lease or the performance of any act or acts pursuant to the provisions hereof shall not be deemed to have the effect of creating between Lessor and Lessee any relationship of principal and agent, partnership, or relationship other than that of Lessor or Lessee.

i. Counterparts. This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

j. The Original Lease shall terminate and shall be of no further force and effect upon the Effective Date of this Lease.

(SIGNATURE PAGES TO FOLLOW)

(SIGNATURE PAGE TO LEASE AGREEMENT)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

TOWN OF BEAUFORT, a municipal corporation under the laws of the State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

Attest: (TOWN SEAL)

Town Clerk

(SIGNATURE PAGE TO LEASE AGREEMENT)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

George J. Aswad

Island Express Ferry Service, LLC

By: _____

Name: _____

Title: _____

Date: _____



February 27, 2025



Town of Beaufort, NC

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

**Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, March 10, 2025 – 614 Broad Street – Train Depot**

AGENDA CATEGORY: Public Hearing

SUBJECT: Case 25-01 – Staff-initiated text amendment to reflect current Flood Insurance Rate Maps (FIRMs) in the Flood Damage Prevention Ordinance (FDPO)

BRIEF SUMMARY:

Staff initiated this text amendment so that the requirements reflect the Flood Insurance Rate Maps (FIRMs) deemed effective at that time by state and federal regulations.

REQUESTED ACTION:

Discussion on proposed text amendment to the Flood Damage Prevention Ordinance (FDPO)

Decision to amend the Ordinance as staff has proposed; to modify the language of the amendment; or to deny changing the Flood Damage Prevention Ordinance

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Michelle Eitner

Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: Board of Commissioners

From: Michelle Eitner, Town Planner

Date: February 19, 2025

Case No. Case 25-01 – Staff-initiated text amendment to reflect current Flood Insurance Rate Maps (FIRMs) in the Flood Damage Prevention Ordinance (FDPO)

INFORMATION:

The North Carolina Flood Mapping Program (NCFMP), in coordination with the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP), have completed updating the Flood Insurance Rate Maps (FIRMs) in Carteret County. These maps have been several years in the making and may be made effective soon.

Beaufort’s current Flood Damage Prevention Ordinance (FDPO), which is found in Chapter 151 of the Town Code of Ordinances, contains language identifying the outdated 2003 flood maps as the effective maps for floodplain management in Beaufort. NC General Statutes 160D sets out an update for FDPO language to identify whichever maps are currently effective with state and federal regulations. This removes the requirement for communities to update their FDPOs every time maps are updated.

The currently proposed amendment, shown below (red strikethrough deletions and blue underlined additions), is a clarifying update to language needed as the flood maps are changing. The remainder of anticipated functional and policy changes for the FDPO are included in Module One of the UDO Project.

Sec. 151.07. Basis for establishing the special flood hazard areas.

(A) ~~The special flood hazard areas are those identified by the Federal Emergency Management Agency (FEMA) or produced under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Hazard Boundary Map (FHBM) or Flood Insurance Study (FIS) and its accompanying flood maps such as the Flood Insurance Rate Map(s) (FIRM) and/or the Flood Boundary Floodway Map(s) (FBFM), for Town of Beaufort dated July 16, 2003, which with accompanying supporting data, and any revision thereto, including Letters of Map Amendment or Revision, are adopted by reference and declared to be a part of this chapter. The Special Flood Hazard Areas also include those defined through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated in the FIRM. This includes, but is not limited to, detailed flood data, generated as a requirement hereof; preliminary FIRMS where more stringent than the effective FIRM; or post-disaster flood recovery maps.~~ FEMA designated SFHAs are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its flood insurance study (FIS) and its accompanying FIRM for Carteret County. The most recent FEMA SFHA maps and FIRMs officially adopted by the State of North Carolina and/or FEMA, with accompanying supporting data, including Letters of Map Amendment or Revision, are adopted by reference and declared to be a part of these floodplain regulations. Copies of the effective versions of these maps shall be maintained for public inspection in the Town Planning and Inspections Department as provided in N.C. Gen. Stat. § 160D-105.

OPTIONS:

1. Adopt FDPO amendment as proposed
2. Adopt FDPO amendment with altered language
3. Deny FDPO amendment



**TOWN OF BEAUFORT
PLANNING BOARD**

**RESOLUTION ADVISING THAT PROPOSED AMENDMENT
TO THE FLOOD DAMAGE PREVENTION ORDINANCE IS IN ACCORDANCE
WITH ALL OFFICIALLY ADOPTED PLANS;
IS REASONABLE; AND IS IN THE PUBLIC INTEREST.**

WHEREAS, the North Carolina General Assembly has given the Town of Beaufort (“Town”) the authority to adopt and amend zoning and development regulation ordinances for the purpose of promoting the health, safety, morals, and general welfare of its citizens;

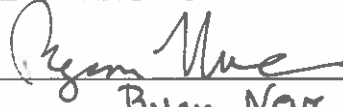
WHEREAS, N.C.G.S. §160D-604(d) requires the Town of Beaufort Planning Board shall advise and comment on whether the proposed action is consistent with the Town of Beaufort CAMA Core Land Use Plan that has been adopted and any other officially adopted plan that is applicable, and provide a written recommendation to the Board of Commissioners that addresses plan consistency and other matters as deemed appropriate by the Planning Board; and

WHEREAS, the Planning Board has in fact met to consider and evaluate the proposed amendments to the Ordinance; and

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Planning Board finds that the proposed amendment to the Flood Damage Prevention Ordinance is in accordance with all officially adopted Town plans for the reasons stated in the Staff Report for Case 25-01, and therefore recommends adoption by the Board of Commissioners. The Planning Board finds that the proposed amendment reasonable and in the public interest because it allows the continuation of the single-family residential use, and is in furtherance of the Town plans, ordinances and regulations.


This Resolution is effective upon its adoption this 17th day of February 2025.

**TOWN OF BEAUFORT
PLANNING BOARD**



Ryan Nave, Chairman

ATTEST:



Bradley Fackler, Acting Secretary

DRAFT ORDINANCE 25-0_

AN ORDINANCE TO AMEND THE TOWN OF BEAUFORT FLOOD DAMAGE PREVENTION ORDINANCE

WHEREAS the Town of Beaufort Flood Damage Prevention Ordinance regulates development in flood-prone areas of Beaufort; and

WHEREAS the Beaufort Flood Damage Prevention Ordinance identifies 2003 Flood Insurance Rate Maps (FIRMs) and staff proposes to amend the language to automatically adopt FIRMs as they are made effective by North Carolina Emergency Management; and

WHEREAS, during their February 17, 2025 meeting, the Beaufort Planning Board reviewed this proposed ordinance text amendment and unanimously recommended its approval; and

WHEREAS, a notice of public hearing to be held during the March 10, 2025 Beaufort Board of Commissioners regular meeting was published in the Carteret County News-Times on February 26, 2025 and March 5, 2025; and

WHEREAS the Board of Commissioners determines that the amendments are reasonable and in the public interest; and

WHEREAS, updating regulatory language to be able to adopt and enforce the most recent effective Flood Insurance Rate Maps (FIRMs) continues resilience efforts of the Beaufort Comprehensive and CAMA Land Use Plan; and

NOW THEREFORE, BE IT ORDAINED the Town of Beaufort Flood Damage Prevention Ordinance shall be amended as follows (changes shown by red strikethrough text deletions and blue underline text additions:

Sec. 151.07. Basis for establishing the special flood hazard areas.

(A) ~~The special flood hazard areas are those identified by the Federal Emergency Management Agency (FEMA) or produced under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Hazard Boundary Map (FHBM) or Flood Insurance Study (FIS) and its accompanying flood maps such as the Flood Insurance Rate Map(s) (FIRM) and/or the Flood Boundary Floodway Map(s) (FBFM), for Town of Beaufort dated July 16, 2003, which with accompanying supporting data, and any revision thereto, including Letters of Map Amendment or Revision, are adopted by reference and declared to be a part of this chapter. The Special Flood Hazard Areas also include those defined through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated in the FIRM. This includes, but is not limited to, detailed flood data, generated as a requirement hereof; preliminary FIRMs where more stringent than the effective FIRM; or post-disaster flood recovery maps.~~ FEMA designated SFHAs are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its flood insurance study (FIS) and its accompanying FIRM for Carteret County. The most recent FEMA SFHA maps and FIRMs officially adopted by the State of North Carolina and/or FEMA, with accompanying supporting data, including Letters of Map Amendment or Revision, are adopted by reference and declared to be a part of these floodplain regulations. Copies of the effective versions of these maps

shall be maintained for public inspection in the Town Planning and Inspections Department as provided in N.C. Gen. Stat. § 160D-105.

Enacted on motion of Commissioner _____ and carried on a vote of _____ in favor and _____ against.

This, the 10th day of March 2025.

TOWN OF BEAUFORT

By: _____
Mayor

Attest:

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

**Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, March 10, 2025 – 614 Broad Street – Train Depot**

AGENDA CATEGORY: Public Hearing
SUBJECT: Case 25-04 – Request to rezone 1113 Live Oak Street from R-8 to RS-5

BRIEF SUMMARY:
Request to rezone 1113 Live Oak Street from R-8 to RS-5 (No CAMA LUP amendment)

REQUESTED ACTION:
Conduct Public Hearing
Decision on Requested Rezoning

EXPECTED LENGTH OF PRESENTATION:
15 Minutes

SUBMITTED BY:
Michelle Eitner
Planner

BUDGET AMENDMENT REQUIRED:
N/A

Staff Report

To: Board of Commissioners
From: Michelle Eitner, Planner

Date: 2/21/2025
Meeting Date: 3/10/2025

Case Number 25-04

Summary of Request: Rezone 1113 Live Oak Street from R-8 to RS-5.

Background

Address and PIN 1113 Live Oak Street – PIN 730619516882000

Location Description Northwest corner of Live Oak Street and Loftin Lane

Lot Size and Dimensions 0.26 acres (3.8u/a density)
Approximately 75’x150’

Owner/Applicant Terry Lee Allen

Current Zoning R-8

Existing Land Use Single-family home

Proposed Zoning RS-5

Proposed Land Use Single-family home

CAMA Future Land Use Map Suburban Residential (Non-Intensification Zone)
Amendment Required Yes No

Adjoining Land Use & Zoning
North Single-family homes, RS-5
South Single-family homes across Live Oak, RS-5
East Single-family home across Loftin, R-8
West Single-family homes, RS-5

Special Flood Hazard Area Yes No

Public Utilities
 Water Available Not Available
 Sewer Available Not Available

Requested Action Approve the request; or Deny the request

Staff Comments

The property at 1113 Live Oak Street is a single-family home currently zoned R-8. The applicant desires to rezone the property to RS-5 in order to have enough space within setbacks to build a detached two-car garage.

The applicant submitted this same request to rezone the property from R-8 to RS-5 in 2022 and was denied. That request required an amendment to the (now former) CAMA Land Use Plan amendment due to a difference in the Future Land Use Classification. According to the minutes of the March 14, 2022 Board of Commissioners meeting at which the request was considered, “Commissioner Terwilliger made a motion to deny the request, on the grounds that the requester does not need to have a rezoning to accomplish what their stated purpose and objective is within the property.”

Under the current Comprehensive and CAMA Land Use Plan (2023), the Future Land Use Classification can be the same for both the R-8 and RS-5 zoning districts, so no amendment is required for this request.

In accordance with NCGS § 160D-605, when adopting or rejecting any rezoning, the Board of Commissioners shall approve a brief statement describing whether its action is consistent or inconsistent with the Town of Beaufort Comprehensive and CAMA Land Use Plan.

Along with this statement of consistency, a statement analyzing the reasonableness of the proposed rezoning shall be approved. This statement of reasonableness may consider, among other factors,






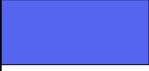

- (i) the size, physical conditions, and other attributes of the area proposed to be rezoned,
- (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community,
- (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment;
- (iv) why the action taken is in the public interest; and
- (v) any changed conditions warranting the amendment.

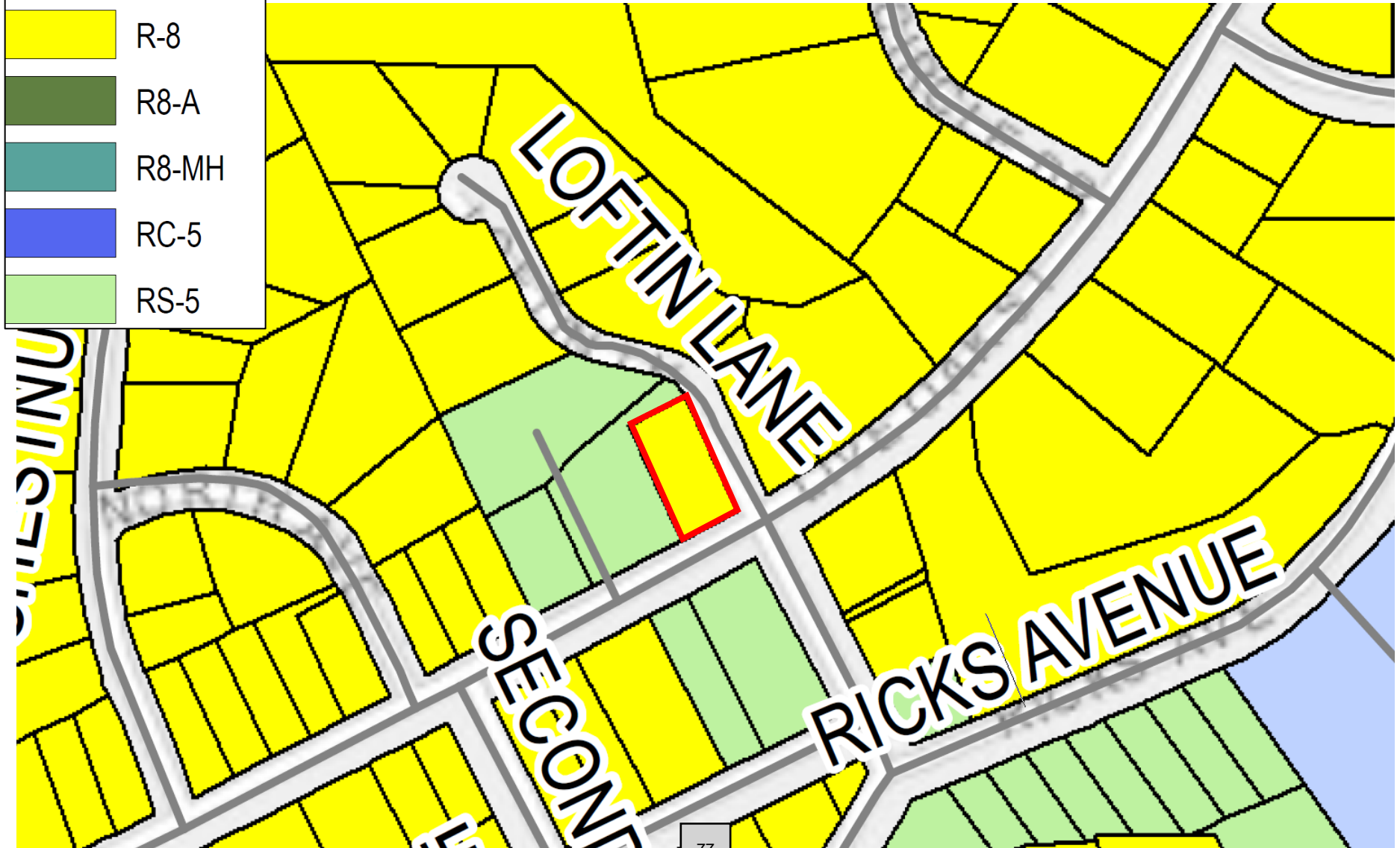
The statement of reasonableness and the plan consistency statement may be approved as a single statement.

- Attachments:**
- Attachment B - Vicinity Map
 - Attachment C - Zoning Map
 - Attachment D - CAMA Land Use Plan Future Land Use Map
 - Attachment E – Notification Certification
 - Attachment F - Application Packet
 - Attachment G - LDO Sections (R-8 & RS-5)
 - Attachment H - CAMA LUP Future Land Use Classification - Suburban Residential
 - Attachment I - Planning Board Consistency Statement
 - Attachment J - Draft Ordinance to Rezone

Case 25-04 1113 Live Oak Street Rezoning Request from R-8 to RS-5

Attachment C – Zoning Map

	PUD
	R-20
	R-8
	R8-A
	R8-MH
	RC-5
	RS-5

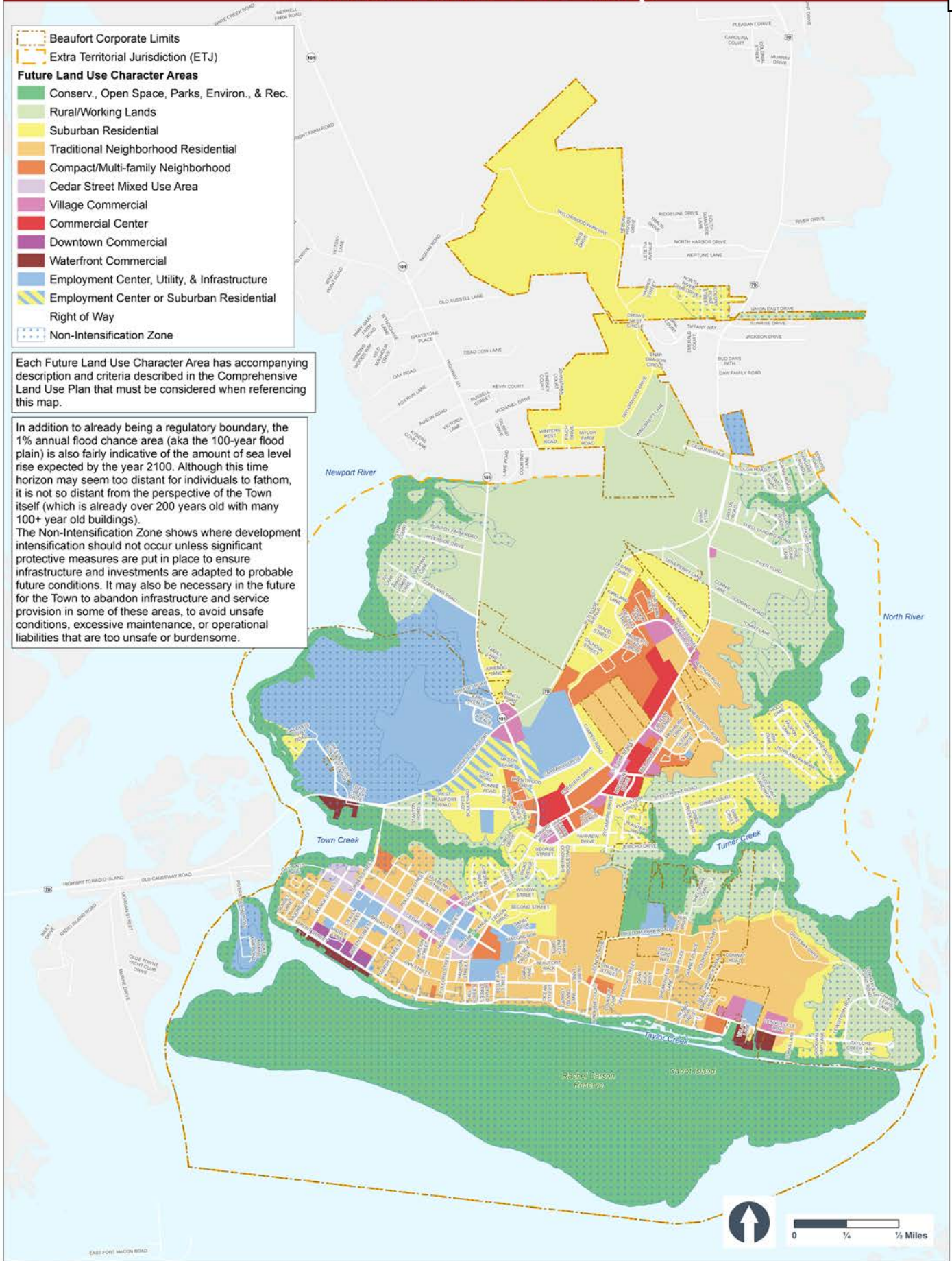


Future Land Use Map

-  Beaufort Corporate Limits
-  Extra Territorial Jurisdiction (ETJ)
- Future Land Use Character Areas**
-  Conserv., Open Space, Parks, Environ., & Rec.
-  Rural/Working Lands
-  Suburban Residential
-  Traditional Neighborhood Residential
-  Compact/Multi-family Neighborhood
-  Cedar Street Mixed Use Area
-  Village Commercial
-  Commercial Center
-  Downtown Commercial
-  Waterfront Commercial
-  Employment Center, Utility, & Infrastructure
-  Employment Center or Suburban Residential
-  Right of Way
-  Non-Intensification Zone

Each Future Land Use Character Area has accompanying description and criteria described in the Comprehensive Land Use Plan that must be considered when referencing this map.

In addition to already being a regulatory boundary, the 1% annual flood chance area (aka the 100-year flood plain) is also fairly indicative of the amount of sea level rise expected by the year 2100. Although this time horizon may seem too distant for individuals to fathom, it is not so distant from the perspective of the Town itself (which is already over 200 years old with many 100+ year old buildings).
 The Non-Intensification Zone shows where development intensification should not occur unless significant protective measures are put in place to ensure infrastructure and investments are adapted to probable future conditions. It may also be necessary in the future for the Town to abandon infrastructure and service provision in some of these areas, to avoid unsafe conditions, excessive maintenance, or operational liabilities that are too unsafe or burdensome.





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

Notification Certification
Case #25-04 1113 Live Oak Street Abutting Neighbors
Rezoning Request for R-8 to RS-5

HENGEL THOMAS ETUX CONSTANCE 1200 LIVE OAK STREET BEAUFORT, NC 28516	NEW VISION TRU WALTER D BRADY 805 FRONT STREET BEAUFORT, NC 28516
ALLEN TERRY LEE 2719 OWEN DR FAYETTEVILLE, NC 28306 2934	LOOSE ROBERT A ETUX MARY C 1110 LIVE OAK ST BEAUFORT, NC 28516
CRENSHAW KATIE 104 LIVE OAK COMMONS BEAUFORT, NC 28516	BISHOP CAROLINE HINTON 1201 LIVE OAK ST BEAUFORT, NC 28516 1615
TIBERIO KELLY 100 LIVE OAK COMMONS BEAUFORT, NC 28516	

I, *Michelle Eitner*, Town Planner for the Town of Beaufort do hereby certify the above subject property owners, applicants, and adjacent property owners were each mailed a letter and vicinity map on February 21, 2025, regarding a request for a rezoning at 1113 Live Oak Street. A sign was posted on the subject property on February 21, 2025 regarding the same. The rezoning request will be heard at the March 10, 2025 Board of Commissioners meeting at the Train Depot, 614 Broad Street, Beaufort, NC, at 6:00 p.m.

Michelle Eitner

Signed

February 21, 2025

Date



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

**APPLICATION FOR AN AMENDMENT TO THE
BEAUFORT ZONING MAP**

Instructions:

Please complete the application below, include all the required attachments and the **\$300.00** for Rezoning request with no Land Use Plan Change or **\$400.00** for Rezoning Request with Land Use Plan Change and return to the Beaufort Town Hall, 701 Front Street or P.O. Box 390, Beaufort, N.C., 28516. Incomplete applications will not be processed and **will be** returned to the applicant. Please contact Planning and Inspections at 252-728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Terry Allen
Applicant Address: 1113 Live Oak St. Beaufort, NC. 28516
Phone Number: (910) 624-8840 Email: terry@eliteairteam.com

Property Owner Name: Terry Allen
Address of Property Owner: 1113 Live Oak St.
Phone Number: (910) 624-8840 Email: terry@eliteairteam.com

PROPERTY INFORMATION

Property Address: 1113 Live Oak St. Beaufort, NC. 28516
15-Digit PIN: 730619516882000 Lot/Block Number: 590014

Size of Property (in square feet or acres): .258
Current Zoning: R-8 Requested Zoning: RS-5

Current Use of Property: Residential Vacant Commercial Other: _____

[Signature] Date of Applicant's Signature: 1/24/25
Applicant Signature

Property Owner Signature (if different than applicant) Date of Owner's Signature

An application fee of **\$300.00** for Rezoning request with no Land Use Plan Change or **\$400.00** for Rezoning Request with Land Use Plan Change, either in cash, money order, or check made payable to the "Town of Beaufort," should accompany this application. Payments can be made in person on the day of submittal and at such time, a credit card can be used to make the payment. Credit card payments are subject to a 3% extra fee.

Terry Allen
1113 Live Oak Street
Beaufort, NC. 28516
(910) 624-8840

Jan. 24th, 2025

Planning and Inspections Department
701 Front Street
Beaufort, NC. 28516

Subject: Rezone Residential Property.

The request to rezone my primary residential property located at 1113 Live Oak St. zone R 8 to RS 5 (Pin # 730619516882000).

The reason for this request is to add a detached garage. Thank you in advance for your time concerning this request.

Sincerely:



Terry L. Allen

Terry Allen
1113 Live Oak Street
Beaufort, NC. 28516
(910) 624-8840

Jan. 24th, 2025

Planning and Inspections Department
701 Front Street
Beaufort, NC. 28516

Subject: Rezone Residential Property.

The residential property located at 1113 Live Oak St. is my primary residence and is not for sale (Pin # 730619516882000).

Thank you in advance for your time concerning this request.

Sincerely:



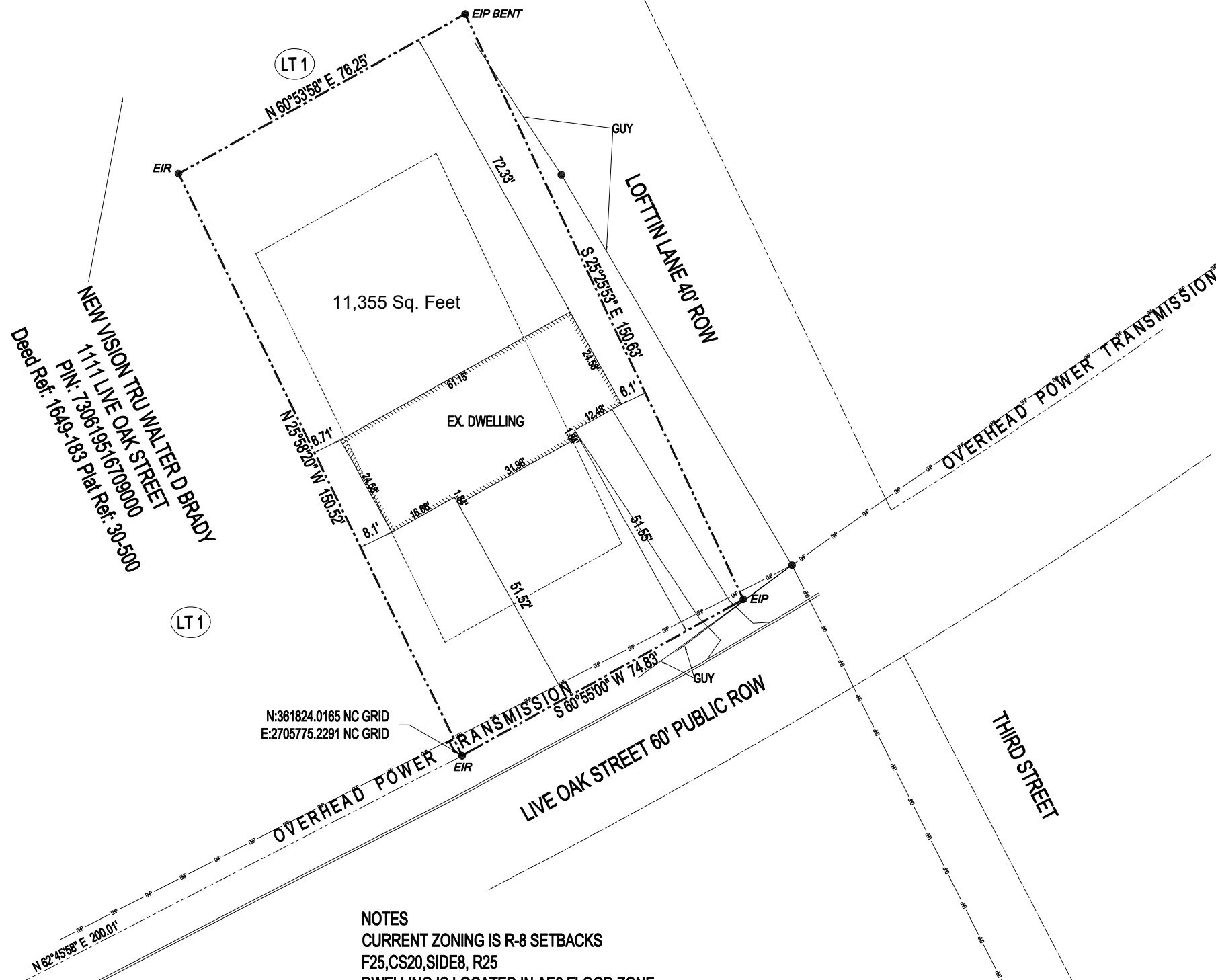
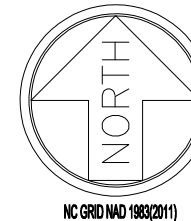
Terry L. Allen.

SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, CERTIFY THAT THIS PLAT WAS DRAWN BY ME (X), DRAWN UNDER MY SUPERVISION (), FROM AN ACTUAL SURVEY MADE BY ME (X), MADE UNDER MY SUPERVISION (); THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATE METHOD IS 1:10,000+; REGISTRATION NUMBER, AND SEAL THIS 28TH DAY OF APRIL, A.D. 2021.

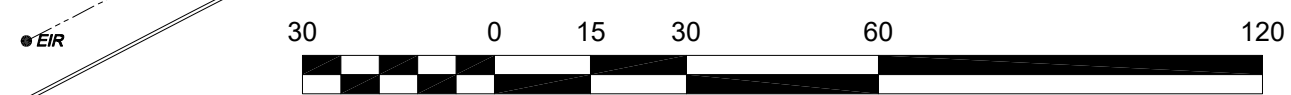
JAMES I. PHILLIPS III RLS NO. L-3151

THIS IS AN EXISTING PARCEL OF LAND



- LEGEND**
- EIP-EXISTING IRON PIPE
 - EIR-EXISTING IRON ROD
 - ECM-EXISTING CONCRETE MONUMENT
 - EA-EXISTING AXLE
 - EN-EXISTING NAIL
 - EPK-EXISTING PK NAIL
 - POINT-NOTHING EXISTING OR SET
 - NGGS-NORTH CAROLINA GEODETIC SURVEY
 - NGS-NATIONAL GEODETIC SURVEY
 - R1W-MON-NC DOT MONUMENT
 - SIP-SET IRON PIPE
 - SIR-SET IRON PIPE
 - SCM-SET CONCRETE MONUMENT
 - EA-SET AXLE
 - SN-SET NAIL
 - SPK-SET PK NAIL
 - OP-OVERHEAD POWER
 - NOT HELD-NOT CONSIDERED PART OF SURVEY
 - NHWL-NORMAL HIGH WATER LINE
 - AEC-AREA OF ENVIRONMENTAL CONCERN
 - NAVD-NORTH AMERICAN VERTICAL DATUM
 - NAD-NORTH AMERICAN HORIZONTAL DATUM
 - PP-POWER POLE
 - UT-UNDERGROUND TELEPHONE
 - UP-UNDERGROUND POWER
 - UWL-UNDERGROUND WATER
 - DL-DRILL HOLE

NOTES
CURRENT ZONING IS R-8 SETBACKS
F25,CS20,SIDE8, R25
DWELLING IS LOCATED IN AE6 FLOOD ZONE



RETRACEMENT AND PHYSICAL SURVEY FOR
TERRY LEE ALLEN
1113 LIVE OAK ST
TOWN OF BEAUFORT, BEAUFORT TOWNSHIP
CARTERET COUNTY, N.C.
SCALE 1"=30'

PRESENT OWNER: SAME		REVISIONS	
DEED REF: BOOK PAGE 1582/176			
MAP REF: BOOK PAGE NONE			
PARCEL NUMBER: 730619516882000			
SHEET: 1 OF 1			
JOB #: 21-059			
DATE OF FIELD SURVEY: 4-28-2021		DATE OF MAPPING: 4-28-2021	
SURVEY BY: JIP	DRAWN BY: JIP	CHECKED BY: JIP	
JAMES I. PHILLIPS LAND SURVEYING PO BOX 2103, 379 Arrington Rd., Beaufort, N.C. 28516 252-728-5848 phone jip3@coastalnet.com			

o) Management of the Recreational Vehicle Park.

- i) It shall be unlawful for a person to park or store a manufactured home in a recreational vehicle park for longer than seven days. However, one manufactured home may be allowed within an RV park to be used as an office and/or residence of the persons responsible for the operation and maintenance of the park.
- ii) It shall be the duty of the operator of an RV park to keep an accurate ledger containing a record of all occupants of the RV park. The operator shall keep the ledger available at all times for inspection by law enforcement officials, public health officials, and other officials whose duties necessitate acquisition of the information contained in the ledger.
- iii) The ledger shall contain the following information:
 - Name and permanent address of the occupants of each space;
 - Dates entering and exiting the park; and,
 - The vehicle license plate number with the state of issuance for the license plate, make, and type of vehicle for each car, truck, camping vehicle, etc. staying within the RV park.

C) ***R-8 Residential Medium Density District.***

This residential zoning district is established as a medium density zoning district in which the principle use of the land is for single-family dwelling units. The regulations of this zoning district are intended to provide areas of the community for those persons desiring residences in relatively medium density areas. No buildings, houses, or structures, excepting noncommercial docks or piers as specified in Section 2(H) of this Ordinance, will be erected on the south side of Front Street in this district. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.

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

2) Minimum Lot Width.

All lots in the R-8 district shall have a minimum lot width of sixty feet (60') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

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

Table 7-9 Interior Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
R-8	25 feet	25 feet	8 feet	35 feet

Table 7-10 Corner Lot Requirements

<i>District</i>	<i>Designated Front (Right-of-Way) Setback</i>	<i>Designated Side (Right-of-Way) Setback</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
R-8	25 feet	20 feet	25 feet	8 feet	35 feet

Table 7-11 Double Frontage Lot Requirements

<i>District</i>	<i>Designated Front (Right-of-Way) Setback</i>	<i>Designated Rear (Right-of-Way) Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
R-8	25 feet	15 feet	8 feet	35 feet

Where a lot extends across Front Street, the above setbacks shall apply to the portion of the lot north of Front Street. The docks or piers permitted on the south side of Front Street will be subject to an eight feet (8') side setback, or any more restrictive setback required by CAMA or the regulations promulgated thereunder.

4) Accessory Building Setback Requirements.

All accessory buildings shall comply with all setback provisions of this Ordinance, including but not limited to Section 2(F), Section 6 and Section 15 of this Ordinance.

5) Permitted Uses.

Antenna Co-Location on Existing Tower	Neighborhood Recreation Center, Indoor/Outdoor, Private
Athletic Field, Public	Neighborhood Recreation Center, Public
Carport	Park, Public
Community Garden	Public Utility Facility
Dock	Resource Conservation Area
Dwelling, Single-Family	Shed
Family Care Homes	Swimming Pool (Personal Use)
Garage, Private Detached	Temporary Construction Trailer
Government/Non-Profit Owned/Operated Facilities & Services	Utility Minor
Group Home	Vehicle Charging Station
Home Occupation	

6) Special Uses (*Special Uses* requirements may be found in Section 20 of this Ordinance).

Accessory Dwelling Unit	Marina
Athletic Field, Private	Outdoor Amphitheater, Public
Bed & Breakfast	Preschool
Cemetery/Graveyard	Produce Stand/Farmers' Market
Club, Lodge, or Hall	Public Safety Station
Concealed (Stealth) Antennae & Towers	Religious Institution
Day Care/Child Care Home	Satellite Dish Antenna
Golf Course, Privately-Owned	School, Post-Secondary
Golf Driving Range	Utility Facility

F) **RS-5 Residential Single-Family 5 Development District.**

This residential district classification is intended for existing or older neighborhoods characterized by single-family residences on relatively smaller lots and provides reduced setback requirements and a defined street orientation. The purpose of this district is to provide relief to existing lots of record which make them difficult to be developed as single-family residences. The RS-5 district has a fifty percent (50%) lot coverage restriction which must be maintained. No buildings, houses, or structures, excepting noncommercial docks or piers as specified in Section 2(H) of this Ordinance, will be erected on the south side of Front Street in this district. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

1) Minimum Lot Size.

All lots in the RS-5 district shall be a minimum of five thousand square feet (5,000 ft²).

2) Residential Density.

- a) All lots in the RS-5 district shall be limited to one single-family detached dwelling per lot.
- b) All lots in the RS-5 district shall not exceed an impervious surface area requirement of fifty percent (50%).

3) Minimum Lot Width.

All lots in the RS-5 district shall have a minimum lot width of fifty feet (50') at the minimum building line.

4) Building Setback and Building Height Requirements and Limitations.

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

Table 7-17 Interior Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
RS-5	20 feet	15 feet	5 feet	35 feet

Table 7-18 Corner Lot Requirements

<i>District</i>	<i>Designated Front (Right-of-Way) Setback</i>	<i>Designated Side (Right-of-Way) Setback</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
RS-5	20 feet	10 feet	15 feet	5 feet	35 feet

Table 7-19 Double Frontage Lot Requirements

<i>District</i>	<i>Designated Front (Right-of-Way) Setback</i>	<i>Designated Rear (Right-of-Way) Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
RS-5	20 feet	20 feet	5 feet	35 feet

Where a lot extends across Front Street, the above setbacks shall apply to the portion of the lot north of Front Street. The docks or piers permitted on the south side of Front Street will be subject to an eight feet (8') side setback, or any more restrictive setback required by CAMA, or the regulations promulgated thereunder.

5) Accessory Building Setback Requirements.

All accessory buildings shall comply with all setback provisions of this Ordinance, including but not limited to Section 2(F), Section 6 and Section 15 of this Ordinance.

6) Permitted Uses.

Antenna Co-Location on Existing Towers	Indoor/Outdoor, Private Neighborhood Recreation Center, Public
Athletic Field, Public	Park, Public
Carport	Public Safety Station
Community Garden	Public Utility Facility
Dock	Resource Conservation Area
Dwelling, Single-Family	Shed
Family Care Homes	Swimming Pool (Personal Use)
Garage, Private Detached	Temporary Construction Trailer
Government/Non-Profit Owned/Operated Facilities & Services	Utility Minor
Home Occupation	Vehicle Charging Station
Neighborhood Recreation Center,	

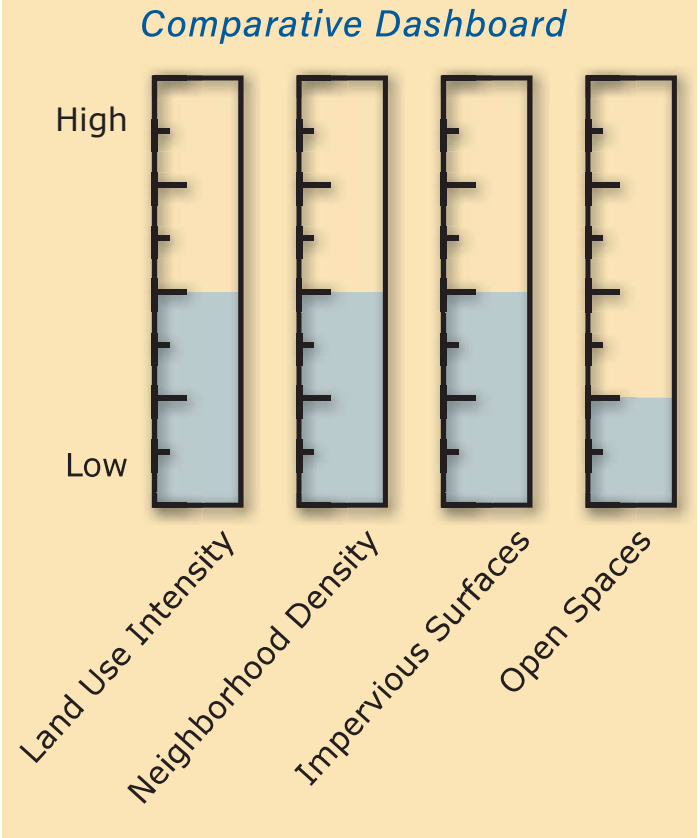
7) Special Uses (*Special Uses* requirements may be found in Section 20 of this Ordinance).

Accessory Dwelling Unit	Marina
Athletic Field, Private	Outdoor Amphitheater, Public
Bed & Breakfast	Preschool
Cemetery/Graveyard	Religious Institution
Club, Lodge, or Hall	Satellite Dish Antenna
Concealed (Stealth) Antennae & Towers	School, Post-Secondary
Golf Course, Privately Owned	Transportation Facility
Golf Driving Range	

Suburban Residential

General Description:

These neighborhoods typically have larger lots or shared open spaces and common areas with a lower overall residential density than in the Traditional Neighborhood. The neighborhoods are still walkable from house to house, but most households probably depend primarily on automobiles for daily trips. Off-street parking is typical of a suburban residential neighborhood and various configurations exist. Residential densities typically range from around 1-3 dwellings per acre, although some developments will exceed that either in localized areas (especially if there are shared open spaces, amenities, or common areas) or overall. In neighborhoods with larger lots, open space is generally on private lots rather than communal.



Streets and Circulation:

These neighborhoods have medium levels of connectivity with low volume, low speed routes. Effort should be made to increase connectivity except in instances where it would excessively harm environmentally sensitive areas. Block lengths should not exceed 650' on a side unless absolutely unavoidable. Pedestrian facilities should be provided on at least one side of every street. Bicycles can share lanes on low volume streets, but on arterials dedicated (and preferably separated) facilities should be provided.

EXAMPLE USES:

Typical Uses

Primarily single family detached residential, with an occasional mix of other highly compatible residential uses scattered throughout, including duplexes, accessory dwellings, and garage apartments. Sometimes, but more rarely, there may also be duplex neighborhoods.

Uses if Context Appropriate

- » Institutional uses (churches, schools, hospital, government, etc)
- » Accessory dwellings
- » House-scale multi-family residential, patio homes, or small townhome developments - very occasionally.

Suburban Residential

Other Concerns:

Extending public facilities (water, sewer, etc.) to these areas may place an increased strain on maintenance budgets since the lower densities and lower taxable value per linear foot of public facilities may not cover the costs of maintenance. This land use type consumes land a greater rate and with fewer homes than the other residential future land use character areas.



Examples of Suburban Residential.



**TOWN OF BEAUFORT
PLANNING BOARD**

**RESOLUTION ADVISING THAT PROPOSED AMENDMENT
TO THE TOWN OF BEAUFORT ZONING MAP IS IN ACCORDANCE
WITH ALL OFFICIALLY ADOPTED PLANS;
IS REASONABLE; AND IS IN THE PUBLIC INTEREST.**

WHEREAS, the North Carolina General Assembly has given the Town of Beaufort (“Town”) the authority to adopt and amend zoning and development regulation ordinances, of which the zoning map is part, for the purpose of promoting the health, safety, morals, and general welfare of its citizens;

WHEREAS, N.C.G.S. §160D-604(d) requires the Town of Beaufort Planning Board shall advise and comment on whether the proposed action is consistent with the Town of Beaufort CAMA Core Land Use Plan that has been adopted and any other officially adopted plan that is applicable, and provide a written recommendation to the Board of Commissioners that addresses plan consistency and other matters as deemed appropriate by the Planning Board; and

WHEREAS, the Planning Board has in fact met to consider and evaluate the proposed zoning map amendment; and

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Planning Board finds that the proposed amendment to the zoning map is in accordance with all officially adopted Town plans for the reasons stated in the Staff Report for Case 25-04, and therefore recommends adoption by the Board of Commissioners. The Planning Board finds that the proposed amendment reasonable and in the public interest because it allows the continuation of the single-family residential use, and is in furtherance of the Town plans, ordinances and regulations.

This Resolution is effective upon its adoption this 17th day of February 2025.

**TOWN OF BEAUFORT
PLANNING BOARD**

Ryan Neve, Chairman

ATTEST

Bradley Fockler, Acting Secretary

**BEAUFORT BOARD OF COMMISSIONERS
AN ORDINANCE TO REZONE
1113 LIVE OAK STREET FROM R-8 TO RS-5
ORDINANCE NO. 25-___**

Owner Terry Lee Allen
Location & PIN: 1113 Live Oak Street – 730619516882000
Lot Size: 0.258 acres
Existing District: R-8 (Residential Medium Density District)
Requested District: RS-5 (Residential Single-family 5 Development District)
Meeting Date: March 10, 2025

WHEREAS, property owner Terry Lee Allen has submitted a request to rezone 1113 Live Oak Street from R-8 to RS-5; and

WHEREAS, the Beaufort Planning Board has convened to consider and prepare a recommendation and consistency statement on the request at its meeting on February 17, 2025, at which time the Planning Board unanimously recommended approval of the request; and

WHEREAS, a notice of public hearing to be held during the March 10, 2025 Beaufort Board of Commissioners regular meeting was published in the Carteret County News-Times on February 26, 2025 and March 5, 2025; and

WHEREAS, the Beaufort Board of Commissioners conducted a public hearing on March 10, 2025, at which time the applicant and/or applicant’s representative was given the opportunity to present arguments, and Town staff was given the opportunity to comment on the application; and

WHEREAS, the Town Board of Commissioners has made the following findings and conclusions:

- The proposed zoning of RS-5 at 1113 Live Oak Street is consistent with surrounding land use patterns and zoning in the area and allows these conditions to continue.
- The proposed zoning of RS-5 at 1113 Live Oak Street is consistent with the Suburban Residential Future Land Use Classification in the Future Land Use Map of the Beaufort Comprehensive and CAMA Land Use Plan,
- The proposed zoning of RS-5 at 1113 Live Oak Street is reasonable and in the public interest.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Commissioners on the basis of the foregoing findings and conclusions that the request to rezone 1113 Live Oak Street (PIN 730619516882000) is approved and the Town’s Zoning Map is amended accordingly.

Enacted on motion of Commissioner _____ and carried on
a vote of _____ in favor and _____ against.

This, the 10th day of March 2025

TOWN OF BEAUFORT

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, March 10, 2025**

AGENDA CATEGORY: Old Business

SUBJECT: Beaufort Waterfront Operations and Finance Committee Update

SUMMARY:

Commissioner Spiegler and Commissioner Gillikin will provide an update from the Beaufort Waterfront Operations and Finance Committee.

Meeting dates and other information related to the committee can be found on the Town’s website: <https://www.beaufortnc.org/boardofcommissioners/page/beaufort-waterfront-operations-finance-committee>

SUBMITTED BY:

Elizabeth Lewis, Town Clerk



Town of Beaufort, NC

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

**Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, March 10, 2025 – 614 Broad Street – Train Depot**

AGENDA CATEGORY: New Business
SUBJECT: Draft UDO Vision Statement

BRIEF SUMMARY:

Consultants with White Smith Cousino will present the draft version of the Vision Statement for the Unified Development Ordinance (UDO)

REQUESTED ACTION:

Presentation of draft vision statement
Discussion and direction

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Michelle Eitner
Planner

BUDGET AMENDMENT REQUIRED:

N/A

Vision for Growth

A future that reflects the history and potential of Beaufort’s neighborhoods, natural resources, and its people.

Goals of the Town’s New Unified Development Ordinance

- Alignment of future growth with the availability of the infrastructure with the carrying capacity to serve it.
- Increased housing options attainable to those living and working in Beaufort, in particular year-round residents.
- Protection of the character of residential neighborhoods by limiting short-term rentals and allowing only limited and compatible non-residential uses.
- Ensuring quality development and redevelopment of commercial and mixed-use areas in all areas of the Town.
- Facilitating growth and building design that reduces impacts on natural resources and habitats, including forests, streams, wetlands and marshes, rivers, and creeks.
- Locating new infrastructure and expansion of existing infrastructure outside of floodplain areas and the Non-Intensification Zone.
- Including building standards and locations that will mitigate damage and facilitate recovery from storms.
- Recognition of the changing shorelines that are predicted over time due to sea level rise.
- Protection of the historic and cultural fabric of the Town including, but not limited to, the historic downtown neighborhoods and vulnerable communities.
- Administrative processes that are as efficient as possible for those using the UDO, including homeowners and small and local businesses, while also achieving important Town objectives and its Vision.
- Zoning and subdivision techniques that encourage efficient development patterns and modes of transportation directed to areas with existing infrastructure or areas in which existing infrastructure can be readily and economically expanded.

Principles Guiding the Development of the UDO

- Consistency with the *Comprehensive and CAMA Land Use Plan* and other adopted Town plans.

- Effectuating relevant aspects of the *CAMA Plan's* 8 Community Goals and the Character Areas drawn on the Future Land Use Map.
- Outreach and opportunities are inclusive of all community members, businesses, and industries, including members of the development community.
- Development of standards that recognize and give equal measure to all communities and areas within the Town's jurisdiction.
- Discussions and opportunities for participation reflect minority representation consistent with the Town's demographics.
- Standards and regulations consistent with the Town's authority under North Carolina law.
- Policy options and standards generate community support and balance multiple aspects relevant to each subject area.
- A format within the final, adopted UDO that is readily accessible to all users, including in hardcopy form as well as online.



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, March 10, 2025**

AGENDA CATEGORY: New Business
SUBJECT: Sewer Allocation Reservation Request
Beaufort EMS Steel Tank Substation

BRIEF SUMMARY:

The applicant Beaufort Rescue & EMS Inc is requesting that 200 gallons per day (gpd) of sewer treatment capacity be allocated for the proposed Steel Tank Rd substation. The capacity is being requested for 2 staff / 2 shifts at 50 gpd/person/shift.

The location at the corner of Steel Tank Rd and HWY-101 is outside of Town Limits and outside of Town water service area. An annexation request will not be required. Water service will be provided by Carolina Water. The proposed sewer connection will be via a low pressure pumping system into the existing low pressure sewer service line that serves Beaufort Fire Station #2.

Applicable sewer tap fee, system development fee, and monthly service will be charged at out of town rates which are 2x in town rates.

REQUESTED ACTION:

Recommend approving allocation request of 200 gpd of sewer capacity to Beaufort Rescue & EMS for Steel Tank Rd substation.

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Sam Bell, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

No



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

WASTEWATER ALLOCATION REQUEST

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

Wastewater Allocation Request Review Fee: \$50

SITE INFORMATION

Name of Project: BEAUFORT RESCUE & EMS Acreage of Property: +/- 1.2
County Tag Number: N/A NC PIN: 639904748004000
Address/Location: 110 STEEL TANK ROAD, BEAUFORT, NC 28516

Zoning District: B-1
Location Status: Town Limits Existing Out-of-Town Service Area
 Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: STROUD ENGINEERING, PA
Mailing Address: 422 HIGHWAY 24, MOREHEAD CITY, NC 28557
Phone Number: 252-247-7479 Fax: 252-247-4098
Contact Person: ALAN FOLEY
Email Address: AFOLEY@STROUDENGINEER.COM

PROPERTY OWNER INFORMATION

Name: BEAUFORT RESCUE & EMS INC
Mailing Address: PO BOX 950, BEAUFORT, NC 28516
Phone Number: 252-728-3255 Fax: 252-728-4887
Email Address: BFTEMS@AOL.COM

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change Use Type: Residential Commercial

Proposed Use(s): SUBSTATION Existing Use(s): VACANT

Developer Name: BEAUFORT RESCUE & EMS INC
 Mailing Address: PO BOX 950, BEAUFORT, NC 28516
 Phone Number: 252-728-3255 Fax Number: 252-728-4887
 Email Address: BFTEMS@AOL.COM

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

The following supplemental information is required:

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

Residential:

Gross Acreage: _____

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

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

Non-Residential: (Design Flow Guideline provided as Appendix A)*

**If design flow deviates from the flow rates presented in Appendix A, provide supporting documentation/justification as an attachment in the form of 12 months of water bills demonstrating gallons per day utilized.*

Gross Acreage: +/- 1.2

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
FIRE/RESCUE ON-SITE STAFF	2 STAFF / 2 SHIFTS	2	50 GAL/PERSON/SHIFT	200
Total	2 STAFF / 2 SHIFTS	2	-----	200

TOTAL REQUESTED GALLONS PER DAY: 200

APPLICANT AFFIDAVIT

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

WILLIAM H. WILLIS III FIVE
BEAUFORT RESCUE & EMS, INC.
Print Name

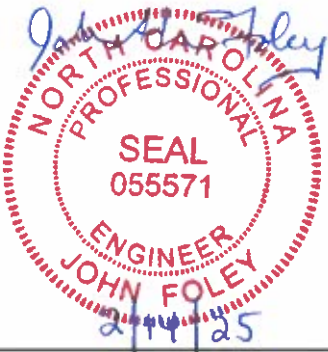
William H. Willis III
Signature of Applicant

02/05/2025
Date

ENGINEER'S CERTIFICATION

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

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



Signed and Dated Professional Engineer Seal

STROUD ENGINEERING, P.A.
Firm Name

422 HIGHWAY 24, MOREHEAD CITY, NC 28557
Address

252-247-7479
Telephone No.

AFOLEY@STROUDENGINEER.COM
Email Address

TOWN OF BEAUFORT OFFICE USE ONLY:

Approved by: Town Engineer
 Board of Comissioners

Allocation approved: _____ gallons per day

Date of Approval: _____

Confirmation signature by:

Town Manager

APPENDIX A: DESIGN FLOW RATES

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

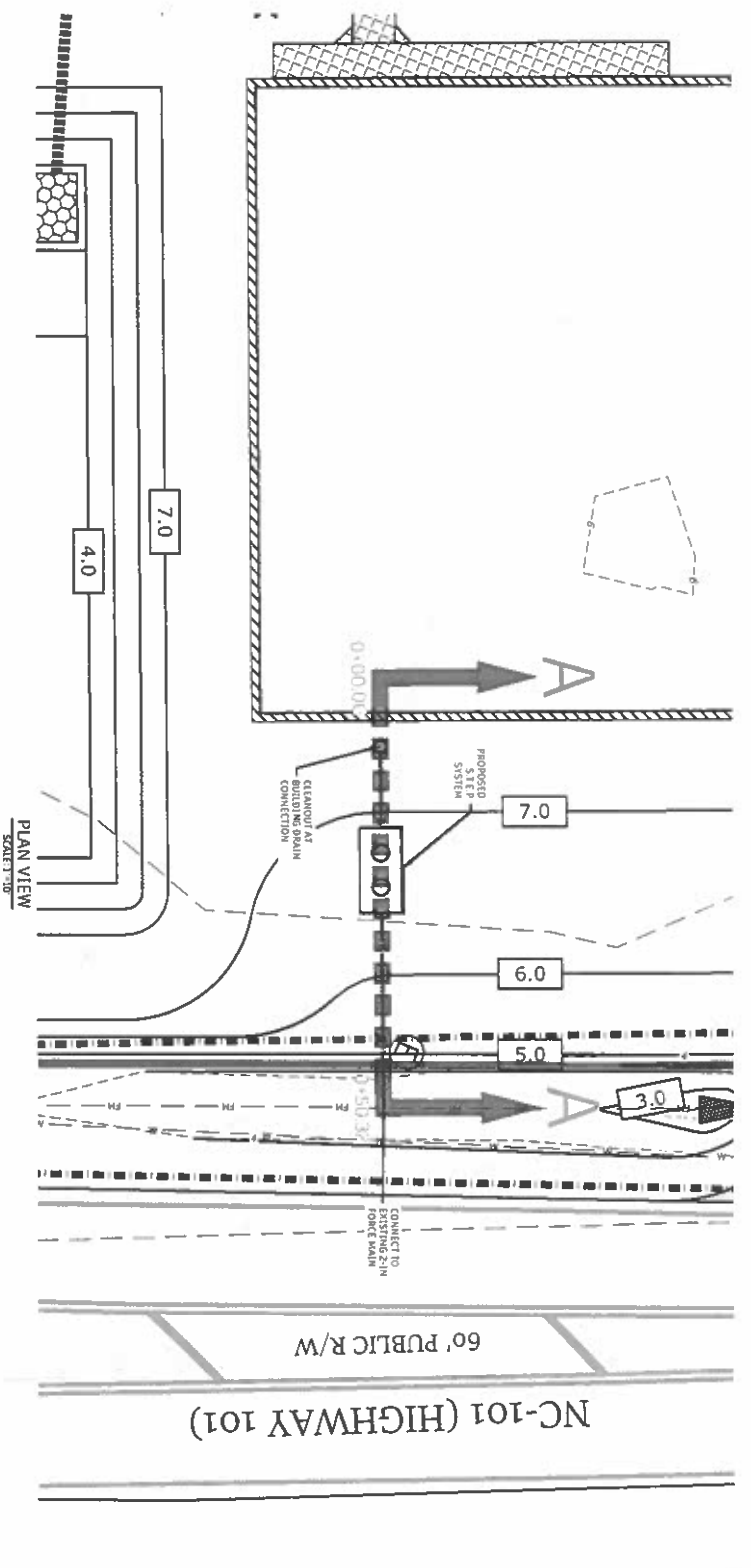
Establishment Type	Daily Flow Rate
Barber and Beauty Shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, Offices and Factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses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

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

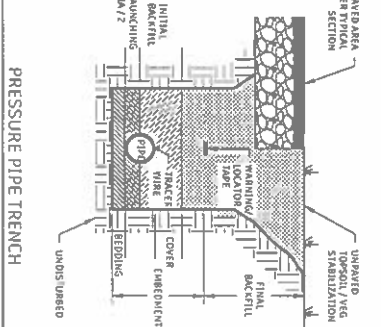
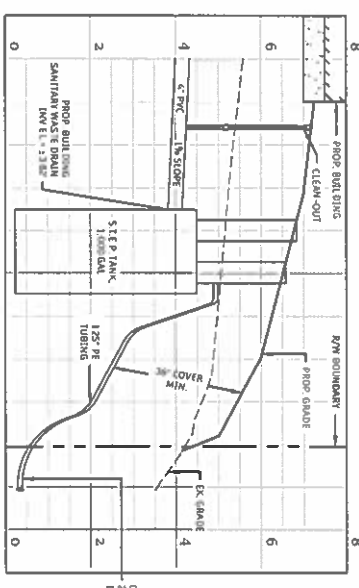
Source: North Carolina Administrative Code 02T.0114, January 1, 2007

The North Carolina Division of Environmental Quality (NCDEQ) approved on August 8, 2022 the Town of Beaufort's request for an adjusted daily sewage flow rate (flow reduction) that would apply to all permitted but not yet tributary connections and all future connections from single-family, detached residential units within the Town of Beaufort service area. NCDEQ also approved on November 28, 2022 the Town's request that would apply to all permitted but not yet tributary multi-family residential units within the Town's service area. Accordingly, the in determining the volume from single-family, detached residential units and multi-family residential units, the flow rate shall be 60 gallons per day per bedroom. The minimum volume of sewage from each residential dwelling unit shall be 120 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 60 gallons per day.

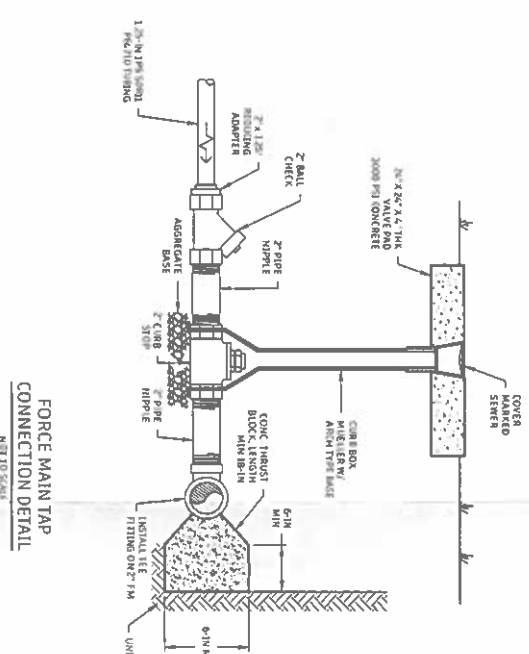
Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes.



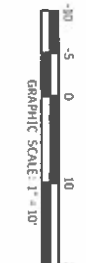
- SEWER CONSTRUCTION NOTES**
- SEWER LINE CONSTRUCTION WITHIN RIGHT-OF-WAY SHALL BE SUBJECT TO CONDITIONS OF NEIGHBORHOOD DEVELOPMENT.
 - THE STEEL SYSTEM AND DISCHARGE PIPE TO CONNECTION WITH EXISTING FORCE MAIN ARE SUBJECT TO THE REQUIREMENTS OF THE CONTRACTOR TO OBTAIN ACTUAL FIELD CONDITIONS AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ACTUAL FIELD CONDITIONS FROM THE RESPECTIVE UTILITY COMPANY AND TO COORDINATE WITH AFFECTED UTILITIES.
 - ALL SEWER CONSTRUCTION SHALL COMPLY WITH APPLICABLE PORTIONS OF MANUAL FOR DESIGN AND CONSTRUCTION OF SEWER, WATER AND RESTROOM SYSTEMS (REVISION 2008) BY TOWN OF BEAUFORT.
 - CONTRACTOR SHALL COORDINATE WITH THE TOWN OF BEAUFORT ROAD WORKS DEPARTMENT TO OBTAIN PERMITS AND INSPECTIONS OF ALL SEWER SYSTEM COMPONENTS SHALL COMPLY WITH TOWN OF BEAUFORT REQUIREMENTS AND NEIGHBORHOOD DEVELOPMENT REQUIREMENTS.
 - SEWER SYSTEM SHALL BE MAINTAINED BY BEAUFORT RESCUE & EMS, INC.
- STEP SYSTEM NOTES**
- STEP SYSTEM SHALL BE BY AREA UNLESS APPROVED OTHERWISE. STEP SYSTEM SHALL BE CONSTRUCTED TO PROVIDE MAINTENANCE AND PUMP OUT, AREA OR ANOTHER SERVICE PROVIDER SHALL BE CONTACTED TO PROVIDE ROUTINE AND EMERGENCY MAINTENANCE.
 - CONSTRUCTION SHALL COVER BUILDING MAIN ELEVATION PRIOR TO INSTALLING STEP SYSTEM.
 - TANK AND RISER ELEVATIONS SHALL BE ADJUSTED AS NECESSARY.
 - PROVIDE COVER REQUIREMENT PER MANUFACTURER'S RECOMMENDATIONS.
 - CALCULATE PRESSURE AT CONNECTION TO 2-INCH FORCE MAIN, XX PSI, RECOMMENDED DESIGN CRITERIA FOR STEP SEWER SYSTEMS.
 - TANK SHALL BE WATER-TIGHT. ALL PENETRATIONS OF TANK SHALL BE WITH WATER-TIGHT MOUNT CONTROL PANEL TO BUILDING WITH XX VAPOR-RESISTANT LINING.
 - PANEL SHALL BE LISTED AND INCLUDE A PUMP RUN LIGHT AND HAND-OFF-AUTOMATIC REQUIREMENTS.
 - PROVIDE VISIBLE HIGH-WATER MARK MUST PROVIDED IN ACCORDANCE WITH NEIGHBORHOOD DEVELOPMENT REQUIREMENTS.
 - MAIN BUILDING ELECTRICAL PANEL SHALL INCLUDE TWO SEPARATE CIRCUITS - ONE FOR PUMP AND CONTROLS, ONE FOR HIGH WATER MARK.



- NOTES**
- TRENCH SHALL BE OPEN DURING PIPE INSTALLATION.
 - BACKFILL MATERIALS & METHODS. REFERENCE ASTM D2276, ASTM D2277, AND ASTM D2278.
 - BACKFILL SHALL BE AS NECESSARY TO ENSURE UNIFORMITY, CAN BE PLACED AND COMPACTED. TYPICALLY 12\"/>



104



PROJECT NO.: 24321-D01
DRAWING NO.: 0501-C500-602

DRAFT

FOR REVIEW ONLY

STROUD ENGINEERING, P.A.

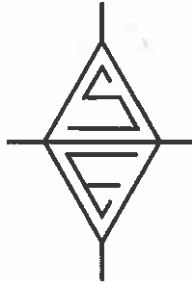
423 HIGHWAY 24, NC 28537
(252) 267-7479

OWNER: BEAUFORT RESCUE & EMS, INC.
ADDRESS: PO BOX 950
BEAUFORT, NC 28516
PHONE: N/A

DESIGNED: JAF
DRAWN: JAF
DATE: 1/5/2025
SCALE: AS SHOWN
SHEET: C501

Engineering Calculations for Sewer Design

Beaufort Rescue & EMS, Inc. Steel Tank Road Substation



Prepared by:
Stroud Engineering, PA
422 Hwy 24
Morehead City, NC 28557
(252) 247-7479

Engineer: John "Alan" Foley

DRAFT

PE: 55571

Date

Beaufort Rescue & EMS Wastewater Connection Pressure Evaluation

Purpose: Determine estimated pressure at tie-in point between EMS S.T.E.P. system and 2-inch FM on Hwy 101.

Step 1: Review flow from pump station on Sensation Weigh (PS-14) – refer to schematic exhibit showing pipe network.

Evaluate pressure loss along entire route and subtract losses between PS14 and Hwy101 – Steel Tank Road Intersection. Assumes no other pumps operating at time of analysis.

PS 14 (Sensation Weigh) 360 gpm Ref: Wastewater Asset Mgmt Plan
Firm pump rate from lift station asset table

Gorman Rupp pump curve for model JS4J 27 hp pump

Q = 360 gpm @ 114 ft TDH

Check losses for entire FM between PS 14 and receiving manhole MH 9-61 on Hwy 101

Length = ± 35,450 ft
Diam = 8-inch Ref: Wastewater Asset Mgmt Plan
Material = DIP most of FM is listed as being DIP
Hazen-Williams C = 100 assumed for DIP

Frictional head loss H_f would be ± 162 ft and exceed shut off head for specified pump model.

Using C of 130 results in H_f of ± 99 ft.

Per drawdown test information, water level in wet well is ±15.8 feet below grade.

Existing grade (per Lidar) at top of wet well is elevation ± 8.

Water surface elevation = -7.8 ft

Receiving manhole elevation = ± 10 ft top of MH 9-61 from lidar

FM entry elevation = ± 6.3 ft assume 3 ft of cover

Estimated total static losses = ± 14.1 ft

Total losses between PS-14 and MH 9-61 would be $99 + 14.1 = ± 113.1$ ft

Pump curve shows operating point of 360 gpm at 114 ft TDH

Distance from PS-14 to Hwy 101 / Steel Tank Road intersection is approximately 4,830 ft

Frictional loss over 4,830 ft at 360 gpm = 13.6 ft

Estimated pressure at point of connection would then be $113.1 - 13.6 = \pm 99.5$ ft

Step 2: Review flow from pump station at Fire Station located north of Beaufort EMS site – refer to schematic exhibit showing pipe network.

Evaluate pressure loss along 2" FM route to point of connection with 8" FM at Steel Tank Road Intersection. Total length $\pm 2,300$ feet.

Design drawings for Fire Station show pumps to be Meyers WG50H – 5 hp
Impeller size was not indicated on plan. Lowest capacity size is 6-inch

Assume minimum flow of 20 gpm to achieve 2 fps velocity in 2" FM

$Q = 20$ gpm @ 135 ft TDH per Meyers pump curve

Static losses for 2,300 feet of 2" FM. Assume $C = 130$

At 20 gpm $H_L = \pm 26$ ft.

At 25 gpm $H_L = \pm 39$ ft.

Top of pump station elevation = ± 9 ft estimated from lidar

Per design drawings pump on elevation is 3.8 ft

Pipe exit elevation = ± 6 ft

Elevation at point of connection to 8" FM

Existing Grade = ± 4 ft

Depth = ± 3 ft

There is minimal static head loss along route.

Assuming a pressure of 99.5 ft at tie-in location, fire station pump station should operate within flow range of 20 to 25 gpm.

When multiple pump stations on the network are operating simultaneously, flow from each station will be reduced.

Step 3: Select pump for S.T.E.P. system

Head loss from STEP to connection with 2" Fm – assume 15 gpm

20 ft of 1.25" pvc / PE tubing, plus 5 ft of 2" pvc / brass results in H_L less than 3-ft

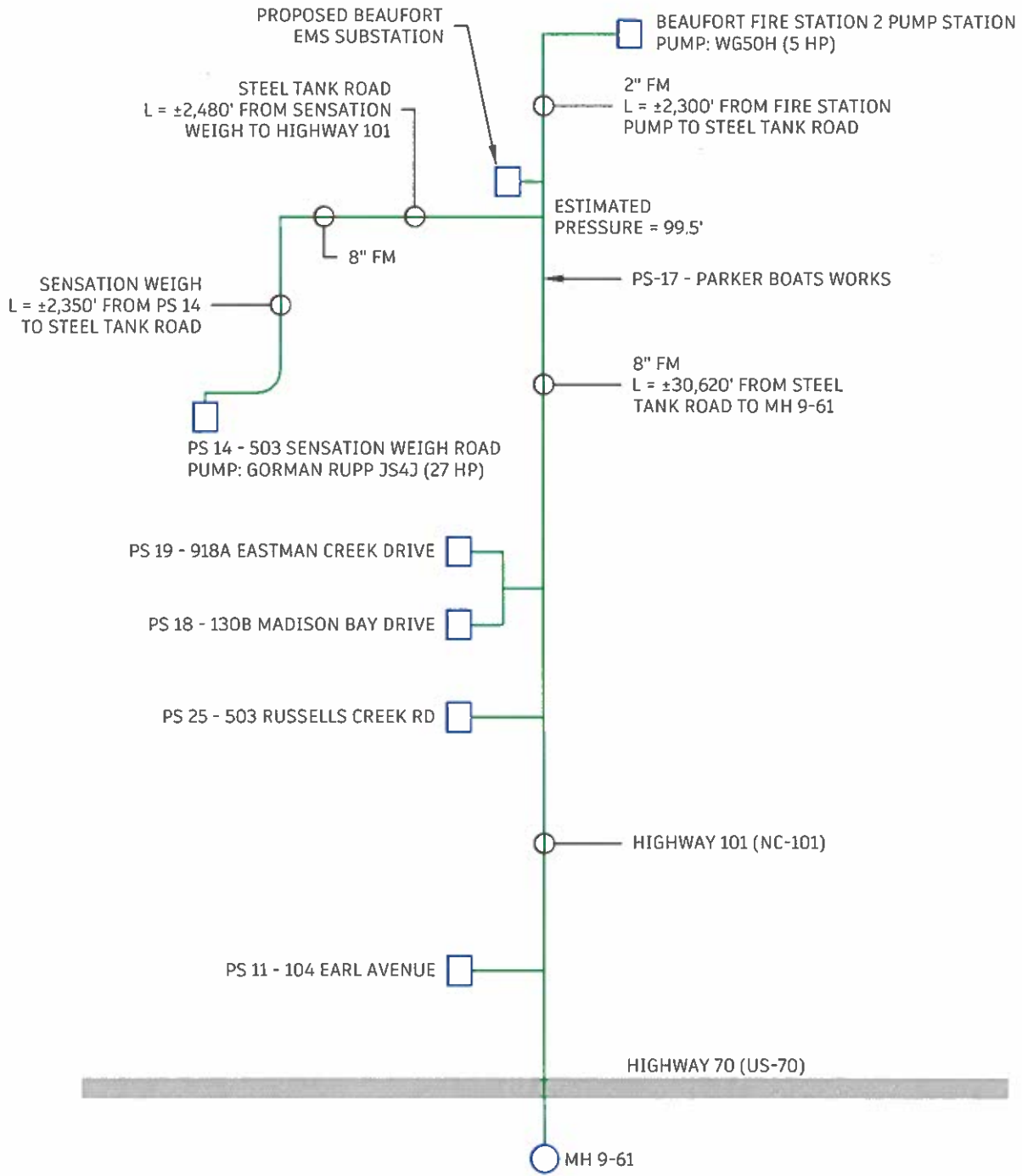
Connection pressure = 99.5 ft

Assume pump must provide 15 gpm at greater than 103 ft TDH


Per AQWA literature PF20 series, model PF2005 (1.5 hp) provides 17 gpm at 112 ft TDH

Pump range for PF2005 should be in the range of 15 to 20 gpm.

End of Section



BEAUFORT RESCUE & EMS, INC.
STEEL TANK ROAD SUBSTATION
**SEWER ANALYSIS SCHEMATIC
PIPE NETWORK EXHIBIT**

 **STROUD ENGINEERING, P.A.**
422 HIGHWAY 24
MOREHEAD CITY, NC 28557
(252) 247-7479

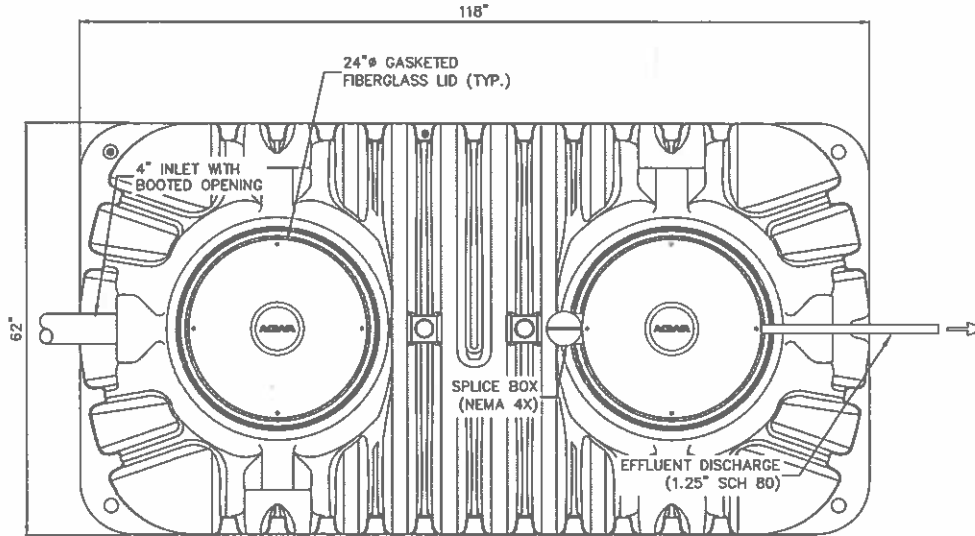
DRAWN:	KLH
APPROVED:	JAF
DATE:	2/6/2025
SCALE:	AS SHOWN
SHEET:	1 OF 1

REVISIONS			
BY	NO.	DATE	DESCRIPTION

STEP PACKAGE INFORMATION:

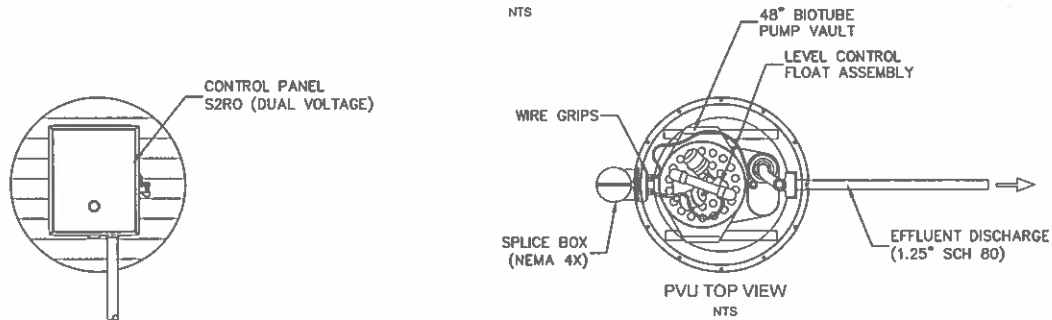
TANK:	1000 GALLON ROTH TANK
BAFFLE:	NO
CONTROL PANEL:	S2R0 (DUAL VOLTAGE)
FLOAT TYPE:	MFP, B, N-21V
FLOAT SETTINGS:	9", 12", 13" (FROM TOP OF TANK)
FLOAT FUNCTIONS:	HIGH LEVEL, ON/OFF, RO
DOSE VOLUME:	85 GALLONS
DRAWDOWN:	4"

CONTACT AQWA WITH QUESTIONS ABOUT ANTI-BUOYANCY MEASURES IF APPLICABLE



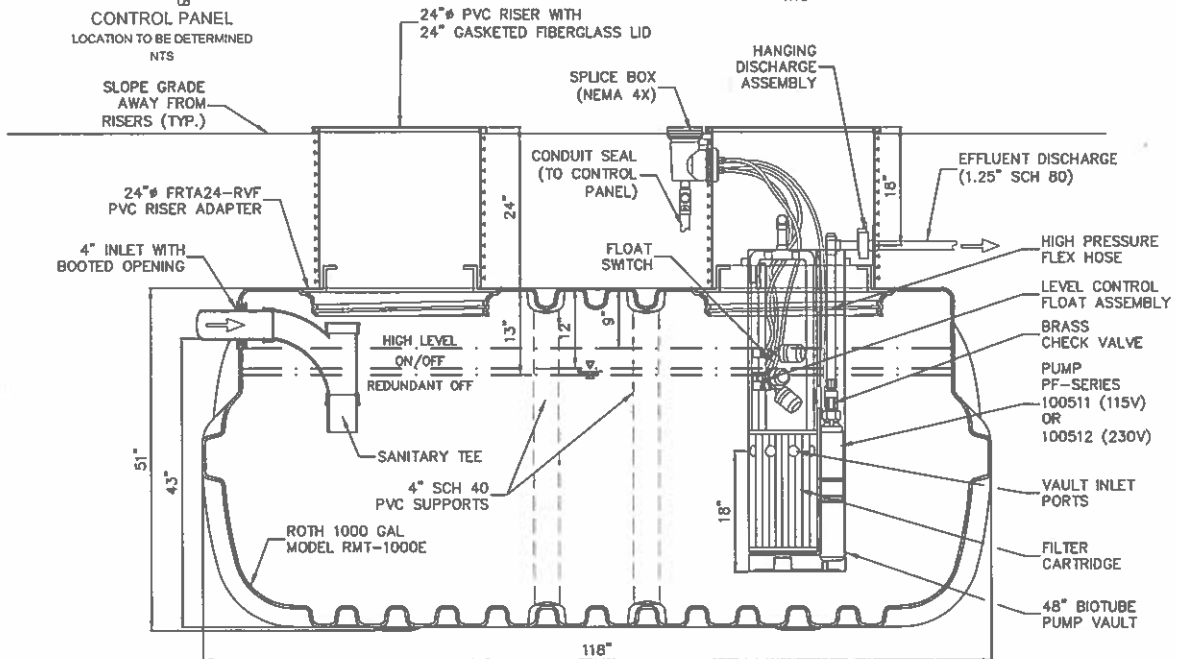
PLAN VIEW

NTS



PVU TOP VIEW

NTS

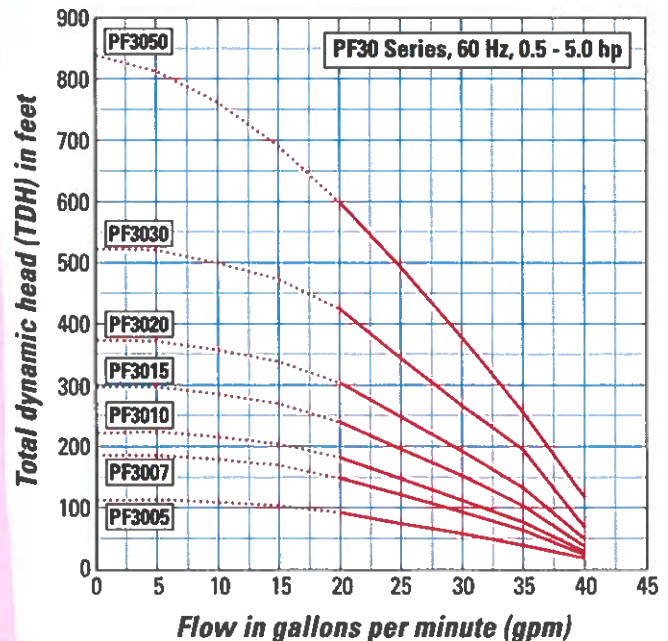
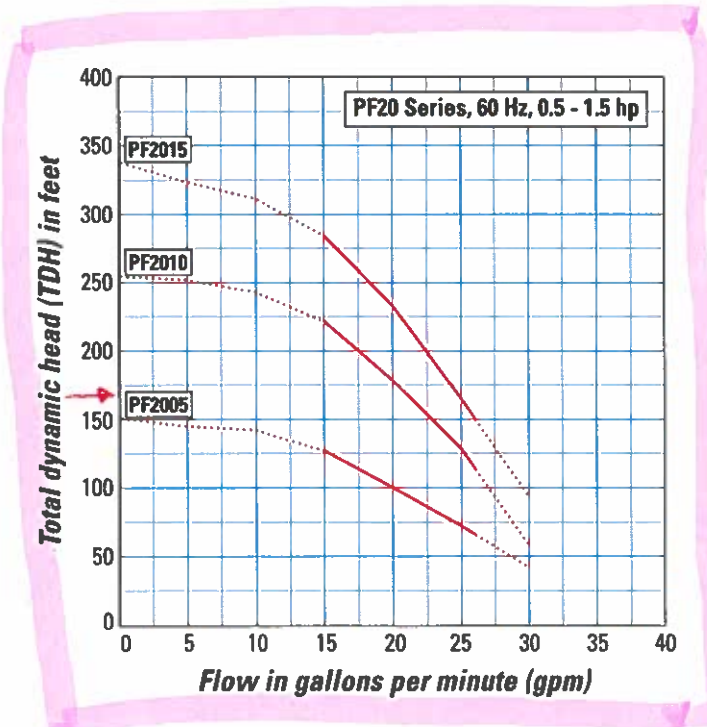
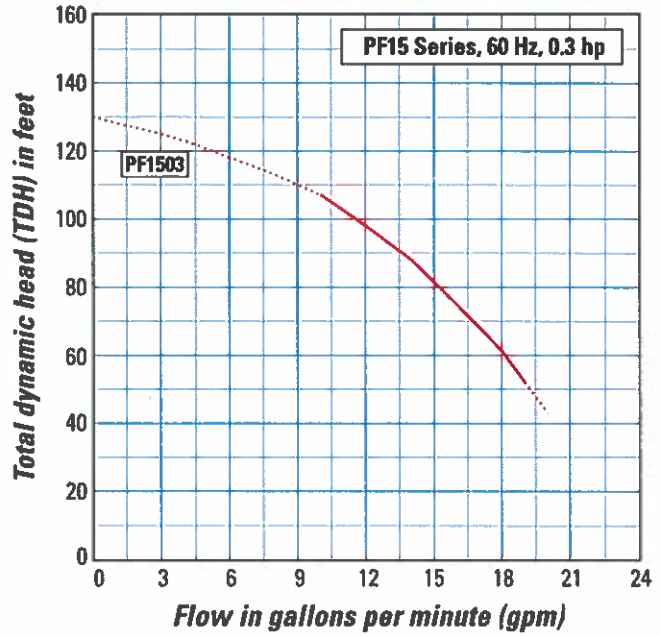
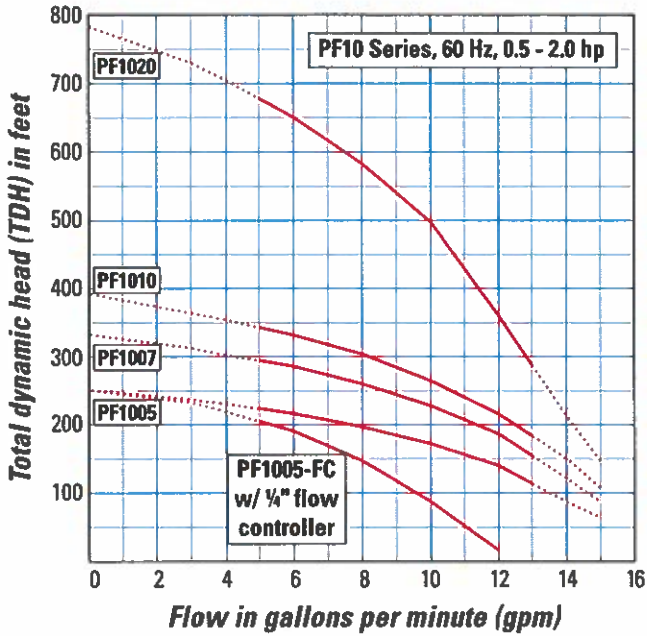


SECTION VIEW

Using a Pump Curve

A pump curve helps you determine the best pump for your system. Pump curves show the relationship between flow and pressure (total dynamic head, or TDH), providing a graphical representation of a pump's optimal performance range. Pumps perform best at their nominal flow rate. These graphs show optimal pump operation ranges with a solid line and show flow rates outside of these ranges with a dashed line. For the most accurate pump specification, use Orenco's PumpSelect™ software.

Pump Curves





Town of Beaufort, NC

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

**Town of Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, March 10, 2025 – 614 Broad Street – Train Depot**

AGENDA CATEGORY: New Business
SUBJECT: Final Plat – Palmetto Plantation Phase 3

BRIEF SUMMARY:

- The applicant wishes to subdivide a 3.34-acre tract into 9 lots. The preliminary plat for this area was approved in January 2024
- The cost estimate for installation of infrastructure improvements = \$36,187.50
- Recreation Fees in the amount of \$1,757.42 will also be required at the time of plat recording.
- At their February 17th meeting the Planning Board unanimously recommended approval of the Final Plat.

REQUESTED ACTION:

Recommendation to the Board of Commissioners

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner
Planning Director

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: The Honorable Mayor & Board fo Commissioners
From: Kyle Garner, Planning Director
Date: February 20, 2025
Case No. 25-05 Palmetto Plantation Phase 3 - Final Plat

THE QUESTION: Subdivide a 3.34-acre tract into 9 Lots

BACKGROUND: The preliminary plat for this area was approved in January 2024 for installation of infrastructure improvements. At their February 17th meeting the Planning Board unanimously recommended approval of the Final Plat.

Location: East Bay Way off Professional Park Drive
 Owners: Mercer Building & Design
 Requested Action: Subdivide a 3.34-acre tract into 9 Lots
 Existing Zoning: RS-5
 Size: 3.34 Acres
 Amount of Open Space: 0 Acres
 Existing Land Use: Undeveloped

SPECIAL INFORMATION:

Public Utilities:
 Water: Town Of Beaufort
 Sanitary Sewer: Town Of Beaufort
 Recreation Fees: \$1,757.42

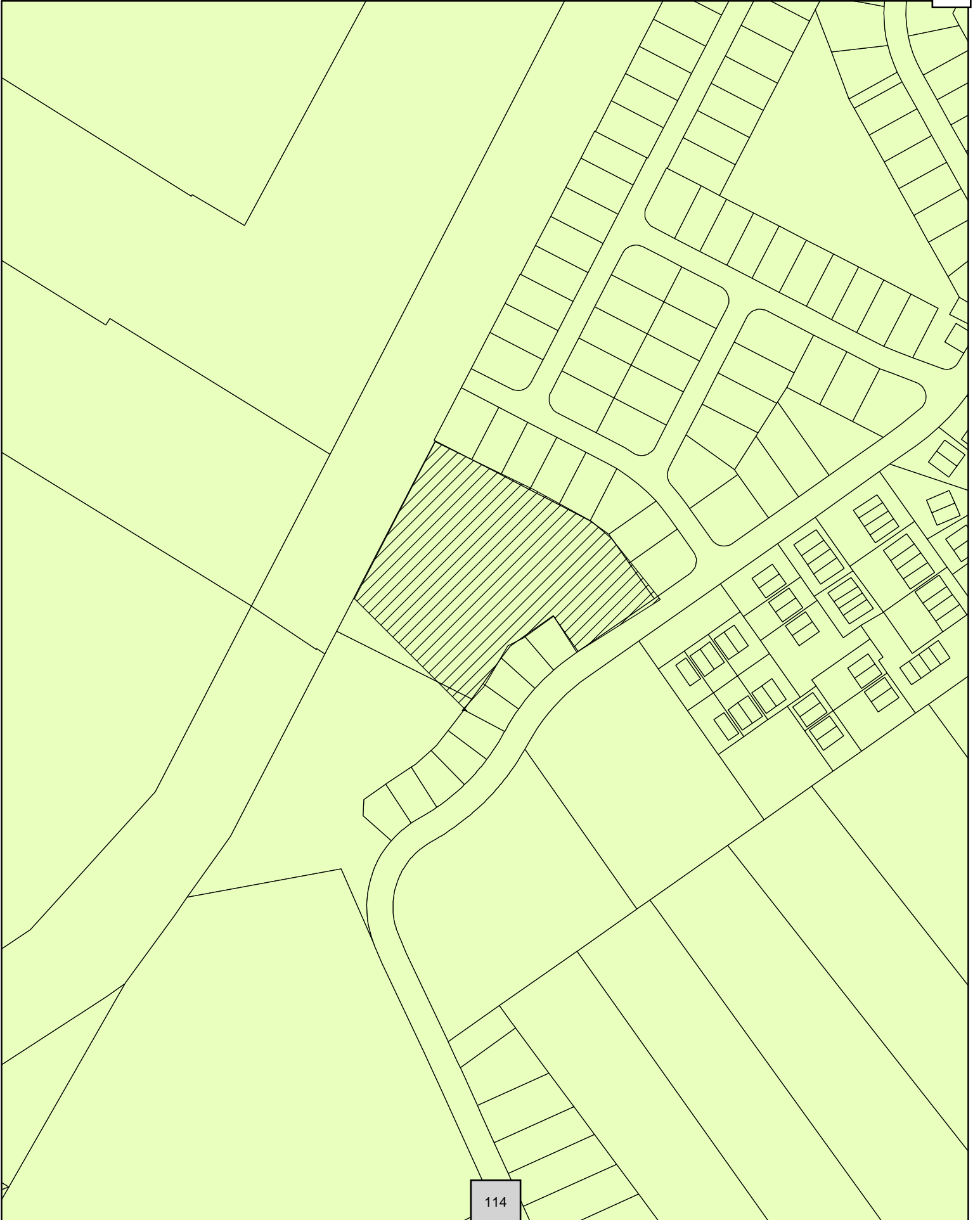
OPTIONS:

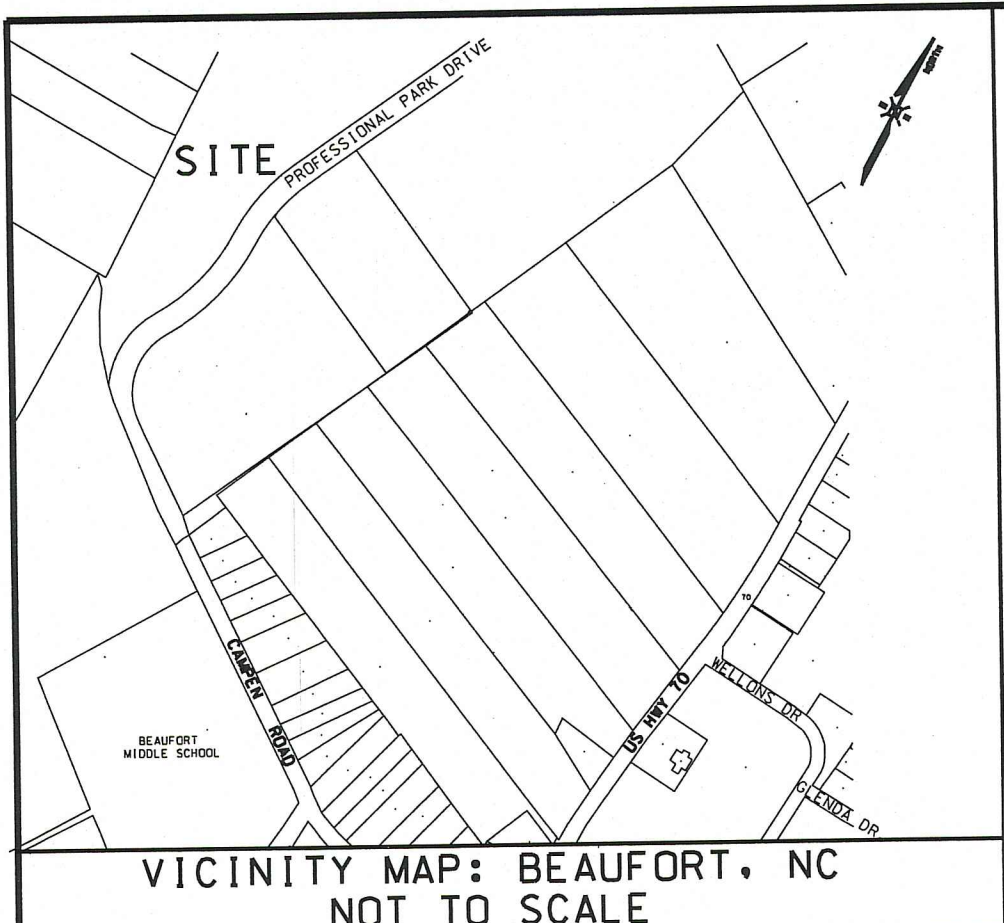
1. Approval of the Final Plat for Palmetto Plantation Phase 3
2. Deny the request

Attachments:

- Attachment B - Vicinity Map
- Attachment C - Final Plat for Palmetto Plantation Phase 3
- Attachment D - Cost Estimate for incomplete infrastructure

**Vicinity Map - Case # 25-05 Final Plat
Palmetto Plantation Phase III**





VICINITY MAP: BEAUFORT, NC
NOT TO SCALE

- NOTES:
- 1) AREA BY COORDINATES.
 - 2) NO UTILITIES LOCATED OR SHOWN.
 - 3) 5/8" IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 - 4) NO ODEBTIC CONTROL WITHIN 2000 FEET.
 - 5) 10 FOOT UTILITY & DRAINAGE EASEMENT ALONG THE RIGHT OF WAY OF ALL LOTS.
 - 6) FLOOD ZONE X.
 - 7) NO WETLANDS EXIST ON THIS SITE.

STORMWATER NOTE
THIS SUBDIVISION IS COVERED UNDER STATE STORMWATER PERMIT SWB 150313 TO MERCER BUILDING & DESIGN INC. FULL COMPLIANCE WITH THIS PERMIT IS REQUIRED. ALLOWABLE BUILT UPON PER LOT IS 3,250 SQUARE FEET. BUILT UPON IS DEFINED IN THE PERMIT AND RESTRICTIVE COVENANTS.

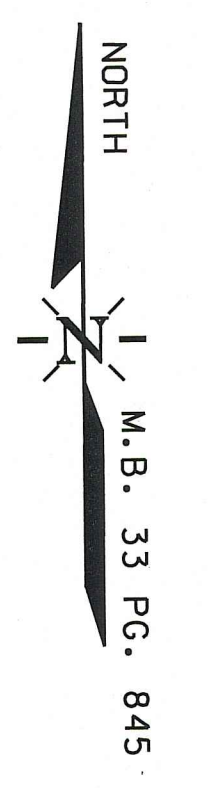
SETBACKS
FRONT = 20'
SIDE = 5'
REAR = 15'
CORNER SIDE = 20'

LOT AREAS

LOT 1	= 11,312.16 S.F.
LOT 2	= 9,690.58 S.F.
LOT 3	= 11,120.73 S.F.
LOT 4	= 9,926.93 S.F.
LOT 5	= 11,836.33 S.F.
LOT 6	= 21,916.65 S.F.
LOT 7	= 8,142.40 S.F.
LOT 8	= 8,828.50 S.F.
LOT 9	= 7,625.58 S.F.

CURVE DATA

C#	CHORD BEARING & DISTANCE	LENGTH	RADIUS
1	N36°48'20"W 22.85	22.85	400.00
2	N44°35'34"W 85.11	85.88	400.00
3	N54°35'30"W 53.69	53.73	400.00
4	N68°34'15"W 12.71	12.78	35.00
5	N70°06'06"W 19.32	19.41	60.00
6	N26°01'32"W 68.50	12.91	60.00
7	N62°58'38"E 87.32	113.50	60.00
8	S24°10'51"E 74.95	80.95	60.00
9	S18°37'09"E 28.21	40.42	35.00
10	S50°11'03"E 28.86	23.87	450.00
11	S44°50'42"E 60.00	60.04	450.00
12	S38°05'45"E 45.95	45.97	450.00



SITE DATA
NUMBER OF LOTS = 9
SMALLEST LOT AREA = 7,625.58 S.F.
AVERAGE LOT AREA = 11,222.20 S.F.
TOTAL AREA OF LOTS 1-9 = 2.32 ACRES
STORMWATER AND DRAINAGE EASEMENT AREA = 18,207.02 S.F. OR 0.41 ACRES
AREA WITHIN ROAD RIGHT OF WAY = 26,486.62 S.F. OR 0.61 ACRES.
TOTAL TRACT AREA = 3.34 ACRES.

CERTIFICATION OF APPROVAL BY THE PLANNING BOARD
The Beaufort Planning Board hereby approves this final plat for the Palmetto Plantation @ Olde Beaufort Village, Phase 3 Lots 1-9 Subdivision

DATE _____
Chairman, Beaufort Planning Board

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

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE TOWN OF BEAUFORT'S SPECIFICATIONS AND STANDARDS FOR PALMETTO PLANTATION @ OLDE BEAUFORT VILLAGE PHASE 3 LOTS 1-9 THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF BEAUFORT HAVE BEEN RECEIVED AND THAT THE FILING FEE FOR THIS PLAT IN THE AMOUNT OF \$_____ HAS BEEN PAID.

DATE _____
TOWN MANAGER

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

DATE _____
OWNER _____

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATION AS PART OF PALMETTO PLANTATION @ OLDE BEAUFORT VILLAGE, FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.

DATE _____
TOWN CLERK OF BEAUFORT _____

REVIEW OFFICER CERTIFICATION

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

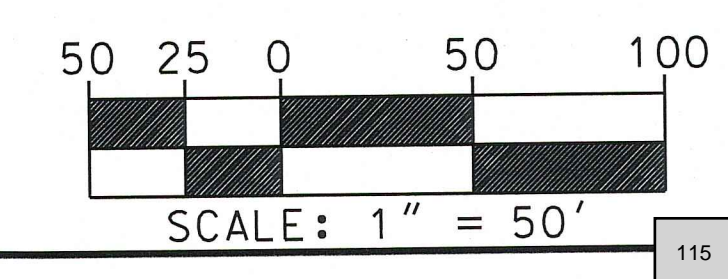
REVIEW OFFICER _____ DATE _____

REGISTER OF DEEDS CERTIFICATE

FILED FOR REGISTRATION AT _____ O'CLOCK ON THE _____ DAY OF _____, 2024.
RECORDED IN MAP BOOK _____ PAGE _____
KAREN S. HARDESTY, REGISTER OF DEEDS

BY: _____ ASSISTANT DEPUTY

N/F CROATAN INVESTMENT COMPANY, LLC
D.B. 1805 PG. 159
NCPIN 730612769951000



SURVEYOR'S CERTIFICATE

I, E. GLENN CORBETT, CERTIFY THAT THIS PLAT WAS DRAWN BY ME 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 1:110,000+1 THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED. THIS 28TH DAY OF NOVEMBER A.D. 2024.



SURVEYOR'S CERTIFICATE OF PURPOSE OF PLAT

I, E. GLENN CORBETT, CERTIFY THAT THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN THE TOWN OF BEAUFORT AND THAT THE TOWN OF BEAUFORT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-3407

REVISIONS:

No.	BY	DATE	DESCRIPTION
1	EGC	11/27/24	ADDED REGISTER OF DEEDS

REFERENCES:
OWNER: N/F MERCER BUILDING & DESIGN, INC.
D.B. 843 PG. 362
M.B. 33 PG. 700
M.B. 33 PG. 845
M.B. 34 PG. 675
NCPIN 73061277276000

FINAL PLAT
PALMETTO PLANTATION @ OLDE BEAUFORT VILLAGE, PHASE 3 LOTS 1-9
BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

CLIENT: MERCER BUILDING & DESIGN, INC.
ADDRESS: 106-C PROFESSIONAL PARK DRIVE BEAUFORT, NC 28516
PHONE: (252) 728-6636

SURVEYED: JH 11/05/24
TL 11/11/24
DRAWN: EGC
APPROVED: EGC

DATE: 11/26/24
SCALE: 1" = 50'

THE CULLIPHER GROUP P.A. C-4488
ENGINEERING & SURVEYING SERVICES
151-A NC HIGHWAY 24 MORRHEAD CITY, NC 28557 (252) 773-0090
E. GLENN CORBETT, P.L.S.



THE CULLIPHER GROUP, P.A.
ENGINEERING & SURVEYING SERVICES

January 2, 2025

Mr. Kyle Garner
Town of Beaufort
Planning and Inspections Director
701 Front Street
Beaufort, North Carolina 28516

Re: Proposed Surety Estimate – Palmetto Plantation @ Olde Beaufort Village Ph 3 Lots 1-9

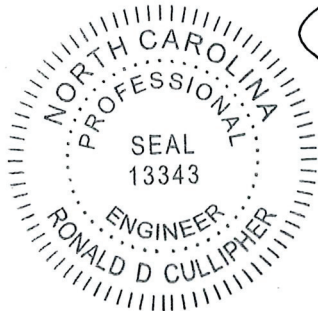
Dear Mr. Garner,

Please utilize this correspondence as our surety estimate for the remaining improvements at the above referenced subdivision. The outstanding items are primarily the sidewalk improvements. The estimate is as follows

Item	Description	Quantity	Unit Rate	Total
1	5' sidewalk	1110 linear feet	\$25.00	\$27750.00
2	Centipede Sod	100 square yards	\$12.00	<u>\$ 1200.00</u>
			Subtotal	\$28950.00
			Markup 25%	<u>\$ 7237.50</u>
			Total Surety	\$36187.50

If I can provide any additional information, please let me know.

Sincerely,
Ronald D. Cullipher 1/2/25
Ronald D. Cullipher, P.E.



Cc:
Judy Mercer

HESTRON PLAZA TWO
151-A NC HWY 24
MOREHEAD CITY, NC 28557
(252) 773-0090



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, March 10, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: Closed Session
SUBJECT: Pursuant to NCGS 143-318.11 (a) (3)

REQUESTED ACTION:
Motion to enter closed session pursuant to NCGS 143-318.11 (a) (3) to allow the Board of Commissioners to consult with the Town attorney in order to preserve the attorney-client privilege.

SUBMITTED BY:
Charlie Burgess,
Interim Town Manager

BUDGET AMENDMENT REQUIRED:
No