

#### 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 11, 2024 Train Depot, 614 Broad Street

#### Call to Order/Pledge of Allegiance

Roll Call

#### **Agenda Approval**

#### Recognition of Outgoing Volunteer Board Members

#### **Items of Consent**

- 1. Meeting Minutes- January 30-31, 2024 & February 12, 2024
- 2. FY 2024-2026 Audit Agreement & FY 2024 Audit Contract Approval
- 3. NC Main Street and Rural Planning Center- MOU & Resolution
- 4. Solid Waste Fee CPI Increase
- 5. Periwinkle Event Request- Mile Run

#### **Presentations**

1. Mayor William Lewis of Havelock, ACT Program

#### **Public Hearing**

Case # 24-04 - Beaufort Village Condos Rezone R-8 to TCA

#### **New Business**

- Award of Construction Contracts, USDA-Funded Utilities Improvements Project
- Note Resolutions, USDA-Funded Utilities Improvements Project
- 3. Bond Order Resolutions, USDA-Funded Utilities Project
- 4. Case # 23-13 Maritime Education Center Site Plan
- 5. Case # 24-01 M&H Storage Site Plan
- 6. Resolution- Petition for Annexation submitted by Beaufort Agrihood Development, LLC
- 7. Paid Parking Program and RFP
- 8. BBA Rock the Dock Event Application & Fee Reduction Request
- BBA Request for July 4th Fire Works Full

# **Public Comment**

## **Manager Report**

## **Mayor/Commissioner Comments**

## **Closed Session**

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

## Adjourn



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## Board of Commissioners Regular Meeting 6:00 PM Monday, March 11, 2024

AGENDA CATEGORY: Items of Consent

**SUBJECT:** Meeting Minutes- January 30-31, 2024 & February 12,

2024

#### **REQUESTED ACTION:**

Approval of the attached draft meeting minutes from the BOC Annual Retreat, January 30-31, 2024, and Regular Meeting of February 12, 2024.

#### **SUMBITTED BY:**

Elizabeth Lewis, Town Clerk



#### Town of Beaufort 2024 Board of Commissioners Retreat



### Beaufort Hotel January 30-31, 2024 *Minutes*

#### **Present:**

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

Todd Clark, Town Manager
Paul Burdette, Police Chief
Barbara Cooper, HR Manager
Mark Eakes, Public Works Director
Kyle Garner, Planning & Inspections Director
Rachel Johnson, Parks & Events Coordinator/PIO
Elizabeth Lewis, Town Clerk
Greg Meshaw, Town Engineer
Tony Ray, Fire Chief
Donovan Willis, Public Utilities Director
Christi Wood, Finance Director

Fountainworks Staff: Warren Miller and Rachel Werz

#### Day 1- January 30. 2024

The meeting was called to order at 8:00 a.m.

Mayor Harker and Todd Clark provided a welcome to the group. Fountainworks staff provided a brief overview of the agenda and facilitated an icebreaker and problem solving activity. Board members had the opportunity to speak with each department head and certain staff members provided updates on the state of the Town. Samantha Darlington with the North Carolina Rural Planning Program spoke to the group about the Main Street Program and the process necessary to become part of the program. Fountainwork staff helped facilitate the Board with envisioning the future of Beaufort. The meeting was adjourned at 5:00 p.m.

#### Day 2- January 31, 2024

Elizabeth Lewis, Town Clerk

The meeting was called to order at 8:30 a.m.

Mayor Harker noted that Commissioner Gillikin was unable to join due to a sudden illness; she was excused from the meeting.

The Board of Commissioners and Town Staff reflected on day one of the Retreat. The group worked to refine goals and identify priorities. Several guest speakers addressed the group: Tracy Mancini, President of Carteret Community College; Perry Harker, Vice President of Carteret Community College; Kyle Marek, President of Carteret Healthcare; Erin Wynia and Abbie Britt with the North Carolina League of Municipalities. The group welcomed Senator Norm Sanderson and representative Celeste Cairns. They worked to build relationships with these important leaders of North Carolina by discussing many issues going on throughout the State and expressing specific needs within Beaufort and Carteret County. Fountainworks provided a recap of the retreat to end the day. The meeting was adjourned at 4:00 p.m.

	issioners Retreat was composed by event facilitators,
Fountainworks, and is attached as part of the	official meeting minutes.
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Sharon E. Harker, Mayor	
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# **Town of Beaufort** *Board of Commissioners Retreat Summary*



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# TOWN OF BEAUFORT BOARD OF COMMISSIONERS RETREAT EXECUTIVE SUMMARY | JANUARY 30-31, 2024

#### **RETREAT OBJECTIVES**

#### What are we walking away from the retreat with?

- Strengthened interpersonal connections, fostering a positive and collaborative atmosphere among Board members.
- · Formulated a shared vision for the future of Beaufort.
- Agreed upon and set clear priorities for 2024, providing a framework for decision-making and action plans in the upcoming year.

#### **KEY AGENDA ITEMS**

- · Creative Problem-Solving
- Municipal Services 1:1s
- · State of the Town
- · Envisioning the future
- Key Priorities for 2024
- Guest Speakers

## **MAIN OUTCOMES**

# The Board identified the following priorities for 2024:

#### Policy Priorities

- Unified Development Ordinance (UDO) update
- Code enforcement
- Explore communication between staff/board/residents
- Short -term rentals
- o Adoption of a multi-year financial plan
- Town's parking program update
- Main street program
- o Adoption of a parks and rec master plan
- Establish Affordable Housing Committee
- Establish Arts Council (or endorse what's existing)
- Update Town Values
- Facility Naming Policy

#### Long-term Priorities:

- o Art
- Resiliency
- o Community character
- Move from a tourist town to family-friendly
- Communication



#### Budget Priorities

- USDA-funded water and sewer infrastructure projects
- Waterfront Asset Improvement project (land/water-based activities)
- o High-Rate Infiltration Basin (HRIB) project
- Trestle walk project
- o Municipal facility replacements
- Stormwater enterprise fund

#### Based on the Board's vision of Beaufort, they value:

- Careful Stewardship: We pledge to protect Beaufort's environment, ensure community safety, and centralize public safety services, preserving our cultural heritage and vital infrastructure.
- Local Leadership: Beaufort aims to lead regionally, embracing progressiveness, resilience, and a commitment to education, continuously seeking improvements and innovative solutions.
- Inclusive Living: Rejecting divisions, we commit to creating a balanced, inclusive community with diverse housing and spaces that celebrate everyone.
- Responsive Governance: Our governance is responsive, building strong partnerships, recognizing people as invaluable resources, and ensuring transparency in our actions.
- Cultural Enhancement: Beaufort dedicates itself to cultural and economic enrichment, promoting the arts, fostering connectivity, and creating a vibrant community with green spaces and water access.



# Retreat Purpose

The Town of Beaufort Board of Commissioners convened for a retreat with the core purposes of building rapport among Board members, unifying around a collective vision, and setting goals for the next year. The retreat took place over two days, from January 30-31st, 2024, at the Beaufort Hotel. It was professionally facilitated by Fountainworks, a public sector-focused strategy and management consulting firm.

This document summarizes the retreat's agenda and the Board's input. Comments were captured as the conversation flowed and do not reflect any priority unless otherwise noted.

#### The outcomes of the retreat included:

What are we walking away from the retreat with?

- We have strengthened interpersonal connections, fostering a positive and collaborative atmosphere among Board members.
- We have begun to formulate a shared vision for the future of Beaufort.
- We have agreed upon and set clear priorities, providing a framework for decision-making and action plans for the upcoming year.

#### The agenda for the retreat included:

- Day 1:
  - Welcome and Icebreaker
  - Exploring How We Solve Problems
  - o Municipal Services: Who, What, Where, When, and How?
  - State of the Town presentations
  - Main Street Program Primer
  - Envisioning the Future of Beaufort
- Day 2:
  - Recap and Reflections
  - o Identifying focus areas and priorities
  - Guest Speakers Tracy Mancini, President, Carteret Community College & Kyle Marek, President, Carteret Healthcare
  - o Building Partnerships Senator Sanderson, Representative Cairns
  - Guest Speakers Erin Wynia, Abbie Britt (NCLM)

#### Participants:

- Sharon Harker, Mayor
- Charles "Bucky" Oliver, Commissioner
- Melvin Cooper, Commissioner
- John LoPiccolo, Commissioner

- Sarah Spiegler, Commissioner
- Paula Gillikin, Commissioner
- Department Heads
- Todd Clark, Town Manager
- Elizabeth Lewis, Town Clerk

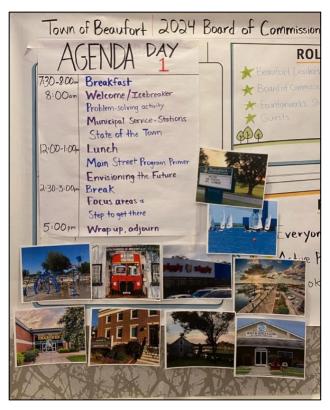
#### **Board of Commissioners Retreat Summary**



After a welcome from Mayor Harker and Town Manager Todd Clark, Warren Miller of Fountainworks introduced himself and Rachel Werz and went over the agenda and desired outcomes for Day 1.

# DAY ONE Beaufort Through Photos

The Board was asked to spend some time thinking about places that represent Beaufort to them or places and things in Beaufort that they have a special connection with. Printed photos of significant and valuable places in town were displayed and the Board was asked to choose one or two that held meaning to them. Then, the Board discussed why they chose the photos they did, what those places mean to them individually, as well as what they may mean to the residents of Beaufort. The photos chosen were displayed on the agenda for the duration of the retreat as a visual reminder.



Beaufort Through Photos

The Board was also asked to share with the larger group any themes they noticed from their discussions. Themes that were observed include:

• Children and the future growth of Beaufort

#### **Board of Commissioners Retreat Summary**



- Connection to water & the town's natural resources
- Historic significance of town sites
- Community all who call Beaufort home

# Exploring How We Solve Problems

The Board then explored how creative problem-solving connects with the work they have in front of them for 2024. Solving modern, complex problems in local government often requires creative thinking, and these activities help to stimulate that out-of-the-box thinking.

In groups, the Board were given crafting materials and created a prototype of a product that fulfills a need in society. Their products were then presented to the group. To debrief, the Board explored thinking preferences as they reflected on the process of coming up with their prototype in their group.



As they learned about each step in the creative process, they discussed which steps their group spent the most time on, and which steps could have used more time. The Board also reflected on which step they had a natural preference towards, and how that might affect how they work with others. Together, the Board took some time to delve into how their thinking preferences were balanced on the Board. Mayor Harker shared about the importance of learning each other's preferences so that the Board can learn how to work more productively together to solve problems.



# **Municipal Services Activity**

After the discussion on thinking preferences, the Board transitioned to a station activity to learn more about the "Who, What, When, Where, and How" of Municipal Services in Beaufort. The Board rotated between six stations and learned key facts and priorities from department heads. Department heads also recorded any questions or comments from the Board, seen below.

## Station #1 - Admin./Finance/HR/PIO/Parks

- Questions
  - o PIO
    - Media request to commissioners
  - Records retention electronic vs. hard copies
  - Parks and Rec
    - What does the future look like?
    - Board direction
    - Comp plan
  - Town core values across the departments
- Comments
  - o HR
- Employee retention, core values, focus
- Finance
  - Grants, positions, and future management
    - First Tryon
  - Debt capacity
  - Clarity on financial position
- Things we are doing well
  - Park signs
  - Community events
- o Cost of living, workforce housing, employee recruitment
- o Continue to improve on communication, messages to everyone in town

# **Station #2 - Fire Department**

- Questions
  - Capacity for more volunteers
  - Boat response
  - Environment issues
  - ISO rating
  - Service area
  - Next ISO rating
  - Who sets fire districts

#### **Board of Commissioners Retreat Summary**



- Revenues
- New fire truck
- o Down east response
- o Training affects ISO rating
- o OSTTA staffing standards
- High water vehicle during hurricanes
- Station locations
- o Budget

#### Comments

Cand. tour helped them understand sleep/family balance

## Station #3 - Planning

#### Questions

- o When does *Pruitt* open?
- o Is development slowing?
- o When will Jersey Mikes open?
- Community aesthetics for new development

#### Comments

 $\circ$  N/A

## Station #4 - Police Department

#### Questions

- Traffic concerns
- Staffing and school crossing issue
- o Homelessness resources
- Audience updates/suggestions
- o Ride-along program, house checks

#### Comments

- Speed, noise, timely notifications
- Constant efforts to support staff/culture

## **Station #5 - Public Utilities**

#### Questions

- o HRIB- Where are we?
- o What is our current sewer capacity?
- What is our sewer capacity, when is the time of year with highest flows, has it changed in the past few years?
- What is your biggest challenge? Do you see any new challenges in next 5 years?

#### Comments

o N/A

#### Station #6 - Public Works

#### Questions

#### **Board of Commissioners Retreat Summary**



- o What are your challenges?
- What can we do to help make sure we don't have flooding in future developments?
- o Time locks for bathrooms?
  - Opening bathrooms early for events

#### Comments

- o Leveraging outside funding for resiliency, etc.
- o Professional park study story map mentioned
- Public education about stormwater
- o Pole barn in short term
- o Public works site planning at town promised property
- Walkability

After the Board talked to department heads at each stations, they heard key presentations informing them about the State of the Town.

- Current Financial Position Christi Wood
- Growth Trends and Policies (Policy Matrix) Kyle Garner
- Water & Sewer Capacity Greg Meshaw

# Focus Areas

To frame up an afternoon of visioning exercises, the Board looked at five different areas of interest:

- Economic Development
- Public Safety
- Good Government
- Cultural and Recreational Amenities
- Infrastructure

For each area of interest, the Board was asked to answer two questions:

- What do we want to hold onto? (what are we currently doing that we want to continue)
- What do we aspire to? (what would we like to be doing in this area)

#### **Cultural & Recreational Amenities**

- What do we want to hold onto?
  - o Public access to natural rescue
  - Cedar St.
  - Protect cultural integrity
  - Great staff
  - o P & R Board

#### **Board of Commissioners Retreat Summary**



- o Maintain intention to grow (*Board*, staff, citizens)
- Aesthetics
- o Parks
- o Splash pad
- What do we aspire to?
  - o Expand recreational opportunities across town
  - Community center
  - o More kid-friendly (family-oriented)
  - o Cultural center
  - Aesthetics of new development
  - o Ann St. Park
  - New parks with greenway
  - Grow public parks
  - More parks/greenspace
  - Plan for integrating parks/greenspace with economic vitality and ecosystem resilience
  - More inclusive, integrate the different sides of town
  - o Improve environmental quality
  - All citizens feel welcome at town events

#### **Good Government**

- What do we want to hold onto?
  - Good employees/dedicated staff
  - Engaged citizens
  - o Establish a sense of place
  - Transparency
  - Staff
  - o People
  - Consistent messaging and communication
  - Sense of place
- What do we aspire to?
  - More consistent messaging and communication
  - o Active leadership in addressing side effects of gentrification
  - Open communication between town administration and elected officials (BOC)
  - Build a relationship with the county
  - Transparency
  - Strengthening and/or building collaborative relationships with key stakeholders
  - Support working-class, families
  - Housing
  - o Succession, mentoring, self-improvement
  - o informal sessions for town meetings

#### **Board of Commissioners Retreat Summary**



o Sustainable long-term capital funding plan

#### Infrastructure

- What do we want to hold on to?
  - o Historic identity/structures (small-town charm)
  - Control over water and sewer
  - Keep Beaufort livable during USDA construction
- What do we aspire to?
  - Better road
  - 0 I&I
  - HRIB permitted
  - Sewer expansion
  - Road improvement
  - Move HRIB effort forward
  - Resilient natural/nature-based infrastructure that supports built infrastructure
  - Water long-term replacement strategy (think salt H20 intrusion)
  - o Municipal campus that is resilient and more accessible to citizens; Functional
  - Sewer expansion "pay to play" plan
  - o Repairs/replacement of old infrastructure
  - o Future infrastructure that is resilient to flooding, storms, climate

#### **Public Safety**

- What do we want to hold on to?
  - Keep focus on retention
  - Maintain quality and safety of life in Beaufort
  - Staff/retention
  - Strong leadership
  - Strong Police Dept community engagement
- What do we aspire to?
  - Highest level of service
  - Improving service
  - Water response
  - o Public safety workforce that grows as our population grows
  - Safest town in the county!

#### **Economic Development**

- What do we want to hold on to?
  - o Tourism
  - o Downtown area
  - o 70 shopping district
  - o Good planning dept. (helps business)
  - Support events that draw visitors
  - Promoting and supporting existing business

#### **Board of Commissioners Retreat Summary**



- Historic district
- What do we aspire to?
  - o Promoting revitalization
  - o Resilient economy / sustainable growth
  - Diversity
  - Workforce housing
  - Main street program
  - o Iobs
  - Support diverse businesses
  - Diversify beyond tourism
  - o Support opportunities for young professionals and families
  - Resilient communities

This exercise prompted Board members to reflect on matters important to them and transitioned their mindset towards envisioning their ideal Beaufort.

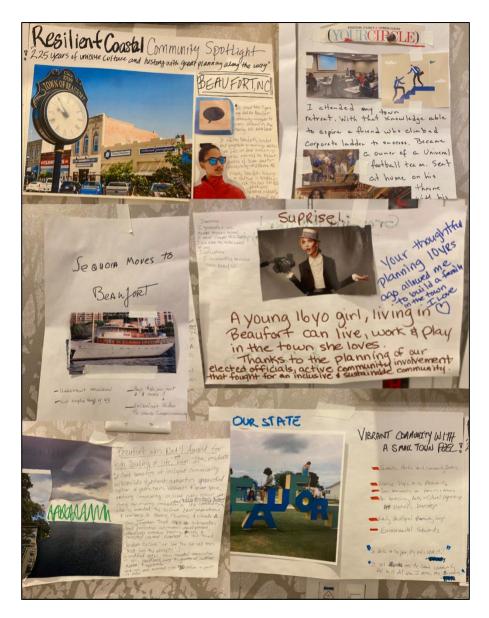
# Visioning Activities

As the Board segued into the subsequent visioning activities; the objective was to work to collaboratively shape a shared vision for Beaufort's future. The Board participated in two visioning exercises that presented a creative opportunity, encouraging the Board to shift perspectives. Whether putting themselves in the shoes of a resident or envisioning Beaufort in a magazine 10 years from then, these activities aimed to synchronize individual perspectives, fostering a unified vision that will creatively guide the town's development. The following activities provided a structured approach for the Board to articulate common goals and aspirations, promoting cohesion in steering Beaufort's course ahead.

- 1. **Persona Activity:** The Board engaged in a creative exercise, adopting a citizen's perspective by crafting a fictional resident with a name, age, job, and a unique story within the town. This imaginative process prompted members to consider individual values, preferences, and quotes about the town, fostering a diverse understanding of what the community means to each member.
- 2. **Beaufort Cover Story Activity:** Transported a decade into the future, Board members envisioned Beaufort being celebrated on a magazine cover for its excellence. Using magazine themes and prompts, they created headlines, supporting details, key quotes, and images capturing the town's successful and appealing future. This activity provided a collaborative platform for members to articulate a shared vision and explore the elements that make Beaufort an exceptional place to live, work, and stay.

#### **Board of Commissioners Retreat Summary**





Collage of the Board's Cover Stories

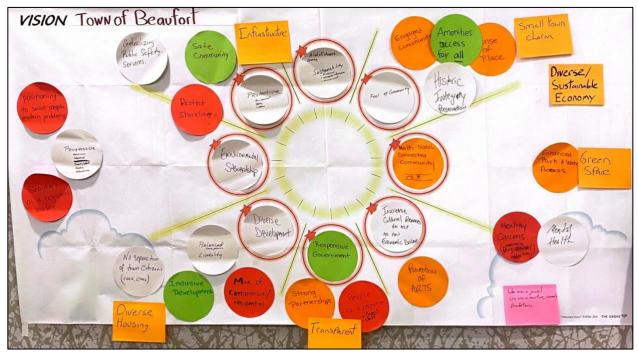
# Vision of Beaufort

Building on the insights gained from the focus area activity and two immersive visioning exercises, the Board transitioned into a higher-level perspective as they collectively and thoughtfully contemplated the overarching vision for Beaufort's future. The Board pondered the high-level elements essential to transforming their shared visions into

#### **Board of Commissioners Retreat Summary**



tangible realities within the town. This transition marked a pivotal phase in aligning aspirations, setting the stage for a comprehensive and forward-looking vision for Beaufort, with an emphasis on shared values and common goals among the Board members.



Vision of Beaufort

#### **Vision Themes:**

- Protective (environment, safety, culture)
  - Safe community
  - Centralizing public safety services
  - Protect shorelines
  - o Infrastructure
  - Environmental stewardship
- Beaufort as a Regional Leader
  - o Progressive (Resilient, educated, attentive, aware)
  - o positioned to solve complex, modern problems
- Diverse development
  - o Balanced (diverse, inclusive) Liveability
  - Inclusive development
  - o No separation of town citizens (race, class)
  - Diverse housing
  - o Mix of commercial/residential
- Responsive government
  - Strong partnerships
  - People as a resource

#### **Board of Commissioners Retreat Summary**



- Citizens
- Staff
- Transparent
- Increase cultural resources to act as an economic driver
  - Promotion of arts
- Multi-modal connected community
- Diverse/sustainable economy
- Enhanced park and water access
  - o Green space
- Healthy citizens (addressing drug abuse/addiction)
  - Mental health
- Feel of community
  - o Engaged community
  - Historic integrity preservation
  - o Amenities access for all
  - Sense of place
  - We are a jewel
  - o We are a maritime community
  - o "Beaufortness"
  - o Small-town charm
- A lot of changes coming
  - Sustainability
    - Financial
    - Economic changes
    - Environment

#### Based on this vision for Beaufort, the Board values:

- **Careful Stewardship:** We pledge to protect Beaufort's environment, ensure community safety, and centralize public safety services, preserving our cultural heritage and vital infrastructure.
- **Local Leadership:** Beaufort aims to lead regionally, embracing progressiveness, resilience, and a commitment to education, continuously seeking improvements and innovative solutions.
- **Inclusive Living:** Rejecting divisions, we commit to creating a balanced, inclusive community with diverse housing and spaces that celebrate everyone.
- **Responsive Governance:** Our governance is responsive, building strong partnerships, recognizing people as invaluable resources, and ensuring transparency in our actions.
- **Cultural Enhancement:** Beaufort dedicates itself to cultural and economic enrichment, promoting the arts, fostering connectivity, and creating a vibrant community with green spaces and water access.



# DAY TWO Identifying Priorities for 2024

In the next phase of the retreat, the Board delved into defining the policy priorities for 2024, a crucial aspect of shaping the trajectory of Beaufort's development. To inform this prioritization, the Board received comprehensive insights from staff regarding ongoing projects. Building upon this foundation, the Board had the opportunity to augment the list by incorporating additional priorities and projects deemed vital for the town's progress. A collaborative effort between the Board and staff resulted in the identification of 12 priorities, each in various stages of development, ranging from initial exploration to projects already in progress. Some priorities align with budgetary considerations, as indicated on the left in the accompanying picture. These priorities provide a roadmap for the Town's focused endeavors in the upcoming year. Also included are some of the long-term priorities that were discussed by the Board.

#### **Budget Priorities:**

- USDA-funded water and sewer infrastructure projects
- Waterfront Asset Improvement project (land/water-based activities)
- High-Rate Infiltration Basin (HRIB) project
- Trestle walk project
- Municipal facility replacements
- Stormwater enterprise fund

#### **Policy Priorities**

- Unified Development Ordinance (UDO) update
  - Udo Process and Community Engagement
- Code enforcement
  - Review code
  - Address derelict structures
  - o food trucks / noise
- Explore communication
  - Livestreaming of town meetings/recording for benefit of residents
- Short -term rentals
- Adoption of a multi-year financial plan
- Town's parking program update
- Main street program
- Adoption of a parks and rec master plan
  - o Ann St.
  - P + R presentation

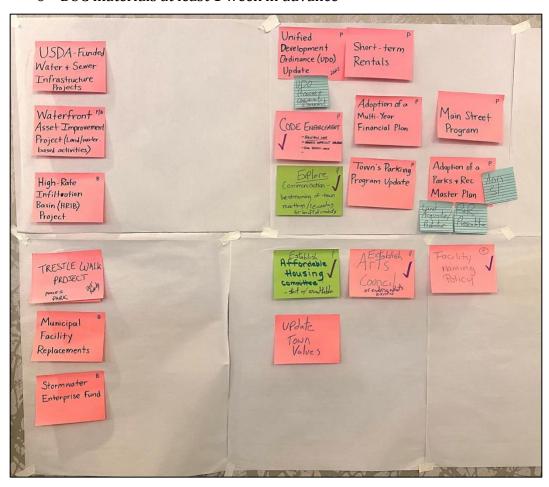
#### **Board of Commissioners Retreat Summary**



- Land acquisition/protection
- Establish Affordable Housing Committee
  - o Start w/roundtable and identifying stakeholders
- Establish Arts Council (or endorse what's existing)
- Update Town Values
- Facility Naming Policy

#### **Long-term Priorities**

- Art
- Resiliency
- Community character
- More from a tourist town to a family-friendly
  - More family program activities
- Communication
  - BOC materials at least 1 week in advance



The Board's Priorities for 2024

# Town of Beaufort Board of Commissioners Retreat Summary



# Guest Speakers – Tracy Mancini, Kyle Marek

The Board then heard enlightening presentations delivered by our distinguished guest speakers, Dr. Tracy Mancini, President of Carteret Community College and Kyle Marek, President of Carteret Healthcare. Kyle Marek meticulously detailed ongoing and future projects within Carteret Healthcare, outlining a multifaceted approach to address the evolving healthcare needs of our community. From the ambitious renovation and revitalization of surgical services to incorporating orthopedic robotic technology and addressing the pressing shortage of neurologists, the comprehensive strategies discussed reflect a proactive stance toward enhancing healthcare services in Beaufort. The increased demand for cancer care, especially post-COVID, was underscored, with plans for a significant \$50 million expansion of cancer centers. The imperative need for additional oncologists and infrastructure improvements, including expanded parking and addressing access issues in the Emergency Department, were highlighted. Kyle Marek also shed light on critical workforce challenges, emphasizing the necessity of competitive wages, affordable housing, and innovative recruitment strategies.

Dr. Tracy Mancini and Vice President of Corporate and Community Education Perry Harker presented the remarkable initiatives undertaken by Carteret Community College in the realm of education and workforce development. Celebrating 60 years of educational excellence, the college's commitment to fostering growth and innovation was evident. Dr. Mancini outlined the institution's dedication to expanding nursing programs, developing a surgical techs program, and creating academies covering diverse fields such as carpentry, electrical work, and HVAC. The establishment of a Health Sciences Simulation Center, coupled with efforts to increase minority representation in healthcare professions through the RCLP (Rural College Leaders Project), exemplified the college's visionary approach. The commitment to leveraging technology for education and telehealth, as demonstrated through the USDA grant for equipment at satellite locations across the county, further emphasized the college's commitment to community engagement.

The Board gained understanding of the collaborative efforts underway to shape the future of Beaufort's healthcare and educational landscape. The wealth of information shared by these speakers forms a crucial backdrop for our collective visioning and planning for the betterment of our community.

# Town of Beaufort Board of Commissioners Retreat Summary





Presentation by Dr. Tracy Mancini & Perry Harker

# Building Partnerships – Senator Sanderson, Representative Cairns

The Board of Commissioners then had the privilege of gaining valuable insights from esteemed guests Senator Sanderson and Representative Cairns. This marked a significant occasion as the Board welcomed these dedicated state representatives from the House and Senate. With the upcoming short session from April to June on the horizon, these representatives provided critical insights into legislative priorities, emphasizing areas such as tax reduction, regulatory reform, and government downsizing. This session marked an important moment, initiating the establishment of a collaborative relationship aimed at advancing Beaufort's interests at the state level. Their proactive engagement showcased a deep commitment to understanding and addressing Beaufort's priorities, setting the stage for collaborative dialogue during this interim period between sessions. In the past, their

#### **Board of Commissioners Retreat Summary**



efforts resulted in significant achievements, securing substantial funding for vital projects like the Maritime Museum, airport, jail, and community college.

This segment not only served as a platform to discuss past accomplishments but also delved into emerging concerns, including de-annexation, homeowners' insurance rate hikes, and challenges faced by homeowners' associations dealing with bad debt on timeshares. The exchange marked the beginning of a new partnership forged between our local leaders and Beaufort's representatives in the state legislature.



Mayor Harker introduces Senator Sanderson & Representative Cairns

After hearing from Beaufort's State representatives, guest speakers Erin Wynia and Abbie Britt from the North Carolina League of Municipalities (NCLM) took the floor. They introduced the vital work they undertake and informed the Board about the array of services and resources they provide, encompassing advocacy, education, training, and more. In addition to shedding light on their organization's offerings, they shared their own insights into the impending legislative short session, offering the Board a comprehensive perspective to enhance their understanding and set realistic expectations for the upcoming legislative agenda.

#### **Board of Commissioners Retreat Summary**



# Wrapping Up

In wrapping up the retreat, Mayor Harker and Town Manager Todd Clark expressed their gratitude for everyone's participation and the significant progress made. Looking ahead, they mentioned their aspiration to strengthen partnerships by extending an invitation to Beaufort County for future collaborations.

Closing the event, Warren Miller—Fountainworks' facilitator—shared a few concluding remarks, expressing gratitude to the entire group for their active engagement and valuable contributions.

The retreat was then officially adjourned.



#### Town of Beaufort, NC

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## Board of Commissioners Regular Meeting Regular Meeting 6:00 PM Monday, February 12, 2024 Train Depot, 614 Broad Street

#### Call to Order/Pledge of Allegiance

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

#### Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

#### PRESENT:

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

ABSENT: None

#### **Agenda Approval**

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

The motion carried unanimously.

Paul Burdette, Police Chief, introduced three new full-time employees as follows: Officer Daniel Latorella; Officer Justin Turney; Officer Todd Cunningham.

The Board welcomed the newly hired Police Officers.

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

Mayor Harker recognized Peter Crumley for his dedicated service to the community, as a vital member of the Parks & Recreation Advisory Board. She noted his expertise in walkability and accessibility have been instrumental in ensuring the parks, streets, and recreational spaces are welcoming and accessible to all. She thanked Mr. Crumley for his service, support, leadership and presented him with a certificate of appreciation and a Town of Beaufort coin.

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Mr. Crumley addressed the Board, expressing his gratitude for being able to service the community of Beaufort. He noted the experience had been rewarding and he felt they had accomplished a lot over the past few years. He shared the importance of continuing to improve walkability in the Town of Beaufort.

#### **Items of Consent**

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

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

The motion carried unanimously.

#### **Presentations**

1. Unified Development Ordinance (UDO) Primer

Kyle Garner, Planning Director, provided an overview of the process to update the Town's Unified Development Ordinance (UDO). He explained the Town would pick a consultant and they would meet with the community to gather an understanding of what they would like to see in the document. After gathering feedback from the residents, a scope of work would be created and then presented to the Board of Commissioners for their consideration and approval. Mr. Garner said he believed the Town knew of a suitable candidate. He noted there was money in the budget for the project. He suggested this project was extensive and predicted it would take about 18-24 months to complete.

Commissioner LoPiccolo asked how much money had been allocated for the project.

Mr. Garner replied \$140,000 had been set aside for the project, explaining the total cost was not known at this point. He noted the 160D updates were already complete, which is a cost saving aspect.

Commissioner LoPiccolo asked if the timeframe would allow the Town to put the project out to bid.

Mr. Garner explained it was at the Board's discretion, but rebidding the project would delay the start time by about six months.

Commissioner LoPiccolo asked if the Town had searched for any grants to help with the cost.

Mr. Garner explained the Town was awarded a grant, but there was a time limit that could not be met.

Commissioner Gillikin asked what type of meeting format would take place when a consultant was selected and directed to meet with Town residents and Board members.

Mr. Garner suggested to accommodate a variety of schedules throughout Town, there would likely need to be multiple outreach meetings at different times to ensure all residents have an opportunity to participate.

Commissioner Cooper asked if other firms were considered in addition to the Town's current preference.

Mr. Garner confirmed several firms were interviewed.

Commissioner Oliver asked for a more detailed timeline of the process.

Mr. Garner shared his goal would be that the consultant would initially meet with the Board in March or early April to begin the process; a series of public outreach meetings would then take place. He suggested a scope of work could be available for review and consideration as early as May 2024.

Commissioner Spiegler spoke on the original RFP that was put out in 2020, sharing applications were received from consultants to update the CAMA Land Use Plan and UDO. She noted the CAMA Land Use Plan had been completed by Stewart, but they did not update the UDO portion.

Mr. Garner confirmed the information.

Commissioner Spiegler asked what the next options would be if the Board determined the preferred consultant selection was not going to meet the Town's needs.

Mr. Garner explained it was ultimately the Board's decision and the Town could always develop another RFP.

Commissioner Spiegler asked about the process of forming a working group, as noted in the agenda packet.

Mr. Garner explained the UDO working group members would be appointed by the Mayor, similar to processes in the past.

Commissioner Spiegler commented on future grant opportunities and shared she would be working with Mr. Garner to explore those options.

Mayor Harker deemed a consensus for the Town to move forward with the UDO process as discussed.

#### **New Business**

#### 1. GFL Contract Extension

Todd Clark explained Town staff were requesting that the Board of Commissioners consider a five year extension of the current GFL contract for residential sanitation and recycling services, which is set to expire on February 28, 2024. He noted that the GFL contract for commercial sanitation services was separate and that was set to expire June 30, 2024; it was requested a five year extension be executed on that contract as well. He explained it was the Board's discretion to renew with GFL or put out a bid for services. He shared that Norma Yanez with GFL was present at the meeting to answer any questions the Board might have.

Commissioner LoPiccolo referenced a past letter from Waste Industries to the Town of Beaufort, noting several areas of potential partnership, such as a Police Community Watch Program, donations of \$10,000 to non-profit organizations, and applying for grants associated with solar recycling containers.

Ms. Yanez shared the first year of the contract, they did donate \$10,000 to the Friends of the Maritime Museum and they also helped with Backpack Blessing, a program at one of the local churches. She explained there had not been many requests for the \$10,000 over the years but did welcome those requests in the future. She also noted they were willing to work with the Police Department and if there was an interest in applying for the solar compactors, they would be able to assist in that process as well.

Commissioner LoPiccolo asked for some clarification on recycling.

Ms. Yanez shared that regular garbage was not mixed with recycled material, and explained the recycled items were sent to Jacksonville, North Carolina for processing.

Commissioner Gillikin commented that she had similar questions as Commissioner LoPiccolo, and it did seem to be a see something, say something situation for the Town.

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Commissioner Cooper noted a great deal of waste companies were getting out of the recycling business. He asked Ms. Yanez if she could foresee GFL doing that because it is not profitable.

Ms. Yanez said they had a big commitment to recycling, the infrastructure was in place, and they had no intentions of getting out of the business. She encouraged local organizations to reach out to her regarding yearly donations.

Commissioner Oliver asked for clarification of the actual name of the company, as it was listed differently on the original contract.

Ms. Yanez explained under the paperwork filed with the North Carolina Secretary of State, the company name is Waste Industries LLC doing business as GFL.

Commissioner Oliver noted recent customer service concerns. He questioned the terms of the agreement, as well as potential options of going through the RFP process.

Ms. Yanez shared GFL was getting ready to make a 7.5-10 million dollar investment in the Carteret County location. She explained these would be environmental investments in the County, with plans to upgrade trucks, install new fueling tanks, and update current facilities.

Commissioner Oliver asked when the new trucks would be in Beaufort.

Ms. Yanez said hopefully by the end of the summer. She said they would be willing to take a lesser term than the five year contract, but explained they had a budget and could not drop services to a month by month period.

Commissioner Spiegler noted the growing population in Beaufort and asked Ms. Yanez if her company could meet those expansion needs, especially during the seasonal periods.

Ms. Yanez confirmed they could, noting they were fully staffed and the new trucks coming would help with coverage.

Commissioner Spiegler commented on the importance of community engagement.

Mayor Harker commented on the donation piece of the agreement, she asked if the Board decided to go with GFL again, would there be another \$10,000 for charitable donations included?

Ms. Yanez confirmed she would add in the \$10,000 donation piece and noted the Town would keep the current pricing, which is a pre-covid system of pricing.

Commissioner Cooper made a motion to approve both contract extensions for five years, as presented, and under the guidelines discussed.

The motion carried unanimously.

#### 2. Award of Construction Contract FY23 Street Rehabilitation and Construction

Sam Bell, Assistant Town Engineer, shared that sealed bids for the construction of the FY23 Street Rehabilitation project were received on Thursday, January 18, 2024. The work for which bids were obtained includes the proposed rehabilitation of eight street segments and construction of two new street connectors to the Beau Coast development. He explained the bid tabulation shows Thomas Simpson Construction Co. submitted the lowest bid at \$1,089,718.35, which is within the Town's remaining budget for street rehabilitation projects. He shared that Town staff recommends award of a construction contract to Thomas Simpson Construction Co. in the amount of the bid, plus an approximate five percent contingency to cover unforeseen conditions. He explained the recommendation translates to an approximate contract amount of \$1,089,718.35 and a contingency in the range of \$54,500, with an expected reimbursement of \$104,012.50. He noted that the five percent contingency, or any remaining portion of it, can be expended to

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construct additional improvements once it becomes clear to Town staff that the likelihoo of encountering unforeseen conditions is negligible.

Commissioner Gillikin asked how the street repairs are prioritized and how deep the work will go.

Mr. Bell explained staff reviewed a street quality report from 2018 to identify the worst street segments in Town. Staff then overlaid that information with the upcoming USDA project, to determine which streets would not be part of that construction, to be most efficient in prioritizing the needed street resurfacing. He shared these segments would be mostly resurfacing.

Commissioner Cooper asked about Ann Street.

Mr. Bell said that would be part of the USDA project.

Commissioner Spiegler asked for confirmation for the total number of bids received.

Mr. Bell confirmed there were two bids received.

Commissioner Oliver asked when the project would start and end.

Mr. Bell estimated a start time of late March or early April and an end time of June.

Mayor Harker commented on the importance of informing residents as to when the work will begin.

Commissioner Oliver made a motion to award the construction contract to Thomas Simpson Construction Co., as presented.

The motion carried unanimously.

#### 3. Case #24-02 Davis Bay Final Plat

Michelle Eitner, Town Planner, explained the request was from WithersRavenel, on behalf of property owner, Blue Treasure LLC. She said the request was to subdivide two tracts, totaling 20.08 acres, into four lots. She noted the lots would be served by Phase 3 of the Beau Coast Development. The preliminary plat for this area was approved in January 2023 for installation of infrastructure improvements. She stated at their January 16, 2024, meeting, the Planning Board recommended unanimous approval of the Final Plat to the Board of Commissioners. She shared that the recreation fees total was \$2,310.80 and that they have been received by the Town.

Commissioner LoPiccolo asked if there were any changes from the preliminary plat to the final plat.

Ms. Eitner confirmed there were not.

Commissioner Cooper made a motion to approve the Davis Bay Final Plat as presented.

The motion carried unanimously.

#### 4. Volunteer Board Appointments

• Commissioner Cooper made a motion to open the floor to receive Planning Board nominations for the 3-year term, beginning February 29, 2024.

The motion carried unanimously.

Commissioner Gillikin nominated Ryan Neve.

Commissioner Cooper nominated Ralph Merrill.

Commissioner Oliver made a motion to close the nomination floor.

The motion carried unant

Mayor Harker called for a vote for Ryan Neve.

In favor: Commissioner LoPiccolo, Commissioner Gillikin, Commissioner Oliver, Commissioner Spiegler

Mayor Harker called for a vote for Ralph Merrill.

In favor: Commissioner Cooper

Mayor Harker confirmed Ryan Neve had the majority vote and was appointed to serve as a member on the Planning Board for a full three-year term.

 Commissioner Gillikin made a motion to open the floor to receive Planning Board nominations to fulfill the term ending February 13, 2026.

The motion carried unanimously.

Commissioner Cooper nominated Ralph Merrill.

Commissioner LoPiccolo nominated Victor Fasolino.

Commissioner Oliver made a motion to close the nomination floor.

The motion carried unanimously.

Mayor Harker called for a vote for Ralph Merrill.

In favor: Commissioner Cooper

Mayor Harker called for a vote for Victor Fasolino.

In favor: Commissioner LoPiccolo, Commissioner Gillikin, Commissioner Oliver, Commissioner Spiegler.

Mayor Harker confirmed Victor Fasolino had the majority vote and was appointed to serve as a member on the Planning Board, effective immediately, to fulfill the term ending February 13, 2026.

 Commissioner Cooper made a motion to open the floor to receive Board of Adjustment nominations for the three-year term, beginning February 29, 2024.

The motion carried unanimously.

Commissioner Gillikin nominated Catherine Reeve.

Commissioner Oliver made a motion to close the nomination floor.

Mayor Harker called for a vote to appoint Catherine Reeve to serve another threeyear term on the Board of Adjustment.

In favor: Commissioner LoPiccolo, Commissioner Gillikin, Commissioner Cooper, Commissioner Oliver, Commissioner Spiegler.

The Board unanimously voted for Catherine Reeve for re-appointment to the Board of Adjustment.

 Commissioner Cooper made a motion to open the floor to receive Historic Preservation Commission nominations for the 3-year term, beginning February 29, 2024.

The motion carried unanimously.

Commissioner Oliver nominated Bradley Cummins for re-appointment.

Commissioner Oliver made a motion to close the nomination floor.

The motion carried unanimously.

Mayor Harker called for a vote to appoint Bradley Cummins to serve another threeyear term on the Historic Preservation Commission. In favor: Commissioner LoPiccolo, Commissioner Gillikin, Commissioner Coopel Commissioner Oliver, Commissioner Spiegler.

The Board unanimously voted for Bradley Cummins for re-appointment to the Historic Preservation Commission.

 Commissioner Cooper made a motion to open the floor to receive Parks and Recreation Advisory Board nominations to fulfill the term ending September 30, 2026.

The motion carried unanimously.

Commissioner Oliver nominated Ronald Dupuis.

Commissioner Gillikin made a motion to close the nomination floor.

The motion carried unanimously.

Mayor Harker called for a vote to appoint Ronald Dupuis to serve on the Parks and Recreation Advisory Board, effective immediately, with a term ending September 30, 2026.

In favor: Commissioner LoPiccolo, Commissioner Gillikin, Commissioner Cooper, Commissioner Oliver, Commissioner Spiegler.

The Board unanimously voted for Ronald Dupuis to serve on the Parks and Recreation Advisory Board.

Due to lack of applicants, Town Staff was directed to re-advertise for the Board of Adjustment alternate member (three year-term) and Historic Preservation Commission member (three-year term). It was suggested these positions be advertised for 30 days and brought back to the Board of Commissioners for consideration.

#### **Public Comment**

#### Pat Wesson: 1539 Ann Street, Beaufort NC

Ms. Wesson spoke of an upcoming senior resource fair that is set to take place in Beaufort on March 9th. She discussed the need for a community center in the area for all ages, but especially for senior citizens.

#### Steve Tulevech: 114 Town Creel Drive, Beaufort NC

Mr. Tulevech shared the Crystal Coast Triathlon would not take place in 2024, due to lack of participation and a few other factors. He shared a letter from the Crystal Coast Board of Directors that thanked the Town of Beaufort and all those individuals involved in making the event successful in the past.

#### Harriet Altman: 103 Leonda Drive, Beaufort NC

Ms. Altman spoke on how well the CAMA Land Use Plan was put together and the positive community involvement throughout the process. She expressed the importance of having citizen involvement throughout the course of the UDO update. She shared concerns related to growth and development in the area. She also commented on recycling in Beaufort and suggested GFL could have more bins in the downtown area.

#### Janet Woodward: 2217 Lennoxville Road, Beaufort NC

Ms. Woodward commented on the importance of recycling in Beaufort. She also asked there be a report provided regarding the Board of Commissioners Annual Retreat. She shared that she spoke with Mayor Jerry Jones from Morehead City and explained they too had moved their public comment down on the agenda. She suggested public commented by bull be allowed during Town's work session

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meetings. She expressed the importance of citizens being informed and working with Town officials of different things happening throughout the community. She shared that the Town of Morehead was in the process releasing closed session minutes from the past few years.

#### **Manager Report**

Mr. Clark shared there would be minutes and a detailed summary of the Board of Commissioners Retreat available in the next few weeks.

Greg Meshaw, Town Engineer, provided an update on the USDA project. He specifically spoke on the areas where the project has been reduced. He also shared information on the financing piece of the project, noting resolutions and other documents would be before the Board for approval at the March 11th Regular Meeting.

Mr. Garner provided an update on the Compass Hotel project. He shared it was his understanding that the Compass Hotel owners were still working with their lenders to finalize the loan, noting this process had been going on for some time. He explained the Town had not received a closing date as of today. He also provided an update on the NC DOT access management project, that will effect the future Live Oak Street roundabout.

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

Mr. Clark asked Arey Grady to speak on live streaming Town of Beaufort volunteer board meetings.

Mr. Grady said that generally, there were no real legal issues with live streaming Town meetings. He discussed NC General Statue 160D-109(d) and NC General Statue 160D-301(b)(6), explaining the Board of Commissioners should not watch or participate in any volunteer board meeting associated with a quasi-judicial proceeding.

The Board consensus was for the Town to move forward with determining the logistics of live streaming volunteer board meetings, specifically the Planning Board meeting. The Board also acknowledged their duty to abide by the code of ethics, understanding they should not view or participate in any quasi-judicial matter before the Planning Board.

#### **Mayor/Commissioner Comments**

Commissioner LoPiccolo thanked Town staff for making the transition for the new Commissioner smooth and efficient. He commended those who helped make the Mardi Gras event successful. He noted the importance of a community center in Town that would welcome all ages.

Commissioner Gillikin also commented on a very positive and successful Mardi Gras event. She spoke about the Davis Bay Final Plat and discussed the importance of the UDO update in a timely manner.

Commissioner Cooper spoke of the excellent Mardi Gras event and parade. He spoke on Black History month and those who have represented Beaufort in a positive way.

Commissioner Oliver thanked the Beaufort Business Association (BBA) for a wonderful Mardi Gras event. He commented on the January financial report, noting he believed the Town would have a positive variance in revenue and expenditures at the end of the current fiscal year.

Commissioner Spiegler thanked all those in attendance as well as those viewing the meeting online. She commended Peter Crumley and his service to the Parks and Recreation Advisory Board. She also spoke about the upcoming UDO process, noting her excitement and hopes for a large amount of citizen engagement. She shared that there had been a recent change to the CAMA rules and encouraged those who were interested to read more about it online and participate in the public comment period.

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Mayor Harker commented on the vibrant community of Beaufort, noting the success of the recent Ma Gras event. She also commented on February being Black History Month as well as Art History Month. She again welcomed the new employees in the Police Department. She shared that the Governor of North Carolina visited the area recently and she was able to meet him at East Carteret High School, as he was exploring the school's CTE program.

#### **Closed Session**

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

Commissioner Cooper made a motion to enter closed session, pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (4).

The motion carried unanimously.

#### **Adjourn**

Commissioner Cooper made a motion to adjourn the meeting at 10:37 p.m.

The m	notion carrie	ed unanimo	ously.	
_				
;	Sharon E. H	Harker, Ma	yor	

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 11, 2024 Train Depot, 614 Broad Street Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent

**SUBJECT:** FY 2024 Audit Contract

#### **BRIEF SUMMARY:**

Martin Starnes and Associates has provided an agreement outlining the fees for FY 2024, 2025, and 2026. The fees are as follows:

2024 \$31,000 2025 \$34,100 2026 \$37,510

If the Town requires a single audit the fees will be increased by \$4,000 (for up to 2 major programs).

Additionally, the FY 2024 audit contract and engagement letter with Martins Starnes and Associates are attached. The cost of the FY 23 audit was \$29,035. The fees for the FY 2024 audit will be \$35,000. This cost includes the fees (\$4,000) for the single audit.

#### **REQUESTED ACTION:**

Approve the agreement with Martin Starnes and Associates to prepare the Audit for FY 2024, 2025 and 2026 per the fees listed in the agreement.

Approve the FY 2024 Audit Contract.

#### **EXPECTED LENGTH OF PRESENTATION:**

Items of Consent

#### **SUBMITTED BY:**

Christi Wood - Finance Director

#### **BUDGET AMENDMENT REQUIRED:**

No



"A Professional Association of Certified Public Accountants and Management Consultants"

February 26, 2024

Christi Wood, Finance Director Town of Beaufort PO Box 390 Beaufort, NC 28516

Dear Christi,

It has been a pleasure to provide audit services to the Town of Beaufort for the past several years. We are looking forward to a continued relationship with the Town that will allow us to become more efficient in our procedures and offer even better management suggestions as a result of our knowledge of the Town's operations.

The audit relationship is much more than a commodity product. Therefore, the Local Government Commission does not require the services to be re-bid at the end of a service agreement. We are proud of the level of service we offer and believe that to be the reason we have an excellent renewal rate with our government clients. We would rather negotiate a renewal of our agreement rather than subject the relationship to the bidding process.

We are required by our auditing standards to maintain our independence, and we can assure the Town that Martin Starnes & Associates takes compliance with the independence standards seriously. We reevaluate the audit process each year during the planning stage to make sure we are addressing the pertinent risk areas of the Town's audit. Therefore, a long audit relationship, if managed properly, is a great benefit to the Town.

Audit contracts must be approved annually by the Local Government Commission. For your planning purposes, our estimated fees to provide our services to you in the future are shown in the table below. These are estimated fees only. Governmental and rule-making boards may add or change their requirements related to our services which may change these estimates. The final fee arrangement will be outlined in the annual contract for the respective year.

Our proposed audit fees for the Town of Beaufort for fiscal years ending June 30, 2024 – 2026 are as follows:

2024	\$ 31,000	*see below
2025	34,100	*see below
2026	37,510	*see below

\*If the Town requires a Single Audit for federal and/or state grant expenditures in any year, the fees above will be increased by \$4,000 (for up to 2 major programs) to cover the additional testing and procedures required. Additional major programs in excess of 2 will be charged at \$4,000 each.

The audit fees listed above include the following:

- MSA drafting the financial statements and footnotes
- Preparation of the auditor portions of the Data Collection Form, as required
- Submission of the report to the LGC
- Up to 15 bound copies of the report
- Presentation to the Town Council

Items to be billed separately (outside of the audit contract) include:

LGC data input worksheet preparation

We look forward to your favorable response regarding our service renewal agreement.

Sincerely,

Marcela J. Spivey, CPA
Audit Partner

For acceptance of this agreement, please sign a copy of this letter in the space provided and return it to our office via email to Amber McGhinnis at amcghinnis@msa.cpa.

Accepted by:		
Title:	Date:	



"A Professional Association of Certified Public Accountants and Management Consultants"

February 26, 2024

Christi Wood, Finance Director Town of Beaufort PO Box 390 Beaufort, NC 28516

The following represents our understanding of the services we will provide the Town of Beaufort.

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Beaufort, NC, as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Beaufort's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Beaufort's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

#### Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form (if applicable)**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Beaufort's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Beaufort's basic financial statements. Our report will be addressed to the governing body of the Town of Beaufort. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable

to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Audit of Major Program Compliance**

Our audit of the Town of Beaufort's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope

than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

#### Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
- 4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
- 5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
- 6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
- 7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
- 8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
- 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 10. For taking prompt action when instances of noncompliance are identified;
- 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings:
- 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13. For submitting the reporting package and data collection form to the appropriate parties;
- 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

#### 15. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
- b. Additional information that we may request from management for the purpose of the audit;
- c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
- e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
- 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work:
- 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
- 20. For the accuracy and completeness of all information provided;
- 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

#### **Nonattest Services**

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form
- Preparation of LGC's data input worksheet
- Clerical services

We will not assume management responsibilities on behalf of the Town of Beaufort. However, we will provide advice and recommendations to assist management of the Town of Beaufort in performing its responsibilities.

The Town of Beaufort's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

#### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

#### **Provisions of Engagement Administration and Fees**

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree

to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 26,700
Financial Statement Drafting	4,300
Single Audit Fees (up to 2 programs)	 4,000
	\$ 35,000
Additional Fees:	
Charge per major program in excess of 2	\$ 4,000

Please note that the fees above include up to 2 major programs, as indicated. The "total amount not to exceed" listed on the audit contract also includes up to 2 major programs. If the total number of major programs exceeds 2 and the "total amount not to exceed" needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Beaufort's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

#### Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

#### Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

#### Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$400 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Hickory, North Carolina

Martin Starnes & associates, CPas, P.a.

Martin Starnes & Associates, CPAs, P.A.

RESPONSE:
This letter correctly sets forth our understanding.
Acknowledged and agreed on behalf of the Town of Beaufort by:
Signature:
Title:

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

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

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	Date Audit Will Be Submitted to LGC
	06/30/24	10/31/24

Must be within four 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. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. 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), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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 based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. 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 four 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.

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- 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.

#### LGC-205

#### **CONTRACT TO AUDIT ACCOUNTS**

- Rev. 11/20
- 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). Financial statement preparation assistance 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).

#### LGC-205

#### **CONTRACT TO AUDIT ACCOUNTS**

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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.

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#### **FEES FOR AUDIT SERVICES**

I. 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			
presented to the LGC without this info	<u> </u>	o provided by the reducer, contracte	
presented to the LGC without this into	imation will be not be approved.		
Financial statements were prepared b	y: ☑Auditor □Governmenta	al Unit	
f applicable: Individual at Governme experience (SKE) necessary to over results of these services:	<u>o</u>		
Name:	Title and Unit / Company:	Email Address:	
Christi Wood	i 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)	\$ 30,700 (\$26,700 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)	<b>\$</b> 4,300		
All Other Non-Attest Services	\$		
TOTAL AMOUNT NOT TO EXCEED	\$ 35,000 (includes 2 major programs)		
Discretely Presented Component Unit	N/A		
Audit Fee (financial and compliance if applicable)	\$		
Fee per Major Program (if not included above)	\$		
Additional Fees Not Included Above (if applicable):			
Financial Statement Preparation (incl. notes and RSI)	\$		
All Other Non-Attest Services	\$		
TOTAL AMOUNT NOT TO EXCEED	\$		

#### **SIGNATURE PAGE**

#### **AUDIT FIRM**

Audit Firm*		
Martin Starnes & Associates, CPAs, P.A.		
Authorized Firm Representative (typed or printed)* Signature*		
Amber Y. McGhinnis	amler 4 M Glenni	
Date*	Email Address*	
02/26/24	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")	Signature
N/A	
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:	\$ 35,000 (includes 2 major programs)
Primary Governmental Unit Finance Officer* (typed or printed	Signature*
Christi Wood, Finance Director	
Date of Pre-Audit Certificate*	Email Address*
	c.wood@beaufortnc.org

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

#### **DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*		
N/A		
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)		
DPCU Chairperson (typed or printed)*	Signature*	
Date*	Email Address*	
Chair of Audit Committee (typed or printed, or "NA") $N\!/A$	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)*	Signature*
N/A	
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, 2020. 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 <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. 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, 2020, 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.

58

Koonce, Wooden & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021



#### **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 11, 2024

AGENDA CATEGORY: Items of Consent

**SUBJECT:** NC Main Street and Rural Planning Center- MOU &

Resolution

#### **BACKGROUND:**

At their 2024 Annual Retreat, the Board of Commissioners expressed a desire to begin the process of making Beaufort part of the NC Main Street Program. The first step in that process is for the Town of Beaufort to prepare an Economic Development Strategic Plan to focus on economic prosperity. Following approval of the attached Memorandum of Understanding (MOU) and proposed Resolution requesting the services of the NC Main Street and Rural Planning Center, a working group will be formed to develop the strategic plan.

#### **REQUESTED ACTION:**

Approval of the attached MOU and Resolution requesting services of the NC Main Street and Rural Planning Center to assist in preparation of an economic development strategic plan.

#### **SUMBITTED BY:**

Elizabeth Lewis, Town Clerk

N.C. Department of Commerce Rural Economic Development Division NC Main Street & Rural Planning Center Rural Planning Program



# MEMORANDUM OF UNDERSTANDING Economic Development Strategic Plan Project for the Town of Beaufort, NC

This Memorandum of Understanding (MOU) is entered into by and between the N.C. Department of Commerce, Rural Economic Development Division, NC Main Street & Rural Planning Center, Rural Planning Program ("Program") and the Town of Beaufort, NC ("Town"), and together the "Parties," for the purpose of setting out the terms and understandings between the Parties for the Program to assist the Town with the preparation of an economic development strategic plan ("Project").

**WHEREAS**, the Town has requested assistance from the Program with the preparation of an economic development strategic plan.

**WHEREAS**, as part of the N.C. Department of Commerce, the state's lead agency for promoting economic development and prosperity, the Program provides services and assistance to local units of government to add value to their community economic development efforts.

WHEREAS, the mission of the NC Main Street & Rural Planning Center, which includes the Program, is to work in regions, counties, cities, towns, downtown districts and in designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results, such as investment, business growth, and jobs. To further that mission, the Program may share successful "best practices" with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.

#### The Program and Town agree as follows:

#### I. Project Scope of Work

#### **Program Services and Project Activities**

The Program will conduct a planning process for the Town to help it create an economic development strategic plan. Components of the planning process are outlined below but may be adjusted to meet the needs of the Town.

- A. Guided Tour of the Town of Beaufort Early in the planning process for the Project, the Town will lead a tour of Beaufort for Program staff.
- B. Community Assessment

- 1. Review existing plans, reports, data, and other information about the Town of Beaufort, Carteret County, and the surrounding region.
- Gather input from Town officials and staff, a local work group, stakeholders, and the
  community regarding the economy of Beaufort through interviews, surveys, and other
  methods.
- 3. Facilitate one or more meeting(s) with a local work group and Town staff to:
  - a. Present and discuss economic and other relevant data and information.
  - b. Identify and discuss local assets and how they relate to the local economy.
  - c. Conduct and discuss a SWOT analysis.
  - d. Present and discuss the results of interviews, surveys, and other input gathered during the Community Assessment.
- C. Economic Development Strategic Plan Development
  - 1. Facilitate meetings with a local work group and Town staff and use the results of the Community Assessment to:
    - a. Develop an economic positioning/vision statement that identifies the Town's economic development strategies.
    - b. Develop economic development strategies with goals, objectives, and actions/projects.
    - c. Finalize a draft economic development strategic plan.
  - 2. Present the Economic Development Strategic Plan to the Town of Beaufort Board of Commissioners. An electronic copy of the plan will also be provided.

#### **Town Roles and Responsibilities**

- A. Guided Tour of the Town of Beaufort Early in the planning process for the Project, the Town will lead a tour of Beaufort for Program staff.
- B. Local Work Group The Town will be responsible for assembling a local work group to participate in the Project. The local work group may include, but is not limited to, elected or appointed officials, town staff, local business owners/operators, representatives of civic organizations with an interest in the community, and/or active residents.
- C. Meetings The Town will be responsible for providing or otherwise securing meeting space for the local work group and other activities related to the Project. If local work group meetings and/or other Project activities must be conducted virtually, using an internet-based video conferencing platform, for example, the Town will be responsible for ensuring participants are able to access and attend such meetings.
- D. Meeting Materials and Other Information The Town will share meeting agenda, relevant maps and other images, documents, and plans electronically with the Program and all Project participants.

#### **Proposed Project Timeline**

The Project is scheduled to begin in March 2024 and is targeted for completion by September 2024.

#### Project Staff

The lead Program staff member for the Project will be Samantha Darlington, Community Economic Development Planner for the Southeast Region, with assistance from other Program staff members, as needed.

#### **Cost for Services**

The Town will be responsible for paying for Project-related expenses incurred by Program staff while providing services (materials, mileage, and meal allowances) and other costs directly related to the Project. The Program bills its clients for such expenses quarterly and payment is generally due within 30 days following receipt of the invoice. For travel billing, the Program uses the Internal Revenue Service (IRS) business standard mileage rate in effect when travel occurs.

#### Next Steps

The Project start date will be scheduled upon receipt by the Program of this signed MOU and a signed resolution, adopted by the Town of Beaufort Board of Commissioners, that requests assistance from the Program for the Project (sample resolution attached).

#### II. Effective Term and Termination of MOU

This MOU will be effective on the date the last of the Parties executes it. This MOU is subject to modification at any time upon written amendment signed by the Parties. In the event of Program staff turnover, budget reductions, or other unforeseeable events, however, the Program may be compelled to place a project in an indefinite "hold" status until replacement staff resources can be secured. In rare cases, where very specialized staff skills are unable to be replaced, the project commitment may be terminated by the Program. Projects may also be reprioritized consistent with department or division policies.

#### III. Auditing

The records as they relate to this MOU shall be accessible to the North Carolina State Auditor's Office in accordance with N.C. Gen. Stat. §147-64.7 and to any other State or federal entity authorized to conduct audits with respect to activities performed pursuant to this MOU.

#### IV. Information Sharing/Confidentiality

To facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying

out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.

#### V. Notices

All notices given in connection with this MOU shall be in writing and, if routine, may be sent by email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addresses set forth below.

#### PROGRAM:

Karen Smith, AICP, Rural Planning Program Manager NC Main Street & Rural Planning Center 48 Grove Street Asheville, NC 28801 ksmith@commerce.nc.gov

#### TOWN:

E. Todd Clark, Town Manager Town of Beaufort, NC 701 Front Street P.O. Box 390 Beaufort, NC 28516 t.clark@beaufortnc.org

#### VI. Governing Law

This MOU is governed and construed in accordance with the laws of the State of North Carolina.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

#### VII. Signatures

The Program and Town agree to the foregoing understandings as indicated by the signatures below of their respective authorized representatives.

RURAL PLANNING PROGRAM		
Voron C Smith AICD		
Karen C. Smith, AICP Rural Planning Program Manager	Date	
TOWN OF BEAUFORT, NC		
E. Todd Clark, Town Manager	 Date	

NORTH CAROLINA DEPARTMENT OF COMMERCE RURAL ECONOMIC DEVELOPMENT DIVISION NC MAIN STREET & RURAL PLANNING CENTER

#### Please sign, date, and return the MOU and resolution, by email or U.S. mail, to:

Karen Smith, Rural Planning Program Manager NC Main Street & Rural Planning Center 48 Grove Street Asheville, NC 28801 ksmith@commerce.nc.gov

Town of Beaufort, NC

#### Please also send signed copies of the MOU and resolution via e-mail to:

Samantha Darlington 8108 Hawkins Circle Leland, NC 28451 samantha.darlington@commerce.nc.gov



# Resolution Requesting the Services of the NC Main Street and Rural Planning Center for the Town of Beaufort NC

RESOLUTION NO. 24-\_\_\_\_

WHEREAS the Beaufort Town Commissioners wish to undertake the preparation of an <u>Economic Development Strategic Plan</u> to focus on economic prosperity; and

WHEREAS the Beaufort Town Commissioners would like assistance with this project from the NC Main Street and Rural Planning Center; and

WHEREAS the NC Main Street and Rural Planning Center and the Town of Beaufort have reached an agreement on the work to be performed.

NOW THEREFORE BE IT RESOLVED that the Beaufort Town Commissioners hereby request the NC Main Street and Rural Planning Center to assist the Town with the preparation of an economic development strategic plan, agree to reimburse the NC Main Street and Rural Planning Center for the materials, mileage and meal allowances of the Rural Planning staff who assist the Town on this project, are committed to adoption of the assessment, and implementation to begin when the plan is completed.

DULY ADOPTED BY THE BEAUFORT BOARD OF COMMISSIONERS ON:

	_
Date	
<del></del>	
Sharon E. Harker, MAYOR	
ATTECT	
ATTEST:	
	(seal)
Elizabeth Lewis, TOWN CLERK	(301)



#### 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 11, 2024 Train Depot, 614 Broad Street Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent

SUBJECT: Residential Solid Waste Fee Increase

Per our residential service agreement, with Waste Industries (GFL) the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region as published by US Department of Labor. Effective April 1, 2024, the rates will be increased by 3.7% for residential services. The notice from GFL is attached.

The change in the residential solid waste fee from \$22.34 to \$23.17 (an increase of \$0.83 per month or \$9.96/annually).

The term of contract for Residential Service with GFL has been extended for 5 years.

The term for the contract for WBD Service with GFL has been extended for 5 years. The rate increase for the WBD district is 3.7% and will be effective July 1, 2024.

#### **BRIEF SUMMARY:**

#### REQUESTED ACTION:

Approve Solid Waste Fee Change

#### **EXPECTED LENGTH OF PRESENTATION:**

Items of Consent

#### SUBMITTED BY:

Christi Wood - Finance Director

#### **BUDGET AMENDMENT REQUIRED:**

No



February 12, 2024

Christi Wood Finance Officer Town of Beaufort 701 Front Street Beaufort, North Carolina 28516

Dear Ms. Wood,

Per our Residential Service agreement, the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region as published by US Department of Labor. Effective April 1, 2024, your rates will be increased by 3.7%.

As always, thank you for allowing Waste Industries dba GFL to provide these services. Please let me know if you have any questions or concerns.

Respectfully,

Norma Yanez Government Contracts Manager



February 12, 2024

Christi Wood Finance Officer Town of Beaufort 701 Front Street Beaufort, North Carolina 28516

Dear Ms. Wood,

Per our Compactor/Front End service and Residential Service agreement, the monthly fee shall be adjusted on an annual basis to reflect the annual adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U): South Region as published by US Department of Labor. Effective July 1, 2024, your rates will be increased by 3.7%.

As always, thank you for allowing Waste Industries dba GFL to provide these services. Please let me know if you have any questions or concerns.

Respectfully,

Norma Yanez Government Contracts Manager



#### 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 11, 2024

AGENDA CATEGORY: Items for Consent

**SUBJECT:** Periwinkle Event Request-Mile

Run

#### **REQUESTED ACTION:**

Consider approval of the event application for The Periwinkle to host a Beer Mile event on April 20, 2024 as a fundraiser for Misplaced Mutts. The event is scheduled to start at 2 p.m. and to be complete by 3 p.m.

The event involves competitors running four .25 mile laps. In between each lap, they will consume a low ABV beer at 406 Live Oak Street in the parking lot of The Periwinkle. Competitors will exit the parking lot, cross Cedar Street and head down Gordon Street until they reach Broad Street where they will turn around and head back to the parking lot. The world record is 4 minutes.

The event will involve temporary road closures that will last less than an hour. The following roads will be impacted from 2-3 p.m.: Gordon Street to Broad Street from the Live Oak corner crossing Cedar Street - Closure starts at The Periwinkle parking lot, opening onto Cedar crossing to Gordon down to Broad.

Beaufort Public Safety has reviewed the event and worked with the organizer on the run route and has submitted their approval of the proposed route.

As no alcohol will be consumed on Town property and the road closures are minimal, no extra Town staffing is anticipated at this time.

Other than the temporary road closures and assistance of on-duty public safety staff during the closure period, no other Town resources or requests are involved.

#### **EXPECTED LENGTH OF PRESENTATION:**

None

#### SUBMITTED BY:

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: Beer Mile
Locati	on of Event Site: 406 Live Oak St, the periwinkle
(If mo	re than one site is being requested please be specific and list each one individually below)
	The event will serve as a fundraiser event for Misplaced Mutts. In this traditional event : competitors consume a low
	Abv beer, run .25miles, for a total of 4 laps to complete a 'beer mile' the consumption of alcohol will take place ONLY On 406 live oak st grounds in the parking lot of the periwinkle. Competitors then exit parking lot crossing CEDAR st And heading down GORDON St. until they reach BROAD ST. where they turn back and head back to the parking lot At the periwinkle (406 LIVE OAK ST.) The world record is 4minutes, the event shouldn't take longer than 30-45 Minutes.
Run b	y: the periwinkle
	Applicant (Organizer) Name: <u>beckie davis</u> Contact # 252 229 3553 _
Day of E	vent Contact #: 252 229 3553Email: theperiwinklenc@gmail.com_
Type o	of Event:
0	Festival
0	Parade

o 5K Race RACE but 1mile run

o 10K Race

<ul><li>Music Event</li><li>Other</li></ul>	
Set-Up Date: 4.20.2024	_Start Time: 1pm
Tear Down Date: 4.20.2024	_End Time: 8pm
Estimated Attendance: 5- 100 ppl	_Admission Fees: free
Event Description:	
425 legs of a one mile run. Down and back on G	ordon st to Broad St. Fundraiser for Misplaced Mutts

## **ORGANIZER/APPLICANT INFORMATION**

Name of Organization: the periwinkle bottle shop and social space		
Primary Contact Person: beckie davis		
Mailing Address: 406 Live Oak ST Beaufort NC 28516		
Email: theperiwinklenc@gmail.com		
Daytime Phone #: 252 229 3553		
Alternate Contact Person: kris davis		
Is your group a non-profit organization? no		
your application.		

# SITE PLAN

#### Site Plan Attached

- o 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:

0	East Parking Lot
0	West Parking Lot
0	Craven Street Parking
0	Middle Lane
0	John Newton Park
0	Lynn Eury Park
0	Grayden Paul Park
0	Topsail Marine Park
0	Other Please list:
Site Plan for the	ements: (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the edesired location. Please note extra charges may apply in accordance to the fee schedule. g Carts: \$10 each, Electricity: \$50)

during your event. IE: Tent Rentals, Inflatable Rentals, Port-A-Pottie Rentals, etc.	
Will there be canon/re-enactment fire during your event? Beaufort Fire Department for safety procedures.	If yes, please coordinate with the

### **ALCOHOL**

Alcohol at the event YES x 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 on site permitting through our existing ABC\_\_\_(Applicant's Signature) beckis davis

### **ROAD CLOSURES**

Does your event require a road closure? xYES\_NO Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
GORDON ST to BROAD ST from live oak corner CROSSING CEDAR St.	1pm	2pm	3pm	3pm
Closure START at periwinkle parking lot, opening onto CEDAR crossing to GORDON down to BROAD.				

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 b 74 b to regular traffic during an event, but an unobstructed fire lane must be left open at all times for emergency vehicles.



The rate is \$18 per day per space in th special event closure during Pay-To-Pa	Please mark on the site map if applicable) (Please note charges may apply. East & West parking lots and \$9 per on street parking space per day for k season).
note that parking space closures MUS	u are requesting. Spaces are numbered so please be specific. Also please be approved by the Board of Commissioners. Event organizers are not without Town permission prior to an event.
•	res. Please include this with your event application.
Bicycle Parking: Ye sxNo	
Additional Handicap Parking: Yes	NoLocation:
and the name/contact information for	any shuttle/trolley service):
RADE/WALK INFORMATION	
RADE/WALK INFORMATION  Parade Assembly Area:	Time:
Parade Assembly Area:	Time:
Parade Assembly Area: Parade Dismissal Area:	Time:
Parade Assembly Area: Parade Dismissal Area: Parade Start Time:	Time:
Parade Assembly Area:  Parade Dismissal Area:  Parade Start Time:  RGENCY MANAGEMENT  Route Map Attached: x_YESNO (I	Time:

How will your e	vent staff react to severe weather?  We will monitor any severe weather and cancel or postpone if needed.
How will you alo	ert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be ach location)
RISK ASSESSME	<u>NT</u>
=	for Event Organizers to identify risks and hazards associated with their event and know how to isks. Please identify possible risks for your event and list below (weather, food, fire, etc.) Please
What training w	vill you provide to your volunteers/staff/participants regarding emergencies?
;	
Will you have te	ents at your event?_YES xNO
If your event ind There is a \$50 fe	ent sizes:cludes tents, you must make arrangements with the Beaufort Fire Department for a tent permit. ee. Please contact Tammy Turek at (252) 728-4325 to make arrangements. The Tent Permit l a list of requirements are available online at www.beaufortnc.org.

### **FOOD**

TEN

Will there be food served at your event? X\_YES \_\_NO If yes, please provide a detailed list of all food vendors. Bokanina Food Truck

If yes, have you contacted the Carteret County Health Department to set up inspections? \_\_\_\_\_YES x\_NO All food vendors must have proper licensing, inspections, etc.

Bokaninas is properly inspected and licenses through Carteret County.

Will there be vendors selling items at your event? \_Yes xNo

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

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

### **CHECKLIST**

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

- o Tent Permit
- Detailed Site Plan
- Detailed Route Map (Parade/5K/10K)
- Map of Road Closures
- o ABC Permit
- Health Inspection Documentation
- o Insurance
- Non-profit documentation
- o Private property parking permission letter
- List of food vendors
- List of vendors
- Application Fee
- Application Signature
   I/We the event organizer <u>beckie davis</u>, on behalf of

The periwinkle \_\_\_\_\_\_, 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.

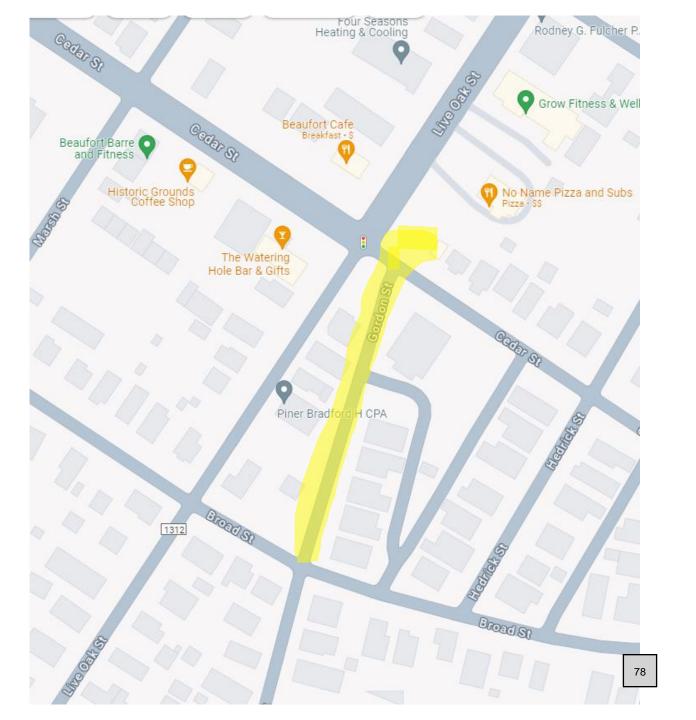
Applicant's Signature _	beckie davis	Date <u>2/27/2024</u>
11		

		0 1
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:	





### 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 11, 2024 – Train Depot

AGENDA CATEGORY: Public Hearing

**SUBJECT:** To approve or deny rezoning of the two parcels of Beaufort

Village Condominiums on Lennoxville Road

### **BRIEF SUMMARY:**

 Rezone the two parcels of Beaufort Village Condominiums on Lennoxville Road from R-8 to TCA.

#### **REQUESTED ACTION:**

Conduct Public Hearing

Decision on Proposed Rezoning

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Michelle Eitner

Planner

### **BUDGET AMENDMENT REQUIRED:**

N/A



### **Staff Report**

To: **Board of Commissioners** Date: 2/23/2024 Michelle Eitner, Planner From: **Meeting Date:** 3/11/2024 Case Number 24-04 **Summary of Request:** Rezone the two parcels of Beaufort Village Condominiums on Lennoxville Road from R-8 to TCA. Background **PINs and Addresses** 1. 730508893099000 - 1605 A-D, 1701 A-D, 1703 A-D, 1705 A-D, 1707 A-D, and 1709 A-D Lennoxville Road 2. 730508882954000 - 1711, 1713, 1715, and 1717 Lennoxville Road **Lot Sizes and Density** 1. 730508893099000 - 24 units on 3 acres = 8 units/acre 2. 730508882954000 - 4 units on 0.57 acres = 7 units/acre (based on calculated acres provided in county GIS tax parcel data) **Owner** Leon Capital Ventures LLC (Michael Jones) **Applicant** Kate Allen with Mary Cheatham King Real Estate **Current Zoning** R-8 **Existing Land Use** Condominium complex **CAMA Future Land Use Map** Compact/Multi-Family Neighborhood Amendment Required  $\square$  Yes  $\boxtimes$  No **Adjoining Land Use & Zoning** See Attached Zoning Map of Area **Special Flood Hazard Area**  $\square$  Yes  $\boxtimes$  No **Public Utilities** Water ⊠ Available ☐ Not Available Sewer ⊠ Available ☐ Not Available

**Additional Information** See Staff Comments

**Requested Action** Provide recommendation to the Board of Commissioners to:

• Approve the request; or

Deny the request

### **Planning Board Comments**

At their February 19<sup>th</sup> meeting the Planning Board recommended the rezoning request be approved.

### **Staff Comments**

These two tracts of land comprise the Beaufort Village Condominiums development at the northwest and northeast corners of the intersection of Lennoxville Road and Leonda Drive. Twenty-four of the condominiums were built in 1977 and the remaining four were built in 2007. Property owner Leon Capital Ventures LLC, represented by Kate Allen with Mary Cheatham King Real Estate, has requested a rezoning from R-8 to TCA. The existing multi-family use of the parcels is nonconforming in the current R-8 zoning district, but the properties would be rendered conforming if rezoned to TCA.

The Future Land Use Map of the current CAMA Core Land Use Plan classifies this property as Compact/Multi-family Neighborhood, which is consistent with the requested zoning of TCA Townhouses, Condominiums, and Apartments. No CAMA Plan amendment is required.

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 Future Land Use Map

Attachment E – Notification Certification

Attachment F - Application Packet

Attachment G – Planning Board's Consistency Statement

Attachment H - LDO Sections (R-8 & TCA)

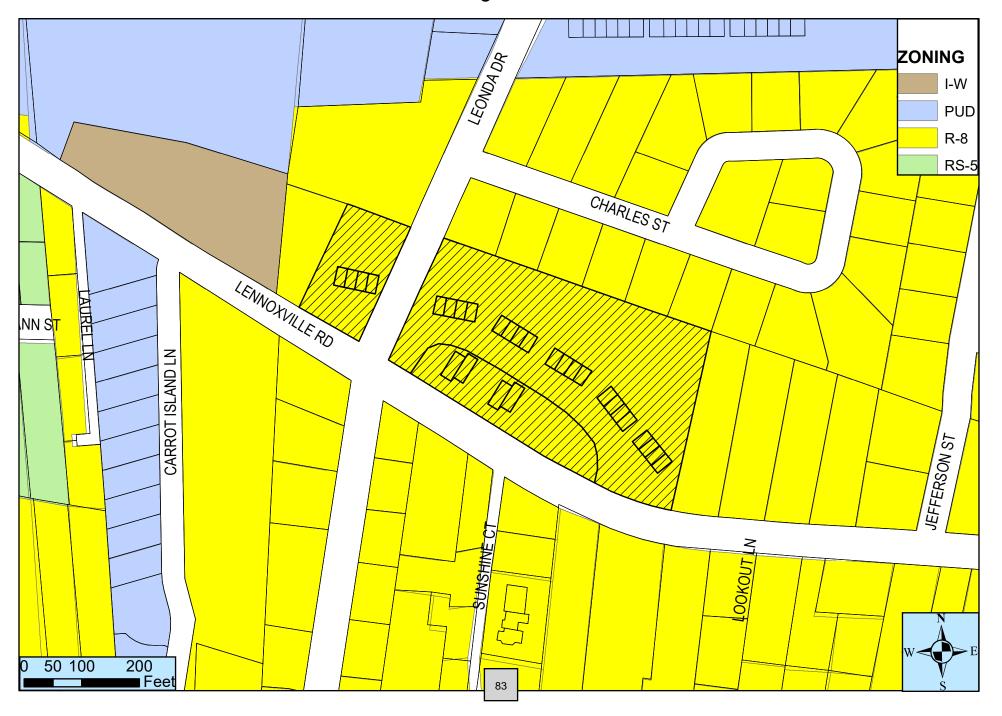
Attachment I - CAMA LUP Compact/Multi-Family Neighborhood Section

Attachment J – Draft Ordinance for Rezoning

### Case #24-04 Beaufort Village Condominiums Vicinity Map Rezoning R-8 to TCA



### Case #24-04 Beaufort Village Condominiums Zoning Map Rezoning R-8 to TCA



### Case #24-04 Beaufort Village Condominiums Vicinity Map Rezoning R-8 to TCA





### 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 #24-04 Beaufort Village Condominiums Adjacent Neighbors Rezoning Public Hearing – March 11, 2024 Board of Commissioners meeting

VALENTINE GINA M	DENKINS MICHAEL ETUX CHRISTINA	COSSON JAMIE GARY ETUX STACY
50 BROOKVIEW DIRVE	608 CREEKSIDE DRIVE	PO BOX 2440
NEWNAN, GA 30265	CLAYTON, NC 27520 7819	JULIAN, CA 92036
BROWN ROBERT L JR	JOHNSON RONALD K ETUX KATHLEEN	GALES SHORE PROPERTIES LLC
102 CHARLES ST	108 LEONDA DRIVE	175 GALES SHORE CIRCLE
BEAUFORT, NC 28516	BEAUFORT, NC 28516	NEWPORT, NC 28570
SEELAUS EDWARD A	SOWERS CONSTANCE WARREN	LEON CAPITAL VENTURES LLC
108 CHARLES STREET	109 LEONDA DRIVE	4004-105 BARRETT DRIVE
BEAUFORT, NC 28516	BEAUFORT, NC 28516	RALEIGH, NC 27609 6620
WOODHALL MICHAEL COLMAN	MEDLIN MARK T ETUX LISA C	ROTCHFORD LAURIE ETVIR WILLIAM
PO BOX 2235	210 TRANSYLVANIA AVE	3008 RUFFIN ST
BEAUFORT, NC 28516	RALEIGH, NC 27609	RALEIGH, NC 27607 4060
LAAK PETER ETUX NICOLA	LARKINS DANIEL J ETUX LINDA E	KIMRU INVESTMENTS LLC
100 CHARLES STREET	723 WASHINGTON AVE	4704 SAN JUAN CIRCLE
BEAUFORT, NC 28516	LINDEN, NJ 07036	MOREHEAD CITY, NC 28557
CUTHRELL WILLIAM G JR	TAYLOR DAVID BRYAN II	HARRIS LAWRENCE W III ETUX ANN
1811 LENNOXVILLE RD	1702 LENNOXVILLE R0AD	1007 HARVEY ST
BEAUFORT, NC 28516	BEAUFORT, NC 28516	RALEIGH, NC 27608
	GRAFINGER MICHAEL ETUX JOANNE	100 mm m
	2121 TIBWIN DRIVE	
4	RALEIGH, NC 27606	

I, *Michelle Eitner*, Town Planner for the Town of Beaufort NC, do hereby certify the above property owners, applicants, and adjacent property owners were each mailed a letter and vicinity map on February 23, 2024 regarding the above noted public hearing. A sign was posted on the subject property on February 23, 2024 regarding the same. A public hearing advertisement was sent to the Carteret News-Times for circulation on February 28 and March 6. The public hearing will be conducted at the March 11, 2024 Board of Commissioners meeting at the Train Depot, 614 Broad Street, Beaufort, NC, at 6:00 p.m.

Signed

Sebrary 23, 2029



#### 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: Kate Allen Applicant Address: 5420 Hwy 70, Morehead City, NC 28557 Email: kate@marycheathamking.com Phone Number: (910) 813-6677 Property Owner Name: Leon Capital Ventures, LLC Address of Property Owner: 4004-105 Barrett Dr. Raleigh, NC 27609 Phone Number: (919) 782-5246 Email: michael.jones@lekson.com PROPERTY INFORMATION Property Address: 1605, 1701, 1703, 1705, 1707, 1711, 1713, 1715, 1717 Lennoxville Road 15-Digit PIN: 730508893099000, 730508882954000 Lot/Block Number: \_\_\_\_\_ Size of Property (in square feet or acres): 2.01, 0.73 acres Current Zoning: R-8 Requested Zoning: TCA Applicant Signature Date of Applicant's Signature 1/26/24 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.

Please refer to the *Land Development Ordinance*, Section 3 and all other pertinent sections for the information required to accompany this application.

## REQUIRED ATTACHMENTS FOR AN AMENDMENT TO THE BEAUFORT ZONING MAP

### Please provide the following as attachments to the zoning map amendment form:

- 1. A statement as to whether or not the proposed zoning amendment is consistent with the Beaufort Land Use Plan.
- 2. A statement as to how the zoning amendment will promote the public health, safety or general welfare of the Town of Beaufort.
- 3. Proof of ownership (For example: a copy of the deed or city tax statement).

If a property is owned by more than one individual or if multiple properties under different ownership are applying under one request, attach a statement and signatures indicating that all owners have given consent to request the zoning change.

- 4. An area map of property to scale which includes:
  - North Arrow;
  - All Property lines and accurate property line dimensions;
  - Adjacent streets and names;
  - Location of all easements:
  - Location of all structures;
  - Zoning classifications of all abutting properties.
- 5. Please submit one digital/electronic copy of any drawings or plans associated with the amendment. At least one paper copy of the drawings or plans should also be submitted.
- 6. A TYPED list all property owners (with addresses) within 100 feet of the boundary lines of all properties requested to be rezoned (notification of adjacent property owners by the Town is required by North Carolina law).

# THE COMPLETE APPLICATION WITH SUPPORTING DOCUMENTATION IS DUE TO TOWN STAFF AT LEAST 15 WORKING DAYS PRIOR TO A SCHEDULED PLANNING BOARD MEETING.

The Town's website is www.beaufortnc.org.

OFFICE USE ONLY		Revised 08/2020
Received by:	Reviewed for Completeness By:	
Date:	Date Deemed Complete and Accepted:	



### Land Use Statement

Mr. Todd Clark, Town Manager Town of Beaufort 701 Front Street Beaufort, NC 28516

Re: Rezoning of 2 parcels located at the intersection of Lennoxville Road and Leonda Drive (PINs: 730508893099000 & 730508882954000)

The subject properties are identified in the Comprehensive and CAMA Land Use Plan (Adopted 12/12/22, CRC Certified 12/18/23) Future Land Use Map as Compact/Multi-family Neighborhood, which is consistent with the requested Townhomes, Condominiums, and Apartments District (TCA), as well as the existing land use of the subject properties.

Respectfully,

Kate Allen

Manager of Developments

Mary Cheatham King Real Estate



### Zoning Amendment Statement

Mr. Todd Clark, Town Manager Town of Beaufort 701 Front Street Beaufort, NC 28516

Re: Rezoning of 2 parcels located at the intersection of Lennoxville Road and Leonda Drive (PINs: 730508893099000 & 730508882954000)

The subject properties, otherwise known as Beaufort Village Condominiums, are currently zoned R-8 Residential Medium District. The properties were originally developed in 1977, with renovations and construction of four additional units constructed in 2007. Approval of the requested zoning amendment from R-8 to TCA – Townhomes, Condominiums and Apartments District will remedy an existing nonconforming situation, as well as allow the property owner to potentially improve the property in accordance with the Town of Beaufort Land Development Ordinance, thus promoting the public health, safety and general welfare of the Town.

Respectfully,

Kate Allen

Manager of Developments

Mary Cheatham King Real Estate



FILE # 1604078

HOR REGISTRATION REGISTER OF Karen S. Hardesty Carteret County, No.

March 29: 2018 03:55:12 PM
TRAVIS DEED 4 P
FEE: \$26.00

NC REVENUE STAMP: \$6,400.00

FILE # 1604078

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 6,400.00			
Parcel Identifier No Verified by By:	County on the day of, 20		
Mail/Box to: Ryan S. Renfrow, 5113-A US Highway 70, Morehead C	City, NC 28557		
This instrument was prepared by: Richard L. Stanley, 601 Cedar St.,	Ste F, Beaufort, NC 28516 (NO TITLE EXAM)		
Brief description for the Index: UNIT 1 through 28, Beaufort Village	ge Condos, Beau fort Village Condominiums at Lenoxville Rd		
THIS DEED made this 29th day of March	, 20 <b>\\2</b> , by and between		
GRANTOR	GRANTEE		
Beaufort Village Properties Inc. a North Carolina Corporation 106 Leonda Drive Beaufort, NC 28516	Leon Capital Ventures, LLC a North Carolina Limited Liability Company 4004-105 Barrett Drive Raleigh, NC 27609		
Enter in appropriate block for each Grantor and Grantee: name, mai corporation or partnership.	ling address, and, if appropriate, character of entity, e.g.		
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular plural, masculine, feminine or neuter as required by context.			
WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and be these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium un situated in the City of Beaufort, Beaufort Township, CARTERET County North Carolina and more particularly described as follows:  EXHIBITA			
The property hereinabove described was acquired by Grantor by inst All or a portion of the property herein conveyed includes or _X A map showing the above described property is recorded in Plat Boo Page 1	does not include the primary residence of a Grantor.  ok 10T page 317-324.		

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002, 2013 Printed by Agreement with the NC Bar Association – 1981

This standard form has been approved by: North Carolina Bar Association - NC Bar Form No. 3



### 1604078

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Easements and restrictions of record.

IN WITNESS WHEREOF, the Grantor has duly execute	ed the foregoing as of the day and year first above written.
Beaufort Village Properties, Inc.	(SEAL)
By: (Entity Name)	Print/Type Name:
Print/Type Name & Title: William M Hines, President	Print/Type Name:(SEAL)
By: Print/Type Name & Title:	Print/Type Name:
By:Print/Type Name & Title:	Print/Type Name:(SEAL)
	f and State aforesaid, certify that personally appeared before me this day and acknowledged the duerein expressed. Witness my hand and Notarial stamp or seal this day or day or and day or day or day or
My Commission Expires:(Affix Seal)	Notary Public Notary's Printed or Typed Name
State of County or City or	• • • • • • • • • • • • • • • • • • • •
	f and State aforesaid, certify that personally appeared before me this day and acknowledged the du erein expressed. Witness my hand and Notarial stamp or seal this day or
execution of the foregoing instrument for the purposes th	f and State aforesaid, certify that  personally appeared before me this day and acknowledged the du
execution of the foregoing instrument for the purposes th, 20  My Commission Expires:	f and State aforesaid, certify that personally appeared before me this day and acknowledged the du erein expressed. Witness my hand and Notarial stamp or seal this day of

### **EXHIBIT "A"**

### LEGAL DESCRIPTION

Being all of Units 1 through 24 of Beaufort Village Condominiums at Lennoxville Road, Phase I, as the same is shown on the plats and engineering drawings recorded in Map Book 10T, pages 317-324, Carteret County, and as described in the Declaration of Condominium of Beaufort Village Condominium at Lennoxville Road recorded in Book 1255, Page 10, Carteret County Registry, as amended in Book 1497, Page 437, together with the 3.16% undivided interests declared therein to be appurtenant to said units in accordance with the amendment recorded in Book 1497, Page 437, Carteret County Registry.

Unit 5 was acquired by Beaufort Village Properties, Inc. by deed from Frank Parisi and Amanda Parisi Donovan recorded in Book 1604, Page 33, Carteret County Registry.

Unit 19 was conveyed to Beaufort Village Properties, Inc. by deed from W. Mac Hines and Fay M. Dawson recorded in Book 1604, Page 36, Carteret County Registry.

Being all of units 25, 26, 27 and 28 of Beaufort Village Condominiums at Lennoxville Road, Phase II, as shown on plats and engineering drawings recorded in Map Book 10T, Page 506, and as described in the Declaration of Condominium of Beaufort Village Condominium at Lennoxville Road recorded in Book 1255, Page 10, as amended by the First amendment adding units 25, 26, 27 and 28, together with the undivided interest of 6.04% for each unit declared therein to be appurtenant to said units.

There is further conveyed the 12 boat trailer spaces located in the two fenced in boat storage areas described as part of Phase I on Exhibit A to the Declaration of Condominium of Beaufort Village Condominium at Lennoxville Road recorded in Book 1255, Page 10.

The units conveyed herein are expressly made subject to the Declaration of Condominium of Beaufort Village Condominium at Lennoxville Road recorded in Book 1255, Page 10, as amended in Book 1497, Page 437, the Bylaws and Articles of Association for the Owners Association, utility easements, existing leases which are being assigned, and prorated 2018 city and county taxes.

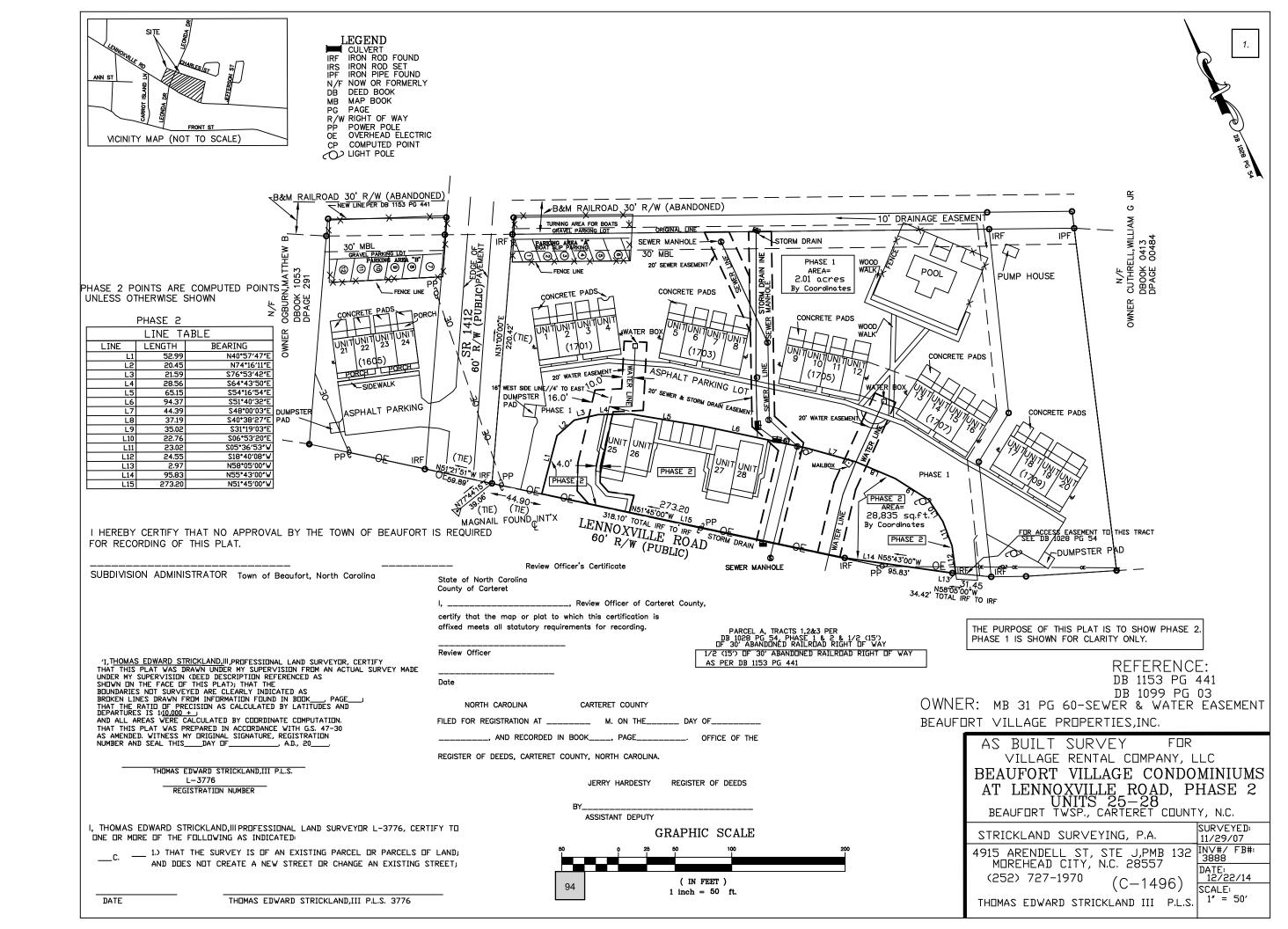
Property Addresses and Parcel Identification Numbers of the properties conveyed herein are shown on the attached Exhibit B.

Exhibit B
Beaufort Village Condominiums at Lennoxville Road

	<del></del>		
Property Address	Unit Number	Parcel ID No.	Percentage Interest in Common Area
	Number		III COMMON Area
1701 Lennoxville Rd	1	730508891152001	3.16%
	2	730508891152002	3.16%
	3	730508891152003	3.16%
	4	730508891152004	3.16%
1703 Lennoxville Rd	5	730508892068005	3.16%
	6	730508892068006	3.16%
	7	730508892068007	3.16%
	8	730508892068008	3.16%
1705 Lennoxville Rd	9	730508893052009	3.16%
	10	730508893052010	3.16%
	11	730508893052011	3.16%
	12	730508893052012	3.16%
47071	1.5	720500004005040	
1707 Lennoxville Rd	13	730508884935013	3.16%
	14	730508884935014	3.16%
	15	730508884935015	3.16%
	16	730508884935016	3.16%
1709 Lenoxville Rd	17	730508884898017	3.16%
	18	730508884898018	3.16%
	19	730508884898019	3.16%
	20	730508884898020	3.16%
	-	73030003 1030020	3.10/0
1605 Lennoxville Rd	21	730508799187021	3.16%
	22	730508799187022	3.16%
	23	730508799187023	3.16%
	24	730508799187024	3.16%
1711 Lennoxville Rd	25	730508891052000	6.04%
47401		700500001070000	
1713 Lennoxville Rd	26	730508891072000	6.04%
1715 Lennoxville Rd	27	730508882937000	6.040/
1713 Leinioxville Itu	21	75050002357000	6.04%
1717 Lennoxville Rd	28	730508882957000	6.04%
Common Area Dhass 1	N1/A	7205000000000	11/2
Common Area - Phase 1	N/A	730508893099000	N/A
Common Area - Phase 2	N/A	730508882954000	N/A

TOTAL:

100.00%



## Property Owners Within 100 Feet of PINs 730508893099000 & 730508882954000

### Owner & Address Mailing Address (if different)

Cosson, Jamie Gary etux Stacy

1603 Lennoxville Road PO Box 2440 Beaufort, NC 28516 Julian, CA 92036

Gales Shore Properties LLC

201 Leonda Drive 175 Gales Shore Circle Beaufort, NC 28516 Newport, NC 28570

Laak, Peter etux Nicola

100 Charles Street Beaufort, NC 28516

Brown, Robert L. Jr.

102 Charles Street Beaufort, NC 28516

Larkins, Daniel J etux Linda E

104 Charles Street 723 Washington Ave Beaufort, NC 28516 Linden, NJ 07036

Rotchford, Laurie etvir William

106 Charles Street 3008 Ruffin Street Beaufort, NC 28516 Raleigh, NC 27607

Seelaus, Edward A

108 Charles Street Beaufort, NC 28516

Woodhall, Michael Colman

110 Charles Street PO Box 2235 Beaufort, NC 28516 Beaufort, NC 28516

Denkins, Michael etux Christina

112 Charles Street 608 Creekside Drive Beaufort, NC 28516 Clayton, NC 27520

Stinson, Laurie A

114 Charles Street PO Box 126

Beaufort, NC 28516 Morehead City, NC 28557

### Webb, Bobby L. Jr. etux Anita

1813 Lennoxville Road Beaufort, NC 28516

### Cuthrell, William G. Jr.

1811 Lennoxville Road Beaufort, NC 28516

### Harris, Lawrence W III etux Ann

1803 Front Street Beaufort, NC 28516 1007 Harvey Street Raleigh, NC 27608

### Grafinger, Michael etux Joanne

1801 Front Street Beaufort, NC 28516 2121 Tibwin Drive Raleigh, NC 27606

### Medlin, Mark T etux Lisa C

1709 Front Street Beaufort, NC 28516 210 Transylvania Ave Raleigh, NC 27609

### Valentine, Gina M

112 Sunshine Court Beaufort, NC 28516 50 Brookview Drive Newnan, GA 30265

#### Kimru Investments LLC

113 Sunshine Court Beaufort, NC 28516 4704 San Juan Circle Morehead City, NC 28557

### Taylor, David Bryan II

1702 Lennoxville Road Beaufort, NC 28516

### Johnson, Ronald K etux Kathleen

108 Leonda Drive Beaufort, NC 28516

### Sowers, Constance Warren

109 Leonda Drive Beaufort, NC 28516

### Wheatly, Claude R III etux Joyc

1602 Lennoxville Road Beaufort, NC 28516 PO Box 811

Beaufort, NC 28516

### Stone, H Ronald etux Mary F

1601 Lennoxville Road Beaufort, NC 28516 110 Taylor Creek Lane Beaufort, NC 28516



### TOWN OF BEAUFORT PLANNING BOARD

### RESOLUTION ADVISING THAT PROPOSED AMENDMENT TO THE ZONING 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 Ordinance is in accordance with all officially adopted Town plans for the reasons stated in the Staff Report for Rezoning Case 24-04 attached hereto and incorporated herein by reference, and therefore recommends adoption by the Board of Commissioners. Specifically the Planning Board finds that the proposed amendment reasonable and in the public interest because it allows the continuation of the multi-family use that has been in place since 1977, is compatible with adjacent land uses, is consistent with the Future Land Use Map of the CAMA Core Land Use Plan, and is in furtherance of the Town plans, ordinances and regulations.

This Resolution is effective upon its adoption this 19<sup>th</sup> day of February 2024.

TOWN OF BEAUFORT PLANNING BOARD

ATTEST:

Jaurel Andles On Secretary

# Case # 24-04 - Beaufort Village Condominiums Rezoning from R-8 to TCA Current Zoning District Standards (page 1 of 2)

### 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 ft<sup>2</sup>).

### 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.

# Case # 24-04 - Beaufort Village Condominiums Rezoning from R-8 to TCA Current Zoning District Standards (page 2 of 2)

**Table 7-9 Interior Lot Requirements** 

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

**Table 7-10 Corner Lot Requirements** 

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

**Table 7-11 Double Frontage Lot Requirements** 

District	Designated Front (Right-of-Way) Setback	Designated Rear (Right-of-Way) Setback	Side Setback	Building Height Limitation
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 Neighborhood Recreation Center,

Tower Indoor/Outdoor, Private

Athletic Field, Public Neighborhood Recreation Center,

Carport Public

Community Garden Park, Public

Dock Public Utility Facility
Dwelling, Single-Family Resource Conservation Area

Family Care Homes Shed

Garage, Private Detached Swimming Pool (Personal Use)
Government/Non-Profit Owned/ Temporary Construction Trailer

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

### **SECTION 8 Transitional Zoning Districts**

### A) TCA Townhomes, Condominiums, Apartments District.

This zoning district is established to provide a high-density district in which the primary uses are multi-family residences and duplexes. Uses in this district which require potable water or sanitary sewer must be connected to both municipal water and municipal sewer.

### 1) Maximum Overall Density.

The TCA district shall have a maximum density of twelve units per acre.

### 2) Minimum Lot Size.

All lots in the TCA district shall be a minimum of two thousand, seven hundred, and fifty square feet (2,750 ft2) per dwelling unit.

### 3) Minimum Lot Width.

All lots in the TCA district shall have a minimum lot width of eighty feet (80') 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 8-1 Interior Lot Requirements** 

District	Front Setback (Right-of-Way)	Rear Setback	Side Setbacks	Building Height Limitation
TCA	25 feet	25 feet	8 feet	35 feet

**Table 8-2 Corner Lot Requirements** 

District	Designated Front (Right-of-Way) Setback	Designated Side (Right-of-Way) Setback	Rear Setback	Side Setback	Building Height Limitation
TCA	25 feet	15 feet	30 feet	8 feet	35 feet

**Table 8-3 Double Frontage Lot Requirements** 

District	Designated Front (Right-of-Way) Setback	Designated Rear (Right-of-Way) Setback	Side Setbacks	Building Height Limitation
TCA	25 feet	15 feet	8 feet	35 feet

### 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.

# Case # 24-04 - Beaufort Village Condominiums Rezoning from R-8 to TCA Proposed Zoning District Standards (page 2 of 2)

### 6) Covenants.

In any development proposing common areas, jointly used structures, or private streets, restrictive and protective covenants which provide for party wall rights, harmony of external design, continuing maintenance of building exteriors, grounds, or other general use improvements and similar matters, shall be submitted to the Town and approved by the Town as part of the development approval process. Condominium development must submit evidence of compliance with the North Carolina Condominium Act.

### 7) Permitted Uses.

Antenna Co-Location on Existing

Tower

Assisted Living Athletic Field, Public

Carport

Community Garden

Concealed (Stealth) Antennae &

Towers Dock Dormitory

Dwelling, Duplex/Townhome Dwelling, Multi-Family

Family Care Homes Garage, Private Detached

Government/Non-Profit Owned/ Operated Facilities & Services

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

Athletic Field, Private
Dwelling, Single-Family
Golf Course, Privately-Owned

Golf Driving Range Hotel or Motel

Marina Mixed Use

Outdoor Amphitheater, Public Personal Service Establishment

Preschool

Religious Institution

Restaurant with Drive-Thru Service

Group Home Home Occupation

Neighborhood Recreation Center

Indoor/Outdoor, Private

Neighborhood Recreation Center,

Public

Nursing Home Park, Public

Public Safety Station Public Utility Facility

Resource Conservation Area

Shed

Signs, Commercial Free-Standing Temporary Construction Trailer

**Utility Minor** 

Vehicle Charging Station

Restaurant with Indoor Operation Restaurant with Outdoor Operation

Retail Store

Satellite Dish Antennas School, Post-Secondary Tavern/Bar/ Pub with Indoor

Operation

Tavern/Bar/ Pub with Outdoor

Operation Theater, Small

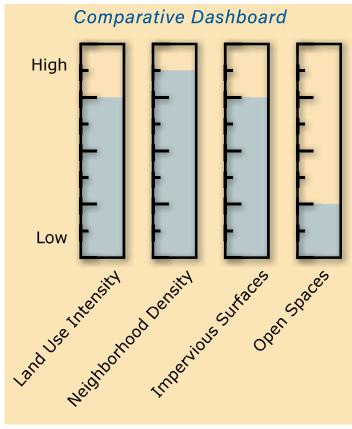
Transportation Facility

**Utility Facility** 

### **Compact/Multi-Family Neighborhood**

### **General Description:**

These higher density areas are appropriate for multi-family residential dwellings such as apartments, condominiums, townhomes, duplexes or other attached residential. Densities should be higher than all other residential districts and as such will require less land to accommodate more households. Where waterfront adjacent, buildings are likely to be oriented to the water with their backs turned to the street. In all other locations, structures should be pulled up to and oriented to the street (e.g. - individual entrances for ground floor units, stoops or porches, living areas located on the street side of the unit, etc.) with parking in the rear or internal to the development and not visible from the street. Balconies, porches, and decks should also be provided to encourage interaction with neighbors. When these higher density



neighborhoods are designed in this way, it enhances public safety by providing a sense of "eyes on the street" while also encouraging the sense of community that residents value so much. These neighborhoods should also have adequate pedestrian facilities and convenient access to public, semi-public, or private open spaces and recreational facilities. Location adjacent to commercial centers is a win-win because

### **EXAMPLE USES:**

### Typical Uses:

Primarily higher density (relatively speaking) attached residential uses (apartments, condominiums, townhomes, patio homes, etc.) with duplexes also appropriate as long as they can be provided at high enough densities to be context appropriate. Single family residential and other low density uses should be discouraged as it does not create the density of households to support adjacent commercial areas.

### If Context Appropriate:

- » Institutional uses (churches, primary or secondary schools, hospital, government buildings, etc.)
- » Hotels
- » House-scale multi-family residential and duplexes, if higher density
- » Low-intensity neighborhoods serving commercial uses on the corners of higher activity intersections

### **Compact / Multi-Family Neighborhood**





Examples of Compact/Multi-Family Neighborhoods.

it promotes walkability and creates easy access for businesses to the customers that support them. Public sewer is a requirement, but long extensions to distant properties should be avoided unless higher density uses are specifically desired, planned for, and immediately anticipated to fill in the stretch between activity nodes.

### Streets and Circulation:

Streets are typically low volume and prioritize pedestrians through the provision of wider sidewalks on both sides. Street trees soften the streetscape and further enhance pedestrian comfort. Street trees may be in tree grates where sidewalks are paved up to the curb – occurs when adjacent to on-street parking. Because of the high density of pedestrians and proximity to commercial centers, connectivity should be high, utilizing a grid network which very rarely has blocks longer than 500′-600′ on a side. On-street parking should be formalized (striping, landscaped tree islands every so often, etc.) and will typically serve visitors. Bicycles should have dedicated facilities but may share the vehicular travel lanes where speed limits and traffic volumes are low enough to accommodate them safely. Eventually, some of these areas may incorporate transit service. In the interim, it is important to consider centralized school bus stop locations.

### Other Concerns:

In Beaufort, these higher density areas are often limited by density caps as well as minimum parking requirements and restrictions on structure height. Parking decks are typically not viable in the current market. These density-limiting factors reduce the potential for these areas to provide their maximum value in terms of maximizing public infrastructure investments (water, sewer, sidewalks, etc.), and being a potentially more affordable option for residents (less density means higher cost per dwelling because land costs are fixed). Clustering these higher density land uses directly adjacent to commercial nodes and public parks can maximize walkability and livability.



### BEAUFORT BOARD OF COMMISSIONERS AN ORDINANCE TO REZONE ORDINANCE NO. 24-

Owner Leon Capital Ventures LLC

Applicant Kate Allen, Mary Cheatham King Real Estate

PINs & 1. 730508893099000 – 1605 A-D, 1701 A-D, 1703 A-D, 1705 A-D,

Addresses: 1707 A-D, and 1709 A-D Lennoxville Road

2. 730508882954000 – 1711, 1713, 1715, and 1717 Lennoxville Road

Existing District: R-8 (Residential Medium Density)

Requested District: TCA (Townhouse, Condominium & Apartments)

Meeting Date: March 11, 2024

**WHEREAS**, Kate Allen of Mary Cheatham King Real Estate, agent for property owner Leon Capital Ventures LLC, has submitted a request to rezone two parcels (PINs 730508893099000 and 730508882954000) from R-8 to TCA; 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 19, 2024, at which time the Planning Board unanimously recommended approval of the request; and

WHEREAS, the Beaufort Board of Commissioners conducted a public hearing on March 11, 2024, 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:

- 1. The proposed rezoning is consistent with surrounding land use patterns and zoning in the area.
- 2. The proposed rezoning is consistent with the 2023 Comprehensive and CAMA Land Use Plan Future Land Use Map future land use classification of Compact Multi-Family Neighborhood for the two subject parcels, which is consistent with the requested Townhouse, Condominium, & Apartments Zoning District.
- 3. The proposed rezoning 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 the two parcels of Beaufort Village Condominiums (PINs 730508893099000 and 730508882954000) is approved and the Town's Zoning Map is amended accordingly.

Enacted on motion of Commissionerfavor and against.	and carried on a vote of in
This, the 11 <sup>th</sup> day of March 2024	
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 11, 2023

AGENDA CATEGORY: New Business

**SUBJECT:** Award of Construction Contracts

**USDA-Funded Utilities Improvements Project** 

### **BRIEF SUMMARY:**

Sealed bids for the construction of the USDA-Funded Utilities Improvements project were received on Monday, October 26, 2023. Bids were received for three contracts with those being for wastewater collection system (Contract 1), water distribution system (Contract 2), and stormwater collection system (Contract 3) improvements.

Examination of the attached bid tabulation and the engineering consultant's transmittal letter shows that the TA Loving Company submitted the only bid for Contract 1 at \$14,460,750 while Sunland Builders submitted the lowest bid for Contract 2 and the only bid for Contract 3 at \$6,925,734 and \$4,651,901, respectively. Unfortunately, the submitted bids exceeded the available funding. Accordingly, the contractors and the Town completed negotiations to arrive at mutually acceptable amounts on which the contracts can be awarded. The amounts negotiated for Contracts 1, 2 and 3 are 9,063,517.50, \$6050,184.00, and \$2,643,398.00. These contract amounts along with a listing of the changes to the scope of work resulting from the negotiations are memorialized in the "Memorandum of Negotiation" prepared for each contract and executed by the contractors and Town, copies of which are provided as exhibits.

Given the foregoing, Town staff recommends award of a construction Contract 1 to the TA Loving and Contracts 2 and 3 to Sunland Builders.

#### REQUESTED ACTION:

Consider awarding construction Contract 1 to the TA Loving and Contracts 2 and 3 to Sunland Builders <u>according to the Memorandum of Negotiation for each contract and subject to approvals from the U.S. Department of Agriculture and the North Carolina Local Government Commission.</u>

#### **EXPECTED LENGTH OF PRESENTATION:**

10 minutes

### SUBMITTED BY:

Greg Meshaw, PE, Town Engineer

### **BUDGET AMENDMENT REQUIRED:**

No.



**ENGINEERS** 

**PLANNERS** 

SURVEYORS

LANDSCAPE ARCHITECTS

December 8, 2023

Gregory K. Meshaw, P.E. Town Engineer P.O. Box 390 701 Front Street Beaufort, NC 28516

**SUBJECT:** Town of Beaufort – Utilities Improvements

Contract 1, 2, & 3

Tentative Recommendation of Award

Rivers Project No. 2019130, 2019129, & 2019146

Dear Mr. Meshaw,

A bid opening was held for the subject project at 2:00 p.m. on Thursday, October 26, 2023 in the Beaufort Train Depot. Only two bidders were present at this initial bid opening, and bids were not opened. A second bid date was scheduled for 10:00 a.m. on Thursday, November 9, 2023 at the Beaufort Train Depot. The initial Advertisement for Bids was published in the Carteret County News Times and the Greater Diversity News, with the re-advertisement published in the Carteret County News Times, in addition to direct solicitation to area contractors and plan rooms. Seven (7) sets of specifications were distributed to the Town, the funding agency, plan rooms and contractors. Bids were received from two (2) contractors for the project as follows:

CONTRACTOR TA Loving Company	<u>CONTRACT</u> 1	BASE BID \$14,460,750.00
TA Loving Company Sunland Builders	2 2	\$14,755,000.00 \$6,925,734.00*
Sunland Builders	3	\$4,651,901.00

### \* Corrected Total

Attached to this letter is a copy of the certified Bid Tabulation Sheet. Based on the bids received, we have completed our due diligence and recommend that the Town of Beaufort move forward with negotiations for the Utilities Improvements – Contract 1 with TA Loving Company, and for Contracts 2 & 3 with Sunland Builders. These negotiations are being made with the intention of bringing all three contracts within funding including a reasonable continency. Detailed reductions in scope have been forwarded to each of the two contractors respectively to review and respond.

We look forward to the successful completion of the negotiation phase of these three projects. Should you have any questions, do not hesitate to give us a call in the Greenville office at (252) 752-4135. Thank you for this opportunity to serve the Town of Beaufort.

NCBELS Lic. No. F-0334 www.riversandassociates.com NCBOLA Lic. No. C-312

Sincerely,

Scott P.M. Godefroy, P.E.

Project Manager

### enclosures

cc: Todd Clark, Town of Beaufort (w/ enclosures)

Stephen Reece, P.E., Rivers & Associates (w/o enclosures)

Rivers File 2019130-C (w/o enclosures)

### RIVERS AND ASSOCIATES, INC. BID TABULATION SHEET

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS OPENED: Thursday, November 9, 2023 at 10:00am

CONTRACTOR

CONTRACTOR				ving Company	
ADDRESS				awer 919 oro, NC 27533	
LIC#/E	BID BOND			325 / 5%	JIU, NC 27555
ITEM				UNIT	
NO.		DESCRIPTION		PRICE	COST
BASE 1.	BID: 1 LS	Mobilization and Bonding (Not to exceed 3% of Base Bid)			\$350,000.00
2.	1 LS	Traffic Control			\$2,925,520.00
3.	18,400 LF	8" Pipe Liner		\$80.00	\$1,472,000.00
4.	1,100 LF	10" Pipe Liner		\$85.00	\$93,500.00
5.	220 LF	12" Pipe Liner		\$120.00	\$26,400.00
6.	2,850 LF	8" PVC Gravoty Sewer Pipe (0-6)		\$180.00	\$513,000.00
7.	935 LF	8" PVC Gravoty Sewer Pipe (6-8)		\$185.00	\$172,975.00
8.	355 LF	8" PVC Gravity Sewer Pipe (8-10)		\$200.00	\$71,000.00
9.	385 LF	8" DIP Gravity Sewer Pipe (0-6)		\$265.00	\$102,025.00
10.	45 LF	12" PVC Gravity Sewer Pipe (0-6)		\$215.00	\$9,675.00
11	18 EA	8" PVC 5 LF Point Repair (0-6)		\$17,250.00	\$310,500.00
12.	12 EA	8" PVC 10 LF Point Repair (0-6)		\$17,500.00	\$210,000.00
13.	6 EA	8" PVC 15 LF Point Repair (0-6)		\$17,750.00	\$106,500.00
14.	1 EA	8" PVC 20 LF Point Repair (0-6)		\$18,000.00	\$18,000.00
15.	2 EA	8" PVC 30 LF Point Repair (0-6)		\$18,250.00	\$36,500.00
16.	2 EA	8" PVC 35 LF Point Repair (0-6)		\$18,500.00	\$37,000.00
17.	1 EA	8" PVC 40 LF Point Repair (0-6)	108	\$18,750.00	\$18,750.00



OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS OF	PENED: Thur	sday, November 9, 2023 at 10:00am			
CONTRACTOR ADDRESS LIC#/BID BOND			T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533		
ITEM	BOND		325 / 5% UNIT		
NO,	QTY, UNIT	DESCRIPTION	PRICE	COST	
18.	5 EA	8" PVC 5 LF Point Repair (6-8)	\$17,250.00	\$86,250.00	
19.	12 EA	8" PVC 10 LF Point Repair (6-8)	\$17,500.00	\$210,000.00	
20.	1 EA	8" PVC 15 LF Point Repair (6-8)	\$17,750.00	\$17,750.00	
21.	4 EA	8" PVC 20 LF Point Repair (6-8)	\$18,000.00	\$72,000.00	
22.	2 EA	8" PVC 25 LF Point Repair (6-8)	\$18,250.00	\$36,500.00	
23.	1 EA	8" PVC 35 LF Point Repair (6-8)	\$18,500.00	\$18,500.00	
24.	1 EA	8" PVC 70 LF Point Repair (6-8)	\$25,000.00	\$25,000.00	
25.	1 EA	8" PVC 5 LF Point Repair (8-10)	\$17,500.00	\$17,500.00	
26.	1 EA	8" PVC 10 LF Point Repair (8-10)	\$17,750.00	\$17,750.00	
27.	1 EA	8" PVC 15 LF Point Repair (8-10)	\$18,000.00	\$18,000.00	
28.	1 EA	8" PVC 35 LF Point Repair (8-10)	\$18,000.00	\$18,000.00	
29.	1 EA	8" Non-401 Lined DIP 20 LF Point Repair (0-6)	\$19,250.00	\$19,250.00	
30,	1 EA	10" PVC 10 LF Point Repair (0-6)	\$18,000.00	\$18,000.00	
31.	1 EA	10" PVC 35 LF Point Repair (8-10)	\$19,500.00	\$19,500.00	
32.	40 LF	8" CIPP Patch	\$985.00	\$39,400.00	
33.	3 EA	Abandon 2" Water Main by Capping	\$3,000.00	\$9,000.00	
34.	800 LF	Abandon 6" Sanitary Sewer with Flowable Fill	\$17.50	\$14,000.00	

OWNER:

Town of Beaufort

PROJECT: Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS O	PENED: Thur	sday, November 9, 2023 at 10:00am			
CONTRACTOR ADDRESS LIC#/BID BOND			T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533 325 / 5%		
ITEM NO.	QTY. UNIT	DESCRIPTION	UNI PRIC		
35.	210 LF	Abandon 8" Sanitary Sewer with Flowable Fill	\$25.00		
36.	219 EA	4" Sewer Service Inserta Tee	\$2,665.00	\$583,635.00	
37.	57 EA	4" PVC Sewer Wye	\$2,500.00	\$142,500.00	
38.	9,300 LF	4" PVC Service Line and Fittings	\$45.00	\$418,500.00	
39.	60 LF	4" DIP Service Line and Fittings	\$180.00	\$10,800.00	
40.	311 EA	4" PVC Sewer Service Clean Out	\$975.00	\$303,225.00	
41,	311 EA	4" Cleanout Box	\$215.00	\$66,865.00	
42.	15 EA	6" Sewer Service Inserta Tee	\$2,750.00	\$41,250.00	
43.	38 EA	6" Sewer Service Romac Saddle	\$2,750.00	\$104,500.00	
44.	40 EA	6" PVC Sewer Wye	\$2,575,00	\$103,000.00	
45.	1 EA	6" DIP Sewer Wye	\$4,500.00	\$4,500.00	
46.	2,820 LF	6" PVC Sewer Service Line and Fittings	\$75.00	\$211,500.00	
47,-	30 LF	6" DIP Sewer Service Line and Fittings	\$160.00	\$4,800.00	
48.	95 EA	6" Sewer Service Clean Out	\$1,115.00	\$105,925.00	
49.	95 EA	6" Cleanout Box	\$250.00	\$23,750.00	
50.	8 EA	Core Sewer Service Connection	\$2,000.00	\$16,000.00	
51 <sub>e</sub>	24 EA	Directional Bore Sewer Service (NCDOT only)	110 \$4,750.00	\$114,000.00	

OWNER: Town of Beaufort

PROJECT: Utilities Improvements - Contract 1

LOCATION: Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS LIC#/BID BOND			P.O. Draw	g Company rer 919 r, NC 27533
ITEM NO.	QTY, UNIT	DESCRIPTION	UNIT PRICE	соѕт
52.	407 EA	Reconnect Existing Sewer Service	\$300.00	\$122,100.00
53.	3 EA	Tie-in to Existing Manhole	\$12,500.00	\$37,500.00
54.	25 EA	Replace Manhole (0-6)	\$16,000.00	\$400,000.00
55.	6 EA	Replace Manhole (6-8)	\$17,250.00	\$103,500.00
56.	1 EA	Replace Manhole (8-10)	\$19,000.00	\$19,000.00
57.	3 EA	Replace Watertight Manhole (0-6)	\$16,250.00	\$48,750.00
58.	1 EA	Replace Watertight Manhole (6-8)	\$18,000.00	\$18,000.00
59.	4 EA	Replace Manhole w/Helical Anchor Supported Manhole (0-6)	\$41,000.00	\$164,000.00
60.	2 EA	Replace Manhole w/Helical Anchor Supported Manhole (8-10)	\$44,500.00	\$89,000.00
61.	3 EA	Replace Manhole w/Corrosion Resistant Manhole (0-6)	\$21,250.00	\$63,750.00
62.	1 EA	Replace Manhole w/Corrosion Resistant Manhole w/Helical Anchors (6-8)	\$50,000.00	\$50,000.00
63.	2 EA	Replace Manhole w/Concrete Polymer Manhole (0-6)	\$33,750.00	\$67,500.00
64.	6 EA	Install New 4' Manhole (0-6)	\$15,750.00	\$94,500.00
65.	3 EA	Install New 4' Manhole (6-8)	\$17,250.00	\$51,750.00
66.	1 EA	Install New 4' Manhole (8-10)	\$19,000.00	\$19,000.00
67.	1 EA	Install New 4' Watertight Manhole (0-6)	\$16,250.00	\$16,250.00
68.	1 EA	Install New 4' Corrosion Resistant Manhole w/Helical Anchors (0-6)	\$46,000.00	\$46,000.00

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTR			T.A. Loving Company P.O. Drawer 919			
ABBILL	50		Goldsboro, NC 27533			
LIC#/BI	BOND		32	25 / 5%		
ITEM	OT) / 1111	PERCENTION	UN			
NO.	QTY, UNIT	DESCRIPTION	PRIC	COST COST		
69.	5 EA	Rehab Moderate Manhole Leak	\$5,000.0	925,000.00		
70,	100 VF	Cementitious Manhole Liner	\$885.0	\$88,500.00		
71,	15 EA	Replace MH Ring & Cover	\$1,750.0	\$26,250.00		
72.	1 EA	Replace MH Watertight Ring & Cover	\$2,150.0	9 \$2,150.00		
73.	6 EA	Rebuild Manhole Bench	\$1,500.0	9,000.00		
74.	2 EA	Manhole Vent	\$2,000.0	94,000.00		
75.	11 EA	Adbandon Manhole	\$5,350.0	0 \$58,850.00		
76.	5 EA	Utility Bridging	\$3,500.0	0 \$17,500.00		
77,	690 LF	2" PVC Water Main	\$65.0	944,850.00		
78.	20 LF	4" PVC Water Main	\$135.0	\$2,700.00		
79,.	250 LF	6" PVC Water Main	\$180.0	0 \$45,000.00		
80.	90 LF	8" PVC Water Main	\$200.0	918,000.00		
81.	12 EA	1" Water Service Connection/Change Over	\$3,500.0	\$42,000.00		
82.	360 LF	1" Water Service Tubing	\$10.0	\$3,600.00		
83.	360 LF	2" PVC Water Service Casing Pipe	\$20.0	\$7,200.00		
84.	4 EA	Tie-in to 2" Water Main	\$6,850.0	\$27,400.00		
85.	2 EA	Tie-in to 6" Water Main	\$7,650.0	0 \$15,300.00		

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS LIC#/BID BOND			T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533		
ITEM			325 / 5 UNIT	%	
NO.	QTY, UNIT	DESCRIPTION	PRICE	COST	
86.	3 EA	2" Gate Valve w/ Box	\$2,000.00	\$6,000.00	
87.	2 EA	2" Tapping Saddle and Valve w/ Box	\$4,000.00	\$8,000.00	
88.	100 LF	Install New 4" DIP Force Main	\$175.00	\$17,500.00	
89.	20 LF	4" DIP Force Main Replacement	\$350.00	\$7,000.00	
90.	75 LF	6" DIP Force Main Replacement	\$255.00	\$19,125.00	
91.	10 LF	8" DIP Force Main Replacement	\$610.00	\$6,100.00	
92.	20 LF	12" DIP Force Main Replacement	\$400.00	\$8,000.00	
93.	10 LF	16" DIP Force Main Replacement	\$1,250.00	\$12,500.00	
94.	5 EA	Core Force Main Manhole Connection	\$6,500.00	\$32,500.00	
95.	1 EA	12" Inserta Valve (Lennoxville Rd FM)	\$25,500.00	\$25,500.00	
96.	1 EA	8" Inserta Valve (Hwy 101FM)	\$16,750.00	\$16,750.00	
97.	10,000 LB	Additional Ductile Iron Fittings	\$12.00	\$120,000.00	
98.	50 LF	10" PVC Storm Pipe	\$195.00	\$9,750.00	
99.	150 LF	12" RCP	\$345.00	\$51,750.00	
100.	290 LF	15" RCP	\$345.00	\$100,050.00	
101:	20 LF	18" RCP	\$360.00	\$7,200.00	
102.	40 LF	24" RCP	\$400.00	\$16,000.00	

OWNER:

Town of Beaufort

PROJECT: Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS O	PENED: ITIUI	sday, November 9, 2023 at 10:00am			
CONTRACTOR ADDRESS LIC#/BID BOND			T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533 325 / 5%		
ITEM NO.		DESCRIPTION	UNIT PRICE	COST	
103.	20 LF	42" Corrugated Plastic Pipe (HPP)	\$415.00	\$8,300.00	
104.	1 EA	Remove & Replace 4' Interference Manhole (Conflict Box) (0-6)	\$14,750.00	\$14,750.00	
105.	1 EA	Install New 4' Interference Manhole (Conflict Box) (0-6)	\$14,750.00	\$14,750.00	
106.	1 EA	Remove & Replace 24" x 36" Drip Inlet (0-4) w/ Frame & Grate	\$7,500.00	\$7,500.00	
107.	500 LF	Temporary Sheeting	\$150.00	\$75,000.00	
108.	6,020 LF	Asphalt Street Repair (Non-NCDOT)	\$35.00	\$210,700.00	
109.	1,035 SY	Asphalt Street Repair - Full Width of Road	\$75,00	\$77,625.00	
110.	3,930 LF	Asphalt Street with Concrete Base Repair	\$180.00	\$707,400.00	
111;	5,500 SY	Asphalt Street Milling and Overlay (NCDOT)	\$20.00	\$110,000.00	
112.	6,020 LF	Sawcut and Remove Asphalt	\$7.75	\$46,655.00	
113.	3,930 LF	Sawcut and Remove Concrete	\$10.00	\$39,300.00	
114.	520 SY	Concrete Sidewalk Removal	\$20.00	\$10,400.00	
115.	520 SY	Concrete Sidewalk Replacement	\$85.00	\$44,200.00	
116.	1,775 LF	Concrete Curb & Gutter Removal	\$15.00	\$26,625.00	
117 <sub>×</sub>	1,775 LF	Concrete Curb & Gutter Replacement	\$50.00	\$88,750.00	
118.	1,405 SY	Concrete Driveway Removal	\$20.00	\$28,100.00	
119.	1,405 SY	Concrete Driveway Replacement	\$135.00	\$189,675.00	

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 1

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

		sady, November 5, 2025 at 10.00am		
CONTRACTOR ADDRESS				T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533
	D BOND			/ 5%
ITEM NO.	QTY. UNIT	DESCRIPTION	UNIT PRICE	
120.	590 SY	Asphalt Driveway Removal	\$20.00	\$11,800.00
121.	590 SY	Asphalt Driveway Replacement	\$35.00	\$20,650.00
122.	760 LF	Gravel Driveway Replacement	\$35.00	\$26,600.00
123.	60 SY	Washed Concrete Driveway Replacement	\$175.00	\$10,500.00
124.	60 SY	Brick Driveway Replacement	\$175.00	\$10,500.00
125.	10 SY	Brick Paver Crosswalk (Vehicle Load) Replacement	\$350.00	\$3,500.00
126.	80 EA	Curb Inlet Sediment Barrier	\$250.00	\$20,000.00
127.	100 EA	Straw Wattle Check Dam	\$150.00	\$15,000.00
128.	600 LF	Silt Fence	\$6.00	\$3,600.00
129.	10 EA	Silt Fence Outlet	\$500.00	\$5,000.00
130.	21 EA	Rock Inlet Sediment Trap	\$500.00	\$10,500.00
131:	10 EA	Pipe Inlet Protection	\$500.00	\$5,000.00
132.	40 SY	Excelsior Matting for Erosion Control	\$50.00	\$2,000.00
133,	2,000 CY	Select Backfill	\$40.00	\$80,000.00
134.	1,000 CY	Stabilization Stone - Trench	\$110.00	\$110,000.00
135.	1 LS	Bypass Pumping		\$700,000.00
136.	1 LS	Electrical Pole Holding Allowance	115	\$10,000.00

RIVERS AND ASSOCIATES, INC.	RIVERS AND ASSOCIATES, INC.					
BID TABULATION SHEET						
OWNER: Town of Beaufort						
PROJECT: Utilities Improvements - Contract 1  LOCATION: Beaufort Train Depot						
614 Broad Street Beaufort, NC 28516						
BIDS OPENED: Thursday, November 9, 2023 at 10:00am						
Thursday, November 3, 2020 at 10.00am						
CONTRACTOR	T.A. Loving Company					
ADDRESS	P.O. Drawer 919					
	Goldsboro, NC 27533					
LIC#/BID BOND	325 / 5%					
ITEM	UNIT					
NO. QTY. UNIT DESCRIPTION	PRICE COST					
137. 1 LS Testing Allowance	\$10,000.00					
138. 1 LS Traffic Signal Electrical Allowance	\$5,000.00					
The state of the s	Ψ0,000.00					
TOTAL BASE BII	\$14,460,750.00					
Compliance Statement	Submitted					
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Submitted					
RD Instruction 1940-Q Exhibit A-1	Submitted					
Good Faith Efforts Form	90 points					
MBE Table A	Submitted					
AIS Certification	Submitted					
E-Verify Certification	Submitted					

P:\Muni\Beaufort-Sewer\_Rehab\_PER-2019130\ADMIN\G-Bids\2023 Utilities Projects 1, 2 & 3 Bids\Bid Submittal

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

OWNER:

CONTRACTOR

ADDRESS

Town of Beaufort

PROJECT: U

Utilities Improvements - Contract 2

LOCATION: Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS OPENED: Thursday, November 9, 2023 at 10:00am

Sunland Builders 4846 A HWY 24 E NGINE Leving company
P.O Draver 919
HFN Moddagoro, NC 27533

LIC#/BID BOND		Newport, NC 28570 24941 / 5%		HEN Moldedoro, NC 27533		
ITEM NO.	OTV LINIT	DESCRIPTION	UNIT		ŲNIT	
BASE		DESCRIPTION	PRICE	COST	PRICE	COST
1.	1 LS	Mobilization and Bonding (Not to exceed 3% of Base Bid)		\$190,000.00		\$425,000.00
2.	1 LS	Taffic Control		\$25,000.00		\$2,354,812.50
3.	7,900 LF	6" PVC Water Main	\$48.00	\$379,200.00	\$150.00	\$1,185,000.00
4	5,900 LF	6" RJPVC Water Main	\$96,00	\$566,400.00	\$160.00	\$944,000.00
5.	100 LF	6" DIP Water Main	\$67.00	\$6,700.00	\$200.00	\$20,000.00
6.	2,600 LF	6" RJDIP Water Main	\$136.00	\$353,600.00	\$195.00	\$507,000.00
7.	2,100 LF	8" PVC Water Main	\$59.00	\$123,900.00	\$170.00	\$357,000.00
8.	1,200 LF	8" RJPVC Water Main	\$133.00	\$159,600.00	\$185.00	\$222,000.00
9,	100 LF	8" RJDIP Water Main	\$85.00	\$8,500.00	\$225.00	\$22,500.00
10.	150 LF	10" RJDIP Water Main	\$104.00	\$15,600,00	\$245.00	\$36,750.00
11,	1,700 LF	12" PVC Water Main	\$124,00	\$210,800.00	\$225.00	\$382,500.00
12	1,900 LF	12" RJPVC Water Main	\$228,00	\$433,200.00	\$255,00	\$484,500.00
13,:	200 LF	12" RJDIP Water Main	\$135,00	\$27,000.00	\$300.00	\$60,000.00
14.	900 LF	2" RJPVC Water Main	\$30,00	\$27,000.00	\$170.00	\$153,000.00
15.	92 EA	6" Gate Valve w/ Box	\$2,580.00	\$237,360.00	\$4,150.00	\$381,800.00
16.	14 EA	8" Gate Valve w/ Box	\$3,355.00	\$46,970.00	\$5,600,00	\$78,400.00
17.	5 EA	10" Gate Valve w/ Box	\$5,535.00	\$27,675.00	\$8,250.00	\$41,250.00

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 2

LOCATION:

Beaufort Train Depot

BIDS O	614	ufort Train Depot Broad Street Beaufort, NC 28516 sday, November 9, 2023 at 10:00am				
CONTRACTOR ADDRESS LIC#/BID BOND			Sunland Builders 4846 A HWY 24 E Newport, NC 28570 24941 / 5%		A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533 5%	
ITEM NO.	QTY. UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST
18.		12" Gate Valve w/ Box	\$7,705.00	\$77,050,00	\$10,000,00	\$100,000.00
19.	30 EA	2" Tapping Saddle and Valve w/ Box	\$3,570.00	\$107,100 <sub>-</sub> 00 *	\$7,150.00	\$214,500.00
20,	15 EA	6" Tapping Tee and Valve w/ Box	\$9,100.00	\$136,500.00	\$16,500.00	\$247,500.00
21,	4 EA	8" Tapping Tee and Valve w/ Box	\$12,000.00	\$48,000.00	\$19,500.00	\$78,000.00
22,	2 EA	6" Inserta Valve w/ Box	\$11,000.00	\$22,000.00	\$11,500.00	\$23,000.00
23	2 EA	8" Inserta Valve w/ Box	\$12,000.00	\$24,000.00	\$16,250.00	\$32,500.00
24.	1 EA	2" Water Main Cut-in	\$600.00	\$600.00	\$11,000_00	\$11,000,00
25,	1 EA	4" Water Main Cut-in	\$2,408.00	\$2,408.00	\$11,500.00	\$11,500.00
26,	1 EA	6" Water Main Cut-in	\$4,245.00	\$4,245.00	\$12,000.00	\$12,000,00
27.	1 EA	8" Water Main Cut-in	\$4,930.00	\$4,930.00	\$12,000.00	\$12,000.00
28,	1 EA	10" Water Main Cut-in	\$7,580.00	\$7,580.00	\$13,000,00	\$13,000.00
29.	28 EA	Tie-in to 2" Water Main	\$560.00	\$15,680.00	\$5,500 <sub>0</sub> 00	\$154,000.00
30.	1 EA	Tie-in to 4" Water Main	\$2,300.00	\$2,300.00	\$6,250,00	\$6,250.00
31.	40 EA	Tie-in to 6" Water Main	\$3,100.00	\$124,000.00	\$6,500.00	\$260,000.00
32,	4 EA	Tie-in to 8" Water Main	\$4,000.00	\$16,000.00	\$6,750 <sub>±</sub> 00	\$27,000.00
33.	2 EA	Tie-in to 10" Water Main	\$6,800.00	\$13,600.00	\$7,250.00	\$14,500.00
34.	1 EA	2" Post Hydrant Blow-off Assembly	\$5,191,00	\$5,191.00	\$5,000,00	\$5,000.00

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 2

LOCATION: Beaufort Train Depot 614 Broad Street Beaufort, NC 28516 BIDS OPENED: Thursday, November 9, 2023 at 10:00am CONTRACTOR Sunland Builders T.A. Loving Company ADDRESS 4846 A HWY 24 E P.O. Drawer 919 Newport, NC 28570 Goldsboro, NC 27533 LIC#/BID BOND 24941 / 5% 325 / 5% ITEM UNIT UNIT QTY. UNIT DESCRIPTION PRICE COST PRICE COST 35. 28 EA 2" Temporary Blow-off Assembly \$3,000.00 \$84,000.00 \$1,850.00 \$51,800.00 36. 2 EA New Fire Hydrant Assembly \$9,000.00 \$18,000.00 \$16,000.00 \$32,000.00 37. 36 EA Remove/Replace Fire Hydrant Assembly \$9,500.00 \$342,000.00 \$17,000.00 \$612,000.00 38. 20,000 LF Abandon Water Main with Flowable Fill \$8.50 \$170,000.00 \$12.50 \$250,000.00 39. 70 EA Abandon Water Main by Capping \$960.00 \$67,200.00 \$2,000.00 \$140,000.00 40. 15,000 LB Additional Ductile Iron Fittings \$19.00 \$285,000.00 \$12,00 \$180,000.00 41, 4 EA Temporary Sewer Service Connection \$2,150.00 \$8,600.00 \$2,000.00 \$8,000.00 42. 370 EA 1" Water Service Connection / Change Over \$630.00 \$233,100.00 \$5,250.00 \$1,942,500.00 43. 15 EA 1" Water Service Reconnection \$870.00 \$13,050.00 \$5,250.00 \$78,750.00 11,000 LF 1" Water Service Tubing \$7.00 \$77,000.00 \$10,00 \$110,000.00 45. 6,500 LF 2" PVC Water Service Casing Pipe \$8.00 \$52,000.00 \$11.50 \$74,750.00 46. 3 EA 2" Water Service Connection / Change Over \$5,100.00 \$15,300.00 \$6,250.00 \$18,750.00 47. 150 LF 2" PVC Water Service \$15.00 \$2,250.00 \$17.25 \$2,587.50 48. 370 EA Water Meter Box \$700.00 \$259,000.00 \$650.00 \$240,500.00 49. 5 EA Standard Water Meter Installation \$2,781.00 \$13,905.00 \$450.00 \$2,250.00 50. 2 EA 2" Water Meter Installation w/ Box \$12,470.00 \$24,940.00 \$1,750.00 \$3,500,00 51. 100 SY Asphalt Street Repair - Full Width of Road \$125,00 \$12,500.00 \$150.00 \$15,000.00

OWNER: Town of Beaufort

PROJECT: Utilities Improvements - Contract 2

LOCATION: Beaufort Train Depot

614 Broad Street Beaufort, NC 28516
BIDS OPENED: Thursday, November 9, 2023 at 10:00am

י פטום	OPENED: Inur	sday, November 9, 2023 at 10:00am				
CONTRACTOR ADDRESS LIC#/BID BOND		Sunland Builders 4846 A HWY 24 E Newport, NC 28570 24941 / 5%		T.A. Loving Company P.O. Drawer 919 Goldsboro, NC 27533 325 / 5%		
ITEM NO.	QTY. UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST
52.	20,500 LF	Sawcut and Remove Asphalt-Water Mains	\$10.00	\$205,000.00	\$7,75	\$158,875,00
53,	6,500 LF	Sawcut and Remove Asphalt-Water Services	\$9.50	\$61,750.00	\$7.75	\$50,375.00
54.	2,500 LF	Sawcut and Remove Concrete-Water Mains	\$15.00	\$37,500_00	\$10,00	\$25,000,00
55,	600 LF	Sawcut and Remove Concrete-Water Services	\$15.00	\$9,000.00	\$10.00	\$6,000,00
56.	2,500 LF	Asphalt Pavement Replacement (NCDOT/Concrete Subgrade)-Water Mains	\$78.00	\$195,000.00	\$160,00	\$400,000.00
57.	600 LF	Asphalt Pavement Replacement (NCDOT/Concrete Subgrade)-Water Services	\$61.00	\$36,600.00	\$110.00	\$66,000.00
58.	18,500 LF	Asphalt Pavement Replacement (non-NCDOT)- Water Mains	\$30.00	\$555,000.00	\$30.00	\$555,000,00
59.	6,500 LF	Asphalt Pavement Replacement (non-NCDOT)- Water Services	\$25.00	\$162,500.00	\$30.00	\$195,000.00
60.	1,500 SY	Asphalt Street Milling and Overlay (NCDOT)	\$50,00	\$75,000.00	\$30.00	\$45,000.00
61.	500 CY	Stabilization Stone	\$100.00	\$50,000.00	\$110.00	\$55,000_00
62.	1,000 CY	Select Backfill	\$30.00	\$30,000.00	\$40.00	\$40,000.00
63.	50 TN	Additional Aggregate Base Course	\$60.00	\$3,000.00	\$60.00	\$3,000.00
64.	3,000 LF	Concrete Curb & Gutter Removal	\$10,00	\$30,000.00	\$15.00	\$45,000.00
65.	3,000 LF	Concrete Curb & Gutter Replacement	\$30.00	\$90,000.00	\$50.00	\$150,000.00
66.	700 SY	Concrete Sidewalk Removal	\$8 <sub>1</sub> 00	\$5,600.00	\$20,00	\$14,000.00
67.	700 SY	Concrete Sidewalk Replacement	\$60,00	\$42,000.00	\$85.00	\$59,500,00
68.	700 SY	Concrete Driveway Removal	\$10.00	\$7,000,00	\$20,00	\$14,000.00

RIVERS AND ASSOCIATES, INC. BID TABULATION SHEET  OWNER: Town of Beaufort PROJECT: Utilities Improvements - Contract 2 LOCATION: Beaufort Train Depot 614 Broad Street Beaufort, NC 28516 BIDS OPENED: Thursday, November 9, 2023 at 10:00am								
CONTR.				Sunland Builders 4846 A HWY 24 E		A. Loving Company O. Drawer 919		
LIC#/BIE	DOND			Newport, NC 28570		ioldsboro, NC 27533		
ITEM	BOND		24941 UNIT	75%	325 / UNIT	5%		
NO.	QTY.: UNIT	DESCRIPTION	PRICE	COST	PRICE	COST		
69.	700 SY	Concrete Driveway Replacement	\$100.00	\$70,000.00	\$135.00	\$94,500.00		
70.	150 SY	Asphalt Driveway Removal	\$10.00	\$1,500.00	\$20,00	\$3,000.00		
71.	150 SY	Asphalt Driveway Replacement	\$100.00	\$15,000.00	\$50.00	\$7,500.00		
72.	500 LF	Gravel Driveway Replacement	\$30.00	\$15,000.00	\$35.00	\$17,500.00		
73.	100 SY	Washed Concrete Driveway Replacement	\$150.00	\$15,000.00	\$200,00	\$20,000.00		
74.	150 EA	Curb Inlet Sediment Barrier	\$125.00	\$18,750.00	\$250,00	\$37,500.00		
75.	20 EA	Straw Wattle Check Dam	\$400.00	\$8,000.00	\$150,00	\$3,000.00		
76.	2,600 LF	Silt Fence	\$10.00	\$26,000.00	\$6.00	\$15,600,00		
77.	20 EA	Silt Fence Outlets	\$450,00	\$9,000.00 *	\$500_00	\$10,000.00		
78.	1 LS	Electrical Pole Holding Allowance		\$10,000,00		\$10,000.00		

**TOTAL BASE BID** \$6,925,734.00 \$14,755,000.00 Compliance Statement Submitted Submitted Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Submitted Submitted RD Instruction 1940-Q Exhibit A-1 Submitted Submitted Good Faith Efforts Form 55 points 90 points Submitted MBE Table A Submitted AIS Certification Not Submitted Submitted E-Verify Certification Not Submitted Submitted

\$10,000.00

\$5,000.00

\$10,000.00

\$5,000.00

\* corrected figures

79.

80.

Testing Allowance

1 LS Traffic Signal Electrical Allowance

CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

OWNER:

Т

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS OPENED: Thursday, November 9, 2023 at 10:00am

De Re

2003	PENED. IIIu	sday, November 9, 2023 at 10:00am				
	RACTOR				Sunland Build	ders
ADDR	ESS				4846 A HWY	
LIC#/B	ID BOND				Newport, NC	28570
ITEM	ID BOND		la la		4941 / 5%	
NO.	OTY UNIT	DESCRIPTION			UNIT RICE	COST
BASE		DECOMM HOW			NOL	0001
1.	1 LS	Mobilization and Bonding (Not to exceed 3% of Base Bid)				\$125,000.00
2.	1 LS	Traffic Control				\$100,000.00
3.	1 LS	Construction Staking				\$50,000.00
4,,	1,200 LF	15" HP Stormwater Pipe		\$116	6.00	\$139,200.00
5.	400 LF	18" HP Stormwater Pipe		\$126	6.00	\$50,400.00
6.	2,300 LF	24" HP Stormwater Pipe		\$169	9.00	\$388,700.00
7,,,	300 LF	30" Stormwater HP Pipe		\$278	3.00	\$83,400.00
8.	1,450 LF	36" Stormwater HP Pipe		\$406	6.00	\$588,700.00
9.	40 LF	15" Stormwater RCP		\$78	3.00	\$3,120.00
10,	120 LF	18" Stormwater RCP		\$85	5.00	\$10,200,00
11,	10 LF	4" Stormwater PVC		\$30	0.00	\$300.00
12.	50 LF	12" Stormwater PVC		\$71	1.00	\$3,550.00
13,	80 LF	15" Stormwater PVC		\$76	3.00	\$6,080.00
14.	21 EA	Replace Existing 36" x 26" Catch Basin (0-4') w/ Hood, Frame, and Grate		\$4,000	0.00	\$84,000.00
15,	3 EA	Install New 36" x 26" Catch Basin (0-4') w/ Hood, Frame, and Grate		\$4,400	0,00	\$13,200.00
16.	6 EA	Replace Existing 36" x 26" Catch Basin (4'-6') w/ Hood, Frame, and Grate		\$6,700	0.00	\$40,200.00
17.	3 EA	Replace Existing 36" x 26" Catch Basin (6'-8') w/ Hood, Frame, and Grate		122 \$9,500	0.00	\$28,500.00



OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS LIC#/BID BOND			Sunland B 4846 A H\ Newport, I 24941 / 5%	NY 24 E
ITEM			UNIT	
NO.	QTY. UNIT	DESCRIPTION	PRICE	COST
18.	3 EA	Install New 36" x 26" Catch Basin (6'-8') w/ Hood, Frame, and Grate	\$9,500.00	\$28,500.00
19.	1 EA	Replace Existing 36" x 40" Catch Basin (0-4') w/ Hood, Frame, and Grate	\$5,500.00	\$5,500.00
20.	6 EA	Install New 36" x 24" Drop Inlet (0-4') w/ Frame, and Grate	\$4,100.00	\$24,600.00
21.	<b>6</b> EA	Replace Existing 36" x 24" Drop Inlet (0-4') w/ Frame, and Grate	\$4,100.00	\$24,600.00
22.	<b>6</b> EA	Install New 36" x 24" Drop Inlet (4'-6') w/ Frame and Grate	\$6,500.00	\$39,000.00
23.	1 EA	Replace Existing 36" x 24" Drop Inlet (4-6') w/ Frame, and Grate	\$6,500.00	\$6,500.00
24.	1 EA	Install New 48" x 48" Drop Inlet Type A (4'-6') w/ Frame and Grate	\$9,540.00	\$9,540.00
25.	1 EA	Install New 48" x 48" Drop Inlet Type A (8'-10') w/ Frame and Grate	\$13,550.00	\$13,550.00
26.	1 EA	Install New 72" x 42" Junction Box Dual Pipe	\$27,400.00	\$27,400.00
27.	1 EA	Install New 72" x 42" Dual Pipe Drop Inlet	\$27,400.00	\$27,400.00
28.	2 EA	Install New 78" x 42" Dual Pipe Catch Basin	\$42,450.00	\$84,900.00
29.	1 EA	Install New 36" x 26" Offset Catch Basin (0'-4')	\$6,400.00	\$6,400.00
30.	2 EA	Replace Existing 36" x 26" Offset Catch Basin (4'-6')	\$6,900.00	\$13,800.00
31,	2 EA	Replace Existing 36" x 26" Offset Catch Basin (6'-8')	\$10,100.00	\$20,200.00
32.	1 EA	Install New 36" x 46" Offset Catch Basin (4'-6')	\$10,100.00	\$10,100.00
33.	1 EA	Replace Existing 36" x 26" Offset Drop Inlet (8' - 10')	\$14,100.00	\$14,100.00
34.	2 EA	Install New Junction Box 15" Pipe (4'-6')	\$6,000.00	\$12,000.00

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS  LIC#/BID BOND			Sunland Builders 4846 A HWY 24 E Newport, NC 28570 24941 / 5%		
ITEM NO.	QTY, UNIT	DESCRIPTION	UNIT PRICE	COST	
35.	1 EA	Install New Junction Box 18" Pipe (8'-10')	\$9,400.00	\$9,400.00	
36.	4 EA	Install New Junction Box 24" Pipe (4'-6')	\$10,100.00	\$40,400.00	
37.	1 EA	Replace Existing Junction Box 24" Pipe (6'-8')	\$10,600.00	\$10,600.00	
38.	4 EA	Install New Junction Box 30" Pipe (4'-6')	\$9,700,00	\$38,800.00	
39.	3 EA	Replace Existing Junction Box 36" Pipe (4'-6')	\$9,700,00	\$29,100.00	
40.	1 EA	Install New Junction Box 36" Pipe (6'-8')	\$11,900.00	\$11,900.00	
41.	1 EA	Replace Existing Junction Box 36" Pipe (6'-8')	\$12,400.00	\$12,400.00	
42.	1 EA	Install New Conflict Box 30" Pipe (4'-6')	\$7,600.00	\$7,600.00	
43.	1 EA	Install New Conflict Box 36" Pipe (4'-6')	\$8,500.00	\$8,500.00	
44.	1 EA	Precast Headwall and Wingwall for 18" Pipe	\$2,850.00	\$2,850.00	
45.	1 EA	Precast Headwall and Wingwall for 24" Pipe	\$3,760.00	\$3,760.00	
<b>4</b> 6.	1 EA	Precast Headwall and Wingwall for 36" Pipe	\$10,500.00	\$10,500.00	
47.	1 EA	Precast Headwall and Wingwall in Taylor Creek for 30" Pipe	\$8,100.00	\$8,100.00	
48.	1 EA	Precast Headwall and Wingwall in Taylor Creek for 36" Pipe	\$13,900.00	\$13,900.00	
49.	1 EA	30" Duckbill Check Valve	\$31,000.00	\$31,000.00	
50.	<b>2</b> EA	36" Duckbill Check Valve	\$39,000.00	\$78,000.00	
51.	3 EA	4" DIP Sewer Wye	\$3,500.00	\$10,500.00	

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS LIC#/BID BOND		24941	Sunland Builders 4846 A HWY 24 E Newport, NC 28570 / 5%	
ITEM		PERCENTION	UNIT	
NO.		DESCRIPTION	PRICE	
52.	160 LF	4" PVC Service Line and Fittings	\$35.00	\$5,600.00
53.	60 LF	4" DIP Service Line and Fittings	\$110.00	\$6,600.00
54.	4 EA	4" PVC Sewer Service Clean Out	\$290.00	\$1,160.00
55.	4 EA	4" Cleanout Box	\$302.00	\$1,208.00
56.	60 LF	6" PVC Service Line and Fittings	\$42.00	\$2,520.00
57.	2 EA	6" PVC Sewer Service Clean Out	\$520.00	\$1,040.00
58.	2 EA	6" Cleanout Box	\$302.00	\$604.00
59.	10 EA	Sewer Service Adjustment	\$2,650.00	\$26,500.00
60.	4 EA	Reconnect Existing Sewer Service	\$3,090.00	\$12,360.00
61.	2 EA	Abandon 2" Water Main By Capping	\$180.00	\$360.00
62.	200 LF	2" PVC Water Main	\$30.00	\$6,000.00
63.	140 LF	6" PVC Water Main	\$41.00	\$5,740.00
64.	40 LF	8" PVC Water Main	\$52.00	\$2,080.00
65.	5 EA	1" Water Service Connection/Change Over	\$1,430.00	\$7,150.00
66.	150 LF	1" Water Service Tubing	\$13.00	\$1,950.00
67,	150 LF	2" PVC Water Service Casing Pipe	\$15.00	\$2,250.00
68.	<b>3</b> EA	Tie-in to 2" Water Main	\$700.00	\$2,100.00

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS LIC#/BID BOND				Builders IWY 24 E NC 28570
ITEM NO.	QTY. UNIT	DESCRIPTION	UNIT PRICE	COST
69.	<b>3</b> EA	Tie-in to 6" Water Main	\$4,200.00	\$12,600.00
70.	<b>3</b> EA	2" Gate Valve w/ Box	\$2,250.00	\$6,750.00
71.	2 EA	2" Tapping Saddle and Valve w/ Box	\$2,850,00	\$5,700.00
72.	1 EA	6" Gate Valve w/ Box	\$2,950.00	\$2,950.00
73.	40 LF	6" RJDIP Force Main Replacement	\$95.00	\$3,800.00
74.	160 LF	6" RJPVC Force Main Replacement	\$93.00	\$14,880.00
75.	3 EA	Manual Air Release Valve	\$5,420.00	\$16,260.00
76.	3 EA	6" PVC 20 LF Point Repair (0 - 6)	\$4,250.00	\$12,750.00
77.	4 EA	8" PVC 10 LF Point Repair (0 - 6)	\$5,350.00	\$21,400.00
78.	18 EA	8" DIP 20 LF Point Repair (0 - 6)	\$6,573.00	\$118,314.00
79.	1 EA	8" DIP 40 LF Point Repair (0 - 6)	\$13,400.00	\$13,400.00
80.	16 EA	Utility Bridging	\$7,000.00	\$112,000,00
81.	2 EA	Convert Existing Junction Box to Yard Inlet	\$1,150.00	\$2,300,00
82.	11 EA	Concrete Collar	\$175.00	\$1,925.00
83.	5,400 SY	Remove/Replace Asphalt Pavement (Non-NCDOT Street)	\$100.00	\$540,000.00
84.	4,700 SY	Remove/Replace Concrete Road Base	\$110.00	\$517,000.00
85.	280 SY	Remove/Replace Asphalt Pavement (NCDOT Roads)	\$200.00	\$56,000.00

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

BIDS OPENED: Thursday, November 9, 2023 at 10:00am

CONTRACTOR Sunland Builders ADDRESS 4846 A HWY 24 E Newport, NC 28570 LIC#/BID BOND 24941 / 5% ITEM UNIT NO. QTY. UNIT DESCRIPTION PRICE COST 86. 2" Asphalt Milling and Overlay \$50.00 \$40,000.00 87. 600 SY Remove Existing Sidewalk \$20.00 \$12,000.00 88. 600 SY Replace Existing Sidewalk \$60.00 \$36,000.00 89. 430 SY Remove Existing Concrete Driveway \$20.00 \$8,600.00 90. 430 SY Replace Existing Concrete Driveway \$100.00 \$43,000.00 91. 40 SY Remove Existing Asphalt Driveway \$10.00 \$400.00 92. Replace Existing Asphalt Driveway \$150.00 \$6,000.00 93. 60 SY Remove/Replace Existing Brick Driveway \$150.00 \$9,000.00 94. 40 SY Remove/Replace Existing Washed Concrete \$150.00 \$6,000.00 95. 2,900 LF Remove Existing Curb and Gutter \$10.00 \$29,000.00 96. 2,900 LF Replacement of Existing Curb and Gutter \$30.00 \$87,000.00 97. 120 LF Proposed Curb and Gutter \$40.00 \$4,800.00 98. **100** LF Proposed Valley Gutter \$100.00 \$10,000.00 99. 460 LF **Proposed Berm Gutter** \$45.00 \$20,700.00 100. Cap and Abandon Existing ≤8" Storm Sewer \$3,000.00 \$3,000.00 101. 50 LF Abandon Existing 10" Storm Sewer w/ Flowable Fill \$30.00 \$1,500.00 102. 590 LF Abandon Existing 12" Storm Sewer w/ Flowable Fill \$30.00 \$17,700.00 127

OWNER:

Town of Beaufort

PROJECT:

Utilities Improvements - Contract 3

LOCATION:

Beaufort Train Depot

614 Broad Street Beaufort, NC 28516

CONTRACTOR ADDRESS  LIC#/BID BOND			4846 A I	Builders HWY 24 E , NC 28570
ITEM NO.	QTY. UNIT	DESCRIPTION	UNIT PRICE	COST
103.	850 LF	Abandon Existing 15" Storm Sewer w/ Flowable Fill	\$40.00	\$34,000.00
104.	240 LF	Abandon Existing 18" Storm Sewer w/ Flowable Fill	\$50.00	\$12,000.00
105.	100 LF	Abandon Existing >18" Storm Sewer w/ Flowable Fill	\$200.00	\$20,000.00
106.	<b>400</b> LF	Remove Existing Storm Sewer Pipe	\$30.00	\$12,000.00
107,	<b>14</b> EA	Abandon Existing Storm Structure	\$2,000.00	\$28,000.00
108.	8 EA	Proposed Handicap Ramp	\$900.00	\$7,200.00
109.	5,000 LB	Additional Ductile Iron Fittings	\$19.00	\$95,000.00
110.	400 LF	Ditch Excavation and Grading	\$25.00	\$10,000.00
111₅	50 CY	Select Backfill	\$30.00	\$1,500.00
112.	100 CY	Stabilization Stone (Trench)	\$100.00	\$10,000.00
113.	4 TN	Rip Rap	\$100.00	\$400.00
114.	3 EA	Straw Wattle Check Dam	\$300.00	\$900.00
115.	600 LF	Silt Fence	\$10.00	\$6,000.00
116.	20 EA	Drop Inlet/Catch Basin Protection (RIST)	\$850.00	\$17,000.00
117 <sub>6</sub>	50 EA	Drop Inlet/Catch Basin Protection (CISD)	\$950.00	\$47,500.00
118.	1 AC	Fertilizing, Seeding and Mulching	\$2,500.00	\$2,500.00
119.	1 AL	Electric Relocation Allowance	128	\$50,000.00

RIVERS AND ASSOCIATES, INC.			
BID TABULATION SHEET			
DID TABOLATION OFFICE			
l'			
OWNER: Town of Beaufort			
PROJECT: Utilities Improvements - Contract 3			
LOCATION: Beaufort Train Depot			
614 Broad Street Beaufort, NC 28516			
BIDS OPENED: Thursday, November 9, 2023 at 10:00am			
CONTRACTOR	Sunland Builders		
ADDRESS	4846 A HWY 24 E		
	Newport, NC 28570		
LIC#/BID BOND	24941 / 5%		
ITEM	UNIT		
NO. QTY, UNIT DESCRIPTION	PRICE COST		
120. 1 AL Testing Allowance	040,000,00		
120. 1 AL Testing Allowance	\$10,000.00		
TOTAL BASE BID	\$4,651,901.00		
Compliance Statement	Submitted		
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Submitted		
RD Instruction 1940-Q Exhibit A-1	Submitted		
Good Faith Efforts Form	55 points		
MBE Table A	Submitted		
AIS Cetification	Not Submitted		
E-Verify Certification	Not Submitted		
	*		

\* corrected figure

P:\Muni\Beaufort-Sewer\_Rehab\_PER-2019130\ADMIN\G-Bids\2023 Utilities Projects 1, 2 & 3 Bids\Bid Submittal

# BID ALTERNATE FOR SINGLE PRIME - CONTRACTS 1, 2 & 3

# CONTRACT 1 - WASTEWATER COLLECTION SYSTEM REHABILITATION CONTRACT 2 - WATER DISTRIBUTION SYSTEM IMPROVEMENTS CONTRACT 3 - STORMWATER DRAINAGE SYSTEM IMPROVEMENTS

## **Sunland Builders**

Contract No.	Description	<u>Percent</u>	<u>Total \$</u>
Contract No. 1	Base Bid		No Bid
	Add or (Deduct) from Total Base Bid		\$ No Bid
	Subtotal Contract No. 1		No Bid
Contract No. 2	Base Bid		\$6,925,734.00
	Add or (Deduct) from Total Base Bid	0.00%	\$0.00
	Subtotal Contract No. 2		\$6,925,734.00 *
Contract No. 3	Base Bid		\$4,651,901.00
	Add or (Deduct) from Total Base Bid	0.00%	\$
	Subtotal Contract No. 3		\$4,651,901.00
	TOTAL NET BID FOR SINGLE PRIME	!	11,577,635.00
			* corrected figure

# BID ALTERNATE FOR SINGLE PRIME - CONTRACTS 1, 2 & 3

# CONTRACT 1 - WASTEWATER COLLECTION SYSTEM REHABILITATION CONTRACT 2 - WATER DISTRIBUTION SYSTEM IMPROVEMENTS CONTRACT 3 - STORMWATER DRAINAGE SYSTEM IMPROVEMENTS

## T.A. Loving

Contract No.	Description	Percent	<u>Total \$</u>
Contract No. 1	Base Bid		\$14,460,750.00
	Add or (Deduct) from Total Base Bid	\$	0.00
	Subtotal Contract No. 1		\$14,460,750.00
Contract No. 2	Base Bid		\$14,755,000.00
	Add or (Deduct) from Total Base Bid	\$	0.00
	Subtotal Contract No. 2		\$14,755,000.00
Contract No. 3	Base Bid		No Bid
	Add or (Deduct) from Total Base Bid	\$	No Bid
	Subtotal Contract No. 3		No Bid
	TOTAL NET BID FOR SINGLE PRIME	\$	29,215,750.00

(for a proposed contract award less than bid amount)

Project Title: Town of Beaufort Utilities Improvements					
Contract : Contract 1 – Wastewater Collection System Rehabilitation					
Owner:	Town of Beaufort				
Engineer/Architect:	Rivers & Associates				
Contractor:	T.A. Loving Company				
Bid Amount:	\$14,460,750.00	Bid Date:	11/09/2023		

#### Brief Description of Contract as Bid

The work the be performed under this contract consists of rehabilitation of portions of the existing wastewater collection system. The project consists of point repairs, lining sewer mains, replacing gravity sewer, replacing manholes, and replacing sewer services.

### Terms of Negotiation

The Owner and Contractor acknowledge and agree that the bid received on the above referenced project have resulted in the project budget being exceeded and that a contract cannot be awarded based on the amount of the total bids received. This memorandum documents that the Owner and the Contractor have completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract will be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on both parties and shall become a part of the terms and conditions of the contract, subject only to the Owner being successful in obtaining additional funding, if applicable.

The following changes in the terms and conditions of the as-bid contract are hereby incorporated into the proposed contract award:

The following summarizes the work removed/modified:

- Construction Sheet 1C04 Removed
- Construction Sheet 1C05 Removed
- Construction Sheet 1C08 Removed
- Construction Sheet 1C11 Replacement of 6" pipe on Stanton Road Removed
- Construction Sheet 1C12 Removed
- Construction Sheet 1C13 Removed
- Construction Sheet 1C15 Removed
- Construction Sheet 1C16 Changed pipe replacement on Chestnut Drive to lining
- Construction Sheet 1C18 Removed
- Construction Sheet 1C19 Removed
- Construction Sheet 1C21 Removed
- Construction Sheet 1C24 Removed
- Construction Sheet 1C25 Removed
- Construction Sheet 1C27 Removed
- Construction Sheet 1C28 Removed
- Construction Sheet 1C29 Removed
- Construction Sheet 1C30 Removed
- Construction Sheet 1C31 Removed
- Construction Sheet 1C33 Removed

(for a proposed contract award less than bid amount)

- Construction Sheet 1C37 Removed
- Construction Sheet 1C38 Removed
- Construction Sheet 1C43 Removed

The following summarizes the ch	nanges to bid	amounts a	nd line	items:
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- Reduced Mobilization from \$350,000 to \$250,000
- Reduced Traffic Control from \$2,925,520 to \$1,987,445
- Reduced Bypass Pumping from \$700,000 to \$400,000
- Replace line item 108 Asphalt Street Repair (Non-NCDOT) in LF with the following
  - o Asphalt Street Repair (Non-NCDOT) in SY
  - Asphalt Street Repair Services (Non-NCDOT) in SY
- Replace line item 111 Asphalt Street with Concrete Base Repair in LF with the following items:
  - Asphalt Street with Concrete Base Repair (Non-NCDOT) in SY
     Asphalt Street with Concrete Base Repair Services (Non-NCDOT) in SY
     Asphalt Street with Concrete Base Repair (NCDOT) in SY
     Asphalt Street with Concrete Base Repair Services (NCDOT) in SY

Proposed Negotiated Contract Award Amount:		\$ 9,063,517.50	
This memorandum shall be va	lid and binding up to and inclus	ive of:	May 1 <sup>st</sup> , 2024
Recommended:  By: Start of Godfy  (Engineer/Architect)	Accepted: By: (Owner)	Accepte By:	(Contractor)

Date: 01 25/2024 Date: 1/29/24 Date: Z/2/24

Approved by Funding Agency:

By: Date:

(for a proposed contract award less than bid amount)

Project Title:	Town of Beaufort Utilities Improvements			
Contract :	Contract 2 – Water Distribution System Improvements			
Owner:	Town of Beaufort			
Engineer/Architect:	Rivers & Associates			
Contractor:	Sunland Builders, Inc			
Bid Amount:	\$6,925,734.00	Bid Date:	11/09/2023	

## **Brief Description of Contract as Bid**

The work the be performed under this contract consists of replacement of portions of the existing water distribution system in the Town of Beaufort, North Carolina.

#### **Terms of Negotiation**

The Owner and Contractor acknowledge and agree that the bid received on the above referenced project have resulted in the project budget being exceeded and that a contract cannot be awarded based on the amount of the total bids received. This memorandum documents that the Owner and the Contractor have completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract will be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on both parties and shall become a part of the terms and conditions of the contract, subject only to the Owner being successful in obtaining additional funding, if applicable.

The following changes in the terms and conditions of the as-bid contract are hereby incorporated into the proposed contract award:

The following summarizes the work removed/modified:

- Construction Sheet 2C04 Removed
- Construction Sheet 2C07 Removed
- Construction Sheet 2C16 Remove proposed 6" WM on Queen Street, but install cross and valve at intersection of Pine & Queen Street to accommodate future work
- Construction Sheet 2C24 End proposed 12" WM on Ann Street at Pollock Street rather than Marsh Street
- Construction Sheet 2C25 Remove proposed 6" WM on Ann Street between Gordon Street and Fulford Street
- Construction Sheet 2C28 Remove proposed 6" WM on Orange Street from Ann Street to Broad Street, but install valve at Ann Street & Orange Street intersection and install cross with valves to accommodate future work.
- Construction Sheet 2C29 Remove proposed 6" WM on Orange Street from Broad Street to Cedar Street, but install cross and valves at intersection of Broad Street & Orange Street to accommodate future work.

## North Carolina\_USDA Rural Development

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# Memorandum of Negotiation (for a proposed contract award less than bid amount)

Proposed	\$ 6,050,184.00	
This memorandum shall be	e May 1 <sup>st</sup> , 2024	
Recommended:  By: Godfor  (Engineer/Architect)  Date: 01   25   2024  Approved by Funding Agency:	Accepted: Accepted: By: By: Owner)  Date: 1/29/24  Date: Date	contractor)  (Contractor)  2/s/24
Bv·	Date:	

(for a proposed contract award less than bid amount)

Project Title:	Town of Beaufort Utilities Improvements			
Contract :	Contract 3 – Stormwater Drainage System Improvements			
Owner:	Town of Beaufort			
Engineer/Architect:	Rivers & Associates			
Contractor:	Sunland Builders, Inc			
Bid Amount:	\$4,651,901.00	Bid Date:	11/09/2023	

## Brief Description of Contract as Bid

The work to be performed under this contract consists of stormwater drainage system improvements for four (4) areas within the Town.

#### Terms of Negotiation

The Owner and Contractor acknowledge and agree that the bid received on the above referenced project have resulted in the project budget being exceeded and that a contract cannot be awarded based on the amount of the total bids received. This memorandum documents that the Owner and the Contractor have completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract will be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on both parties and shall become a part of the terms and conditions of the contract, subject only to the Owner being successful in obtaining additional funding, if applicable.

The following changes in the terms and conditions of the as-bid contract are hereby incorporated into the proposed contract award:

The following summarizes the work removed/modified:

- Construction Sheet 3C04 Removed
- Construction Sheet 3C05 Removed
- Construction Sheet 3C08 Removed
- Construction Sheet 3C10 Removed

The following summarizes the changes to bid amounts and line items:

- Reduced Traffic Control from \$100,000 to \$50,000
- Reduced Constructing Staking from \$50,000 to \$25,000
- Reduced Electric Relocation Allowance from \$50,000 to \$25,000

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# Memorandum of Negotiation (for a proposed contract award less than bid amount)

Proposed	\$ 2,643,398.00	
This memorandum shall be v	May 1 <sup>st</sup> , 2024	
Recommended:  By: Control Goods  (Engineer/Architect)  Date: 01/25/2024  Approved by Funding Agency:	Accepted: Accepted: Accepted: By: Accepted: By: By: By: Date: Date:	ted: (Contractor) 2/5/24
By:	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 11, 2023

AGENDA CATEGORY: New Business
SUBJECT: Note Resolutions

**USDA-Funded Utilities Improvements Project** 

#### **BRIEF SUMMARY:**

The procedure for financing the project referred to as the "USDA-Funded Utilities Project" will necessitate the Town issuing Water and Sewer System Revenue Bond Anticipation Notes as well as a Stormwater System Revenue Bond Anticipation Note prior to construction of the project. It is anticipated that these notes will be purchased by the financial institutions listed below to provide funds for construction of the USDA-Funded Utilities Projects. The United States Department of Agriculture (USDA) however, has committed to provided long term financing for the project. To that end, the Town will issue revenue bonds for purchase by USDA after substantial completion of the construction of each project. The proceeds from the sale of these bonds will be used to retire the water/sewer and the stormwater notes. The Town will then commence payments to USDA to retire the bonds based upon the previously agreed to 40-year term and 1.25 percent interest rate.

Prior to issuance of the revenue bond anticipation notes, it will be necessary for the Board of Commissioners to adopt three "note" or "series" resolutions. The resolutions each contain such information as who is buying the note, its maturity date, the interest rate, and the times at which principal and interest are paid. A summary for each note being addressed by the resolutions are as follows:

## Sewer System Revenue Anticipation Note (\$7,036,000) –

PNC Bank, National Association

March 25, 2026 maturity date

4.24% tax-exempt fixed rate

Principal and interest due at maturity

#### Water System Revenue Anticipation Note (\$8,031,000)

PNC Bank, National Association

January 28, 2026 maturity date

4.24% tax-exempt fixed rate

Principal and interest due at maturity

#### Stormwater System Revenue Anticipation Note (\$3,007,000)

Truist Commercial Equity, Inc.

July 30, 2025 maturity date

4.08% tax-exempt fixed rate

Principal and interest due at maturity

## **REQUESTED ACTION:**

Consider adopting the three attached resolutions as written.

## **EXPECTED LENGTH OF PRESENTATION:**

10 minutes

## **SUBMITTED BY:**

Greg Meshaw, PE, Town Engineer

## **BUDGET AMENDMENT REQUIRED:**

No.

#### RESOLUTION OF THE

BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$3,007,000 STORMWATER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024 OF THE TOWN OF BEAUFORT, NORTH CAROLINA

**WHEREAS**, the Bond Order hereinafter described was approved on March 11, 2024 and is in force and effect approving the issuance of stormwater system revenue bonds of the Town of Beaufort, North Carolina (the "Town");

**WHEREAS**, the Town desires to finance various improvements to the Town's stormwater system (the "*Project*") as permitted by Section 159-161 of the General Statutes of North Carolina, as amended;

**WHEREAS**, the Town desires to finance a portion of the Project through the issuance of \$3,007,000 Stormwater System Revenue Bonds (the "Bonds") which may be issued in one or more series and are a portion of the Initial Bonds under the Bond Order, and will initially finance the Project through the issuance of the Note (as defined herein);

WHEREAS, Truist Commercial Equity, Inc. (the "Bank") has agreed to purchase the Note (as defined herein) in the principal amount of \$3,007,000 to evidence a loan to the Town, which sum will be applied to the payment of a portion of the cost of the Project and the United States of America Department of Agriculture, Rural Development ("USDA") has agreed to purchase the Bonds in the aggregate principal amount of \$3,007,000 after completion of the Project, all of the proceeds of which will be applied to the repayment of the principal amount of the Notes;

**WHEREAS**, the Local Government Commission of North Carolina (the "*LGC*") approved the application of the Town for approval of the Bonds as required by Section 159-85 of the General Statutes of North Carolina, as amended, and the issuance and private sale of the Bonds at its March 5, 2024 meeting;

**WHEREAS**, the LGC approved the issuance and private sale of the Note under the provisions of Article 9 of Chapter 159 of the General Statutes of North Carolina, as amended, at its March 5, 2024 meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Town of Beaufort, North Carolina (the "Board of Commissioners"), as follows:

1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

"Board of Commissioners" means the Board of Commissioners of the Town.

"Bond Order" means the Bond Order authorizing the Bonds adopted by the Board of Commissioners on March 11, 2024 and effective thereon

"Note" means the Town's \$3,007,000 Stormwater System Revenue Bond Anticipation Note, Series 2024.

"Town" means the Town of Beaufort, North Carolina, and its successors or assigns.

2. The Town shall issue its Note in the total aggregate principal amount not to exceed \$3,007,000.

- 3. The Note is being issued to provide funds to pay a portion of the funding to finance various improvements to the Town's stormwater system (the "*Project*") pursuant to and in accordance with the Bond Order.
- 4. Unless otherwise changed by a certificate delivered at closing by the Town Manager or the Finance Director, the Note shall be dated March 28, 2024 and shall mature on July 30, 2025, at which time the principal shall be due and payable. It shall bear interest at the rate of 4.08% per annum, which interest shall be payable at the maturity of the Note and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, subject to adjustment as set forth in the Note. No interest coupons shall be attached to the Note. Upon ten days written notice to the Registered Owner of the Note, the principal amount of the Note may be prepaid in whole on any date three months prior to the Maturity Date without penalty.
- 5. The Note will be payable as to both principal and interest to the Bank and both the principal of and interest on the Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.
- 6. The Note shall be sold to the Bank at a purchase price of \$3,007,000, such purchase price and the interest rate set forth above being in the best interests of the Town. The final form of the Note may include such provisions as the Bank may reasonably request so as to preserve the Bank's after-tax return from its purchase of the Note, if the Town takes an action or fails to take an action that causes an adverse effect on the tax status of interest on the Note in the Bank's hands. The Town's delivery of the Note to the Bank will be conclusive evidence of the Town's approval of any provisions of this kind.
- 7. The Note, which shall be in the form attached hereto as Exhibit A, shall .bear the original or facsimile signatures of the Mayor or Town Manager of the Town and the Town Clerk. An original or facsimile of the seal of the Town is to be imprinted on the Note.
- 8. Unless otherwise changed by a certificate delivered at closing by the Town Manager or the Finance Director, the proceeds of the Note shall be deposited into an account to be held by Truist Bank. The moneys held in such account shall be used to pay a portion of the costs of the Project or costs incurred in connection with the issuance of the Note. Funds may not be used to pay costs of the Project until the Town has delivered written approval of such specific use by USDA to the Registered Owner of the Note. Funds in such account shall be invested in compliance with Section 159-30 of the North Carolina General Statutes, as amended, with interest earnings to be applied to the costs of the Project.
- 9. The Mayor, the Town Manager, the Finance Director and the Town Clerk, each acting on behalf of the Town, are hereby authorized and directed to cause the Note to be prepared and to execute the Notes and deliver it to the respective Bank.
- 10. The Mayor, the Town Manager, the Finance Director and the Town Clerk, or their respective designees, each acting on behalf of the Town, are authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any and all acts of the authorized officers of the Town may be done individually or collectively.
- 11. If the maturity date of the Note occurs prior to the date that the Project is completed or substantially completed enough such that the United States of America, United States Department of Agriculture, Rural Development is willing to purchase the Bonds expected to be used to pay off the Note, then the Mayor, the Town Manager, the Finance Director and the Clerk, and their respective designees,

each acting on behalf of the Town, are authorized and directed to execute and deliver another note or notes in substantially the form of Exhibit A with such terms as they deem necessary to keep such note or notes outstanding until such time as USDA is willing to purchase the Bonds to pay off the note or notes.

12. After the close of each Fiscal Year, the Town will cause an audit to be made of its books and accounts relating to the System by a firm of independent certified public accountants to be chosen by the Town and will cause an annual report of operations of the System to be prepared, such annual report to cover the matters usually contained in annual reports for similar systems. Within 270 days after the close of such Fiscal Year, the Town Clerk shall mail reports of each such audit and copies of each such annual report to the Registered Owner of the Note. Within 30 days of adoption, the Town Clerk shall mail the Town's annual budget to the Registered Owner of the Note.

TOWN CLERK

MAYOR

(SEAL)

#### CERTIFICATE

I, ELIZABETH LEWIS, TOWN CLERK OF THE TOWN OF BEAUFORT, NORTH CAROLINA *DO HEREBY CERTIFY* that the foregoing is a true and accurate copy of the Resolution entitled "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$3,007,000 STORMWATER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024 OF THE TOWN OF BEAUFORT, NORTH CAROLINA" which was adopted by the Board of Commissioners at its regular meeting held on the 11th day of March, 2024, to become effective on thereon.

ELIZABETH LEWIS
TOWN CLERK

## EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS OF COMMISSIONERS

A regular meeting of the Board of Commissioners (the "Board of Commissioners") of the Town

of Beaufort, North Carolina was held on March 11, 2024, in the Beaufort Train Depot, Beaufort, North Carolina, Mayor Sharon Harker presiding and the following Commissioners present: Commissioners Absent: \* \* moved that the resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$3,007,000 STORMWATER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024 OF THE TOWN OF BEAUFORT, NORTH CAROLINA", copies of which having been made available to the Board of Commissioners, be adopted. The motion was adopted by a vote of \_\_\_\_\_. **AYES:** NAYS: PASSED, ADOPTED AND APPROVED this 11th day of March, 2024. BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA BY: ELIZABETH LEWIS

TOWN CLERK

### **EXHIBIT A**

(Form of Note)

NO. R-1 \$3,007,000

# UNITED STATES OF AMERICA STATE OF NORTH CAROLINA TOWN OF BEAUFORT, NORTH CAROLINA STORMWATER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024

INTEREST RATE	MATURITY DATE	DATED DATE
4.08%	July 30, 2025	March 28, 2024

OWNER: TRUIST COMMERCIAL EQUITY, INC.

PRINCIPAL SUM: THREE MILLION SEVEN THOUSAND DOLLARS

The TOWN OF BEAUFORT, NORTH CAROLINA (the "Town") acknowledges itself indebted and for value received hereby promises to pay to the Owner named above, on the Maturity Date specified above, the Principal Sum shown above and to pay to the Owner hereof interest thereon from the date of this Note on July 30, 2025, the date on which it shall mature, each payment at the Interest Rate per annum specified above calculated on the basis of a 360-day year consisting of twelve 30-day months subject to adjustment as set forth below. Principal of and interest on this Note is payable in immediately available funds and is payable in U.S. dollars to the Owner of the Note. The principal amount of the Note may be prepaid in whole on any date within three months prior to the Maturity Date without penalty upon ten days written notice to the Owner of the Note.

This Note is issued pursuant to and in accordance with Article 5 and Article 9 of Chapter 159 of the General Statutes of North Carolina, both as amended, a bond order (the "Bond Order") adopted by the Board of Commissioners of the Town on March 11, 2024 and effective thereon and a resolution adopted by the Board of Commissioners of the Town on March 11, 2024 (the "Note Resolution"). This Note is issued in anticipation of the receipt of the proceeds of the sale of a like amount of the Town's Stormwater System Revenue Bonds, and the proceeds hereof shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

The Note is a special obligation of the Town payable solely from the Net Revenues (as defined in the Bond Order) and from the proceeds of said Stormwater System Revenue Bonds of the Town. Neither the credit nor the taxing power of the Town is pledged for the payment of this Note and no holder of this Note has the right to compel exercise of the taxing power by the Town or the forfeiture of any of the Town's property in connection with any default hereon. Reference is hereby made to the Bond Order and the Note Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the Town, the rights of the holder of this Note and the terms upon which this Note is issued and secured.

Upon any "Rate Adjustment Event", as defined below, (i) the unpaid principal portion of the principal of this Note shall continue to be payable on July 30, 2025, but (ii) the interest on this Note shall

be recalculated, at an interest rate equal to an annualized interest rate equal to the "Prime Rate," as defined below, plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any noteholder's gross income for federal income tax purposes. The Owner shall provide to the Town a restated schedule of payments.

The Town shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected noteholder, notwithstanding the fact that any particular noteholder may not necessarily be a holder of this Note on the date of a Rate Adjustment Event. The Town shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such noteholder and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of this Note in full or any transfer to another noteholder.

A "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Owner of a bond counsel opinion to the effect, in either case that the interest component of the payments, or any portion thereof, is includable in the gross income for federal income tax purposes, in any case as a result of any misrepresentation by the Town or as a result of any action the Town takes or fails to take. The "Prime Rate" means the rate announced by Truist Bank from time to time as its "prime rate," whether or not the Bank or any affiliate is at any time a noteholder, The Town shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected noteholder, notwithstanding the fact that any particular noteholder may not necessarily be a holder of this Note on the date of a Rate Adjustment Event. The Town shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such noteholder and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of this Note in full or any transfer to another noteholder.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Note, exist, have been performed and have happened, and that the amount of this Note, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes.

This Note is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission of North Carolina.

*IN WITNESS WHEREOF*, the Town has caused this Note to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk and an original or facsimile of the seal of the Town to be imprinted hereon.

(SEAL)	
Town Clerk	MAYOR
Date of Execution:, 2024	

The issue hereof has been approved under the

provisions of The Local Government Bond Act.

JENNIFER WIMMER

Deputy Secretary of the Local Government Commission

### FORM OF ASSIGNMENT

### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature guaranteed by:

**NOTICE:** Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

**NOTICE:** The signature to this assignment must correspond with the name as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

#### RESOLUTION OF THE

BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$7,036,000 WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024B OF THE TOWN OF BEAUFORT, NORTH CAROLINA

**WHEREAS**, the Bond Order hereinafter described was approved on March 11, 2024 and is in force and effect approving the issuance of water and sewer system revenue bonds of the Town of Beaufort, North Carolina (the "Town");

**WHEREAS**, the Town desires to finance various improvements to the Town's sewer system (the "*Project*") as permitted by Section 159-161 of the General Statutes of North Carolina, as amended;

**WHEREAS**, the Town desires to finance a portion of the Project through the issuance of \$7,036,000 Water and Sewer System Revenue Bonds (the "Bonds") which may be issued in one or more series and are a portion of the Initial Bonds under the Bond Order (as defined herein), and will initially finance the Project through the issuance of the Note (as defined herein);

**WHEREAS**, the Bond Order authorizes the issuance of bond anticipation notes in accordance with Section 2.10 thereof in anticipation of the issuance of Bonds under the Bond Order, secured in part by the proceeds of such Bonds;

**WHEREAS**, the Town has determined to issue its \$7,036,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2024A (the "*Note*"), the proceeds of which will be used to pay a portion of the costs of the Project;

**WHEREAS**, PNC Bank, National Association (the "Bank") has agreed to purchase the Note and the United States of America Department of Agriculture, Rural Development ("USDA") has agreed to purchase the Bonds in the aggregate principal amount of \$7,036,000 after completion of the Project, all of the proceeds of which will be applied to the repayment of the principal amount of the Note;

*WHEREAS*, concurrently with the issuance of the Note, the Town will issue its \$8,031,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2024B to pay a portion of the costs of various improvements to the Town's water system;

**WHEREAS**, the Local Government Commission of North Carolina (the "*LGC*") approved the application of the Town for approval of the Bonds as required by Section 159-85 of the General Statutes of North Carolina, as amended, and the issuance and private sale of the Bonds at its March 5, 2024 meeting;

**WHEREAS**, the LGC approved the issuance and private sale of the Note under the provisions of Article 9 of Chapter 159 of the General Statutes of North Carolina, as amended, at its March 5, 2024 meeting.

**Now, Therefore, BE IT RESOLVED** by the Board of Commissioners of the Town of Beaufort, North Carolina (the "Board of Commissioners"), as follows:

1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

"Board of Commissioners" means the Board of Commissioners of the Town.

"Bond Order" means the Bond Order authorizing the Bonds adopted by the Board of Commissioners on March 11, 2024 and effective thereon

"Business Day" means a day that is not a Saturday or a Sunday and is a day that the Bond Registrar is open for the conducting of business.

"Date of Taxability" means the first date upon which interest on the Note is included in the gross income of the Bank or any subsequent Holder of the Note for federal income tax purposes as a result of a Determination of Taxability.

"Determination of Taxability" means a determination that the interest on the Note is included in gross income of the Holder for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Holder is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on the Note is included in the gross income of the Holder for federal income tax purposes; (b) the date on which the Town receives notice from the Holder that the Holder has been advised in writing that the Internal Revenue Services has issued a statutory notice of deficiency or similar notice to the Holder which asserts, in effect, that interest on the Note received by the Holder is included in the gross income of the Holder for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on the Note is included in the gross income of the Holder for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the Town is advised in writing by counsel to the Holder that a final determination, from which no further right of appeal exists has been made by a court of competent jurisdiction in the United State of America in a proceeding with respect to which the Town has been given notice and an opportunity to participate and defend that interest on the Note is included in the gross income of the Holder for federal income tax purposes as a result of an Event of Taxability.

"Default Rate" means the greatest of (i) the PNC Prime Rate plus 3.0%, (ii) the sum of the Overnight Bank Funding Rate plus three hundred fifty (350) basis points (3.50%), and (iii) 9%.

"Event of Taxability" means any event, occurrence or situation, resulting from an action, or failure to act, by the Town, the effect of which is to cause the interest on the Note to be includible in the gross income of the Holder for federal income tax purposes.

"Note" means the Town's \$7,036,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2024B.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Town.

"PNC Prime Rate" means the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers

"Town" means the Town of Beaufort, North Carolina, and its successors or assigns.

- 2. The Town shall issue its Note in the total aggregate principal amount not to exceed \$7,036,000.
- 3. The Note is being issued to provide funds to pay a portion of the cost of various improvements to the Town's sewer system (the "*Project*") pursuant to and in accordance with the Bond Order.
- 4. Unless otherwise changed by a certificate delivered at closing by the Town Manager or the Finance Director, the Note shall be dated the date of delivery thereof and shall mature on March 25, 2026, at which time the principal shall be due and payable. The Note shall bear interest at the rate of 4.24% per annum, which interest shall be payable at the maturity of the Note and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. No interest coupons shall be attached to the Note. Upon ten days written notice to the Holder of the Note, the principal amount of the Note may be prepaid in whole within thirty (30) days prior to the Maturity Date without penalty.

Upon the occurrence and during the continuation of an Event of Default under the Bond Order, all amounts outstanding under the Note shall bear interest at the Default Rate.

If at any time there is a Determination of Taxability, the fixed rate of interest shall be increased to and be calculated at the rate which will provide to the Holder the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Holder (the "Alternative Rate of Interest"), and shall be payable from the Date of Taxability to such time as the Note is paid in full. In such event, the Town shall be required to pay to the Holder all amounts, if any, which may be necessary to reimburse the Holder for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State against the Holder by reason of the Holder's failure to include the interest on the Note in its gross income for income tax purposes. The Town shall pay to the Holder the above mentioned Alternative Rate of Interest notwithstanding any Transfer by the Holder or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

- 5. Upon ten days written notice to the Holder of the Note, the principal amount of the Note may be prepaid in whole within thirty (30) days prior to the Maturity Date without penalty.
- 6. The Note will be payable as to both principal and interest to the Bank as the Holder of the Note to such account in the United States as the Holder may designate, by wire transfer or other immediately available funds delivered on the payable date..
- 7. The Note shall be sold to the Bank at a purchase price of \$7,036,000, such purchase price and the interest rate set forth above being in the best interests of the Town.
- 8. The Note, which shall be in the form attached hereto as Exhibit A, shall .bear the original or facsimile signatures of the Mayor or Town Manager of the Town and the Town Clerk. An original or facsimile of the seal of the Town is to be imprinted on the Note.

- 9. Before or simultaneously with the issuance and delivery of the Note, there must be filed with the Bond Registrar the following:
  - (a) copies, certified by the Clerk to be true and correct copies, of the Bond Order and this Resolution;
  - (b) a certificate of the Commission authorizing the issuance of the Note and the award of the Note to the Bank:
  - (c) an opinion of bond counsel to the Town to the effect that the Note has been validly issued in accordance with the provisions of the Bond Order and this Resolution and that the interest on the Note is excluded from gross income for federal income tax purposes, in form and substance satisfactory to the Bank;
  - (d) an opinion of counsel to the Town in form and substance satisfactory to the Bank;
  - (e) information relating to USDA's commitment USDA to purchase the Bonds in anticipation of which the Note is being issued upon substantial completion of the Project, including the Town's executed letter of intent to meet conditions, a fully compiled Form RD 1940-1, and a commitment letter from USDA to purchase the Bonds; and
  - (f) such other documentation or opinions as may reasonably be requested by Bond Registrar, the Bank or bond counsel.

When the documents mentioned in subsections (a) to (f), inclusive, of this Section shall have been filed with the Bond Registrar and the Bank, and when the Note shall have been executed as required by the Bond Order and this Resolution, the Note shall be delivered to or upon the order of the State Treasurer for redelivery to or upon the order of the Bank, but only upon the deposit of the purchase price of the Note in accordance with Section 7.

- 10. Unless otherwise changed by a certificate delivered at closing by the Town Manager or the Finance Director, the proceeds of the Note shall be deposited into an account held by the Bank in the name of the Town. The moneys held in such account shall be used to pay a portion of the costs of the Project or costs incurred in connection with the issuance of the Note. Funds may not be used to pay costs of the Project until the Town has delivered written approval of such specific use by USDA to the Holder of the Note. Funds in such account shall be invested in compliance with Section 159-30 of the North Carolina General Statutes, as amended, with interest earnings to be applied to the costs of the Project.
- 11. The Mayor, the Town Manager, the Finance Director and the Town Clerk, each acting on behalf of the Town, are hereby authorized and directed to cause the Note to be prepared, executed and delivered as set forth herein. The Commission is hereby requested to sell the Note at private sale and without advertisement pursuant to G.S. 159-123 to the Bank.
- 12. The Mayor, the Town Manager, the Finance Director and the Town Clerk, or their respective designees, each acting on behalf of the Town, are authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any and all acts of the authorized officers of the Town may be done individually or collectively.

- 13. If the maturity date of the Note occurs prior to the date that the Project is completed or substantially completed enough such that the USDA is willing to purchase the Bonds expected to be used to pay off the Note, then the Mayor, the Town Manager, the Finance Director and the Clerk, and their respective designees, each acting on behalf of the Town, are authorized and directed to execute and deliver another note or notes in substantially the form of Exhibit A with such terms as they deem necessary to keep such note or notes outstanding until such time as USDA is willing to purchase the Bonds to pay off the note or notes.
- 14. After the close of each Fiscal Year, the Town will cause an audit to be made of its books and accounts relating to the System by a firm of independent certified public accountants to be chosen by the Town and will cause an annual report of operations of the System to be prepared, such annual report to cover the matters usually contained in annual reports for similar systems. Within 210 days after the close of such Fiscal Year, the Town Clerk shall mail reports of each such audit and copies of each such annual report to the Holder of the Note.
- 15. The Town acknowledges and agrees that: (1) the primary role of the Bank is to purchase the Note for its own account, in an arms' length commercial transaction between the Town and the Bank and the Bank has financial and other interests that differ from those of the Town; (2) the Bank is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciaries to the Town and has not assumed any advisory or fiduciary responsibility to the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (3) the only obligations the Bank has to the Town with respect to the transaction contemplated hereby expressly are set forth in this Resolution and the Note; and (4) the Town has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

<b>READ, APPROVED AND ADOPTED</b> this 11 <sup>th</sup> day of March, 2024.		
Town Clerk	MAYOR	
(SEAL)		

### CERTIFICATE

I, ELIZABETH LEWIS, TOWN CLERK OF THE TOWN OF BEAUFORT, NORTH CAROLINA *DO HEREBY CERTIFY* that the foregoing is a true and accurate copy of the Resolution entitled "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$7,036,000 WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024B OF THE TOWN OF BEAUFORT, NORTH CAROLINA" which was adopted by the Board of Commissioners at its regular meeting held on the 11th day of March, 2024, to become effective on thereon.

ELIZABETH LEWIS
TOWN CLERK

# EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS OF COMMISSIONERS

A regular meeting of the Board of Commissioners (the "Board of Commissioners") of the Town

of Beaufort, North Carolina was held on March 11, 2024, in the Beaufort Train Depot, Beaufort, North Carolina,, Mayor Sharon Harker presiding and the following Commissioners present: Commissioners Absent: \* \* moved that the resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$7,036,000 WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024B OF THE TOWN OF BEAUFORT, NORTH CAROLINA", copies of which having been made available to the Board of Commissioners, be adopted. The motion was adopted by a vote of \_\_\_\_\_. **AYES:** NAYS: PASSED, ADOPTED AND APPROVED this 11th day of March, 2024. BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA BY: **ELIZABETH LEWIS** 

TOWN CLERK

### **EXHIBIT A**

(Form of Note)

NO. RA-1 \$7,036,000

# UNITED STATES OF AMERICA STATE OF NORTH CAROLINA TOWN OF BEAUFORT, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE. SERIES 2024B

INTEREST RATE	MATURITY DATE	DATED DATE
4.24%	March 25, 2026	, 20

OWNER: PNC BANK, NATIONAL ASSOCIATION

PRINCIPAL SUM: SEVEN MILLION THIRTY-SIX THOUSAND DOLLARS

The *TOWN OF BEAUFORT, NORTH CAROLINA* (the "*Town*") acknowledges itself indebted and for value received hereby promises to pay to the Owner named above, on the Maturity Date specified above, the Principal Sum shown above and to pay to the Owner hereof interest thereon from the date of this Note on March 25, 2026, the date on which it shall mature, each payment at the Interest Rate per annum specified above calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and interest on this Note is payable in immediately available funds and is payable in U.S. dollars to the Owner of the Note. The principal amount of the Note may be prepaid in whole on any date within 30 days of the Maturity Date without penalty.

Upon the occurrence and during the continuation of an Event of Default, all amounts due shall accrue at the Default Rate, which equals the greatest of (i) the PNC Prime Rate plus 3.0%, (ii) the Overnight Bank Funding Rate plus 3.5%, and (iii) 9.0%.

If at any time there is a Determination of Taxability, the fixed rate of interest shall be increased to and be calculated at the rate which will provide to the Holder the effective yield which it would have received if there had not been a Determination of Taxability, such rate to be determined by the Holder (the "Alternative Rate of Interest"), and shall be payable from the Date of Taxability to such time as the Note is paid in full. In such event, the Town shall be required to pay to the Holder all amounts, if any, which may be necessary to reimburse the Holder for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State against the Holder by reason of the Holder's failure to include the interest on the Note in its gross income for income tax purposes. The Town shall pay to the Holder the above mentioned Alternative Rate of Interest notwithstanding any Transfer by the Holder or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

The Town shall pay interest at the Alternative Rate of Interest, as applicable, to each affected Holder, notwithstanding the fact that any particular Holder may not necessarily be a Holder of this Note on the date of a Determination of Taxability. The Town shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such noteholder and

attributable to a Determination of Taxability, notwithstanding the prior repayment of this Note in full or any transfer to another noteholder.

Principal of and interest on this Note is payable in immediately available funds and is payable in U.S. dollars to the Holder of the Note. Upon ten days' written notice to the Holder of the Note, the principal amount of the Note may be prepaid in whole on any date within 30 days of the Maturity Date without penalty.

This Note is issued pursuant to and in accordance with Article 5 and Article 9 of Chapter 159 of the General Statutes of North Carolina, both as amended, a bond order (the "Bond Order") adopted by the Board of Commissioners of the Town on March 11, 2024 and effective thereon and a resolution adopted by the Board of Commissioners of the Town on March 11, 2024 (the "Series Resolution"). This Note is issued in anticipation of the receipt of the proceeds of the sale of a like amount of the Town's Water and Sewer System Revenue Bonds, and the proceeds hereof shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

The Note is a special obligation of the Town payable solely from the Net Revenues (as defined in the Bond Order) and from the proceeds of said Water and Sewer System Revenue Bonds of the Town. Neither the credit nor the taxing power of the Town is pledged for the payment of this Note and no holder of this Note has the right to compel exercise of the taxing power by the Town or the forfeiture of any of the Town's property in connection with any default hereon. Reference is hereby made to the Bond Order and the Series Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the Town, the rights of the holder of this Note and the terms upon which this Note is issued and secured.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Note, exist, have been performed and have happened, and that the amount of this Note, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes.

This Note is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission of North Carolina.

*IN WITNESS WHEREOF*, the Town has caused this Note to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk and an original or facsimile of the seal of the Town to be imprinted hereon.

(SEAL)	
Town Clerk	MAYOR
Date of Execution:, 2024	

The issue hereof has been approved under the

provisions of The Local Government Bond Act.

JENNIFER WIMMER

Deputy Secretary of the Local Government Commission

### FORM OF ASSIGNMENT

### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature guaranteed by:

**NOTICE**: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

**NOTICE:** The signature to this assignment must correspond with the name as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

### RESOLUTION OF THE

BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$8,031,000 WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024A OF THE TOWN OF BEAUFORT, NORTH CAROLINA

**WHEREAS**, the Bond Order hereinafter described was approved on March 11, 2024 and is in force and effect approving the issuance of water and sewer system revenue bonds of the Town of Beaufort, North Carolina (the "Town");

**WHEREAS**, the Town desires to finance various improvements to the Town's water system (the "*Project*") as permitted by Section 159-161 of the General Statutes of North Carolina, as amended;

**WHEREAS**, the Town desires to finance a portion of the Project through the issuance of \$8,031,000 Water and Sewer System Revenue Bonds (the "Bonds") which may be issued in one or more series and are a portion of the Initial Bonds under the Bond Order (as defined herein), and will initially finance the Project through the issuance of the Note (as defined herein);

**WHEREAS**, the Bond Order authorizes the issuance of bond anticipation notes in accordance with Section 2.10 thereof in anticipation of the issuance of Bonds under the Bond Order, secured in part by the proceeds of such Bonds;

**WHEREAS**, the Town has determined to issue its \$8,031,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2024A (the "*Note*"), the proceeds of which will be used to pay a portion of the costs of the Project;

**WHEREAS**, PNC Bank, National Association (the "Bank") has agreed to purchase the Note and the United States of America Department of Agriculture, Rural Development ("USDA") has agreed to purchase the Bonds in the aggregate principal amount of \$8,031,000 after completion of the Project, all of the proceeds of which will be applied to the repayment of the principal amount of the Note;

*Whereas*, concurrently with the issuance of the Note, the Town will issue its \$7,036,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2024B to pay a portion of the costs of various improvements to the Town's sanitary sewer system;

**WHEREAS**, the Local Government Commission of North Carolina (the "LGC") approved the application of the Town for approval of the Bonds as required by Section 159-85 of the General Statutes of North Carolina, as amended, and the issuance and private sale of the Bonds at its March 5, 2024 meeting;

**WHEREAS**, the LGC approved the issuance and private sale of the Note under the provisions of Article 9 of Chapter 159 of the General Statutes of North Carolina, as amended, at its March 5, 2024 meeting.

**Now, Therefore, BE IT RESOLVED** by the Board of Commissioners of the Town of Beaufort, North Carolina (the "Board of Commissioners"), as follows:

1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

"Board of Commissioners" means the Board of Commissioners of the Town.

"Bond Order" means the Bond Order authorizing the Bonds adopted by the Board of Commissioners on March 11, 2024 and effective thereon

"Business Day" means a day that is not a Saturday or a Sunday and is a day that the Bond Registrar is open for the conducting of business.

"Date of Taxability" means the first date upon which interest on the Note is included in the gross income of the Bank or any subsequent Holder of the Note for federal income tax purposes as a result of a Determination of Taxability.

"Determination of Taxability" means a determination that the interest on the Note is included in gross income of the Holder for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Holder is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on the Note is included in the gross income of the Holder for federal income tax purposes; (b) the date on which the Town receives notice from the Holder that the Holder has been advised in writing that the Internal Revenue Services has issued a statutory notice of deficiency or similar notice to the Holder which asserts, in effect, that interest on the Note received by the Holder is included in the gross income of the Holder for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on the Note is included in the gross income of the Holder for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the Town is advised in writing by counsel to the Holder that a final determination, from which no further right of appeal exists has been made by a court of competent jurisdiction in the United State of America in a proceeding with respect to which the Town has been given notice and an opportunity to participate and defend that interest on the Note is included in the gross income of the Holder for federal income tax purposes as a result of an Event of Taxability.

"Default Rate" means the greatest of (i) the PNC Prime Rate plus 3.0%, (ii) the sum of the Overnight Bank Funding Rate plus three hundred fifty (350) basis points (3.50%), and (iii) 9%.

"Event of Taxability" means any event, occurrence or situation, resulting from an action, or failure to act, by the Town, the effect of which is to cause the interest on the Note to be includible in the gross income of the Holder for federal income tax purposes.

"Note" means the Town's \$8,031,000 Water and Sewer System Revenue Bond Anticipation Note, Series 2024A.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Town.

"PNC Prime Rate" means the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers

"Town" means the Town of Beaufort, North Carolina, and its successors or assigns.

- 2. The Town shall issue its Note in the total aggregate principal amount not to exceed \$8,031,000.
- 3. The Note is being issued to provide funds to pay a portion of the cost of various improvements to the Town's water system (the "*Project*") pursuant to and in accordance with the Bond Order.
- 4. Unless otherwise changed by a certificate delivered at closing by the Town Manager or the Finance Director, the Note shall be dated the date of delivery thereof and shall mature on January 28, 2026, at which time the principal shall be due and payable. The Note shall bear interest at the rate of 4.24% per annum, which interest shall be payable at the maturity of the Note and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. No interest coupons shall be attached to the Note.

Upon the occurrence and during the continuation of an Event of Default under the Bond Order, all amounts outstanding under the Note shall bear interest at the Default Rate.

If at any time there is a Determination of Taxability, the fixed rate of interest shall be increased to and be calculated at the rate which will provide to the Holder the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Holder (the "Alternative Rate of Interest"), and shall be payable from the Date of Taxability to such time as the Note is paid in full. In such event, the Town shall be required to pay to the Holder all amounts, if any, which may be necessary to reimburse the Holder for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State against the Holder by reason of the Holder's failure to include the interest on the Note in its gross income for income tax purposes. The Town shall pay to the Holder the above mentioned Alternative Rate of Interest notwithstanding any Transfer by the Holder or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

- 5. Upon ten days written notice to the Holder of the Note, the principal amount of the Note may be prepaid in whole within thirty (30) days prior to the Maturity Date without penalty.
- 6. The Note will be payable as to both principal and interest to the Bank as the Holder of the Note to such account in the United States as the Holder may designate, by wire transfer or other immediately available funds delivered on the payable date.
- 7. The Note shall be sold to the Bank at a purchase price of \$8,031,000, such purchase price and the interest rate set forth above being in the best interests of the Town.
- 8. The Note, which shall be in the form attached hereto as Exhibit A, shall .bear the original or facsimile signatures of the Mayor or Town Manager of the Town and the Town Clerk. An original or facsimile of the seal of the Town is to be imprinted on the Note.

- 9. Before or simultaneously with the issuance and delivery of the Note, there must be filed with the Bond Registrar the following:
- (a) copies, certified by the Clerk to be true and correct copies, of the Bond Order and this Resolution;
- (b) a certificate of the Commission authorizing the issuance of the Note and the award of the Note to the Bank;
- (c) an opinion of bond counsel to the Town to the effect that the Note has been validly issued in accordance with the provisions of the Bond Order and this Resolution and that the interest on the Note is excluded from gross income for federal income tax purposes, in form and substance satisfactory to the Bank;
  - (d) an opinion of counsel to the Town in form and substance satisfactory to the Bank;
- (e) information relating to USDA's commitment USDA to purchase the Bonds in anticipation of which the Note is being issued upon substantial completion of the Project, including the Town's executed letter of intent to meet conditions, a fully compiled Form RD 1940-1, and a commitment letter from USDA to purchase the Bonds; and
- (f) such other documentation or opinions as may reasonably be requested by Bond Registrar, the Bank or bond counsel.

When the documents mentioned in subsections (a) to (f), inclusive, of this Section shall have been filed with the Bond Registrar and the Bank, and when the Note shall have been executed as required by the Bond Order and this Resolution, the Note shall be delivered to or upon the order of the State Treasurer for redelivery to or upon the order of the Bank, but only upon the deposit of the purchase price of the Note in accordance with Section 7.

- 10. Unless otherwise changed by a certificate delivered at closing by the Town Manager or the Finance Director, the proceeds of the Note shall be deposited into an account in the name of the Town held by the Bank. The moneys held in such account shall be used to pay a portion of the costs of the Project or costs incurred in connection with the issuance of the Note. Funds may not be used to pay costs of the Project until the Town has delivered written approval of such specific use by USDA to the Holder of the Note. Funds in such account shall be invested in compliance with Section 159-30 of the North Carolina General Statutes, as amended, with interest earnings to be applied to the costs of the Project.
- 11. The Mayor, the Town Manager, the Finance Director and the Town Clerk, each acting on behalf of the Town, are hereby authorized and directed to cause the Note to be prepared, executed and delivered as set forth herein. The Commission is hereby requested to sell the Note at private sale and without advertisement pursuant to G.S. 159-123 to the Bank.
- 12. The Mayor, the Town Manager, the Finance Director and the Town Clerk, or their respective designees, each acting on behalf of the Town, are authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. Any and all acts of the authorized officers of the Town may be done individually or collectively.

- 13. If the maturity date of the Note occurs prior to the date that the Project is completed or substantially completed enough such that the USDA is willing to purchase the Bonds expected to be used to pay off the Note, then the Mayor, the Town Manager, the Finance Director and the Clerk, and their respective designees, each acting on behalf of the Town, are authorized and directed to execute and deliver another note or notes in substantially the form of Exhibit A with such terms as they deem necessary to keep such note or notes outstanding until such time as USDA is willing to purchase the Bonds to pay off the note or notes.
- 14. After the close of each Fiscal Year, the Town will cause an audit to be made of its books and accounts relating to the System by a firm of independent certified public accountants to be chosen by the Town and will cause an annual report of operations of the System to be prepared, such annual report to cover the matters usually contained in annual reports for similar systems. Within 210 days after the close of such Fiscal Year, the Town Clerk shall mail reports of each such audit and copies of each such annual report to the Holder of the Note.
- 15. The Town acknowledges and agrees that: (1) the primary role of the Bank is to purchase the Note for its own account, in an arms' length commercial transaction between the Town and the Bank and the Bank has financial and other interests that differ from those of the Town; (2) the Bank is acting solely as principal and is not acting as municipal advisor, financial advisor or fiduciaries to the Town and has not assumed any advisory or fiduciary responsibility to the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (3) the only obligations the Bank has to the Town with respect to the transaction contemplated hereby expressly are set forth in this Resolution and the Note; and (4) the Town has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

<b>READ, APPROVED AND ADOPTED</b> this 11th day of March, 2024.		
Town Clerk	MAYOR	
(SEAL)		

### CERTIFICATE

I, ELIZABETH LEWIS, TOWN CLERK OF THE TOWN OF BEAUFORT, NORTH CAROLINA *DO HEREBY CERTIFY* that the foregoing is a true and accurate copy of the Resolution entitled "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$8,031,000 WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024A OF THE TOWN OF BEAUFORT, NORTH CAROLINA" which was adopted by the Board of Commissioners at its regular meeting held on the 11th day of March, 2024, to become effective on thereon.

ELIZABETH LEWIS
TOWN CLERK

## EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS OF COMMISSIONERS

A regular meeting of the Board of Commissioners (the "Board of Commissioners") of the Town

of Beaufort, North Carolina was held on March 11, 2024, in the Beaufort Train Depot, Beaufort, North Carolina,, Mayor Sharon Harker presiding and the following Commissioners present: Commissioners Absent: \* \* moved that the resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A \$8,031,000 WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024A OF THE TOWN OF BEAUFORT, NORTH CAROLINA", copies of which having been made available to the Board of Commissioners, be adopted. The motion was adopted by a vote of \_\_\_\_\_. **AYES:** NAYS: PASSED, ADOPTED AND APPROVED this 11th day of March, 2024. BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA BY: **ELIZABETH LEWIS** TOWN CLERK

### **EXHIBIT A**

(Form of Note)

NO. RA-1 \$8,031,000

# UNITED STATES OF AMERICA STATE OF NORTH CAROLINA TOWN OF BEAUFORT, NORTH CAROLINA WATER AND SEWER SYSTEM REVENUE BOND ANTICIPATION NOTE, SERIES 2024A

INTEREST RATE	MATURITY DATE	DATED DATE
4.24%	January 28, 2026	, 20

OWNER: PNC BANK, NATIONAL ASSOCIATION

PRINCIPAL SUM: EIGHT MILLION THIRTY-ONE THOUSAND DOLLARS

The *TOWN OF BEAUFORT, NORTH CAROLINA* (the "*Town*") acknowledges itself indebted and for value received hereby promises to pay to the Owner named above, on the Maturity Date specified above, the Principal Sum shown above and to pay to the Owner hereof interest thereon from the date of this Note on January 28, 2026, the date on which it shall mature, each payment at the Interest Rate per annum specified above calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and interest on this Note is payable in immediately available funds and is payable in U.S. dollars to the Owner of the Note. The principal amount of the Note may be prepaid in whole on any date within 30 days of the Maturity Date without penalty.

Upon the occurrence and during the continuation of an Event of Default, all amounts due shall accrue at the Default Rate, which equals the greatest of (i) the PNC Prime Rate plus 3.0%, (ii) the Overnight Bank Funding Rate plus 3.5%, and (iii) 9.0%.

If at any time there is a Determination of Taxability, the fixed rate of interest shall be increased to and be calculated at the rate which will provide to the Holder the effective yield which it would have received if there had not been a Determination of Taxability, such rate to be determined by the Holder (the "Alternative Rate of Interest"), and shall be payable from the Date of Taxability to such time as the Note is paid in full. In such event, the Town shall be required to pay to the Holder all amounts, if any, which may be necessary to reimburse the Holder for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State against the Holder by reason of the Holder's failure to include the interest on the Note in its gross income for income tax purposes. The Town shall pay to the Holder the above mentioned Alternative Rate of Interest notwithstanding any Transfer by the Holder or payment or prepayment by the Town prior to the date such Determination of Taxability was made.

The Town shall pay interest at the Alternative Rate of Interest, as applicable, to each affected Holder, notwithstanding the fact that any particular Holder may not necessarily be a Holder of this Note on the date of a Determination of Taxability. The Town shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such noteholder and

attributable to a Determination of Taxability, notwithstanding the prior repayment of this Note in full or any transfer to another noteholder.

Principal of and interest on this Note is payable in immediately available funds and is payable in U.S. dollars to the Holder of the Note. Upon ten days' written notice to the Holder of the Note, the principal amount of the Note may be prepaid in whole on any date within 30 days of the Maturity Date without penalty.

This Note is issued pursuant to and in accordance with Article 5 and Article 9 of Chapter 159 of the General Statutes of North Carolina, both as amended, a bond order (the "Bond Order") adopted by the Board of Commissioners of the Town on March 11, 2024 and effective thereon and a resolution adopted by the Board of Commissioners of the Town on March 11, 2024 (the "Series Resolution"). This Note is issued in anticipation of the receipt of the proceeds of the sale of a like amount of the Town's Water and Sewer System Revenue Bonds, and the proceeds hereof shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

The Note is a special obligation of the Town payable solely from the Net Revenues (as defined in the Bond Order) and from the proceeds of said Water and Sewer System Revenue Bonds of the Town. Neither the credit nor the taxing power of the Town is pledged for the payment of this Note and no holder of this Note has the right to compel exercise of the taxing power by the Town or the forfeiture of any of the Town's property in connection with any default hereon. Reference is hereby made to the Bond Order and the Series Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the Town, the rights of the holder of this Note and the terms upon which this Note is issued and secured.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Note, exist, have been performed and have happened, and that the amount of this Note, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes.

This Note is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission of North Carolina.

*IN WITNESS WHEREOF*, the Town has caused this Note to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk and an original or facsimile of the seal of the Town to be imprinted hereon.

(SEAL)	
TOWN CLERK	MAYOR
Date of Execution:, 2024	

The issue hereof has been approved under the

provisions of The Local Government Bond Act.

JENNIFER WIMMER

Deputy Secretary of the Local Government Commission

### FORM OF ASSIGNMENT

### ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

**NOTICE:** Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

**NOTICE:** The signature to this assignment must correspond with the name as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED



# 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 11, 2023

AGENDA CATEGORY: New Business

**SUBJECT:** Bond Order Resolutions

**USDA-Funded Utilities Improvements Project** 

# **BRIEF SUMMARY:**

The procedure for financing the project referred to as the "USDA-Funded Utilities Project" will necessitate the Town issuing Water and Sewer System Revenue Bond Anticipation Notes as well as a Stormwater System Revenue Bond Anticipation Note prior to construction of the project. These notes will be purchased by the financial institutions to provide funds for construction of the USDA-Funded Utilities project with those firms being listed in the Revenue Bond Note Resolutions also being considered during the March session. The United States Department of Agriculture (USDA) however, has committed to provided long term financing for the project. To that end, the Town will issue revenue bonds for purchase by USDA after substantial completion of the construction of each project. The proceeds from the sale of these bonds will be used to retire the water/sewer and the stormwater notes. The Town will then commence payments to USDA to retire the bonds based upon the previously agreed to 40-year term and 1.25 percent interest rate.

Prior to issuance of the revenue bond anticipation notes, it will be necessary for the Board of Commissioners to adopt two "bond order" resolutions. The one resolution set forth the Town's covenants and obligations regarding the water, sewer and stormwater systems water and sewer system while the other relates to the stormwater system; however, the terms contained in each are substantially the same. Any bonds or notes issued pursuant to a bond order are secured by the net revenues of the system. Bondholders buy these obligations based on their belief that the system will produce enough revenues such that the Town can pay to keep the system operating and make its debt service payments. The covenants and obligations of the Town contained in the bond orders will provide a basis for that belief. In short, the Town's promises relate to maintaining the system so that it's working as it should, to charging fees sufficient that the Town can make debt service payments, and to apply revenues received in a certain way.

### **REQUESTED ACTION:**

Consider adopting the two attached resolutions as written.

### **EXPECTED LENGTH OF PRESENTATION:**

10 minutes

### SUBMITTED BY:

Greg Meshaw, PE, Town Engineer

### **BUDGET AMENDMENT REQUIRED:**

No.

Extract of Minutes of a regular meeting of the Board of Commissioners the Town of Beaufort, North Carolina held at the Train Depot, 614 Broad Street, Beaufort, North Carolina, with Mayor Sharon Harker presiding and the following Commissioners present, on March 11, 2024.

Present:	
Absent:	
Ausent.	
to the Board of Co	moved that the following order, copies of which having been made available ommissioners, be adopted:
BONDS O CERTAIN BEAUFOI PROVIDII STORMW FUNDS; I REVENUI FORTH T	RDER AUTHORIZING THE ISSUANCE OF STORMWATER SYSTEM REVENUE F THE TOWN OF BEAUFORT, NORTH CAROLINA TO PROVIDE FUNDS TO MAKE IMPROVEMENTS TO THE STORMWATER SYSTEM OF THE TOWN OF RT, NORTH CAROLINA; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS; NG FOR THE COLLECTION OF SERVICE CHARGES FOR THE USE OF THE ATER SYSTEM; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS CERTAIN REVENUES OF THE STORMWATER SYSTEM; SETTING HE RIGHTS AND REMEDIES OF OWNERS; AND SETTING FORTH THE DETAILS AIN RELATED MATTERS.
	* * *
	on to adopt the aforementioned order was seconded by Commissioner
AYES:	
NAYS:	
PASSED,	ADOPTED AND APPROVED this 11th day of March, 2024.
	TOWN OF BEAUFORT, NORTH CAROLINA
	Des
	By: Town Clerk

STATE OF NORTH CAROLINA	)	
	)	SS
COUNTY OF CARTERET	)	

*I, ELIZABETH LEWIS*, Town Clerk of the Town of Beaufort, North Carolina, *HEREBY CERTIFY* that the foregoing is a true, correct and complete copy of an order adopted by a majority of the Board of Commissioners of the Town of Beaufort, North Carolina present and voting at a meeting duly called and held on March 11, 2024, in accordance with law, and that such order has not been repealed, revoked, rescinded or amended but is in full force and effect as of the date hereof.

WITNESS the following signature and seal of the Town, this 11th day of March, 2024

TOWN CLERK
TOWN OF BEAUFORT, NORTH CAROLINA

(SEAL)

BOND ORDER AUTHORIZING THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS OF THE TOWN OF BEAUFORT, NORTH CAROLINA TO PROVIDE FUNDS TO MAKE CERTAIN IMPROVEMENTS TO THE STORMWATER SYSTEM OF THE TOWN OF BEAUFORT, NORTH CAROLINA; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE COLLECTION OF SERVICE CHARGES FOR THE USE OF THE STORMWATER SYSTEM; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS CERTAIN REVENUES OF THE STORMWATER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF OWNERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS.

**WHEREAS**, The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the "Act"), authorizes the Town of Beaufort, North Carolina (the "Town") to issue, subject to the approval of the Local Government Commission of North Carolina, at one time or from time to time revenue bonds and revenue refunding bonds of the Town for the purposes as specified in the Act; and

**WHEREAS**, the Town desires to finance the cost of various improvements to the Town's stormwater system (the "*Project*");

**WHEREAS**, the Local Government Commission of North Carolina has approved the application of the Town for the issuance of revenue bonds in an aggregate amount not exceeding \$3,007,000]to finance the cost of the Project, and, in connection therewith, to issue its bond anticipation notes to be repaid with the proceeds of such bonds;

Now Therefore, be it Ordered by the Board of Commissioners of the Town of Beaufort, North Carolina:

## **ARTICLE I**

## GENERAL PROVISIONS AND DEFINITIONS

Section 1.01. *Contract with Holders*. In consideration of the purchase and acceptance of the Bonds by those who hold them from time to time, the provisions of this Bond Order constitute a contract between the Town and the Holders from time to time of the Bonds; and the covenants and agreements herein set forth to be performed by or on behalf of the Town are for the equal benefit, protection and security of the Holders of any and all of the Bonds so issued or to be issued, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise.

Section 1.02. *Definitions*. The following words and terms as used in this Bond Order have the following meanings, unless some other meaning is manifestly intended:

"Act" means The State and Local Government Revenue Bond Act, constituting Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

"Additional Bonds" means the Bonds referred to in and issued in accordance with Article III.

"Annual Budget" means any budget or amended budget of Operating Expenses adopted or in effect pursuant to Section 7.07.

- "Auditors" means the independent firm of certified public accountants that the Town employs to audit the Town's books and accounts at the end of each Fiscal Year.
- "Bond" or "Bonds" means any bond or bonds this Bond Order, or a supplement to this Bond Order, authorizes and includes the Initial Bonds and any Additional Bonds issued in accordance with this Bond Order, as well as any bond anticipation notes authorized and issued pursuant to Article II.
- "Bondholder" or "Holder" or any similar term, when used with reference to a Bond or Bonds means any person who is the registered owner of any outstanding Bond or Bonds.
- "Bond Order" means this bond order, together with all orders amendatory hereof and all orders supplemental hereto as herein permitted.
- "Bond Registrar" means the Finance Director or any successor registrar for the Bonds the Town appoints.
- "Clerk" means the Town Clerk of the Town or the officer succeeding to or exercising his or her principal functions and duties.
- "Commission" means the Local Government Commission of North Carolina (or its authorized representative).
  - "Commission Secretary" means the Secretary of the Commission or his or her designated assistant.
- "Consultants" means an independent engineer or engineering firm or consultants otherwise experienced in matters relating to stormwater system revenue systems that the Town employs at the time under the provisions of Sections 5.01 and 7.02 to perform the functions and duties this Bond Order imposes on the Consultants.
  - "Counsel" means an attorney or firm of attorneys the Town selects.
  - "Debt Service Fund" means the fund or account Section 5.02 so designates.
- "Debt Service Requirement" means, with respect to Bonds in any Fiscal Year, the sum of (a) the amount required to pay the interest on the Bonds then outstanding which is payable in such Fiscal Year and (b) the amount required to pay the principal of the Bonds then outstanding which is payable in such Fiscal Year, the computation of such amount to be based on the assumption that (1) the Bonds at the time outstanding will be retired according to their stated maturities or mandatory redemption requirements, (2) any bond anticipation notes issued pursuant to this Bond Order and maturing during such Fiscal Year will be refunded with Additional Bonds such that the principal amount of such bond anticipation notes is not due and payable by the Town in such Fiscal Year and (3) if the Bonds bear interest at a variable rate, the rate is the maximum rate established in the applicable Series Resolution. Computation of the Debt Service Requirement shall exclude any interest which is funded from proceeds of the Bonds.
  - "Debt Service Reserve Fund" means the account Section 5.02 so designates.
- "Debt Service Reserve Fund Requirement" means an amount equal to the maximum Debt Service Requirement for any Fiscal Year, calculated as if all outstanding Bonds were a part of the same series.

"Depositary" means any bank or trust company duly authorized under the laws of the United States of America or the State to engage in the banking business within the State and designated by the Town or the Town Manager, as a depositary of money under the provisions of this Bond Order.

"Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, and passwords and/or authentication keys.

*"Finance Director"* means the finance director of the Town or the person succeeding to or exercising his or her principal functions and duties and serving as the finance director of the Town.

"Fiscal Year" means the period of 12 months commencing on July 1 of any year and ending on June 30 of the following year, or any such other annual period permitted by State law.

"General Reserve Account" means the account of the Debt Service Reserve Fund created under Section 5.02 of this Bond Order

"Identifiable Bondholder" means any Holder who has filed with the Bond Registrar a request in writing setting forth such Holder's name and address and the particular reports, notices or other documents which the Holder desires to receive and which is to be mailed to the Holder under the provisions of this Bond Order or a Series Resolution.

"Initial Bonds" means the Bonds authorized under Section 2.01 of this Bond Order.

"Mayor" means the presiding officer of the Town or the officer succeeding to or exercising his principal functions and duties.

"Net Revenues" means the Revenues the Town receives during any period less the Operating Expenses for such Fiscal Year.

"Note Resolution" means each resolution of the Town adopted on March 11, 2024 authorizing the issuance of the Initial Bonds.

"Operating Expenses" means the Town's reasonable and necessary current expenses of maintaining, repairing and operating the System, according to GAAP except as adjusted herein, including, without limiting the generality of the foregoing, all administrative, general and commercial expenses, insurance and surety bond premiums, payments for the billing and collection of Service Charges, architectural and engineering expenses, fees and expenses of the Bond Registrar and any Trustee, legal expenses, any taxes which may be lawfully imposed on the Town or its income or operations or the property under its control, ordinary and current rentals of equipment or other property, usual expenses of maintenance and repair, and any other current expenses the Town is required to pay under this Bond Order or by law, all to the extent properly and directly attributable to the System, but not including any reserves for operation, maintenance or repair or any allowance for depreciation, amortization, interest or similar charges.

"*Project*" means Project as defined in the preamble to this Bond Order or any additions thereto as described in a Series Resolution.

"Qualified Investments" means any investments of political subdivisions of the State permitted under Section 159-30 of the General Statutes of North Carolina, as amended, or any successor provision.

"Revenue Fund" means the account Section 5.02 so designates.

"Revenues" means all income the Town receives from, in connection with, or as a result of, its ownership or operation of the System, according to GAAP except as adjusted herein, including all money received in payment of rates, fees and other charges for the use of and for the services the System furnishes and investment income, but excluding the proceeds of any borrowing for payment of the costs of, or grants or donations intended for, specific System Improvements.

"Series Resolution" means the resolution of the Town providing for the issuance of any Bonds and fixing the details thereof.

"Service Charges" means rates, fees and charges, including service, connection and other charges, for the use of, and for the services and facilities furnished or to be furnished by the System, as the Town prescribes or fixes.

"State" means the State of North Carolina.

"State Treasurer" means the Treasurer of the State of North Carolina or his designated assistant.

"Subordinate Obligations" means indebtedness the terms of which shall provide that it be subordinate and junior in right of payment to the prior payments in full of the Bonds. For purposes of this Bond Order, obligations or debt instruments issued to the State as part of the State Revolving Loan Program or State Clean Water Bond Program are deemed to be Subordinate Obligations. Any Subordinate Obligations shall include a provision prohibiting acceleration thereof while any Bonds are Outstanding hereunder.

"Surplus Fund" means the account Section 5.02 so designates.

"System" means the stormwater system of the Town, including the Project and any System Improvements.

"System Improvements" means any construction, reconstruction, improvement, enlargement, betterment or extension of the System, including all plants, works, instrumentalities and properties used or useful in collecting, transmitting and disposing of stormwater.

"Town" means the Town of Beaufort, North Carolina.

"Town Representative" means the Town Manager, Finance Director or any other person or persons designated to act on behalf of the Town by written certificate of the Town signed by the Mayor and furnished to the Bond Registrar and the Depositary containing the specimen signature of such person or persons.

"Trustee" means the Trustee with respect to the Bonds as identified in any Series Resolution.

"USDA" means United States of America, United States Department of Agriculture, Rural Development.

"USDA Reserve Account" means the account of the Debt Service Reserve Fund created under Section 5.02 of this Bond Order.

Words of the masculine gender include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words "bond", "owner", "Holder" and "person" includes corporations and associations, including public bodies, as well as natural persons. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number. References herein to particular articles or sections are references to articles or sections of this Bond Order unless some other reference is indicated.

# ARTICLE II AUTHORIZATION OF PROJECT AND INITIAL BONDS; TERMS, EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION OF BONDS

Section 2.01. *Authorization of Project and Initial Bonds*. The Town shall issue, in accordance with and pursuant to the Act and this Bond Order one or more stormwater system revenue bonds in an aggregate principal amount not exceeding \$3,007,000 (the "*Initial Bonds*") for the purpose of providing funds, together with other available funds, to finance the cost of the Project.

Section 2.02. *Character of Bonds*. The Bonds are special obligations of the Town payable solely from Net Revenues.

Section 2.03. *Terms of Bonds*. The Bonds are issuable as fully registered bonds. The Bonds are to be dated, bear interest until their payment, such interest to the maturity thereof being payable at such rate or rates and at such time or times, and are stated to mature (subject to the right of prior redemption) at such times as set forth in the Resolution providing for the issuance of the Bonds. Both principal of and interest on the Bonds are to be paid by check mailed or wire transfer sent to the Holder thereof except that interest payments are to be made to the person shown as owner on the registration books on the 15th day of the month preceding each interest payment date (whether or not such 15th day is a business day. Each Bond is payable with respect to principal, redemption premium if any, and interest, in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The Bonds are redeemable before their respective maturities as provided in Article IV and as additionally provided in the Series Resolution providing for the issuance of the Bonds.

Section 2.04. *Execution of Bonds*. Each Bond is to be executed in the name of the Town by manual or facsimile signatures of the Mayor or Town Manager and the Clerk and have impressed or printed thereon the official seal of the Town or a facsimile thereof; but, at least one manual signature must appear on each Bond (which may be the signature of the Commission Secretary's certificate). Any Bond may be signed, sealed or attested on behalf of the Town by any person who, at the date of such act, holds the proper office, notwithstanding that at the date of such Bond or the date of delivery thereof such person did not hold such office. If an officer who has signed or sealed any of the Bonds ceases to be such officer of the Town before the Bonds so signed or sealed have been delivered, such Bonds may nevertheless be delivered as herein provided as if the person who so signed or sealed such Bonds had not ceased to be such officer.

Section 2.05. *Registration and Transfer of Bonds*. The Town shall cause the Bond Registrar to keep books for the registration of and for the registration of transfers of the Bonds as provided in this Bond Order. The transfer of any Bond must be registered on the books kept for the registration of and registration of transfers of Bonds on surrender thereof to the Bond Registrar together with an assignment duly executed by the Holder or his attorney or legal representative in such form as is satisfactory to the Bond Registrar. On any such registration of transfer, the Town shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond of the same series registered in the name of the transferee in an aggregate principal amount equal to the unpaid principal amount of such Bond, having maturities corresponding to the principal installments of such Bond and bearing interest at the same rate. In no event

will the Bond Registrar transfer the Bonds to any person other than a bank, an insurance company or a similar financial institution unless the Commission has previously approved such transfer.

When the Bonds are transferred hereunder, the Town shall execute and the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Bond Order. The Town and the Bond Registrar may charge for every such transfer of Bonds sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such transfer. Neither the Town nor the Bond Registrar is required to make any such registration of transfer of Bonds during the 15 days immediately preceding an interest payment date on the Bonds or in the case of any proposed redemption of Bonds, immediately preceding the date of mailing of notice of such redemption, or after such Bond or any portion thereof has been selected for redemption.

Section 2.06. *Ownership of Bonds*. As to any Bond, the person in whose name the same is registered is deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on any such Bond will be made only to the Holder thereof or his legal representative. All such payments are valid and effectual to satisfy and discharge the liability on such Bond including the interest thereon to the extent of the sum or sums so paid.

Section 2.07. *Mutilated, Destroyed, Stolen or Lost Bonds*. If an outstanding Bond becomes mutilated, destroyed, stolen or lost, the Town may prepare and cause to be executed, authenticated and delivered a new Bond of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond and on surrender of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, on the owner furnishing to the satisfaction of the Bond Registrar, the Commission and the Town evidence that such Bond has been destroyed, stolen or lost, proof of the ownership thereof, a surety Bond or other indemnification instrument in twice the face amount of the Bond or in such other amount required by applicable law, payment of the cost of preparing and issuing any new Bonds, including the reasonable expenses and charges of the Town and the Bond Registrar in connection therewith and evidence of compliance with such other reasonable regulations as the Bond Registrar and Town may prescribe. All Bonds surrendered hereunder are to be surrendered to the Bond Registrar and cancelled. All Bonds issued in accordance with this Section are to be signed by the Mayor and the Clerk who are in office at the time and contain a recital to the effect that they are issued in exchange for or in place of certain Bonds and are to be deemed a part of the same series as such Bonds.

Section 2.08. *Authentication of Initial Bonds*. The Initial Bonds are to be executed substantially in the manner set forth above and are to be deposited with the Bond Registrar for authentication, if required by the Series Resolution, but before or simultaneously with the authentication by the Bond Registrar and delivery of the Initial Bonds by the State Treasurer there must be filed with the Bond Registrar the following:

- (a) a copy, certified by the Clerk to be a true and correct copy, of this Bond Order and the Series Resolution authorizing and prescribing the details of the Initial Bonds, including form, maturities and redemption provisions;
- (b) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Town directing the issuance of the Initial Bonds and the delivery thereof to or on the order of the purchasers therein named on payment of the purchase price set forth;
- (c) a certificate of the Commission showing the award of the Initial Bonds and specifying the interest rate or rates thereof; and

(d) an opinion of Counsel to the effect that the issuance of the Initial Bonds has been duly authorized, executed and delivered by the Town and such other matters as may be requested by the initial purchase of the Initial Bonds.

No Bond is valid or obligatory for any purpose unless authenticated by the Bond Registrar.

When the documents mentioned in clauses (a) to (d), inclusive, of this Section have been filed with the Bond Registrar and when the Initial Bonds have been executed and authenticated as this Bond Order require, the Bond Registrar shall authenticate and deliver the Initial Bonds to or on the order of the purchasers thereof, but only on payment to or upon the order of the State Treasurer of the purchase price of the Initial Bonds. The Bond Registrar is entitled to rely on the foregoing certificates with respect to the matters contained therein.

Section 2.09. *Approval of Issuance and Sale of Initial Bonds*. None of the Initial Bonds may be issued unless the Commission approves and sells them and until the Commission Secretary has endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 2.10. *Issuance of Revenue Bond Anticipation Notes*. The Town may issue, in anticipation of the receipt of the net proceeds of any Bonds, stormwater system revenue bond anticipation notes to provide funds to pay the cost of the Project or any System Improvements. The payment of the principal of, redemption premium, if any, and interest on such notes shall be secured by a pledge, charge and lien upon the proceeds of any Bonds, if and when issued, and by the pledge of the Net Revenues pursuant to Section 5.03. All covenants, obligations and agreements of the Town contained in this Bond Order shall be deemed to be covenants, obligations and agreements of the Town with the Holders of any notes hereafter issued.

# ARTICLE III ADDITIONAL BONDS

Section 3.01. *Refunding of Outstanding Bonds*. The Town may, to the extent the Act and this Section permits, issue, from time to time, Additional Bonds which are payable from the same funds as previously issued Bonds to refund all or any portion of the Initial Bonds or any Additional Bonds. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such refunding obligations will be on a parity with and be entitled to the same benefit and security of this Bond Order as other Bonds. The Bond Registrar may not authenticate and deliver any Additional Bonds for this purpose unless there has first been filed with the Bond Registrar the following:

- (a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof:
- (b) a certificate of the Commission showing the award of the Additional Bonds and specifying the interest rate or rates thereof;
- (c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Town directing the authentication of the Additional Bonds and the delivery thereof to or on the order of the purchasers therein named on payment of the purchase price therein set forth;
- (d) an opinion of Counsel to the effect that the issuance of the Additional Bonds has been duly authorized and that all conditions precedent to the delivery of the

Additional Bonds have been fulfilled and further stating that the Town is in compliance with all covenants and undertakings in connection with all outstanding Bonds; and

(e) such documents as the Bond Register, the Town or the Commission require to evidence that provision has been satisfactorily made for the redemption of the Bonds to be refunded and the extent to which the debt service on such Additional Bonds is less than the debt service on the Bonds to be refunded.

When the documents mentioned in clauses (a) to (e), inclusive, of this Section have been filed with the Bond Registrar and when the Additional Bonds have been executed and authenticated as this Bond Order requires, the Bond Registrar shall deliver said Additional Bonds to or on the order of the purchasers thereof, but only on payment to or at the direction of the State Treasurer of the purchase price of said Additional Bonds.

Section 3.02. *Financing of System Improvements*. The Town may, to the extent the Act and this Section permits, issue, from time to time, Additional Bonds which are payable from the same funds as previously issued Bonds for the purpose of financing System Improvements. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such obligations will be on a parity with and be entitled to the same benefit and security of this Bond Order as all other Bonds. The Bond Registrar may not authenticate and deliver any Additional Bonds for this purpose unless there has first been filed with the Bond Registrar, the following:

- (a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof and providing that the System Improvements to be financed with the proceeds thereof are thereby made a part of the System and that the Revenues of such System Improvements are thereby pledged to the Additional Bonds and as additional security for the outstanding Bonds;
- (b) a certificate of the Commission showing the award of said Additional Bonds and specifying the interest rate or rates thereof;
- (c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Town directing the authentication of said Additional Bonds and the delivery thereof to or on the order of the purchasers therein named on payment of the purchase price therein set forth;
- (d) an opinion of Counsel to the effect that the issuance of said Additional Bonds has been duly authorized and that all conditions precedent to the delivery of said Additional Bonds have been fulfilled and further stating that the Town is in compliance with all covenants and undertakings in connection with all outstanding Bonds;
- (e) a certificate, signed by the Town Representative stating that (i) all payments required by Section 5.05 into the Debt Service Fund and into the Debt Service Reserve Fund before the beginning of the month during which the Additional Bonds are issued have been made and (ii) to his or her knowledge, no Event of Default shall have occurred and be continuing under this Bond Order;
- (f) a certificate, signed by the Town Representative, stating that the Net Revenues for each of the two complete Fiscal Years next preceding the issuance of the proposed Additional Bonds were equal to at least 110% of the average annual requirements for principal and interest on all Bonds then outstanding and 100% of the amount necessary to pay annual debt service

obligations coming due in that Fiscal Year with respect to Subordinate Obligations and Town general obligation bonds and installment financing obligations used to finance System Improvements, if any; and

(g) a statement, signed by the Town Representative, to the effect that the estimated Net Revenues for the first two Fiscal Years following the Fiscal Year in which the Improvements being financed will be placed in service will be at least 110% of the average annual Debt Service Requirements on all outstanding Bonds, including the proposed Additional Bonds and 100% of the amount necessary to pay annual debt service obligations coming due in that Fiscal Year with respect to Subordinate Obligations and Town general obligation bonds and installment financing obligations used to finance System Improvements, if any.

When the documents mentioned in clauses (a) to (g), inclusive, of this Section have been filed with the Bond Registrar and when the Additional Bonds have been executed as this Bond Order requires, the Bond Registrar shall deliver said Additional Bonds to or on the order of the purchasers thereof, but only on payment to or at the direction of the State Treasurer of the purchase price of said Additional Bonds.

Section 3.03. *Approval by Local Government Commission*. Additional Bonds may not be issued unless the Commission approves and sells them and until the Commission Secretary has endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 3.04. *Waiver of Additional Bonds Limitations*. The limitations set forth above with respect to issuing Additional Bonds may be waived or modified by the written consent of Holders owning 60% or more of the outstanding Bonds and with the consent of the Commission.

# ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. *Terms and Conditions*. The Bonds, and the respective installments of principal corresponding thereto, are subject to redemption, both in whole and in part, at such times and prices, as the Series Resolution authorizing the issuance of such Bonds may provide.

Section 4.02. *Notice of Redemption and Prepayment*. When the Town elects to redeem Bonds, notice thereof, stating the redemption date and place of payment and identifying the Bonds by reference to their numbers and further stating that on such redemption date there will become due and payable on each Bond so to be redeemed the principal thereof and the redemption premium, if any, together with the interest accrued to the redemption date and that from and after such date interest thereon ceases to accrue, must be given as set forth in the applicable Series Resolution authorizing the issuance of such Bonds.

Section 4.03. *Payment of Redeemed Bonds*. Notice having been given in the manner provided, the Bonds so called for redemption are due and payable on the redemption date so designated at the redemption price set forth in said notice. On presentation and surrender of the Bonds so called for redemption at the place of payment specified in said notice, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Holder or his duly authorized attorney, such Bonds are to be paid at the aforementioned redemption price. If part but not all of an outstanding bond is selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the applicable redemption price and the Town shall execute and the Bond Registrar shall authenticate and deliver to or on the order of such Holder or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a registered Bond of the same series and maturity, bearing interest at the same rate and of any authorized denomination.

If, on the redemption date, money for payment of the redemption price of all the Bonds to be redeemed is available therefor at the place of payment specified in the notice of redemption, then from and after the redemption date, the Bonds or the installments of principal thereof so called for redemption cease to bear interest. All money held for the redemption of a particular Bond or for the prepayment of particular installments thereof is to be held in trust for the account of the Holders of the Bonds so to be redeemed or prepaid.

If said money is not so available on the redemption date, the Bonds will continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.04. *Cancellation of Redeemed Bonds*. All Bonds redeemed before maturity are to be cancelled forthwith.

# ARTICLE V REVENUES AND FUNDS

Section 5.01. *Rates and Charges*. The Town covenants and agrees that, subject to any applicable requirements of law or regulations, it will fix Service Charges and from time to time to revise such Service Charges in such manner that the Net Revenues for each Fiscal Year are not less than 110% of the Debt Service Requirement for such Fiscal Year and not less than 100% of the amount necessary to meet annual debt service obligations coming due in that Fiscal Year with respect to Subordinate Obligations and Town general obligation bonds and the any installment financing obligations of the Town used to finance System Improvements, if any.

The Town covenants that it will not reduce the Service Charges unless:

- (a) all deposits have been made to the credit of the Debt Service Fund or with respect to debt service which this Article requires to have been made before the time of such reduction;
- (b) the amount then on deposit to the credit of the Debt Service Reserve Fund is not less than the Debt Service Reserve Fund Requirement;
- (c) the total amount of the Revenues during the preceding Fiscal Year has been not less than the total of the following:
  - (1) the Operating Expenses during the current Fiscal Year as shown by the Annual Budget for such Fiscal Year, and
  - (2) 110% of the maximum Debt Service Requirement for any Fiscal Year thereafter; and
  - (3) 100% of the amount necessary to pay annual debt service obligations coming due in that Fiscal Year with respect to Subordinate Obligations and any Town general obligation bonds or installment financing obligations used to finance System Improvements.
- (d) the Revenues after any such reduction of Service Charges will, in the opinion of the Consultants, be not less in the then current Fiscal Year and in each subsequent Fiscal Year than the total of the amounts referred to in subdivision (c) of this Section.

Immediately upon the adoption of any revision of the Service Charges, the Town will cause certified copies thereof to be filed with the Consultants, if any, and the Commission and mailed, on request, to each Identifiable Bondholder.

The Town further covenants that if the Revenues in any Fiscal Year are less than the total amount set forth in the first paragraph of this Section, the Town will immediately request the Consultants to make their recommendations regarding revision of the schedule of Service Charges and improvements in the operation of or services rendered by the System, and copies of such request and of the recommendations of the Consultants must be filed with the Commission and mailed by the Clerk, on request, to each Identifiable Bondholder. Anything in this Bond Order to the contrary notwithstanding, if the Town substantially complies with all the recommendations of the Consultants respecting the schedule of Service Charges and improvements in the operation of or services rendered by the System, it will not constitute an event of default under Section 8.01(g) of this Bond Order if the Net Revenues are less than the amount set forth in the first paragraph of the Section, but sufficient to meet the Debt Service Requirement.

Section 5.02. *Creation of Funds and Accounts*. There are hereby designated or created and designated the following special funds and accounts: (a) Town of Beaufort, North Carolina Stormwater System Revenue Fund which is the account maintained for stormwater system funds within the Town's Stormwater Fund (hereinafter called the "*Revenue Fund*"); (b) Town of Beaufort, North Carolina Stormwater System Debt Service Fund which is the debt payment account maintained for stormwater debt within the Town's Stormwater Fund (hereinafter called the "*Debt Service Fund*"); (c) Town of Beaufort, North Carolina Stormwater System Debt Service Reserve Fund which is the account for this purpose in the Town's Stormwater Fund (hereinafter called the "*Debt Service Reserve Fund*"); and (d) Town of Beaufort, North Carolina Stormwater System Surplus Fund (hereinafter called the "*Surplus Fund*"). Within the Debt Service Reserve Fund, there is hereby designated a *USDA Reserve Account* and a *General Reserve Account*. The Town will hold the money in each Fund and Account in trust with a Depositary and apply such money as provided in this Article. Each Fund and Account shall be maintained as long as any of the Bonds are outstanding.

Section 5.03. *Pledge of Net Revenues*. The Town hereby pledges the Net Revenues to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Revenues, as the Town receives, are immediately subject to the lien of this pledge without any physical delivery thereof or further act and the lien of this pledge has priority over any or all other obligations and liabilities of the Town, including Subordinate Obligations, any general obligation bonds or installment financing obligations, or notes issued in anticipation thereof, heretofore or hereafter issued by the Town for the purpose of providing stormwater systems or facilities and the lien of this pledge is valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

Section 5.04. *Application of Revenues the Town Receives*. All Revenues collected by or on behalf of the Town are to be deposited by the Town as soon as practicable following the receipt thereof and held by the Depositary in the Revenue Fund. The Town shall pay from the money in the Revenue Fund, among other things, Operating Expenses in accordance with the Annual Budget as a first charge against the Revenue Fund. Thereafter amounts in the Revenue Fund shall be used to pay: Debt Service Requirements with respect to the Bonds in each Fiscal Year, and the purchase or redemption price of the Bonds in accordance with Section 5.05. The Town shall also deposit to the credit of a special account established with the Depositary an amount in each month equal to the deposits to the Debt Service Reserve Fund required pursuant to Section 5.05(b).

Section 5.05. *Withdrawals from the Revenue Fund*. The Town shall, on or before the 20<sup>th</sup> day of each month, after payment of Operating Expenses, withdraw from the Revenue Fund an amount equal to

the amount of all money held for the credit of said Fund on the last day of the preceding month and deposit such sum to the credit of the following Funds in the following order:

- (a) to the credit of the Debt Service Fund, such amount thereof (or the entire sum so withdrawn if less than the required amount) as may be required to make the total amount then to the credit of such Fund equal to the amount of interest then or to become within the next ensuing 12 months due and payable on the Bonds then outstanding and the amount of principal of the Bonds then or to become within the next ensuing 12 months due and payable;
- (b) with respect to the Initial Bonds, to the credit of the USDA Reserve Account of the Debt Service Reserve Fund, until the amount on deposit therein is equal to the Debt Service Reserve Fund Requirement, an amount equal to 1/120 of the Debt Service Reserve Requirement; and
- (c) with respect to any Additional Bonds unless otherwise specified in the applicable Series Resolution, to the credit of the General Reserve Account of the Debt Service Reserve Fund, until the amount on deposit therein is equal to the Debt Service Reserve Fund Requirement, an amount equal to 1/120 of the Debt Service Requirement; and
- (d) to the credit of the Surplus Fund the balance, if any, remaining after making the deposits under clauses (a) and (b) above;

Provided, however, that if the amount so deposited in any month to the credit of any Fund mentioned in Section 5.05 hereof is less than the required amount, the requirement therefor is nevertheless cumulative, and the amount of any deficiency in any month is to be added to the amount otherwise requited to be deposited to the credit of such Fund in each month thereafter until such time as such deficiency is extinguished.

Section 5.06. *Application of Money in Debt Service Fund*. All money in the Debt Service Fund shall be held in trust for the payment of the principal of and the interest on the Bonds, and no amount shall be withdrawn from or paid out of the Debt Service Fund except as provided herein. The Town shall, from time to time, withdraw from the Debt Service Fund and (1) remit by mail or wire transfer to the Holder of each Bond the amount required to pay interest on such Bond as such interest becomes due, and (2) set aside in trust an amount equal to the amount of, and for the sole and exclusive purpose of thereafter to pay the principal of all Bonds as such principal becomes due.

Section 5.07. *Application of Money in Debt Service Reserve Fund*. Money held for the credit of the USDA Reserve Account of the Debt Service Reserve Fund is to be used for the purpose of paying interest on the Initial Bonds and maturing principal of Initial Bonds whenever and to the extent that the money held for the credit of the Debt Service Fund is insufficient for such purpose and for any other expenses with the consent of USDA. Money held for the credit of the General Reserve Account of the Debt Service Reserve Fund is to be used for the purpose of paying interest on the Additional Bonds and maturing principal of the Additional Bonds whenever and to the extent that the money held for the credit of the Debt Service Fund is insufficient for such purpose. Any money so withdrawn from such Fund is to be restored from available money in the Revenue Fund, subject to the same conditions as are prescribed for deposits to the credit of such Fund under the provisions of Section 5.05. When the money held for the credit of the Debt Service Reserve Fund exceeds the requirement for such Fund under the provisions of clause (b) of Section 5.05, such excess may be transferred by the credit of the Surplus Fund.

Section 5.08. *Application of Surplus Fund*. If the amount available in the Revenue Fund is or has been insufficient to make required payments for Operating Expenses or for the Debt Service Fund or the Debt Service Reserve Fund, the Town shall withdraw from the Surplus Fund, to the extent the money therein is available, and pay into the Revenue Fund, such amount as is required to remedy such deficiency.

Money held for the credit of the Surplus Fund and not at the time required to be so withdrawn from the Surplus Fund may be withdrawn and applied by the Town, without accounting therefor to the Holders, for any lawful purpose, including, without limitation, to pay debt service on general obligation indebtedness of the Town or installment financing indebtedness of the Town, in either case relating to the System, and thereafter for any lawful purpose.

Service Fund and Debt Service Reserve Fund or has received from any other source and set aside for the purpose of paying any of the Bonds hereby secured, either at the maturity thereof or on call for redemption shall be held in trust for the respective Holders of such Bonds. Any money which is set aside and which remains unclaimed by the Holders of such Bonds for the period of three years after the date on which such Bonds have become payable will be treated as abandoned property pursuant to the provisions of Article 3 of Chapter 116B of the North Carolina General Statutes, and the Town shall report and remit this property to the State Treasurer according to the requirements of Article 1A of Chapter 116B of the North Carolina General Statutes. Thereafter, the Holders of such Bonds shall look only to the State Treasurer for payment and then only to the extent of the amounts so received without any interest thereon, and the Town will have no responsibility with respect to such money.

Section 5.10. *Cancellation*. All Bonds paid, redeemed or purchased either at or before maturity, will, at the direction of the Town, be delivered to the Bond Registrar or to the Town when such payment, redemption or purchase is made and such Bonds must then be cancelled. The Bond Registrar shall destroy all Bonds cancelled under this Bond Order. The Bond Registrar shall execute a certificate in duplicate describing the Bonds so destroyed, one executed certificate to be filed with the Town and the second to be retained by the Bond Registrar.

# ARTICLE VI SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01. *Security for Deposits*. All money deposited with the Town or any other Depositary the Town designates hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other Federal agency is to be continuously secured, for the benefit of the Town and the Holders of the Bonds, in such manner as may then be required or permitted by applicable State or Federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, including applicable regulations of the Commission.

Service Fund and the Surplus Fund must, as nearly as practicable, be continuously invested and reinvested in Qualified Investments which mature or which are subject to redemption by the holder thereof at the option of such holder not later than the respective dates when the money held for the credit of each such Fund or Account is required for the purposes intended. Money held for the credit of the Debt Service Reserve Fund must, as nearly as practicable, be continuously invested and reinvested in Qualified Investments which mature or which are subject to redemption by the holder thereof at the option of such holder not later than three years after the date of such investment. Obligations and certificates of deposit purchased as investments of money in any such Fund or Account are at all times to be part of such Fund or Account, and the interest accruing thereon and any profit realized therefrom is to be credited to such Fund or Account, and any loss resulting therefrom is to be charged to such Fund or Account. The Town shall

sell at the best price obtainable or present for redemption any obligations so purchased whenever it is necessary so to do in order to provide money to meet any payment or transfer from any such Fund or Account. Neither the Town nor the Town Representative is liable or responsible for any loss resulting from any such investment. For the purpose of determining the amount on deposit to the credit of any such Fund or Account, obligations in which money in such Fund or Account have been invested are to be valued at the lower of cost or market.

# ARTICLE VII PARTICULAR COVENANTS

Section 7.01. *Payment of Bonds and Observance of Covenants*. The Town shall promptly pay the principal of and the interest on every Bond issued under the provisions of this Bond Order at the places, on the dates and in the manner provided herein and in said Bonds and any premium required for the retirement of the Bonds by purchase or redemption, according to the true intent and meaning thereof. Except as in this Bond Order otherwise provided, the principal, interest and premiums are payable solely from Net Revenues, which are hereby pledged to the payment thereof in the manner and to the extent specified above, and nothing in the Bonds or in this Bond Order is to be construed as obligating the Town to pay the Bonds or the interest thereon except from Net Revenues or as pledging the faith and credit of the Town or as obligating the Town, directly or indirectly or contingently, to levy or to pledge any form of *ad valorem* tax whatever therefor. The Town covenants that it will faithfully do and perform and at all times fully observe all covenants, undertakings, stipulations and provisions contained herein or in the Bonds.

Section 7.02. *Construction of Project and System Improvements*. The Town shall diligently proceed to complete the Project and any System Improvements in accordance with plans and specifications which the Consultants have approved and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete such construction with all expedition practicable.

The Town shall require each person, firm or corporation with whom it may contract for labor or materials in connection with the construction of the Project or any System Improvements to furnish a performance bond as required by law to insure completion and performance of such contract, or, in lieu thereof, to deposit with the Depositary marketable securities having a market value equal to the amount of such contract and eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency of the United States, and to carry such workmen's compensation or employers' liability insurance as may be required by law and such builders, risk insurance, if any, as the Consultants may require. The Town further covenants and agrees that in the event of any default under any such contract and the failure of the surety to complete the contract, the proceeds of any such performance bond or securities will, on receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond or securities have been furnished.

Section 7.03. *Operation and Maintenance of System*. The Town shall at all times operate the System properly and in a sound and economical manner, and shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.04. *Rules, Regulations and Other Details*. The Town shall establish and enforce reasonable rules and regulations governing the operation, use and services of the System and that all compensations, salaries, fees and wages paid by the Town in connection with the maintenance, repair and

operation of the System shall be reasonable. The Town shall observe and perform or cause to be observed and performed all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or the Town.

#### The Town further covenants that:

- (a) it may require the owner, tenant or occupant of each lot or parcel of land within the Town who is obligated to pay rates, fees or charges for the services and facilities the System furnishes to make a reasonable deposit with the Town in advance to insure the payment of such rates, fees or charges and to be subject to application to the payment thereof if and when delinquent;
- (b) if any rates, fees or charges for the services and facilities the System furnishes are not be paid within 30 days after they become due and payable, the Town shall at the expiration of such 30-day period disconnect the premises from the System, and the Town may proceed to recover by appropriate legal action the amount of any such delinquent rates, fees or charges; and
- (c) it will not render, or cause to be rendered, any free services of any nature by the System nor will preferential rates be established for users of the same class.

Section 7.05. *Payment of Lawful Charges*. The Town shall, from Revenues, pay all taxes and assessments or other municipal or governmental charges lawfully levied or assessed on or in respect of the System or on any part and shall, from such Revenues, pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within 60 days after they accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien on the System or any part thereof or on such Revenues; but, nothing in this Section requires the Town to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 7.06. *Insurance and Reconstruction*. The Town shall obtain and maintain insurance, with reasonable terms, conditions, provisions and costs, which the Town Representative determines will afford adequate protection against such risks as are customarily insured against in connection with the operation of stormwater systems of type and size comparable to the System. All such insurance policies shall be carried in an insurance company or companies authorized and qualified under the laws of the State to assume the risks thereof.

The proceeds of all such insurance covering damage to or destruction of the System shall be deposited with the Town and be available for and, to the extent necessary, be applied to the repair, replacement or reconstruction of the damaged or destroyed property, and be paid out in the manner determined by the Town. If such proceeds are more than sufficient for such purpose, the balance remaining shall be deposited to the credit of the Surplus Fund. If such proceeds are insufficient for such purpose, the deficiency may be supplied out of any money in the Surplus Fund. The proceeds of all insurance covering loss of Revenues shall be deposited to the credit of the Revenue Fund.

Section 7.07. *Annual Budget of Operating Expenses*. The Town covenants that it shall develop an Annual Budget for each Fiscal Year consistent with the budget preparation schedule set forth in the State's applicable fiscal control statutes. If for any reason the Town has not adopted the Annual Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year will, until the adoption of the Annual Budget, be deemed to be in force.

The Town may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current Fiscal Year, but no such amended or supplemental budget is effective until it is approved in the manner hereinbefore prescribed for the Annual Budget.

The Town covenants that the Operating Expenses incurred in any Fiscal Year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount or incur any obligations for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the appropriate budget. Nothing in this Section limits the amount which the Town may expend for Operating Expenses in any Fiscal Year, but any amounts expended therefor in excess of the appropriate budget may be received by the Town from some source other than Revenues and the Town may not make any reimbursement therefor from such Revenues.

Section 7.08. *Records, Books and Audits*. The Town shall keep each of the funds of the System separate from all other funds of the Town and keep accurate records and accounts of all items of cost and of all expenditures relating to the System and of the Revenues collected and the application of such Revenues. Such records and accounts must at all times during normal business hours be open to the inspection of the Commission and the Holders of the Bonds.

The Town shall, promptly after the close of each Fiscal Year, cause an audit to be made of its books and accounts relating to the System by a firm of independent certified public accountants to be chosen by the Town and cause an annual report of operations of the System to be prepared, such annual report to cover the matters usually contained in annual reports for similar systems. Within a reasonable time thereafter, the Clerk shall mail reports of each such audit and copies of each such annual report to the Commission and each Identifiable Bondholder, and, on request, to the Consultants. Each such audit report must be in accordance with generally accepted accounting principles and set forth in respect of the preceding Fiscal Year, among other matters, the Revenues and Operating Expenses of the System, all deposits or transfers to the credit of and all withdrawals from each special fund created hereunder, the amounts on deposit at the end of such Fiscal Year to the credit of each such special fund including the details of any investment thereof, a balance sheet and also the findings of such certified public accountants whether the money the Town received under this Bond Order has been applied in accordance with this Bond Order, whether any obligations for Operating Expenses were incurred in excess of the amounts appropriated in the Annual Budget and whether the Town is in default in the performance of any of the covenants contained in Article V.

The District will file with the Commission within 180 days of the end of the fiscal year a certificate signed by the Finance Director stating (1) whether there existed at the end of such fiscal year any violation of any covenant or agreement of the District contained in this Bond Order, including any supplement or amendment and (2) whether at any time during the fiscal year any Event of Default, as defined herein, occurred or is occurring and, if so, the nature of such Event of Default.

The audit must include a calculation of compliance for the fiscal year with the rate covenant set forth in Section 5.01.

Section 7.09. *Encumbrance; Additions to the System*. The Town may create or permit to be created a lien on the System to secure the certain long-term debt obligations as long as the Town Representative certifies at the time of the creation of the lien that (i) loss of the property the lien secures will not materially adversely affect the Town's ability to meet its financial obligations under this Bond Order, including the Town's ability to meet any of the covenants and (ii) the current value of all parts of the System subject to a lien securing all long-term debt obligations, including property which may be added to the System as a result of the delivery of the long-term debt obligations, does not exceed 20% of the net book values of the capital assets of the System as shown on the audited financial statements of the Town

for the most recent Fiscal Year for which audited financial statements are available. The Town will not otherwise create or permit to be created any lien or charge on the System. The Town will pay or cause to be discharged or make provisions to satisfy and discharge, within 60 days after the same accrues, all claims and demands for labor, materials, supplies or other items which, if unpaid, might by law become a lien on the System or the Net Revenues on a parity with the lien of the Bonds, except for the liens this Section permits. The Town need not pay or cause to be discharged or make provision for any lien or charge as long as the validity thereof is being contested in good faith by appropriate legal proceedings.

The Town may add to the System another enterprise operation if (1) a Consultant certifies that the projected Revenues of the System as it will exist after the proposed addition for each of the two Fiscal Years subsequent to the year in which the addition is expected to be completed are projected to satisfy the requirements of Section 5.01, (2) an opinion of Bond Counsel to the effect that the addition will not adversely affect the federal income tax treatment of the Interest on the Bonds and (3) written consent from the Holders and the LGC to such addition.

Section 7.10. *Creation of Liens*. The Town shall not create or permit to be created any charge or lien on the Net Revenues ranking equally with or prior to the charge or lien on the Net Revenues of the Bonds issued and secured hereunder unless otherwise required by applicable law. The Town may issue Subordinated Obligations secured by a charge or lien on Net Revenues that is expressly subordinate to any Bonds issued hereunder.

Section 7.11. *Instruments of Further Assurance*. The Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all orders, resolutions, acts, conveyances, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting and confirming all rights, Revenues, Net Revenues, and other funds hereby pledged or intended so to be, or which the Town may hereafter become bound to pledge or as may be reasonable and required to carry out the purposes of this Bond Order and comply with the Act. The Town further covenants that it shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Revenues and all the rights of the Holders against all claims and demands of all persons whomsoever.

# ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.01. Events of Default. Each of the following events is an "event of default":

- (a) payment of the principal and premium, if any, of any of the Bonds is not made when it becomes due and payable, either at maturity or by proceedings for redemption or otherwise; or
- (b) payment of any installment of interest is not made when it becomes due; or
  - (c) the Town is rendered incapable of fulfilling its obligations hereunder; or
- (d) any substantial part of the System, necessary for its efficient operation, is destroyed or damaged and is not promptly repaired, replaced or reconstructed (whether such failure to promptly repair, replace or reconstruct is occasioned by the impracticability of such repair, replacement or reconstruction or the lack of funds therefor or any other reason); or

- (e) an order or decree is entered, with the consent or acquiescence of the Town, appointing a receiver or receivers of the System or of the Revenues, or if such order or decree, having been entered without the consent or acquiescence of the Town is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or
- (f) any proceeding is instituted, with the consent or acquiescence of the Town, for the purpose of effecting a composition between the Town and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable out of Revenues; or
- (g) the Town defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Order on the part of the Town to be performed, and such default continues for 30 days after written notice specifying such default and requiring it be remedied has been given to the Town by the Holders of not less than 20% in principal amount of the Bonds then outstanding.

Section 8.02. Bonds Declared Due and Payable. On the happening and continuance of any event of default specified in Section 8.01, the Holders of a majority in principal amount of the Bonds then outstanding may, by a notice in writing to the Town, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and on such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or in this Bond Order to the contrary notwithstanding; but, if at any time after the principal of the Bonds has been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Order, money becomes available to pay the principal of all matured Bonds and all arrears of interest, if any, on all the Bonds then outstanding (except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last interest payment date), and all other amounts then payable by the Town hereunder have been paid or a sum sufficient to pay the same has been deposited with a Depositary, and every other default in the observance or performance of any covenant, condition or agreement contained in the Bonds or in this Bond Order (other than a default in the payment of the principal of such Bonds then due only because of a declaration under this Section), has been remedied to the satisfaction of the Holders, then and in every such case the Holders may, and on the written request of the Holders of a majority in principal amount of the Bonds not then due by their terms and then outstanding shall, by written notice to the Town, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 8.03. *Additional Remedies*. On the happening and continuance of any event of default specified in Section 8.01, the Holders may protect and enforce their rights hereunder and under the laws of the State, including the Act, by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Holders deem most effectual to protect and enforce such rights.

Section 8.04. *No Remedy Exclusive*. No remedy herein conferred on or reserved to the Holders is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.05. *Waiver of Default*. No delay or omission of the Holders of the Bonds to exercise any right or power accruing on any default impairs any such right or power or is to be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy this Article provides to the Holders of the Bonds, respectively, may be exercised as often as deemed expedient.

The Holders of a majority of the Bonds may waive any default which has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under this Bond Order or before the completion of the enforcement of any other remedy under this Bond Order, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 8.06. *Notice of Default*. The Town shall mail to the Commission and to the Holder of each Bond then outstanding written notice of the occurrence of any event of default set forth in Section 8.01 within 30 days after the Town has notice that any such event of default has occurred.

### ARTICLE IX THE TRUSTEE

Section 9.01. *Designation of Trustee*. The Town may at any time, with the approval of the Commission, appoint a Trustee to administer the provisions of this Bond Order and may adopt such supplements to this Bond Order as are necessary or desirable to effectuate such appointment.

# ARTICLE X SUPPLEMENTAL ORDERS

Section 10.01. *Without Consent of Holders*. The Town may amend this Bond Order in any respect before the delivery of the Initial Bonds.

The Town may, at any time following delivery of the Initial Bonds, adopt such orders supplemental hereto as are consistent with the terms and provisions hereof (which supplemental orders shall thereafter form a part hereof) and are not materially adverse to bondholders:

- (a) to cure any ambiguity, formal defect, or omission or to correct any inconsistent provisions in this Bond Order or in any supplemental order, or
- (b) to grant to or confer on the Holders any additional rights, remedies, powers, or security that may lawfully be granted to or conferred on the Holders, or
- (c) to add to the conditions, limitations and restrictions on the issuance of Bonds under this Bond Order other conditions, limitations and restrictions thereafter to be observed, or
- (d) to add to the covenants and agreements of the Town in this Bond Order other covenants and agreements thereafter to be observed by the Town or to surrender any right or power herein reserved to or conferred on the Town.

At least 30 days before the adoption of any supplemental order for any of the purposes set forth in the immediately preceding paragraph of this Section, the Bond Registrar, at the Town's expense, shall cause a notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to the owner of each Bond at the address appearing on the registration books and to the Commission. Such notice shall

briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by all Holders.

Section 10.02. With Consent of Holders. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding may, following delivery of any Bonds, anything contained in this Bond Order to the contrary notwithstanding, consent to and approve the adoption, of such order or orders supplemental hereto as the Town deems necessary or desirable to modify, alter, amend, add to or rescind, any of the terms or provisions contained in this Bond Order or in any supplemental order; but, nothing herein permits, or may be construed as permitting, (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder without the consent of the Holder of such Bond, or (b) a reduction in the principal amount of any Bond or the redemption premium or the interest rate thereon without the consent of the Holder of such Bond, or (c) the creation of a lien on or a pledge of Revenues or Net Revenues other than the lien and pledge created by this Bond Order without the consent of the Holders of all Bonds outstanding, or (d) a preference or priority of any Bond over any other Bond without the consent of the Holders of all Bonds outstanding or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental order without the consent of the Holders of all Bonds outstanding and the consent of the Commission.

Section 10.03. *Obtaining Consent of Holders*. If the Town determines that it is necessary or desirable to adopt any supplemental order for any of the purposes of Section 10.02, the Bond Registrar, at the expense of the Town, shall cause notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to each Holder of Bonds at the addresses appearing on the registration books and to the Commission. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal corporate trust office of the Bond Registrar for inspection by all Holders. The Bond Registrar is not, however, liable to any Holder by reason of its failure to cause the notice this Section requires to be mailed and any such failure does not affect the validity of such supplemental order when consented to and approved as provided in this Section.

Whenever, within one year after the date of the first mailing of such notice, the Town delivers to the Bond Registrar an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental order described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice and the Commission has approved such amendment, then, but not otherwise, the Town may adopt such supplemental order in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder has consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the adoption of such supplemental order have consented to and approved the adoption thereof as herein provided, no Holder of any Bond has any right to object to the adoption of such supplemental order, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Town from adopting the same or from taking any action pursuant to the provisions thereof.

On the adoption of any supplemental order pursuant to this Section, this Bond Order is deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Order of the Town, the Bond Registrar and all Holders of Bonds then outstanding will thereafter be determined, exercised and enforced in all respects under the provisions of this Bond Order as so modified and amended.

Bonds owned or held by or for the account of the Town will not be deemed outstanding and will be excluded for the purpose of any consent or any calculation provided for in this Article.

Bonds delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Town and Bond Registrar as to such action. If the Town and Bond Registrar so determine, new Bonds modified to conform to any such action are to be prepared, authenticated and delivered to the Holder of any Bond then outstanding without cost to such Holder in exchange for and on surrender of such outstanding Bonds.

Section 10.04. *Unanimous Consent of Holders*. Notwithstanding anything contained in this Bond Order or any order supplemental hereto, the rights and obligations of the Town and of the Holders of the Bonds may be modified or amended in any respect on the Town's adoption of an order to that effect, approved by the Bond Registrar, and the filing with the Town of the written consent of Holders of all the Bonds. No notice to Holders is required.

# ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01. *Discharge of Bond Order*. If, when the Bonds secured hereby have become due and payable in accordance with their terms or have been duly called for redemption and the whole amount of the principal and the interest and premium, if any, so due and payable on all of the Bonds then outstanding is paid, then the right, title and interest of the Holders of the Bonds secured hereby in the Revenues and funds mentioned in this Bond Order ceases, terminates and becomes void, and the Town, in such case, may apply any and all balances remaining in any funds to any lawful purpose of the Town as the Town determines; otherwise this Bond Order continues and remains in full force and effect.

Section 11.02. *Payments When Funds are Insufficient*. Anything in this Bond Order to the contrary notwithstanding, if money is insufficient to pay the interest on or the principal of the Bonds as they become due and payable (either by their terms or by acceleration of maturities), all money in the Debt Service Fund and Debt Service Reserve Fund, together with any money then available or thereafter becoming available for such purpose, is to be applied as follows:

(a) Unless the principal of all the Bonds has become or has been declared due and payable, all such money is to be applied

first: to the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which has become due (other than Bonds called for redemption for the payment of which money is held pursuant to this Bond Order), in the order of their due dates, with interest on such Bonds from the respective dates on which they became due, and, if the amount available is not sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Bonds, to purchase and retire the Bonds and to the redeem the Bonds, all in accordance with the provisions of Article IV.

- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such money is to be applied to the payment of the principal and interest then due and unpaid on the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.
- (c) If the principal of all of the Bonds has been declared due and payable and if such declaration is thereafter rescinded and annulled, then the money then remaining in and thereafter accruing to the Debt Service Fund and the Debt Service Reserve Fund shall be applied in accordance with paragraph (a) of this Section.

Section 11.03. *Effect of Town's Undertakings*. All of the covenants, stipulations, obligations and agreements contained in this Bond Order are covenants, stipulations, obligations and agreements of the Town to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements are binding on the successor or successors thereof from time to time, and on any officer, board, commission, Town, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements is transferred by or in accordance with law.

The Town may enter into a contract with any public or private agency for the maintenance, operation and improvement of the System for such periods of time and under such terms and conditions which are consistent with this Bond Order as the Town determines to be in the best interests of the Town and of the Holders of Bonds issued pursuant to this Bond Order.

Section 11.04. *Notices*. Any notice, demand, direction, request or other instrument this Bond Order authorizes or requires to be given to or filed with the Town or the Bond Registrar is to be deemed to have been sufficiently given or filed for all purposes of this Bond Order if and when sent by Electronic Means, or by registered mail, return receipt requested to the Town, if addressed to Finance Department, P.O. Box 368, Beaufort, North Carolina 28551; to the Bond Registrar, if addressed to the address set forth in the applicable Series Resolution; and to the Commission, if addressed to the Commission Secretary, Local Government Commission, 3200 Atlantic Avenue, Raleigh, North Carolina 27604.

Section 11.05. *Execution of Instruments by Holders and Proof of Ownership of Bonds*. Any request, direction, consent or other instrument in writing this Bond Order requires or permits to be signed or executed by Holders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds is sufficient for any purpose of this Bond Order, and is conclusive in favor of the Bond Registrar with regard to any action taken by it under such instrument, if in accordance with the registration books.

Any request or consent of the Holder of any Bond binds every future Holder of the same Bond in respect of anything the Bond Registrar does in pursuance of such request or consent.

Section 11.06. *Parties Interested Herein*. Except as herein otherwise expressly provided, nothing in this Bond Order expressed or implied is intended or to be construed to confer on any person,

firm or corporation other than the Town, the Bond Registrar and the Holders of the Bonds issued under and secured by this Bond Order any right, remedy or claim, legal or equitable, under or by reason of this Bond Order or any provision hereof, this Bond Order and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders from time to time of the Bonds issued hereunder.

Section 11.07. *Limited Obligations on Bonds*. Nothing in the Bonds or in this Bond Order is to be construed as pledging either the faith and credit or the taxing power of the Town for their payment, or to create any debt against the Town except as payable from Net Revenues as provided in this Bond Order, or as conveying or mortgaging the System or any part thereof.

Section 11.08. No Recourse Against Members, Officers or Employees of Town or Local Government Commission of North Carolina. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Bond Order, or in any Bond or bond anticipation note hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the Town or the Local Government Commission of North Carolina, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee of the Town or the Local Government Commission of North Carolina, either directly or through the Town for the payment for or to, the Town or the Local Government Commission of North Carolina or any receiver of either of them, or for, or to, any owner or holder of Bonds or bond anticipation notes or otherwise, of any sum that may be due and unpaid upon any such Bond or bond anticipation note. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Town or the Local Government Commission of North Carolina or any receiver of either of them, or for, or to, any owner or holder of Bonds, bond anticipation notes or otherwise, of any sum that may remain due and unpaid upon the Bonds or bond anticipation notes hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Bond Order and the issuance of the Bonds.

Section 11.09. *Severability of Invalid Provisions*. If any one or more of the provisions of this Bond Order or of the Bonds issued hereunder are held to be illegal or invalid, such illegality or invalidity does not affect any other provision of this Bond Order or of the Bonds, but this Bond Order and the Bonds are to be construed and enforced as if such illegal or invalid provision had not been contained therein. If any covenant, stipulation, obligation or agreement contained in the Bonds or in this Bond Order is held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Town to the full extent permitted by law.

Section 11.10. *Issuance of Subordinate Obligations and Expenditures for System Improvements*. Nothing in this Bond Order express or implied is to be construed as preventing the Town from financing System Improvements by the issuance of obligations which are not secured under this Bond Order or from making expenditures for System Improvements from money received by the Town solely for such purpose. Such obligations of the Town described above and as described as such in records maintained by the Bond Registrar represent Subordinate Obligations of the System.

Section 11.11. *Applicable Law*. This Bond Order is adopted with the intent that the laws of the State govern its construction.

Section 11.12. *Headings*, *etc*. Any headings preceding the texts hereof and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Bond Order nor affect its meaning, construction or effect.

Section 11.13. *Officers of the Town*. The officers and agents of the Town are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Bond Order for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Bond Order.

Section 11.14. *Inconsistent Matters*. All orders and resolutions and parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed and declared to be inapplicable to the provisions of this Bond Order.

Section 11.15. *Effective Date*. This Bond Order is effective immediately on its adoption.

Extract of Minutes of a regular meeting of the Board of Commissioners the Town of Beaufort, North Carolina held at the Train Depot, 614 Broad Street, Beaufort, North Carolina, with Mayor Sharon Harker presiding and the following Commissioners present, on March 11, 2024.

Pi	resent:
A	bsent:
to the Boa	moved that the following order, copies of which having been made available ard of Commissioners, be adopted:
R TC R US C IN S	COND ORDER AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM EVENUE BONDS OF THE TOWN OF BEAUFORT, NORTH CAROLINA TO PROVIDE FUNDS O MAKE CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE COWN OF BEAUFORT, NORTH CAROLINA; PROVIDING FOR THE ISSUANCE OF EVENUE BONDS; PROVIDING FOR THE COLLECTION OF SERVICE CHARGES FOR THE SE OF THE WATER AND SEWER SYSTEM; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS CERTAIN REVENUES OF THE WATER AND SEWER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF OWNERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS.
	* * *
	The motion to adopt the aforementioned order was seconded by Commissionerdopted by the Board of Commissioners on the following vote:
A	YES:
N	IAYS:
P	PASSED, ADOPTED AND APPROVED this 11th day of March, 2024.
	TOWN OF BEAUFORT, NORTH CAROLINA
	BY:

STATE OF NORTH CAROLINA	)	
	)	SS
COUNTY OF CARTERET	)	

*I, ELIZABETH LEWIS*, Town Clerk of the Town of Beaufort, North Carolina, *HEREBY CERTIFY* that the foregoing is a true, correct and complete copy of an order adopted by a majority of the Board of Commissioners of the Town of Beaufort, North Carolina present and voting at a meeting duly called and held on March 11, 2024, in accordance with law, and that such order has not been repealed, revoked, rescinded or amended but is in full force and effect as of the date hereof.

WITNESS the following signature and seal of the Town, this 11th day of March, 2024

TOWN CLERK
TOWN OF BEAUFORT, NORTH CAROLINA

(SEAL)

BOND ORDER AUTHORIZING THE ISSUANCE OF WATER AND SEWER SYSTEM REVENUE BONDS OF THE TOWN OF BEAUFORT, NORTH CAROLINA TO PROVIDE FUNDS TO MAKE CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE TOWN OF BEAUFORT, NORTH CAROLINA; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE COLLECTION OF SERVICE CHARGES FOR THE USE OF THE WATER AND SEWER SYSTEM; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS CERTAIN REVENUES OF THE WATER AND SEWER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF OWNERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS.

**WHEREAS**, The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the "Act"), authorizes the Town of Beaufort, North Carolina (the "Town") to issue, subject to the approval of the Local Government Commission of North Carolina, at one time or from time to time revenue bonds and revenue refunding bonds of the Town for the purposes as specified in the Act; and

**WHEREAS**, the Town desires to finance the cost of various improvements to the Town's water and sanitary sewer system (the "*Project*");

**WHEREAS**, the Local Government Commission of North Carolina has approved the application of the Town for the issuance of revenue bonds in an aggregate amount not exceeding \$15,067,000 to finance the cost of the Project, and, in connection therewith, to issue its bond anticipation notes to be repaid with the proceeds of such bonds;

Now Therefore, be it Ordered by the Board of Commissioners of the Town of Beaufort, North Carolina:

#### **ARTICLE I**

#### GENERAL PROVISIONS AND DEFINITIONS

Section 1.01. *Contract with Holders*. In consideration of the purchase and acceptance of the Bonds by those who hold them from time to time, the provisions of this Bond Order constitute a contract between the Town and the Holders from time to time of the Bonds; and the covenants and agreements herein set forth to be performed by or on behalf of the Town are for the equal benefit, protection and security of the Holders of any and all of the Bonds so issued or to be issued, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise.

Section 1.02. *Definitions*. The following words and terms as used in this Bond Order have the following meanings, unless some other meaning is manifestly intended:

"Act" means The State and Local Government Revenue Bond Act, constituting Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

"Additional Bonds" means the Bonds referred to in and issued in accordance with Article III.

"Annual Budget" means any budget or amended budget of Operating Expenses adopted or in effect pursuant to Section 7.07.

- "Auditors" means the independent firm of certified public accountants that the Town employs to audit the Town's books and accounts at the end of each Fiscal Year.
- "Bond" or "Bonds" means any bond or bonds this Bond Order, or a supplement to this Bond Order, authorizes and includes the Initial Bonds and any Additional Bonds issued in accordance with this Bond Order, as well as any bond anticipation notes authorized and issued pursuant to Article II.
- "Bondholder" or "Holder" or any similar term, when used with reference to a Bond or Bonds means any person who is the registered owner of any outstanding Bond or Bonds.
- "Bond Order" means this bond order, together with all orders amendatory hereof and all orders supplemental hereto as herein permitted.
- "Bond Registrar" means the Finance Director or any successor registrar for the Bonds the Town appoints.
- "Clerk" means the Town Clerk of the Town or the officer succeeding to or exercising his or her principal functions and duties.
- "Commission" means the Local Government Commission of North Carolina (or its authorized representative).
  - "Commission Secretary" means the Secretary of the Commission or his or her designated assistant.
- "Consultants" means an independent engineer or engineering firm or consultants otherwise experienced in matters relating to water and sewer revenue systems that the Town employs at the time under the provisions of Sections 5.01 and 7.02 to perform the functions and duties this Bond Order imposes on the Consultants.
  - "Counsel" means an attorney or firm of attorneys the Town selects.
  - "Debt Service Fund" means the fund or account Section 5.02 so designates.
- "Debt Service Requirement" means, with respect to Bonds in any Fiscal Year, the sum of (a) the amount required to pay the interest on the Bonds then outstanding which is payable in such Fiscal Year and (b) the amount required to pay the principal of the Bonds then outstanding which is payable in such Fiscal Year, the computation of such amount to be based on the assumption that (1) the Bonds at the time outstanding will be retired according to their stated maturities or mandatory redemption requirements, (2) any bond anticipation notes issued pursuant to this Bond Order and maturing during such Fiscal Year will be refunded with Additional Bonds such that the principal amount of such bond anticipation notes is not due and payable by the Town in such Fiscal Year and (3) if the Bonds bear interest at a variable rate, the rate is the maximum rate established in the applicable Series Resolution. Computation of the Debt Service Requirement shall exclude any interest which is funded from proceeds of the Bonds.
  - "Debt Service Reserve Fund" means the account Section 5.02 so designates.
- "Debt Service Reserve Fund Requirement" means an amount equal to the maximum Debt Service Requirement for any Fiscal Year, calculated as if all outstanding Bonds were a part of the same series.

"Depositary" means any bank or trust company duly authorized under the laws of the United States of America or the State to engage in the banking business within the State and designated by the Town or the Town Manager, as a depositary of money under the provisions of this Bond Order.

"Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, and passwords and/or authentication keys.

*"Finance Director"* means the finance director of the Town or the person succeeding to or exercising his or her principal functions and duties and serving as the finance director of the Town.

"Fiscal Year" means the period of 12 months commencing on July 1 of any year and ending on June 30 of the following year, or any such other annual period permitted by State law.

"General Reserve Account" means the account of the Debt Service Reserve Fund created under Section 5.02 of this Bond Order

"Identifiable Bondholder" means any Holder who has filed with the Bond Registrar a request in writing setting forth such Holder's name and address and the particular reports, notices or other documents which the Holder desires to receive and which is to be mailed to the Holder under the provisions of this Bond Order or a Series Resolution.

"Initial Bonds" means the Bonds authorized under Section 2.01 of this Bond Order.

"Mayor" means the presiding officer of the Town or the officer succeeding to or exercising his principal functions and duties.

"Net Revenues" means the Revenues the Town receives during any period less the Operating Expenses for such Fiscal Year.

"Note Resolution" means each resolution of the Town adopted on March 11, 2024 authorizing the issuance of the Initial Bonds.

"Operating Expenses" means the Town's reasonable and necessary current expenses of maintaining, repairing and operating the System, according to GAAP except as adjusted herein, including, without limiting the generality of the foregoing, all administrative, general and commercial expenses, insurance and surety bond premiums, payments for the billing and collection of Service Charges, architectural and engineering expenses, fees and expenses of the Bond Registrar and any Trustee, legal expenses, any taxes which may be lawfully imposed on the Town or its income or operations or the property under its control, ordinary and current rentals of equipment or other property, usual expenses of maintenance and repair, and any other current expenses the Town is required to pay under this Bond Order or by law, all to the extent properly and directly attributable to the System, but not including any reserves for operation, maintenance or repair or any allowance for depreciation, amortization, interest or similar charges.

"*Project*" means Project as defined in the preamble to this Bond Order or any additions thereto as described in a Series Resolution.

"Qualified Investments" means any investments of political subdivisions of the State permitted under Section 159-30 of the General Statutes of North Carolina, as amended, or any successor provision.

"Revenue Fund" means the account Section 5.02 so designates.

"Revenues" means all income the Town receives from, in connection with, or as a result of, its ownership or operation of the System, according to GAAP except as adjusted herein, including all money received in payment of rates, fees and other charges for the use of and for the services the System furnishes and investment income, but excluding the proceeds of any borrowing for payment of the costs of, or grants or donations intended for, specific System Improvements.

"Series Resolution" means the resolution of the Town providing for the issuance of any Bonds and fixing the details thereof.

"Service Charges" means rates, fees and charges, including service, connection and other charges, for the use of, and for the services and facilities furnished or to be furnished by the System, as the Town prescribes or fixes.

"State" means the State of North Carolina.

"State Treasurer" means the Treasurer of the State of North Carolina or his designated assistant.

"Subordinate Obligations" means indebtedness the terms of which shall provide that it be subordinate and junior in right of payment to the prior payments in full of the Bonds. For purposes of this Bond Order, obligations or debt instruments issued to the State as part of the State Revolving Loan Program or State Clean Water Bond Program are deemed to be Subordinate Obligations. Any Subordinate Obligations shall include a provision prohibiting acceleration thereof while any Bonds are Outstanding hereunder.

"Surplus Fund" means the account Section 5.02 so designates.

"System" means the water and sewer systems of the Town, including the Project and any System Improvements.

"System Improvements" means any construction, reconstruction, improvement, enlargement, betterment or extension of the System, including all plants, works, instrumentalities and properties used or useful in treating, pumping and distributing water or wastewater.

"Town" means the Town of Beaufort, North Carolina.

"Town Representative" means the Town Manager, Finance Director or any other person or persons designated to act on behalf of the Town by written certificate of the Town signed by the Mayor and furnished to the Bond Registrar and the Depositary containing the specimen signature of such person or persons.

"Trustee" means the Trustee with respect to the Bonds as identified in any Series Resolution.

"USDA" means United States of America, United States Department of Agriculture, Rural Development.

"USDA Reserve Account" means the account of the Debt Service Reserve Fund created under Section 5.02 of this Bond Order.

Words of the masculine gender include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words "bond", "owner", "Holder" and "person" includes corporations and associations, including public bodies, as well as natural persons. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number. References herein to particular articles or sections are references to articles or sections of this Bond Order unless some other reference is indicated.

# ARTICLE II AUTHORIZATION OF PROJECT AND INITIAL BONDS; TERMS, EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION OF BONDS

Section 2.01. *Authorization of Project and Initial Bonds*. The Town shall issue, in accordance with and pursuant to the Act and this Bond Order one or more water and sewer system revenue bonds in an aggregate principal amount not exceeding \$15,067,000 (the "*Initial Bonds*") for the purpose of providing funds, together with other available funds, to finance the cost of the Project.

Section 2.02. *Character of Bonds*. The Bonds are special obligations of the Town payable solely from Net Revenues.

Section 2.03. *Terms of Bonds*. The Bonds are issuable as fully registered bonds. The Bonds are to be dated, bear interest until their payment, such interest to the maturity thereof being payable at such rate or rates and at such time or times, and are stated to mature (subject to the right of prior redemption) at such times as set forth in the Resolution providing for the issuance of the Bonds. Both principal of and interest on the Bonds are to be paid by check mailed or wire transfer sent to the Holder thereof except that interest payments are to be made to the person shown as owner on the registration books on the 15th day of the month preceding each interest payment date (whether or not such 15th day is a business day. Each Bond is payable with respect to principal, redemption premium if any, and interest, in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The Bonds are redeemable before their respective maturities as provided in Article IV and as additionally provided in the Series Resolution providing for the issuance of the Bonds.

Section 2.04. *Execution of Bonds*. Each Bond is to be executed in the name of the Town by manual or facsimile signatures of the Mayor or Town Manager and the Clerk and have impressed or printed thereon the official seal of the Town or a facsimile thereof; but, at least one manual signature must appear on each Bond (which may be the signature of the Commission Secretary's certificate). Any Bond may be signed, sealed or attested on behalf of the Town by any person who, at the date of such act, holds the proper office, notwithstanding that at the date of such Bond or the date of delivery thereof such person did not hold such office. If an officer who has signed or sealed any of the Bonds ceases to be such officer of the Town before the Bonds so signed or sealed have been delivered, such Bonds may nevertheless be delivered as herein provided as if the person who so signed or sealed such Bonds had not ceased to be such officer.

Section 2.05. *Registration and Transfer of Bonds*. The Town shall cause the Bond Registrar to keep books for the registration of and for the registration of transfers of the Bonds as provided in this Bond Order. The transfer of any Bond must be registered on the books kept for the registration of and registration of transfers of Bonds on surrender thereof to the Bond Registrar together with an assignment duly executed by the Holder or his attorney or legal representative in such form as is satisfactory to the Bond Registrar. On any such registration of transfer, the Town shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond of the same series registered in the name of the transferee in an aggregate principal amount equal to the unpaid principal amount of such Bond, having maturities corresponding to the principal installments of such Bond and bearing interest at the same rate. In no event

will the Bond Registrar transfer the Bonds to any person other than a bank, an insurance company or a similar financial institution unless the Commission has previously approved such transfer.

When the Bonds are transferred hereunder, the Town shall execute and the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Bond Order. The Town and the Bond Registrar may charge for every such transfer of Bonds sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such transfer. Neither the Town nor the Bond Registrar is required to make any such registration of transfer of Bonds during the 15 days immediately preceding an interest payment date on the Bonds or in the case of any proposed redemption of Bonds, immediately preceding the date of mailing of notice of such redemption, or after such Bond or any portion thereof has been selected for redemption.

Section 2.06. *Ownership of Bonds*. As to any Bond, the person in whose name the same is registered is deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on any such Bond will be made only to the Holder thereof or his legal representative. All such payments are valid and effectual to satisfy and discharge the liability on such Bond including the interest thereon to the extent of the sum or sums so paid.

Section 2.07. *Mutilated, Destroyed, Stolen or Lost Bonds*. If an outstanding Bond becomes mutilated, destroyed, stolen or lost, the Town may prepare and cause to be executed, authenticated and delivered a new Bond of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond and on surrender of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, on the owner furnishing to the satisfaction of the Bond Registrar, the Commission and the Town evidence that such Bond has been destroyed, stolen or lost, proof of the ownership thereof, a surety Bond or other indemnification instrument in twice the face amount of the Bond or in such other amount required by applicable law, payment of the cost of preparing and issuing any new Bonds, including the reasonable expenses and charges of the Town and the Bond Registrar in connection therewith and evidence of compliance with such other reasonable regulations as the Bond Registrar and Town may prescribe. All Bonds surrendered hereunder are to be surrendered to the Bond Registrar and cancelled. All Bonds issued in accordance with this Section are to be signed by the Mayor and the Clerk who are in office at the time and contain a recital to the effect that they are issued in exchange for or in place of certain Bonds and are to be deemed a part of the same series as such Bonds.

Section 2.08. *Authentication of Initial Bonds*. The Initial Bonds are to be executed substantially in the manner set forth above and are to be deposited with the Bond Registrar for authentication, if required by the Series Resolution, but before or simultaneously with the authentication by the Bond Registrar and delivery of the Initial Bonds by the State Treasurer there must be filed with the Bond Registrar the following:

- (a) a copy, certified by the Clerk to be a true and correct copy, of this Bond Order and the Series Resolution authorizing and prescribing the details of the Initial Bonds, including form, maturities and redemption provisions;
- (b) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Town directing the issuance of the Initial Bonds and the delivery thereof to or on the order of the purchasers therein named on payment of the purchase price therein set forth;
- (c) a certificate of the Commission showing the award of the Initial Bonds and specifying the interest rate or rates thereof; and

(d) an opinion of Counsel to the effect that the issuance of the Initial Bonds has been duly authorized executed and delivered by the Town and such other matters as may be requested by the initial purchaser of the Initial Bonds.

No Bond is valid or obligatory for any purpose unless authenticated by the Bond Registrar.

When the documents mentioned in clauses (a) to (d), inclusive, of this Section have been filed with the Bond Registrar and when the Initial Bonds have been executed and authenticated as this Bond Order require, the Bond Registrar shall authenticate and deliver the Initial Bonds to or on the order of the purchasers thereof, but only on payment to or upon the order of the State Treasurer of the purchase price of the Initial Bonds. The Bond Registrar is entitled to rely on the foregoing certificates with respect to the matters contained therein.

Section 2.09. *Approval of Issuance and Sale of Initial Bonds*. None of the Initial Bonds may be issued unless the Commission approves and sells them and until the Commission Secretary has endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 2.10. *Issuance of Revenue Bond Anticipation Notes*. The Town may issue, in anticipation of the receipt of the net proceeds of any Bonds, water and sewer system revenue bond anticipation notes to provide funds to pay the cost of the Project or any System Improvements. The payment of the principal of, redemption premium, if any, and interest on such notes shall be secured by a pledge, charge and lien upon the proceeds of any Bonds, if and when issued, and by the pledge of the Net Revenues pursuant to Section 5.03. All covenants, obligations and agreements of the Town contained in this Bond Order shall be deemed to be covenants, obligations and agreements of the Town with the Holders of any notes hereafter issued.

# ARTICLE III ADDITIONAL BONDS

Section 3.01. *Refunding of Outstanding Bonds*. The Town may, to the extent the Act and this Section permits, issue, from time to time, Additional Bonds which are payable from the same funds as previously issued Bonds to refund all or any portion of the Initial Bonds or any Additional Bonds. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such refunding obligations will be on a parity with and be entitled to the same benefit and security of this Bond Order as other Bonds. The Bond Registrar may not authenticate and deliver any Additional Bonds for this purpose unless there has first been filed with the Bond Registrar the following:

- (a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof:
- (b) a certificate of the Commission showing the award of the Additional Bonds and specifying the interest rate or rates thereof;
- (c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Town directing the authentication of the Additional Bonds and the delivery thereof to or on the order of the purchasers therein named on payment of the purchase price therein set forth;
- (d) an opinion of Counsel to the effect that the issuance of the Additional Bonds has been duly authorized and that all conditions precedent to the delivery of the

Additional Bonds have been fulfilled and further stating that the Town is in compliance with all covenants and undertakings in connection with all outstanding Bonds; and

(e) such documents as the Bond Register, the Town or the Commission require to evidence that provision has been satisfactorily made for the redemption of the Bonds to be refunded and the extent to which the debt service on such Additional Bonds is less than the debt service on the Bonds to be refunded.

When the documents mentioned in clauses (a) to (e), inclusive, of this Section have been filed with the Bond Registrar and when the Additional Bonds have been executed and authenticated as this Bond Order requires, the Bond Registrar shall deliver said Additional Bonds to or on the order of the purchasers thereof, but only on payment to or at the direction of the State Treasurer of the purchase price of said Additional Bonds.

Section 3.02. *Financing of System Improvements*. The Town may, to the extent the Act and this Section permits, issue, from time to time, Additional Bonds which are payable from the same funds as previously issued Bonds for the purpose of financing System Improvements. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such obligations will be on a parity with and be entitled to the same benefit and security of this Bond Order as all other Bonds. The Bond Registrar may not authenticate and deliver any Additional Bonds for this purpose unless there has first been filed with the Bond Registrar, the following:

- (a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof and providing that the System Improvements to be financed with the proceeds thereof are thereby made a part of the System and that the Revenues of such System Improvements are thereby pledged to the Additional Bonds and as additional security for the outstanding Bonds;
- (b) a certificate of the Commission showing the award of said Additional Bonds and specifying the interest rate or rates thereof;
- (c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Town directing the authentication of said Additional Bonds and the delivery thereof to or on the order of the purchasers therein named on payment of the purchase price therein set forth;
- (d) an opinion of Counsel to the effect that the issuance of said Additional Bonds has been duly authorized and that all conditions precedent to the delivery of said Additional Bonds have been fulfilled and further stating that the Town is in compliance with all covenants and undertakings in connection with all outstanding Bonds;
- (e) a certificate, signed by the Town Representative stating that (i) all payments required by Section 5.05 into the Debt Service Fund and into the Debt Service Reserve Fund before the beginning of the month during which the Additional Bonds are issued have been made and (ii) to his or her knowledge, no Event of Default shall have occurred and be continuing under this Bond Order;
- (f) a certificate, signed by the Town Representative, stating that the Net Revenues for each of the two complete Fiscal Years next preceding the date of issuance of the proposed Additional Bonds were equal to at least 110% of the average annual requirements for principal and interest on all Bonds then outstanding and 100% of the amount necessary to pay annual debt service

obligations coming due in that Fiscal Year with respect to Subordinate Obligations and Town general obligation bonds and installment financing obligations used to finance System Improvements, if any; and

(g) a statement, signed by the Town Representative, to the effect that the estimated Net Revenues for the first two Fiscal Years following the Fiscal Year in which the Improvements being financed will be placed in service will be at least 110% of the average annual Debt Service Requirements on all outstanding Bonds, including the proposed Additional Bonds and 100% of the amount necessary to pay annual debt service obligations coming due in that Fiscal Year with respect to Subordinate Obligations and Town general obligation bonds and installment financing obligations used to finance System Improvements, if any.

When the documents mentioned in clauses (a) to (g), inclusive, of this Section have been filed with the Bond Registrar and when the Additional Bonds have been executed as this Bond Order requires, the Bond Registrar shall deliver said Additional Bonds to or on the order of the purchasers thereof, but only on payment to or at the direction of the State Treasurer of the purchase price of said Additional Bonds.

Section 3.03. *Approval by Local Government Commission*. Additional Bonds may not be issued unless the Commission approves and sells them and until the Commission Secretary has endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 3.04. *Waiver of Additional Bonds Limitations*. The limitations set forth above with respect to issuing Additional Bonds may be waived or modified by the written consent of Holders owning 60% or more of the outstanding Bonds and with the consent of the Commission.

# ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. *Terms and Conditions*. The Bonds, and the respective installments of principal corresponding thereto, are subject to redemption, both in whole and in part, at such times and prices, as the Series Resolution authorizing the issuance of such Bonds may provide.

Section 4.02. *Notice of Redemption and Prepayment*. When the Town elects to redeem Bonds, notice thereof, stating the redemption date and place of payment and identifying the Bonds by reference to their numbers and further stating that on such redemption date there will become due and payable on each Bond so to be redeemed the principal thereof and the redemption premium, if any, together with the interest accrued to the redemption date and that from and after such date interest thereon ceases to accrue, must be given as set forth in the applicable Series Resolution authorizing the issuance of such Bonds.

Section 4.03. *Payment of Redeemed Bonds*. Notice having been given in the manner provided, the Bonds so called for redemption are due and payable on the redemption date so designated at the redemption price set forth in said notice. On presentation and surrender of the Bonds so called for redemption at the place of payment specified in said notice, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Holder or his duly authorized attorney, such Bonds are to be paid at the aforementioned redemption price. If part but not all of an outstanding bond is selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the applicable redemption price and the Town shall execute and the Bond Registrar shall authenticate and deliver to or on the order of such Holder or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so

surrendered, a registered Bond of the same series and maturity, bearing interest at the same rate and of any authorized denomination.

If, on the redemption date, money for payment of the redemption price of all the Bonds to be redeemed is available therefor at the place of payment specified in the notice of redemption, then from and after the redemption date, the Bonds or the installments of principal thereof so called for redemption cease to bear interest. All money held for the redemption of a particular Bond or for the prepayment of particular installments thereof is to be held in trust for the account of the Holders of the Bonds so to be redeemed or prepaid.

If said money is not so available on the redemption date, the Bonds will continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.04. *Cancellation of Redeemed Bonds*. All Bonds redeemed before maturity are to be cancelled forthwith.

## ARTICLE V REVENUES AND FUNDS

Section 5.01. *Rates and Charges*. The Town covenants and agrees that, subject to any applicable requirements of law or regulations, it will fix Service Charges and from time to time to revise such Service Charges in such manner that the Net Revenues for each Fiscal Year are not less than 110% of the Debt Service Requirement for such Fiscal Year and not less than 100% of the amount necessary to meet annual debt service obligations coming due in that Fiscal Year with respect to Subordinate Obligations and Town general obligation bonds and any installment financing obligations of the Town used to finance System Improvements, if any.

The Town covenants that it will not reduce the Service Charges unless:

- (a) all deposits have been made to the credit of the Debt Service Fund or with respect to debt service which this Article requires to have been made before the time of such reduction;
- (b) the amount then on deposit to the credit of the Debt Service Reserve Fund is not less than the Debt Service Reserve Fund Requirement;
- (c) the total amount of the Revenues during the preceding Fiscal Year has been not less than the total of the following:
  - (1) the Operating Expenses during the current Fiscal Year as shown by the Annual Budget for such Fiscal Year, and
  - (2) 110% of the maximum Debt Service Requirement for any Fiscal Year thereafter; and
  - (3) 100% of the amount necessary to pay annual debt service obligations coming due in that Fiscal Year with respect to Subordinate Obligations and any Town general obligation bonds or installment financing obligations used to finance System Improvements.

(d) the Revenues after any such reduction of Service Charges will, in the opinion of the Consultants, be not less in the then current Fiscal Year and in each subsequent Fiscal Year than the total of the amounts referred to in subdivision (c) of this Section.

Immediately upon the adoption of any revision of the Service Charges, the Town will cause certified copies thereof to be filed with the Consultants, if any, and the Commission and mailed, on request, to each Identifiable Bondholder.

The Town further covenants that if the Revenues in any Fiscal Year are less than the total amount set forth in the first paragraph of this Section, the Town will immediately request the Consultants to make their recommendations regarding revision of the schedule of Service Charges and improvements in the operation of or services rendered by the System, and copies of such request and of the recommendations of the Consultants must be filed with the Commission and mailed by the Clerk, on request, to each Identifiable Bondholder. Anything in this Bond Order to the contrary notwithstanding, if the Town substantially complies with all the recommendations of the Consultants respecting the schedule of Service Charges and improvements in the operation of or services rendered by the System, it will not constitute an event of default under Section 8.01(g) of this Bond Order if the Net Revenues are less than the amount set forth in the first paragraph of the Section, but sufficient to meet the Debt Service Requirement.

Section 5.02. *Creation of Funds and Accounts*. There are hereby designated or created and designated the following special funds and accounts: (a) Town of Beaufort, North Carolina Water and Sewer System Revenue Fund which is the account maintained for water and sewer funds within the Town's existing enterprise fund designated the Water and Sewer Fund (hereinafter called the "*Revenue Fund*"); (b) Town of Beaufort, North Carolina Water and Sewer System Debt Service Fund which is the debt payment account maintained for water and sewer debt within the Town's Water and Sewer Fund (hereinafter called the "*Debt Service Fund*"); (c) Town of Beaufort, North Carolina Water and Sewer System Debt Service Reserve Fund which is the account for this purpose in the Town's Water and Sewer Fund (hereinafter called the "*Debt Service Reserve Fund*"); and (d) Town of Beaufort, North Carolina Water and Sewer System Surplus Fund (hereinafter called the "*Surplus Fund*"). Within the Debt Service Reserve Fund, there is hereby designated a *USDA Reserve Account* and a *General Reserve Account*. The Town will hold the money in each Fund and Account in trust with a Depositary and apply such money as provided in this Article. Each Fund and Account shall be maintained as long as any of the Bonds are outstanding.

Section 5.03. *Pledge of Net Revenues*. The Town hereby pledges the Net Revenues to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Revenues, as the Town receives, are immediately subject to the lien of this pledge without any physical delivery thereof or further act and the lien of this pledge has priority over any or all other obligations and liabilities of the Town, including Subordinate Obligations, any general obligation bonds or installment financing obligations, or notes issued in anticipation thereof, heretofore or hereafter issued by the Town for the purpose of providing water and sewer systems or facilities and the lien of this pledge is valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof.

Section 5.04. *Application of Revenues the Town Receives*. All Revenues collected by or on behalf of the Town are to be deposited by the Town as soon as practicable following the receipt thereof and held by the Depositary in the Revenue Fund. The Town shall pay from the money in the Revenue Fund, among other things, Operating Expenses in accordance with the Annual Budget as a first charge against the Revenue Fund. Thereafter amounts in the Revenue Fund shall be used to pay: Debt Service Requirements with respect to the Bonds in each Fiscal Year, and the purchase or redemption price of the Bonds in accordance with Section 5.05. The Town shall also deposit to the credit of a special account established

with the Depositary an amount in each month equal to the deposits to the Debt Service Reserve Fund required pursuant to Section 5.05(b).

Section 5.05. *Withdrawals from the Revenue Fund*. The Town shall, on or before the 20<sup>th</sup> day of each month, after payment of Operating Expenses, withdraw from the Revenue Fund an amount equal to the amount of all money held for the credit of said Fund on the last day of the preceding month and deposit such sum to the credit of the following Funds in the following order:

- (a) to the credit of the Debt Service Fund, such amount thereof (or the entire sum so withdrawn if less than the required amount) as may be required to make the total amount then to the credit of such Fund equal to the amount of interest then or to become within the next ensuing 12 months due and payable on the Bonds then outstanding and the amount of principal of the Bonds then or to become within the next ensuing 12 months due and payable;
- (b) with respect to the Initial Bonds, to the credit of the USDA Reserve Account of the Debt Service Reserve Fund, until the amount on deposit therein is equal to the Debt Service Reserve Fund Requirement, an amount equal to 1/120 of the Debt Service Reserve Requirement; and
- (c) with respect to any Additional Bonds unless otherwise specified in the applicable Series Resolution, to the credit of the General Reserve Account of the Debt Service Reserve Fund, until the amount on deposit therein is equal to the Debt Service Reserve Fund Requirement, an amount equal to 1/120 of the Debt Service Reserve Requirement; and
- (d) to the credit of the Surplus Fund the balance, if any, remaining after making the deposits under clauses (a) and (b) above;

Provided, however, that if the amount so deposited in any month to the credit of any Fund mentioned in Section 5.05 hereof is less than the required amount, the requirement therefor is nevertheless cumulative, and the amount of any deficiency in any month is to be added to the amount otherwise requited to be deposited to the credit of such Fund in each month thereafter until such time as such deficiency is extinguished.

Section 5.06. *Application of Money in Debt Service Fund*. All money in the Debt Service Fund shall be held in trust for the payment of the principal of and the interest on the Bonds, and no amount shall be withdrawn from or paid out of the Debt Service Fund except as provided herein. The Town shall, from time to time, withdraw from the Debt Service Fund and (1) remit by mail or wire transfer to the Holder of each Bond the amount required to pay interest on such Bond as such interest becomes due, and (2) set aside in trust an amount equal to the amount of, and for the sole and exclusive purpose of thereafter to pay the principal of all Bonds as such principal becomes due.

Section 5.07. *Application of Money in Debt Service Reserve Fund*. Money held for the credit of the USDA Reserve Account of the Debt Service Reserve Fund is to be used for the purpose of paying interest on the Initial Bonds and maturing principal of Initial Bonds whenever and to the extent that the money held for the credit of the Debt Service Fund is insufficient for such purpose and for any other expenses with the consent of USDA. Money held for the credit of the General Reserve Account of the Debt Service Reserve Fund is to be used for the purpose of paying interest on the Additional Bonds and maturing principal of the Additional Bonds whenever and to the extent that the money held for the credit of the Debt Service Fund is insufficient for such purpose. Any money so withdrawn from such Fund is to be restored

from available money in the Revenue Fund, subject to the same conditions as are prescribed for deposits to the credit of such Fund under the provisions of Section 5.05. When the money held for the credit of the Debt Service Reserve Fund exceeds the requirement for such Fund under the provisions of clause (b) of Section 5.05, such excess may be transferred by the credit of the Surplus Fund.

Section 5.08. *Application of Surplus Fund*. If the amount available in the Revenue Fund is or has been insufficient to make required payments for Operating Expenses or for the Debt Service Fund or the Debt Service Reserve Fund, the Town shall withdraw from the Surplus Fund, to the extent the money therein is available, and pay into the Revenue Fund, such amount as is required to remedy such deficiency.

Money held for the credit of the Surplus Fund and not at the time required to be so withdrawn from the Surplus Fund may be withdrawn and applied by the Town, without accounting therefor to the Holders, for any lawful purpose, including, without limitation, to pay debt service on general obligation indebtedness of the Town or installment financing indebtedness of the Town, in either case relating to the System, and thereafter for any lawful purpose.

Service Fund and Debt Service Reserve Fund or has received from any other source and set aside for the purpose of paying any of the Bonds hereby secured, either at the maturity thereof or on call for redemption shall be held in trust for the respective Holders of such Bonds. Any money which is set aside and which remains unclaimed by the Holders of such Bonds for the period of three years after the date on which such Bonds have become payable will be treated as abandoned property pursuant to the provisions of Article 3 of Chapter 116B of the North Carolina General Statutes, and the Town shall report and remit this property to the State Treasurer according to the requirements of Article 1A of Chapter 116B of the North Carolina General Statutes. Thereafter, the Holders of such Bonds shall look only to the State Treasurer for payment and then only to the extent of the amounts so received without any interest thereon, and the Town will have no responsibility with respect to such money.

Section 5.10. *Cancellation*. All Bonds paid, redeemed or purchased either at or before maturity, will, at the direction of the Town, be delivered to the Bond Registrar or to the Town when such payment, redemption or purchase is made and such Bonds must then be cancelled. The Bond Registrar shall destroy all Bonds cancelled under this Bond Order. The Bond Registrar shall execute a certificate in duplicate describing the Bonds so destroyed, one executed certificate to be filed with the Town and the second to be retained by the Bond Registrar.

# ARTICLE VI SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01. *Security for Deposits*. All money deposited with the Town or any other Depositary the Town designates hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other Federal agency is to be continuously secured, for the benefit of the Town and the Holders of the Bonds, in such manner as may then be required or permitted by applicable State or Federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, including applicable regulations of the Commission.

Section 6.02. *Investment of Funds*. Money held for the credit of the Revenue Fund, the Debt Service Fund and the Surplus Fund must, as nearly as practicable, be continuously invested and reinvested in Qualified Investments which mature or which are subject to redemption by the holder thereof at the option of such holder not later than the respective dates when the money held for the credit of each such Fund or Account is required for the purposes intended. Money held for the credit of the Debt Service Reserve Fund must, as nearly as practicable, be continuously invested and reinvested in Qualified

Investments which mature or which are subject to redemption by the holder thereof at the option of such holder not later than three years after the date of such investment. Obligations and certificates of deposit purchased as investments of money in any such Fund or Account are at all times to be part of such Fund or Account, and the interest accruing thereon and any profit realized therefrom is to be credited to such Fund or Account, and any loss resulting therefrom is to be charged to such Fund or Account. The Town shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it is necessary so to do in order to provide money to meet any payment or transfer from any such Fund or Account. Neither the Town nor the Town Representative is liable or responsible for any loss resulting from any such investment. For the purpose of determining the amount on deposit to the credit of any such Fund or Account, obligations in which money in such Fund or Account have been invested are to be valued at the lower of cost or market.

# ARTICLE VII PARTICULAR COVENANTS

Section 7.01. *Payment of Bonds and Observance of Covenants*. The Town shall promptly pay the principal of and the interest on every Bond issued under the provisions of this Bond Order at the places, on the dates and in the manner provided herein and in said Bonds and any premium required for the retirement of the Bonds by purchase or redemption, according to the true intent and meaning thereof. Except as in this Bond Order otherwise provided, the principal, interest and premiums are payable solely from Net Revenues, which are hereby pledged to the payment thereof in the manner and to the extent specified above, and nothing in the Bonds or in this Bond Order is to be construed as obligating the Town to pay the Bonds or the interest thereon except from Net Revenues or as pledging the faith and credit of the Town or as obligating the Town, directly or indirectly or contingently, to levy or to pledge any form of *ad valorem* tax whatever therefor. The Town covenants that it will faithfully do and perform and at all times fully observe all covenants, undertakings, stipulations and provisions contained herein or in the Bonds.

Section 7.02. *Construction of Project and System Improvements*. The Town shall diligently proceed to complete the Project and any System Improvements in accordance with plans and specifications which the Consultants have approved and in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete such construction with all expedition practicable.

The Town shall require each person, firm or corporation with whom it may contract for labor or materials in connection with the construction of the Project or any System Improvements to furnish a performance bond as required by law to insure completion and performance of such contract, or, in lieu thereof, to deposit with the Depositary marketable securities having a market value equal to the amount of such contract and eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency of the United States, and to carry such workmen's compensation or employers' liability insurance as may be required by law and such builders, risk insurance, if any, as the Consultants may require. The Town further covenants and agrees that in the event of any default under any such contract and the failure of the surety to complete the contract, the proceeds of any such performance bond or securities will, on receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond or securities have been furnished.

Section 7.03. *Operation and Maintenance of System*. The Town shall at all times operate the System properly and in a sound and economical manner, and shall maintain, preserve and keep the same properly or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause

to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.04. *Rules, Regulations and Other Details*. The Town shall establish and enforce reasonable rules and regulations governing the operation, use and services of the System and that all compensations, salaries, fees and wages paid by the Town in connection with the maintenance, repair and operation of the System shall be reasonable. The Town shall observe and perform or cause to be observed and performed all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or the Town.

#### The Town further covenants that:

- (a) it may require the owner, tenant or occupant of each lot or parcel of land within the Town who is obligated to pay rates, fees or charges for the services and facilities the System furnishes to make a reasonable deposit with the Town in advance to insure the payment of such rates, fees or charges and to be subject to application to the payment thereof if and when delinquent;
- (b) if any rates, fees or charges for the services and facilities the System furnishes are not be paid within 30 days after they become due and payable, the Town shall at the expiration of such 30-day period disconnect the premises from the System, and the Town may proceed to recover by appropriate legal action the amount of any such delinquent rates, fees or charges;
- (c) it will not render, or cause to be rendered, any free services of any nature by the System nor will preferential rates be established for users of the same class; and
- (d) to the extent legally allowed, it will not consent to the furnishing of, or permit any person whatsoever to furnish, water services within the Town except in those which on the date of adoption of the Bond Order operate their own water and sewer systems or in areas wherein the System is unable economically to serve the occupants and properties.

Section 7.05. *Payment of Lawful Charges*. The Town shall, from Revenues, pay all taxes and assessments or other municipal or governmental charges lawfully levied or assessed on or in respect of the System or on any part and shall, from such Revenues, pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within 60 days after they accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien on the System or any part thereof or on such Revenues; but, nothing in this Section requires the Town to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 7.06. *Insurance and Reconstruction*. The Town shall obtain and maintain insurance, with reasonable terms, conditions, provisions and costs, which the Town Representative determines will afford adequate protection against such risks as are customarily insured against in connection with the operation of water and sewer systems of type and size comparable to the System. All such insurance policies shall be carried in an insurance company or companies authorized and qualified under the laws of the State to assume the risks thereof.

The proceeds of all such insurance covering damage to or destruction of the System shall be deposited with the Town and be available for and, to the extent necessary, be applied to the repair, replacement or reconstruction of the damaged or destroyed property, and be paid out in the manner determined by the Town. If such proceeds are more than sufficient for such purpose, the balance remaining shall be deposited to the credit of the Surplus Fund. If such proceeds are insufficient for such purpose, the deficiency may be supplied out of any money in the Surplus Fund. The proceeds of all insurance covering loss of Revenues shall be deposited to the credit of the Revenue Fund.

Section 7.07. *Annual Budget of Operating Expenses*. The Town covenants that it shall develop an Annual Budget for each Fiscal Year consistent with the budget preparation schedule set forth in the State's applicable fiscal control statutes. If for any reason the Town has not adopted the Annual Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year will, until the adoption of the Annual Budget, be deemed to be in force.

The Town may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current Fiscal Year, but no such amended or supplemental budget is effective until it is approved in the manner hereinbefore prescribed for the Annual Budget.

The Town covenants that the Operating Expenses incurred in any Fiscal Year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount or incur any obligations for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the appropriate budget. Nothing in this Section limits the amount which the Town may expend for Operating Expenses in any Fiscal Year, but any amounts expended therefor in excess of the appropriate budget may be received by the Town from some source other than Revenues and the Town may not make any reimbursement therefor from such Revenues.

Section 7.08. *Records, Books and Audits*. The Town shall keep each of the funds of the System separate from all other funds of the Town and keep accurate records and accounts of all items of cost and of all expenditures relating to the System and of the Revenues collected and the application of such Revenues. Such records and accounts must at all times during normal business hours be open to the inspection of the Commission and the Holders of the Bonds.

The Town shall, promptly after the close of each Fiscal Year, cause an audit to be made of its books and accounts relating to the System by a firm of independent certified public accountants to be chosen by the Town and cause an annual report of operations of the System to be prepared, such annual report to cover the matters usually contained in annual reports for similar systems. Within a reasonable time thereafter, the Clerk shall mail reports of each such audit and copies of each such annual report to the Commission and each Identifiable Bondholder, and, on request, to the Consultants. Each such audit report must be in accordance with generally accepted accounting principles and set forth in respect of the preceding Fiscal Year, among other matters, the Revenues and Operating Expenses of the System, all deposits or transfers to the credit of and all withdrawals from each special fund created hereunder, the amounts on deposit at the end of such Fiscal Year to the credit of each such special fund including the details of any investment thereof, a balance sheet and also the findings of such certified public accountants whether the money the Town received under this Bond Order has been applied in accordance with this Bond Order, whether any obligations for Operating Expenses were incurred in excess of the amounts appropriated in the Annual Budget and whether the Town is in default in the performance of any of the covenants contained in Article V.

The District will file with the Commission within 180 days of the end of the fiscal year a certificate signed by the Finance Director stating (1) whether there existed at the end of such fiscal year any violation of any covenant or agreement of the District contained in this Bond Order, including any supplement or

amendment and (2) whether at any time during the fiscal year any Event of Default, as defined herein, occurred or is occurring and, if so, the nature of such Event of Default.

The audit must include a calculation of compliance for the fiscal year with the rate covenant set forth in Section 5.01.

Section 7.09. *Encumbrance; Additions to the System*. The Town may create or permit to be created a lien on the System to secure the certain long-term debt obligations as long as the Town Representative certifies at the time of the creation of the lien that (i) loss of the property the lien secures will not materially adversely affect the Town's ability to meet its financial obligations under this Bond Order, including the Town's ability to meet any of the covenants and (ii) the current value of all parts of the System subject to a lien securing all long-term debt obligations, including property which may be added to the System as a result of the delivery of the long-term debt obligations, does not exceed 20% of the net book values of the capital assets of the System as shown on the audited financial statements of the Town for the most recent Fiscal Year for which audited financial statements are available. The Town will not otherwise create or permit to be created any lien or charge on the System. The Town will pay or cause to be discharged or make provisions to satisfy and discharge, within 60 days after the same accrues, all claims and demands for labor, materials, supplies or other items which, if unpaid, might by law become a lien on the System or the Net Revenues on a parity with the lien of the Bonds, except for the liens this Section permits. The Town need not pay or cause to be discharged or make provision for any lien or charge as long as the validity thereof is being contested in good faith by appropriate legal proceedings.

The Town may add to the System another enterprise operation if (1) a Consultant certifies that the projected Revenues of the System as it will exist after the proposed addition for each of the two Fiscal Years subsequent to the year in which the addition is expected to be completed are projected to satisfy the requirements of Section 5.01, (2) an opinion of Bond Counsel to the effect that the addition will not adversely affect the federal income tax treatment of the Interest on the Bonds and (3) written consent from the Holders and the LGC to such addition.

Section 7.10. *Creation of Liens*. The Town shall not create or permit to be created any charge or lien on the Net Revenues ranking equally with or prior to the charge or lien on the Net Revenues of the Bonds issued and secured hereunder unless otherwise required by applicable law. The Town may issue Subordinated Obligations secured by a charge or lien on Net Revenues that is expressly subordinate to any Bonds issued hereunder.

Section 7.11. *Instruments of Further Assurance*. The Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all orders, resolutions, acts, conveyances, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting and confirming all rights, Revenues, Net Revenues, and other funds hereby pledged or intended so to be, or which the Town may hereafter become bound to pledge or as may be reasonable and required to carry out the purposes of this Bond Order and comply with the Act. The Town further covenants that it shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Revenues and all the rights of the Holders against all claims and demands of all persons whomsoever.

## ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.01. *Events of Default*. Each of the following events is an "event of default":

- (a) payment of the principal and premium, if any, of any of the Bonds is not made when it becomes due and payable, either at maturity or by proceedings for redemption or otherwise; or
- (b) payment of any installment of interest is not made when it becomes due; or
  - (c) the Town is rendered incapable of fulfilling its obligations hereunder; or
- (d) any substantial part of the System, necessary for its efficient operation, is destroyed or damaged and is not promptly repaired, replaced or reconstructed (whether such failure to promptly repair, replace or reconstruct is occasioned by the impracticability of such repair, replacement or reconstruction or the lack of funds therefor or any other reason); or
- (e) an order or decree is entered, with the consent or acquiescence of the Town, appointing a receiver or receivers of the System or of the Revenues, or if such order or decree, having been entered without the consent or acquiescence of the Town is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or
- (f) any proceeding is instituted, with the consent or acquiescence of the Town, for the purpose of effecting a composition between the Town and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable out of Revenues; or
- (g) the Town defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Order on the part of the Town to be performed, and such default continues for 30 days after written notice specifying such default and requiring it be remedied has been given to the Town by the Holders of not less than 20% in principal amount of the Bonds then outstanding.

Section 8.02. **Bonds Declared Due and Payable**. On the happening and continuance of any event of default specified in Section 8.01, the Holders of a majority in principal amount of the Bonds then outstanding may, by a notice in writing to the Town, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and on such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or in this Bond Order to the contrary notwithstanding; but, if at any time after the principal of the Bonds has been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Order, money becomes available to pay the principal of all matured Bonds and all arrears of interest, if any, on all the Bonds then outstanding (except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last interest payment date), and all other amounts then payable by the Town hereunder have been paid or a sum sufficient to pay the same has been deposited with a Depositary, and every other default in the observance or performance of any covenant, condition or agreement contained in the Bonds or in this Bond Order (other than a default in the payment of the principal of such Bonds then due only because of a declaration under this Section), has been remedied to the satisfaction of the Holders, then and in every such case the Holders may, and on the written request of the Holders of a majority in principal amount of the Bonds not then due by their terms and then outstanding shall, by written notice to the Town, rescind and annul such declaration and its consequences,

but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 8.03. *Additional Remedies*. On the happening and continuance of any event of default specified in Section 8.01, the Holders may protect and enforce their rights hereunder and under the laws of the State, including the Act, by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Holders deem most effectual to protect and enforce such rights.

Section 8.04. *No Remedy Exclusive*. No remedy herein conferred on or reserved to the Holders is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.05. *Waiver of Default*. No delay or omission of the Holders of the Bonds to exercise any right or power accruing on any default impairs any such right or power or is to be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy this Article provides to the Holders of the Bonds, respectively, may be exercised as often as deemed expedient.

The Holders of a majority of the Bonds may waive any default which has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under this Bond Order or before the completion of the enforcement of any other remedy under this Bond Order, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 8.06. *Notice of Default*. The Town shall mail to the Commission and to the Holder of each Bond then outstanding written notice of the occurrence of any event of default set forth in Section 8.01 within 30 days after the Town has notice that any such event of default has occurred.

## ARTICLE IX THE TRUSTEE

Section 9.01. **Designation of Trustee**. The Town may at any time, with the approval of the Commission, appoint a Trustee to administer the provisions of this Bond Order and may adopt such supplements to this Bond Order as are necessary or desirable to effectuate such appointment.

# ARTICLE X SUPPLEMENTAL ORDERS

Section 10.01. *Without Consent of Holders*. The Town may amend this Bond Order in any respect before the delivery of the Initial Bonds.

The Town may, at any time following delivery of the Initial Bonds, adopt such orders supplemental hereto as are consistent with the terms and provisions hereof (which supplemental orders shall thereafter form a part hereof) and are not materially adverse to bondholders:

(a) to cure any ambiguity, formal defect, or omission or to correct any inconsistent provisions in this Bond Order or in any supplemental order, or

- (b) to grant to or confer on the Holders any additional rights, remedies, powers, or security that may lawfully be granted to or conferred on the Holders, or
- (c) to add to the conditions, limitations and restrictions on the issuance of Bonds under this Bond Order other conditions, limitations and restrictions thereafter to be observed, or
- (d) to add to the covenants and agreements of the Town in this Bond Order other covenants and agreements thereafter to be observed by the Town or to surrender any right or power herein reserved to or conferred on the Town.

At least 30 days before the adoption of any supplemental order for any of the purposes set forth in the immediately preceding paragraph of this Section, the Bond Registrar, at the Town's expense, shall cause a notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to the owner of each Bond at the address appearing on the registration books and to the Commission. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by all Holders.

Section 10.02. With Consent of Holders. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding may, following delivery of any Bonds, anything contained in this Bond Order to the contrary notwithstanding, consent to and approve the adoption, of such order or orders supplemental hereto as the Town deems necessary or desirable to modify, alter, amend, add to or rescind, any of the terms or provisions contained in this Bond Order or in any supplemental order; but, nothing herein permits, or may be construed as permitting, (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder without the consent of the Holder of such Bond, or (b) a reduction in the principal amount of any Bond or the redemption premium or the interest rate thereon without the consent of the Holder of such Bond, or (c) the creation of a lien on or a pledge of Revenues or Net Revenues other than the lien and pledge created by this Bond Order without the consent of the Holders of all Bonds outstanding, or (d) a preference or priority of any Bond over any other Bond without the consent of the Holders of all Bonds outstanding or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental order without the consent of the Holders of all Bonds outstanding and the consent of the Commission.

Section 10.03. *Obtaining Consent of Holders*. If the Town determines that it is necessary or desirable to adopt any supplemental order for any of the purposes of Section 10.02, the Bond Registrar, at the expense of the Town, shall cause notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to each Holder of Bonds at the addresses appearing on the registration books and to the Commission. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal corporate trust office of the Bond Registrar for inspection by all Holders. The Bond Registrar is not, however, liable to any Holder by reason of its failure to cause the notice this Section requires to be mailed and any such failure does not affect the validity of such supplemental order when consented to and approved as provided in this Section.

Whenever, within one year after the date of the first mailing of such notice, the Town delivers to the Bond Registrar an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental order described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice and the Commission has approved such amendment, then, but not otherwise, the Town may adopt

such supplemental order in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder has consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the adoption of such supplemental order have consented to and approved the adoption thereof as herein provided, no Holder of any Bond has any right to object to the adoption of such supplemental order, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Town from adopting the same or from taking any action pursuant to the provisions thereof.

On the adoption of any supplemental order pursuant to this Section, this Bond Order is deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Order of the Town, the Bond Registrar and all Holders of Bonds then outstanding will thereafter be determined, exercised and enforced in all respects under the provisions of this Bond Order as so modified and amended.

Bonds owned or held by or for the account of the Town will not be deemed outstanding and will be excluded for the purpose of any consent or any calculation provided for in this Article.

Bonds delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Town and Bond Registrar as to such action. If the Town and Bond Registrar so determine, new Bonds modified to conform to any such action are to be prepared, authenticated and delivered to the Holder of any Bond then outstanding without cost to such Holder in exchange for and on surrender of such outstanding Bonds.

Section 10.04. *Unanimous Consent of Holders*. Notwithstanding anything contained in this Bond Order or any order supplemental hereto, the rights and obligations of the Town and of the Holders of the Bonds may be modified or amended in any respect on the Town's adoption of an order to that effect, approved by the Bond Registrar, and the filing with the Town of the written consent of Holders of all the Bonds. No notice to Holders is required.

# ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01. *Discharge of Bond Order*. If, when the Bonds secured hereby have become due and payable in accordance with their terms or have been duly called for redemption and the whole amount of the principal and the interest and premium, if any, so due and payable on all of the Bonds then outstanding is paid, then the right, title and interest of the Holders of the Bonds secured hereby in the Revenues and funds mentioned in this Bond Order ceases, terminates and becomes void, and the Town, in such case, may apply any and all balances remaining in any funds to any lawful purpose of the Town as the Town determines; otherwise this Bond Order continues and remains in full force and effect.

Section 11.02. *Payments When Funds are Insufficient*. Anything in this Bond Order to the contrary notwithstanding, if money is insufficient to pay the interest on or the principal of the Bonds as they become due and payable (either by their terms or by acceleration of maturities), all money in the Debt Service Fund and Debt Service Reserve Fund, together with any money then available or thereafter becoming available for such purpose, is to be applied as follows:

(a) Unless the principal of all the Bonds has become or has been declared due and payable, all such money is to be applied

first: to the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which has become due (other than Bonds called for redemption for the payment of which money is held pursuant to this Bond Order), in the order of their due dates, with interest on such Bonds from the respective dates on which they became due, and, if the amount available is not sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Bonds, to purchase and retire the Bonds and to the redeem the Bonds, all in accordance with the provisions of Article IV.

- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such money is to be applied to the payment of the principal and interest then due and unpaid on the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.
- (c) If the principal of all of the Bonds has been declared due and payable and if such declaration is thereafter rescinded and annulled, then the money then remaining in and thereafter accruing to the Debt Service Fund and the Debt Service Reserve Fund shall be applied in accordance with paragraph (a) of this Section.

Section 11.03. *Effect of Town's Undertakings*. All of the covenants, stipulations, obligations and agreements contained in this Bond Order are covenants, stipulations, obligations and agreements of the Town to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements are binding on the successor or successors thereof from time to time, and on any officer, board, commission, Town, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements is transferred by or in accordance with law.

The Town may enter into a contract with any public or private agency for the maintenance, operation and improvement of the System for such periods of time and under such terms and conditions which are consistent with this Bond Order as the Town determines to be in the best interests of the Town and of the Holders of Bonds issued pursuant to this Bond Order.

Section 11.04. *Notices*. Any notice, demand, direction, request or other instrument this Bond Order authorizes or requires to be given to or filed with the Town or the Bond Registrar is to be deemed to

have been sufficiently given or filed for all purposes of this Bond Order if and when sent by Electronic Means, or by registered mail, return receipt requested to the Town, if addressed to Finance Department, P.O. Box 368, Beaufort, North Carolina 28551; to the Bond Registrar, if addressed to the address set forth in the applicable Series Resolution; and to the Commission, if addressed to the Commission Secretary, Local Government Commission, 3200 Atlantic Avenue, Raleigh, North Carolina 27604.

Section 11.05. *Execution of Instruments by Holders and Proof of Ownership of Bonds*. Any request, direction, consent or other instrument in writing this Bond Order requires or permits to be signed or executed by Holders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds is sufficient for any purpose of this Bond Order, and is conclusive in favor of the Bond Registrar with regard to any action taken by it under such instrument, if in accordance with the registration books.

Any request or consent of the Holder of any Bond binds every future Holder of the same Bond in respect of anything the Bond Registrar does in pursuance of such request or consent.

Section 11.06. *Parties Interested Herein*. Except as herein otherwise expressly provided, nothing in this Bond Order expressed or implied is intended or to be construed to confer on any person, firm or corporation other than the Town, the Bond Registrar and the Holders of the Bonds issued under and secured by this Bond Order any right, remedy or claim, legal or equitable, under or by reason of this Bond Order or any provision hereof, this Bond Order and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders from time to time of the Bonds issued hereunder.

Section 11.07. *Limited Obligations on Bonds*. Nothing in the Bonds or in this Bond Order is to be construed as pledging either the faith and credit or the taxing power of the Town for their payment, or to create any debt against the Town except as payable from Net Revenues as provided in this Bond Order, or as conveying or mortgaging the System or any part thereof.

Section 11.08. No Recourse Against Members, Officers or Employees of Town or Local Government Commission of North Carolina. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Bond Order, or in any Bond or bond anticipation note hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the Town or the Local Government Commission of North Carolina, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee of the Town or the Local Government Commission of North Carolina, either directly or through the Town for the payment for or to, the Town or the Local Government Commission of North Carolina or any receiver of either of them, or for, or to, any owner or holder of Bonds or bond anticipation notes or otherwise, of any sum that may be due and unpaid upon any such Bond or bond anticipation note. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Town or the Local Government Commission of North Carolina or any receiver of either of them, or for, or to, any owner or holder of Bonds, bond anticipation notes or otherwise, of any sum that may remain due and unpaid upon the Bonds or bond anticipation notes hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Bond Order and the issuance of the Bonds.

Section 11.09. *Severability of Invalid Provisions*. If any one or more of the provisions of this Bond Order or of the Bonds issued hereunder are held to be illegal or invalid, such illegality or invalidity

does not affect any other provision of this Bond Order or of the Bonds, but this Bond Order and the Bonds are to be construed and enforced as if such illegal or invalid provision had not been contained therein. If any covenant, stipulation, obligation or agreement contained in the Bonds or in this Bond Order is held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the Town to the full extent permitted by law.

- Section 11.10. *Issuance of Subordinate Obligations and Expenditures for System Improvements*. Nothing in this Bond Order express or implied is to be construed as preventing the Town from financing System Improvements by the issuance of obligations which are not secured under this Bond Order or from making expenditures for System Improvements from money received by the Town solely for such purpose. Such obligations of the Town described above and as described as such in records maintained by the Bond Registrar represent Subordinate Obligations of the System.
- Section 11.11. *Applicable Law*. This Bond Order is adopted with the intent that the laws of the State govern its construction.
- Section 11.12. *Headings, etc.* Any headings preceding the texts hereof and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Bond Order nor affect its meaning, construction or effect.
- Section 11.13. *Officers of the Town*. The officers and agents of the Town are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Bond Order for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Bond Order.
- Section 11.14. *Inconsistent Matters*. All orders and resolutions and parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed and declared to be inapplicable to the provisions of this Bond Order.
  - Section 11.15. *Effective Date*. This Bond Order is effective immediately on its adoption.



## 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 11, 2024 – 614 Broad Street – Train Depot

AGENDA CATEGORY: New Business

**SUBJECT:** To approve or deny the proposed Maritime Museum

**Education Center Site Plan** 

### **BRIEF SUMMARY:**

Joseph Boyd, PE of WithersRavenel, agent for leaseholder Maritime Heritage Foundation, has applied for site plan review to construct a Maritime Museum Education Center with associated site improvements at 293 West Beaufort Road Extension.

## **REQUESTED ACTION:**

Decision on Proposed Site Plan

## **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: March 11, 2024

Maritime Education Center **Project** 

THE QUESTION: To approve or deny the proposed Maritime Museum Education Center Site

Plan

**BACKGROUND:** 

Location: 293 West Beaufort Road Extension

Joseph Boyd, PE of WithersRavenel, for Maritime Heritage Foundation Applicant: Property Owner: Maritime Heritage Foundation, via long-term lease from the State of

North Carolina

To recommend approval or denial to the Board of Commissioners Requested Action:

2,460sf Bonehenge building **Existing Land Use:** 

Proposed Land Use: Add 8,688sf Maritime Education Center

Parcel Information: Tract 1 - 730613140379000 - Zoning B-W - 25.54 acres

Tract 2 – 730613144542000 – Zoning R-20 – 0.12 acres (Bonehenge)

Tract 3 - 730613147310000 - Zoning B-W - 3.27 acres

**PUBLIC UTILITIES & WORKS:** 

Water: Town of Beaufort Sanitary Sewer: Town of Beaufort

**OPTIONS:** 

1. Approve the Site Plan

2. Deny the Site Plan based on specific failures to meet requirements.

**ATTACHMENTS:** 

Attachment B - Vicinity Map

Attachment C – Site Plans – Beaufort Maritime Education Center

## **Staff Comments:**

Joseph Boyd, PE of WithersRavenel, agent for leaseholder Maritime Heritage Foundation, has applied for site plan review to construct a Maritime Museum Education Center.

This project is the first anticipated phase of development on these sites. The second phase will include a new Maritime Museum, of which the outline is shown on the site plans. This phase is anticipated for proposal in five to ten years, but this first phase sets the stage and provides some of the infrastructure for the next phase.

Maritime Education Center March 11, 2024 Board of Commissioners Meeting

The developer is working with the Town and NCDOT to coordinate sidewalks under the bridge and along the south side of Highway 70 to connect to the existing sidewalks at the west side of Turner. Connection between this project and the existing sidewalk network is preferred to sidewalks along West Beaufort Road Extension with no connections. These improvements are proposed as part of the second phase of development for this site.

In addition to Planning Staff, the Staff Engineer, Public Utilities Director, and Fire Marshal have reviewed the plans for compliance.

The Planning Board met on February 19, 2024 to review this proposed site plan and unanimously recommended approval.

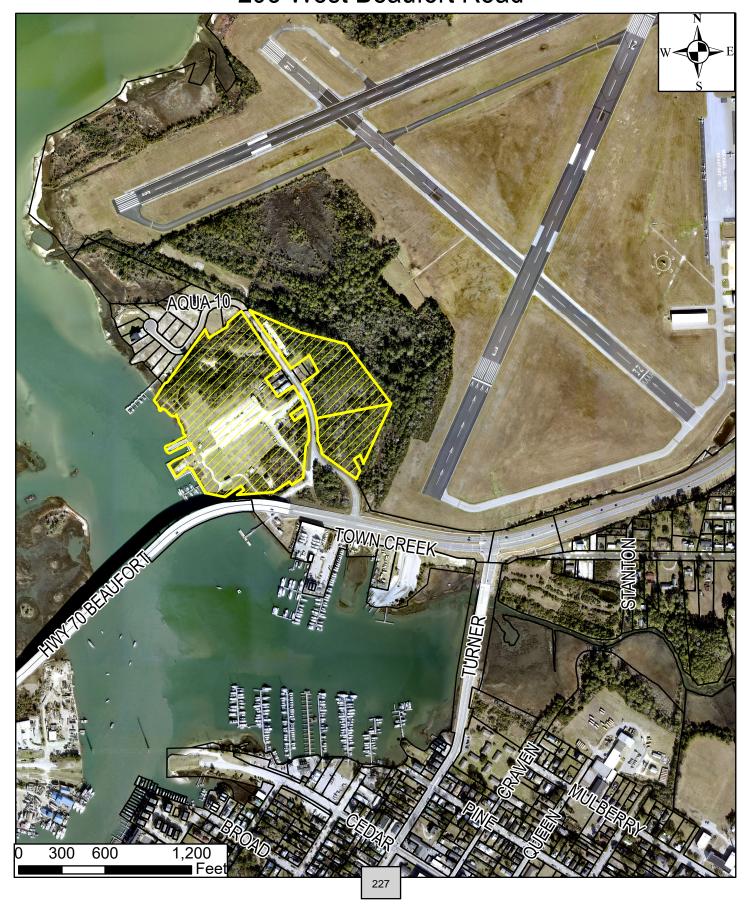
226

## **Conclusion**

This project meets the design criteria required in the LDO and staff recommends approval.

Page 2 of 2

# Maritime Museum Education Center Site Plan Vicinity Map 293 West Beaufort Road



INDEX OF SHEETS

LAYOUT AND MATERIALS PLAN -

MATERIALS AND FINISH SCHEDULE

SITE DETAILS

SITE DETAILS

LIGHTING PLAN

**EXTERIOR ELEVATIONS** 

OVERALL PLANTING PLAN

ENLARGED PLANTING PLAN

SITE DETAILS

L4.10

OVERALL LAYOUT AND MATERIALS PLAN

MARITIME HERITAGE FOUNDATION

THE NORTH CAROLINA MARITIME MUSEUM

# **SURVEY BENCHMARK**

# CONSTRUCTION DOCUMENTS FOR

BENCHMARK IS LOCAL TO SITE. SEE SHEET C1.00 FOR BENCHMARK INFORMATION. VERTICAL DATUM BASED ON NAVD 88.

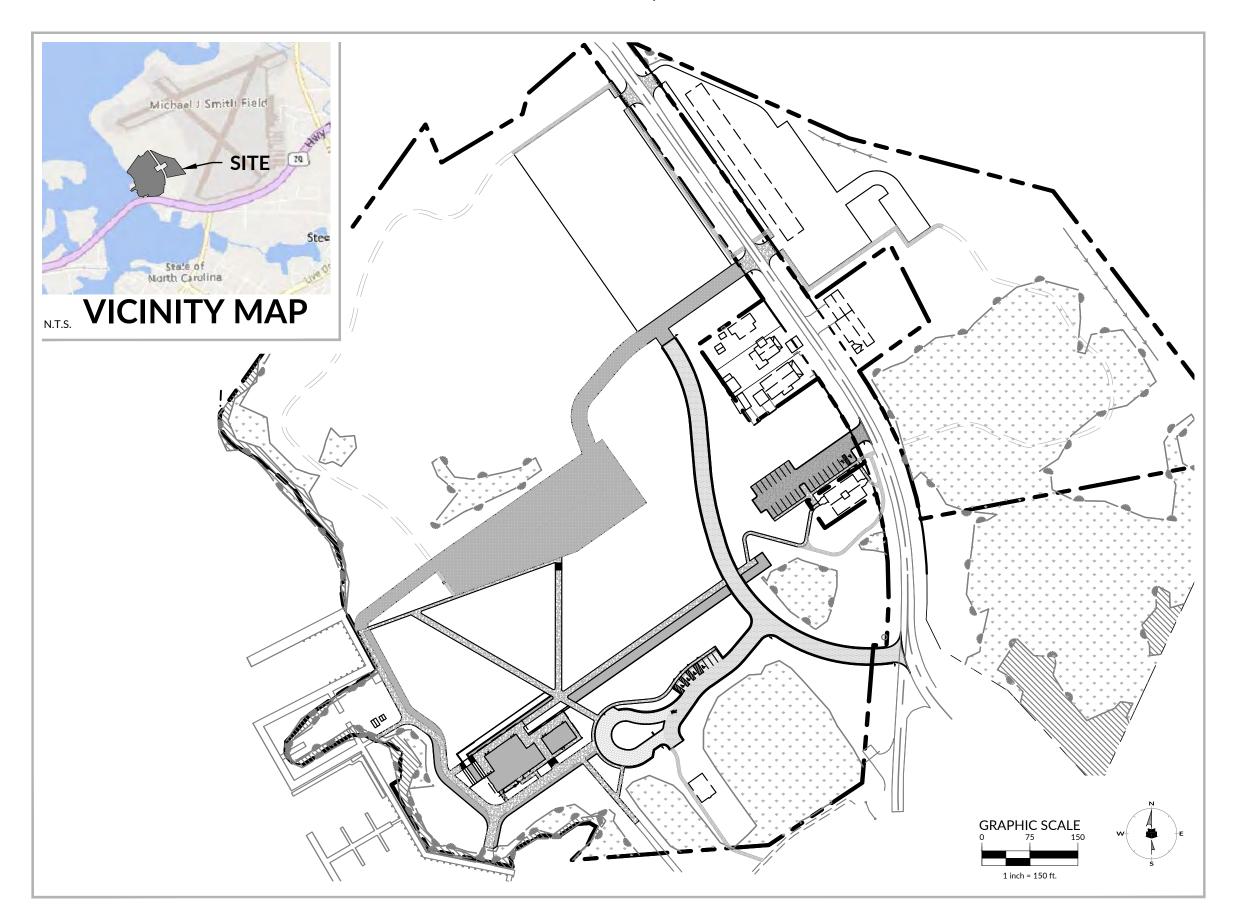
# BEAUFORT MARITIME MUSEUM

# PARCEL DATA

PIN: OWNER: ADDRESS:	730613140379000 STATE OF NORTH CAROLINA 293 WEST BEAUFORT RD EXT BEAUFORT, NC 28516	PIN: OWNER: ADDRESS:	730613144542000 CAROLINA CAY MARITIME FDN IN 275 WEST BEAUFORT RD EXT BEAUFORT, NC 28516
ZONING: AREA: DEED REF:	B-W 25.54 AC 802-480	ZONING: AREA: DEED REF:	R-20 0.12 AC 1572-152
PIN: OWNER: ADDRESS: ZONING: AREA:	730613147310000 STATE EXEMPTION N/A B-W 3.27 AC		

SITE DATA TABLE		
PARCEL PIN NO.	730613140379000, 730613144542000, 730613147310000	
TOTAL PROJECT AREA (ACRES)	28.93 AC	
WATERSHED	WHITE OAK	
ZONING	B-W (BUSINESS WATERFRONT), R-20 (RESIDENTIAL)	
EXISTING USE	EDUCATION	
EXISTING BUILDING AREA	2,460 SF (BONEHENGE BUILDING)	
PROPOSED USE	EDUCATION	
PROPOSED BUILDING AREA	8,688 SF	
TOTAL NUMBER OF UNITS	1 EXISTING, 1 PROPOSED, 2 TOTAL	
PROPOSED DENSITY	0.07 UNITS PER ACRE	
SETBACKS:		
FRONT	30'	
SIDE	15'	
REAR	15'	
MAXIMUM BUILDING HEIGHT	35'	
IMPERVIOUS AREAS:		
EXISTING	3.14 AC	
PROPOSED	1.97 AC	
FUTURE ALLOCATION	1.03 AC	
WETLAND AREAS:		
COASTAL WETLANDS	0.76 AC	
NON-COASTAL WETLANDS	1.68 AC	
TOTAL SITE AREA LESS COASTAL WETLANDS & EXISTING IMPERVIOUS	25.04 AC	
IMPERVIOUS PERCENTAGE	12.00 %	
PROPOSED AREA OF DISTURBANCE	12.45 AC	
PARKING CALCULATIONS:		
SPACES REQUIRED	38 (1 SP/300 SF BUILDING AREA)	
SPACES PROVIDED	121 ( 6 ACCESSIBLE SPACES PROVIDED)	
VEHICULAR ACCESS AREA ( VAA)	187,893.00 SF	
LANDSCAPE CALCULATIONS:		
AREA REQUIRED	22,547.16 SF ( SEE L7.00 FOR DETAILED CALCULATIONS)	
AREA PROVIDED	130,500 SF ( SEE L7.00 FOR DETAILED CALCULATIONS)	

# 293 WEST BEAUFORT RD EXT. | BEAUFORT, NC | CARTERET COUNTY



# **NOTES**

- 1. ENTIRE PROJECT DRAINS TO THE NEWPORT RIVER. 2. THE PUBLIC UTILITY EASEMENT PROPOSED WILL BE CONVEYED TO
- THE TOWN AS A PART OF THE FINAL PLAT PROCESS.
- 3. THE TOWN OF BEAUFORT RECOMMENDS A TRAFFIC IMPACT ANALYSIS (TIA) BE PERFORMED PRIOR TO INITIATION OF THE FUTURE MUSEUM BUILDING PHASE.
- 4. ALL PERVIOUS HARDSCAPE SURFACES ARE TO BE MAINTAINED BY THE DEVELOPER AND PROPERTY OWNER. THE TOWN OF BEAUFORT IS NOT RESPONSIBLE FOR REPAIRS TO PAVERS, PERVIOUS PAVEMENT, ETC.

INDEX OF SHEETS			
Sheet #	Sheet Title		
C0.00	COVER		
C0.01	GENERAL NOTES		
C0.02	GENERAL NOTES		
C0.03	BOUNDARY AND TOPOGRAPHIC SURVEY		
C0.04	BOUNDARY AND TOPOGRAPHIC SURVEY		
C1.00	OVERALL EXISTING CONDITIONS PLAN		
C1.01	EXISTING CONDITIONS PLAN		
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C1.03	DEMOLITION PLAN		
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C2.00	OVERALL SITE PLAN		
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C2.02	SITE PLAN		
C2.03	SIGNAGE AND ACCESS PLAN		
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C3.02	UTILITY PLAN		
C4.01	GRADING & DRAINAGE PLAN		
C4.02	GRADING & DRAINAGE PLAN		
C4.03	GRADING ENLARGEMENT		
C5.01	EROSION CONTROL PLAN (STAGE 1)		
C5.02	EROSION CONTROL PLAN (STAGE 1)		
C5.03	EROSION CONTROL PLAN (STAGE 2)		
C5.04	EROSION CONTROL PLAN (STAGE 2)		
C6.00	NCG01		
C6.01	EROSION CONTROL NOTES & DETAILS		
C6.02	EROSION CONTROL & DRAINAGE DETAILS		
C7.00	SANITARYFORCEMAIN PLAN & PROFILE		
C9.00	SITE DETAILS		
C9.01	SITE DETAILS		
C9.02	SANITARY SEWER AND WATER DETAILS		
C9.04	WATER DETAILS		
C9.00 C9.01 C9.02	SITE DETAILS SITE DETAILS SANITARY SEWER AND WATER DETAILS		

GRINDER PUMP STATION DETAILS

GRINDER PUMP STATION

GRINDER PUMP STATION

**SPECIFICATIONS** 

**SPECIFICATIONS** 

CN PROJ #: 10145 SCO ID #: 23-26530-01A

CLARKNEXSEN

421 NORTH HARRINGTON STREET, SUITE 600

RALEIGH, NORTH CAROLINA 27603

CLARK NEXSEN LICENSE NUMBER C-1028



219 STATION ROAD, SUITE 101 WILMINGTON, NORTH CAROLINA 28405 WWW.WITHERSRAVENEL.COM WITHERSRAVENEL LICENSE NUMBER F-1479

PROFESSIONAL SEAL

FEBRUARY 5, 2024

SITE PLAN SUBMITTAL

PER ARCHITECT COMMENTS 2 12/18/2023 PER OWNER & FIRE DEPT. COMMENTS

SITE PLAN SUBMITTAL

02/05/2024

WR PROJECT NO.03221471 TOWN OF BEAUFORT: MUNI PRO NO:N/A

**COVER** 

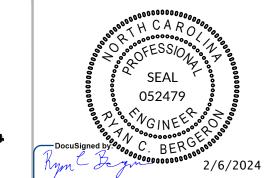
C0.00

CN 10145 DRAWN: TMG

**CONTACT LIST:** 

ARCHITECT CLARKNEXSEN 421 NORTH HARRINGTON STREET RALEIGH, NORTH CAROLINA 919 828-1876









ATTENTION: CHARLES OLIVER PHONE: (919) 941-8400

WithersRavenel

910-256-9277

219 Station Road, Suite 101

Wilmington, NC 28403

# Maritime Education Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

## **SURVEY NOTES:**

- 1. THE FOLLOWING INFORMATION WAS USED FOR THE EXISTING SURVEY:
- a. COORDINATE SYSTEM: NORTH CAROLINA STATE PLANE FOOT
- b. PROJECT HORIZONTAL DATUM: NAD 83/2011 c. VERTICAL DATUM: NAVD 88
- d. COORDINATE UNITS: US SURVEY FEET

DATE JULY 16, 2003.

e. VERTICAL UNITS: US SURVEY FEET

- 2. PROPERTY BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN AS PROVIDED BY JAMES I. PHILLIPS
- LAND SURVEYING, DATED SEPTEMBER 10, 2022. 3. WETLANDS, STREAMS, AND RIPARIAN BUFFERS SHOWN AS DELINEATED BY THE DAVEY
- RESOURCE GROUP AND MAPPED BY WITHERSRAVENEL, DATED JULY 18, 2023. 4. PROPERTY DOES FALL WITHIN FEMA FLOODPLAIN PER FEMA FIRM 3720730600J, EFFECTIVE
- 5. NO DETERMINATION HAS BEEN MADE BY THE SURVEYOR AS TO THE FOLLOWING: UNDERGROUND STORAGE FACILITIES, UNDERGROUND UTILITIES, GRAVES, CEMETERIES, BURIAL GROUNDS, HAZARDOUS WASTE DEPOSITS OR MATERIALS.
- 6. SURVEY CONTROL POINTS PROVIDED IN NC STATE PLANE COORDINATES. ALL PROPOSED COORDINATES ARE GROUND COORDINATES. THE CONTRACTOR'S SURVEYOR IS RESPONSIBLE FOR ANY CONVERSIONS NEEDED FOR THE STAKEOUT OF THE PROPOSED GROUND COORDINATES SHOWN.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ADDITIONAL CONTROLS THAT MAY BE NEEDED THROUGHOUT THE PROJECT.

## **GENERAL NOTES:**

- 1. WORK ON THIS PROJECT SHALL CONFORM TO THE LATEST NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, TOWN OF BEAUFORT STANDARDS AND SPECIFICATIONS, GEOTECHNICAL REPORTS, AND ANY OTHER APPLICABLE DESIGN STANDARDS AT THE TIME OF PLAN APPROVAL. IN THE EVENT OF CONFLICT BETWEEN ANY OF THESE STANDARDS, SPECIFICATIONS OR PLANS, THE MOST STRINGENT SHALL GOVERN, UNLESS OTHERWISE NOTED IN THESE PLANS.
- 2. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR HAVING VISITED THE SITE AND HAVING FAMILIARIZED THEMSELVES WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID AND COMMENCING WORK.
- ANY DISCREPANCIES, INCONSISTENCIES OR AMBIGUITIES FOUND BETWEEN THE DRAWINGS, SPECIFICATIONS, AND SITE CONDITIONS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER IN WRITING AND PRIOR TO BIDDING. WORK DONE BY THE CONTRACTOR AFTER THE DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES WITHOUT WRITTEN CLARIFICATION FROM THE ENGINEER AND APPROVAL BY OWNER SHALL BE DONE AT THE CONTRACTOR'S RISK AND EXPENSE.
- 4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL JOBSITE SAFETY DURING ALL PHASES OF CONSTRUCTION. ALL WORK SHALL COMPLY WITH MUNICIPAL, TOWN OF BEAUFORT AND STATE REGULATIONS, AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS. CONTRACTOR SHALL COMPLY WITH THE LATEST REVISIONS AND INTERPRETATIONS OF THE DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION PROMULGATED UNDER THE OSHA ACT.
- 5. THE CONTRACTOR SHALL CALL "811" FOR PROPER IDENTIFICATION OF EXISTING UTILITIES AT LEAST 72 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING, AND SUBSEQUENTLY PROTECTING, ALL PUBLIC OR PRIVATE UTILITIES (SHOWN OR NOT SHOWN) THAT LIE IN OR ADJACENT TO THE PROJECT SITE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE UNDERGROUND UTILITIES. ALL UTILITIES AND FACILITIES ARE NOT NECESSARILY SHOWN. HAND DIGGING TO PROTECT UTILITIES FROM DAMAGE MAY BE REQUIRED.
- 7. ANY UTILITIES AND EXISTING SITE ELEMENTS (I.E. SIGNS, ROADWAYS, PATHS, STRUCTURES, NATURAL VEGETATION, OTHER EXISTING PROPERTY ITEMS, ETC.) DAMAGED DURING THE PROJECT BY THE CONTRACTOR'S WORKERS OR EQUIPMENT SHALL BE PROMPTLY REPAIRED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AND ENGINEER.
- 8. CONTRACTOR SHALL MAKE EVERY EFFORT TO PRESERVE PROPERTY IRONS, MONUMENTS, OTHER PERMANENT POINTS AND LINES OF REFERENCE AND CONSTRUCTION STAKES. A NORTH CAROLINA LICENSED LAND SURVEYOR SHALL REPLACE, AT THE CONTRACTOR'S EXPENSE, PROPERTY IRONS, MONUMENTS, OTHER PERMANENT POINTS AND LINES OF REFERENCE AND CONSTRUCTION STAKES DESTROYED BY THE CONTRACTOR.
- 9. CONTRACTOR SHALL PLAN AND CONSTRUCT WORK IN ORDER TO CAUSE MINIMUM DISTURBANCE TO THE OWNER, ADJACENT PROPERTIES AND THE PUBLIC. CONTRACTOR SHALL COORDINATE WITH AND OBTAIN APPROVAL FROM STATE AND LOCAL REGULATORY AGENCIES ON TRAFFIC CONTROL PLANS.
- 10. ADJACENT STREETS AND SIDEWALKS SHALL BE MAINTAINED IN A CLEAN CONDITION, MUD AND DUST-FREE.
- 11. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF CONTRACT DOCUMENTS AS WELL AS ALL PERMIT APPROVALS AND EXECUTED EASEMENTS ON THE JOB SITE AT ALL TIMES.
- 12. CONSTRUCTION STAKEOUT FOR THIS PROJECT MAY BE PERFORMED BY THE CONTRACTOR, USING A DIGITAL (CADD) FILE PROVIDED BY THE ENGINEER. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES FOUND BETWEEN THE DIGITAL FILE AND THE CRITICAL STAKING DIMENSIONS SHOWN ON THIS PLAN (I.E. PAVEMENT WIDTHS, CURB RADII, BUILDING SETBACKS, BUILDING FOOTPRINTS, ETC.). ANY MODIFICATIONS MADE BY OTHERS TO THE DIGITAL FILE PROVIDED BY THE ENGINEER SHALL RENDER IT VOID.
- 13. WETLANDS SHOWN SHALL NOT BE CLEARED, DRAINED, OR OTHERWISE DISTURBED UNLESS SPECIFICALLY PERMITTED BY THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) OR NC DIVISION OF COASTAL MANAGEMENT (DCM) OR NC DIVISION OF WATER RESOURCES (DWR), AS APPLICABLE.
- 14. ANY WETLANDS THAT ARE TEMPORARILY IMPACTED DUE TO CONSTRUCTION ACTIVITIES SHALL BE RETURNED TO PRE-CONSTRUCTION GRADE AND SEEDED WITH A WETLAND SEED MIX IN ACCORDANCE WITH THE SEDIMENT & EROSION CONTROL PLAN.

- 15. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, ACCESSIBLE PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN PARKING LOT AND AROUND BUILDINGS AS SHOWN ON THE PLANS. ALL PAINT FOR PAVEMENT MARKINGS SHALL ADHERE TO NCDOT STANDARDS, UNLESS NOTED OTHERWISE.
- 16. ACCESSIBLE ROUTES AND PARKING AREAS MUST BE PROVIDED IN ACCORDANCE WITH THE CURRENT NORTH CAROLINA BUILDING CODE AND ADA STANDARDS FOR ACCESSIBLE DESIGN.
- 17. TESTING OF MATERIAL REQUIRED FOR THE CONSTRUCTION OF THE IMPROVEMENTS SHALL BE PERFORMED BY AN APPROVED AGENCY FOR TESTING MATERIALS. THE NOMINATION OF THE TESTING LAB AND THE PAYMENT OF EACH TESTING SERVICES SHALL BE MADE BY THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SHOW BY STANDARD TESTING PROCEDURES THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENT OF THE NCDOT AND MUNICIPAL SPECIFICATIONS.

## DEMOLITION NOTES

- 1. CONTRACTOR SHALL COORDINATE WITH THE OWNER TO PROPERLY MAINTAIN, REMOVE OR RELOCATE EXISTING SERVICE CONNECTIONS WHEN NECESSARY.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING SURROUNDING NEIGHBORS ABOUT ANY POTENTIAL INTERRUPTION TO SERVICE OF ANY KIND.
- 3. EXISTING UTILITIES NOT INTENDED FOR DEMOLITION SHALL BE MAINTAINED, PROTECTED AND UNDISTURBED DURING CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PROTECT ALL ADJACENT PROPERTY, STRUCTURES AND UTILITIES. DAMAGE TO PROPERTIES OF OTHERS DUE TO THE CONTRACTOR'S ACTIVITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
- ALL MATERIAL CLEARED OR DEMOLISHED BY THE CONTRACTOR IN ORDER TO CONSTRUCT THE WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED AND SHALL BE PROPERLY DISPOSED OF OFF-SITE.
- 6. SAW CUTS OF EXISTING PAVEMENTS, CURBS, GUTTERS AND SIDEWALKS SHALL PRODUCE A NEAT VERTICAL EDGE.
- 7. ALL DEMOLITION WORK SHALL BE DONE IN STRICT ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION.
- 8. ALL PERMITS REQUIRED FOR THE DEMOLITION WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PRIOR TO THE START OF DEMOLITION ACTIVITIES.

# **STORM DRAINAGE NOTES:**

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT TOWN OF BEAUFORT STANDARDS AND NCDOT STANDARD SPECIFICATIONS AND DETAILS.
- LIMITED TO THE HORIZONTAL AND VERTICAL LOCATION OF STRUCTURES AND UTILITIES CROSSING THE STORM SEWER PIPE.

CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING, BUT NOT

- 3. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE STORM SEWER DRAINAGE SYSTEM.
- 4. ALL STORM SEWER PIPE SHALL BE MINIMUM CLASS III REINFORCED CONCRETE PIPE (RCP), UNLESS OTHERWISE NOTED.
- 5. IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND FIELD CONDITIONS RELATED TO WHERE THE PROPOSED STORM SEWER PIPING TIES TO EXISTING STRUCTURES, PIPES, SWALES, ETC., THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND OWNER. AFTER NOTIFICATION TO ENGINEER AND OWNER, THE CONTRACTOR SHALL PERFORM THE AGREED UPON FIELD ADJUSTMENTS TO MATCH THE LOCATIONS OF THESE EXISTING FEATURES.
- 6. ALL STORM SEWER PIPE SHALL HAVE A MINIMUM COVER OF 1 FOOT TO THE PIPE CROWN.

# **GRADING NOTES:**

- 1. ALL AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE, AND AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. IN ADDITION TO THE MEASURES SHOWN IN THESE PLANS, THE CONTRACTOR SHALL USE INTERIM DIVERSION DITCHES, BERMS, OR OTHER METHODS AS REQUIRED TO DIRECT DRAINAGE AS SHOWN ON THESE PLANS AND TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM FLOWING ONTO ADJACENT PROPERTIES, ROADWAYS, AND ENVIRONMENTALLY SENSITIVE AREAS SUCH AS BUFFERS AND WETLANDS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND OWNER IN WRITING OF ANY DISCREPANCIES OR CONCERNS.
- ALL SOILS USED FOR BACKFILL SHALL BE FREE OF UNSATISFACTORY MATERIALS INCLUDING ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION AND OTHER DELETERIOUS MATTER, UNSATISFACTORY MATERIALS ALSO INCLUDE MAN-MADE FILLS AND REFUSE DEBRIS DERIVED FROM ANY SOURCE. REFER TO FINAL GEOTECHNICAL REPORT FOR ANY SPECIAL FILL MATERIAL REQUIRED FOR THIS PROJECT, IF ANY. THE CONTRACTOR SHALL CONSULT WITH THE SITE GEOTECHNICAL ENGINEER PRIOR TO BACKFILL PLACEMENT TO VERIFY BACKFILL MEETS PROJECT REQUIREMENTS.
- 3. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL SOIL TESTING IS PERFORMED AND THE RESULTS FORWARDED TO THE ENGINEER AND OWNER.
- 4. MATERIALS USED TO CONSTRUCT EMBANKMENTS FOR ANY PURPOSE, BACKFILL AROUND DRAINAGE STRUCTURES, OR IN UTILITY TRENCHES FOR ANY OTHER DEPRESSION REQUIRING FILL OR BACKFILL SHALL MEET THE REQUIREMENTS OF THE PROJECT GEOTECHNICAL ENGINEER
- 5. THE CONTRACTOR SHALL, PRIOR TO ANY OPERATIONS INVOLVING FILLING OR BACKFILLING. SUBMIT TO THE OWNER AND PROJECT GEOTECHNICAL ENGINEER THE RESULTS OF THE PROCTOR TEST TOGETHER WITH A CERTIFICATION THAT THE SOIL TESTED IS REPRESENTATIVE OF THE MATERIALS TO BE USED ON THE PROJECT. TESTS SHALL BE CONDUCTED BY A NORTH CAROLINA CERTIFIED MATERIALS TESTING LABORATORY AND CERTIFICATIONS MADE BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA REPRESENTING THE LABORATORY.

- 6. ALL PAVEMENT SUBGRADES SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND COMPACTED TO A MINIMUM DENSITY OF 100 PERCENT OF ASTM D1557 DENSITY AT OPTIMUM MOISTURE CONTENT UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- 7. RETAINING WALLS OR MECHANICALLY STABILIZED EARTH WALLS SHALL BE DESIGNED AND CONSTRUCTED UNDER THE RESPONSIBLE CHARGE OF A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NORTH CAROLINA AND COMPLY IN ALL ASPECTS WITH THE NC BUILDING CODE.
- 8. CONTOURS AND GUTTER GRADIENTS ARE APPROXIMATE. SPOT ELEVATIONS ARE TO BE USED IN CASE OF DISCREPANCY.
- 9. CONTRACTOR SHALL OBTAIN ALL PERMITS AS REQUIRED FOR BLASTING ROCK IF BLASTING ROCK IS REQUIRED. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION RELATED TO BLASTING AND SAFETY.
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEWATERING NECESSARY TO CONSTRUCT THE PROJECT AS SHOWN ON THE PLANS. DEWATERING SHALL BE INCIDENTAL TO GRADING
- 11. MASS GRADING OPERATIONS SHALL BE PHASED TO LIMIT EXPOSED AREAS. PRIOR TO PROCEEDING TO ANOTHER PHASE, THE PRESENT PHASE SHALL BE STABILIZED WITH ADEQUATE GROUND COVER SUFFICIENT TO RESTRAIN EROSION AND HAVE ALL INFRASTRUCTURE INSTALLED. SEE GROUND COVER REQUIREMENTS WITHIN THESE PLANS OR CONSULT THE MUNICIPAL EROSION CONTROL SPECIALIST.
- 12. THE FRAMES AND COVERS OF ALL EXISTING AND PROPOSED DRAINAGE, SANITARY SEWER, WATER MAIN, GAS AND ELECTRIC UTILITY STRUCTURES SHALL BE ADJUSTED TO MATCH PROPOSED FINISHED ELEVATIONS AND SLOPES UNLESS OTHERWISE SHOWN ON THE PLANS.
- 13. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED IN THE PLANS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
- 14. REFERENCE STRUCTURAL DRAWINGS, SPECIFICATIONS, GEOTECHNICAL REPORT, AND/OR DIRECTIVES PROVIDED BY THE PROJECT GEOTECHNICAL ENGINEER FOR BUILDING PAD AND PAVING SUBGRADE INFORMATION.

- 1. ALL TREES THAT ARE TO REMAIN, WITHIN OR DIRECTLY ADJACENT TO THE LIMITS OF WORK, MUST BE PROTECTED WITH TREE PROTECTION FENCE AS INDICATED ON THE PLANS TO THE EXTENT OF THE TREE BOX OR THE DRIP LINE IN A PLANTING STRIP. THE DRIP LINE IS DEFINED AS THE GROUND AREA UNDER THE CANOPY OF THE TREE. FENCING IS TO BE INSTALLED PRIOR TO CONSTRUCTION, MAINTAINED THROUGHOUT, AND REMOVED ONLY AT THE END OF THE PROJECT.
- 2. NONE OF THE FOLLOWING SHALL OCCUR WITHIN THE ROOT ZONE OF A TREE WITHOUT PERMISSION OF LANDSCAPE ARCHITECT OR PROJECT ARBORIST: ALTERATION OR DISTURBANCE TO EXISTING GRADE: STAGING OR STORAGE OF CONSTRUCTION MATERIALS. EQUIPMENT USE. SOIL OR DEBRIS REMOVAL OR STOCKPILING; TRENCHING; OR DISPOSAL OF ANY LIQUIDS.
- 3. APPROVED EXCAVATIONS WITHIN THE DRIP LINE SHALL PROCEED WITH CARE BY USE OF HAND TOOLS OR EQUIPMENT THAT WILL NOT CAUSE INJURY TO TREE TRUNKS, BRANCHES AND ROOTS.
- 4. NO ROOTS GREATER THAN 2 INCHES IN DIAMETER SHALL BE CUT WITHOUT PERMISSION OF LANDSCAPE ARCHITECT OR PROJECT ARBORIST. EXPOSED ROOTS 2 INCHES AND LARGER IN DIAMETER SHALL BE WRAPPED IN BURLAP OR OTHER APPROVED MATERIAL AND KEPT MOIST AT ALL TIMES.
- 5. IF THERE ARE ANY TREE CONFLICTS ON THIS JOB SITE, PERMIT HOLDER MUST SUSPEND ALL WORK THAT CONTRIBUTES TO THE CONFLICT AND IMMEDIATELY CONTACT LANDSCAPE ARCHITECT OR PROJECT ARBORIST FOR DIRECTION AND CLEARANCE TO CONTINUE THE CONFLICTING WORK.
- 6. TREES THAT ARE PROTECTED SHALL BE THOROUGHLY WATERED AS REQUIRED TO KEEP ROOT BALLS FROM DRYING OUT, ESPECIALLY BETWEEN APRIL THROUGH SEPTEMBER.

# UTILITIES NOTES

- 1. GENERALLY, FILL MATERIAL SHALL BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
- 2. ALL NECESSARY INSPECTIONS, CERTIFICATIONS, OR TESTING REQUIRED BY CODES OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO MUNICIPAL APPROVAL FOR THE FINAL CONNECTION OF SERVICE. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF TESTING SERVICES AND COORDINATION WITH UTILITY OWNER.
- 3. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE IMPROVEMENTS SHOWN.
- 4. THE CONTRACTOR SHALL REPORT, IN WRITING ANY UTILITY CONFLICTS TO THE ENGINEER IMMEDIATELY UPON DISCOVERING CONFLICTS.
- 5. PRIOR TO UTILITY RELOCATION, REMOVAL OR ABANDONMENT, THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY PROVIDERS. KNOWN UTILITY PROVIDER INFORMATION IS CONTAINED ON THIS PLAN SHEET.
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING SURROUNDING NEIGHBORS ABOUT ANY POTENTIAL INTERRUPTION TO SERVICE OF ANY KIND.
- 7. THE CONTRACTOR SHALL MAINTAIN A MINIMUM COVER OF 3 FEET ON ALL PROPOSED WATER LINES. THREE FEET SHALL BE MEASURED TO THE BOTTOM OF THE PROPOSED SUBGRADE WITHIN PAVED AREAS.
- 8. THE CONTRACTOR SHALL MAINTAIN A MINIMUM COVER OF 3 FEET ON ALL PROPOSED SANITARY LINES. THREE FEET SHALL BE MEASURED TO THE BOTTOM OF THE PROPOSED SUBGRADE WITHIN PAVED AREAS.
- 9. THE CONTRACTOR SHALL MAINTAIN SEPARATION OF WATER MAIN FROM SANITARY SEWER PIPING IN ACCORDANCE WITH THOSE DISTANCES SPECIFIED BY STATE AND/OR LOCAL CODE OR A MINIMUM OF 10 FEET HORIZONTAL OR 18 INCHES VERTICAL DISTANCE.

10. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR INSTALLATION OF ALL PROPOSED POWER AND COMMUNICATION LINES AND ASSOCIATED APPURTENANCES.

## **UTILITY CONTACT INFORMATION:**

WATER AND SANITARY SEWER SERVICE: PROVIDER: TOWN OF BEAUFORT ADDRESS: 701 FRONT STREET CONTACT: GREGORY MESHAW, PE PHONE: 252-528-8769 EMAIL: G.MESHAW@BEAUFORTNC.ORG

## **EROSION & SEDIMENT CONTROL NOTES:**

PROTECTED WETLANDS OR STREAMS.

- CONTRACTOR SHALL INSTALL EROSION CONTROLS IN ORDER WITH THE SEQUENCE PROVIDED.
- 2. CONTRACTOR SHALL ENSURE GRADING OPERATIONS ARE CONDUCTED IN A MANNER THAT DOES NOT ALLOW ANY SEDIMENT TO DRAIN OFFSITE OR INTO WATERCOURSES.
- 3. A GRAVEL CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT THE LOCATIONS SHOWN ON THE DRAWINGS AND AT EACH POINT OF CONSTRUCTION ACCESS.
- 4. CONTRACTOR SHALL CONSTRUCT DIVERSION DITCHES AS NECESSARY TO ENSURE ALL SEDIMENT IS DIRECTED INTO EROSION CONTROL MEASURES.
- 5. IF STORM CROSS DRAINAGE CANNOT BE INSTALLED PRIOR TO GRADING, TEMPORARY HDPE STORM DRAINAGE PIPE SHALL BE USED TO CROSS WET WEATHER CHANNELS, EXCLUDING ANY
- 6. ALL STORM DRAINAGE PIPE SHALL BE PROTECTED AS SHOWN ON THE PLANS DURING CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE RIPRAP LINED DISSIPATOR PADS AT THE STORM DRAINAGE PIPE DISCHARGE POINTS AS REQUIRED TO ENSURE POSITIVE DRAINAGE. SEE PLANS FOR DIMENSIONS
- 8. PERMANENT GROUND COVER SHALL BE ESTABLISHED PER APPROVED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT
- 9. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT AN EROSION CONTROL PERMIT AND ANY OTHER RELATED PERMITS ARE SECURED FOR ANY OFF-SITE WASTE OR BORROW AREAS. UNLESS OTHERWISE STATED IN THE PROJECT DOCUMENTS, THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL AGREEMENTS WITH LANDOWNERS FOR PLACEMENT OF WASTE SOIL OR REMOVAL OF BORROW. OFF-SITE PERMITS AND AGREEMENTS SHALL EXIST PRIOR TO CONSTRUCTION ACTIVITIES ON WASTE OR BORROW AREAS.
- 10. SOILS CONTAMINATED WITH ANY CHEMICAL, METAL OR PETROLEUM CONTAMINATION SHALL NOT BE TRANSPORTED ONTO THE PROPERTY AS BORROW / FILL SOILS. CONTAMINATED SOILS, IF DISCOVERED ON THE PROPERTY SHALL NOT BE TRANSPORTED OFFSITE WITHOUT TESTING,

PERMITTING AND/OR OTHER REGULATORY APPROVALS COMMENSURATE WITH THE TYPE OF CONTAMINATION AND LOCATION.

11. TEMPORARY DIVERSIONS ARE TO REMAIN IN PLACE UNTIL THE STORM DRAINAGE SYSTEM IS IN PLACE. THE UPSTREAM AREA IS STABILIZED AND/OR APPROVAL FROM MUNICIPAL EROSION CONTROL INSPECTOR IS RECEIVED.

# **SEQUENCE OF CONSTRUCTION:**

- 1. INSTALL CONSTRUCTION ENTRANCE.
- 2. INSTALL SILT FENCE AND TREE PROTECTION FENCE AS SHOWN ON PLANS.
- 3. CLEAR AND REMOVE FROM SITE ALL NOTED STRUCTURES, PAVEMENT, TREES, ROOTS, ROOT MAT, ETC. FROM THE AREA WITHIN DESIGNATED CLEARING LIMITS.
- 4. INSTALL/UPDATE NOTED EROSION CONTROL DEVICES INCLUDING SEDIMENT BASINS, SKIMMER BASINS, AND TEMPORARY DIVERSION DITCHES.
- 5. GRADE SITE AND INSTALL UTILITIES AS SHOWN ON PLANS. ALL TRENCHES SHALL BE BACKFILLED AND STABILIZED DAILY.
- 6. REMOVE TEMPORARY DIVERSION DITCHES AS NEEDED FOR SITE CONSTRUCTION. AFTER DITCH REMOVAL, CONTRACTOR SHALL VERIFY STORM WATER IS ROUTED THROUGH A VEGETATED SWALE OR SILT FENCE PRIOR TO LEAVING SITE.
- 7. PLANT GRASS OVER ALL GRADED AREAS AS NOTED IN STABILIZATION NOTES.
- 8. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND RESTORING TO PRE-CONSTRUCTION CONDITIONS ANY AREAS OUTSIDE THE PROJECT LIMITS THAT MAY INADVERTENTLY BE DAMAGED DUE TO THE FAILURE OF THE EROSION MEASURES.
- 9. WHEN DEWATERING THE TEMPORARY BASINS. SEDIMENT FILTER BAGS SHALL BE USED AS SHOWN ON THE PLAN. SEDIMENT BAGS TO BE CONTINUOUSLY MONITORED DURING
- CONTINUE TO MAINTAIN PERMANENT AND TEMPORARY EROSION CONTROL MEASURES UNTIL FINAL INSPECTION AND APPROVAL BY THE ENGINEER.

11. WATER, FERTILIZE, MOW, AND MAINTAIN SPRIGGED, SODDED, AND PLANTED AREAS UNTIL FINAL

10. DURING GRADING AND AFTER GRADING HAS BEEN COMPLETED, CONTRACTOR SHALL

- APPROVAL BY THE STATE OF NORTH CAROLINA. 12. PERIMETER MEASURES MUST BE LEFT IN PLACE UNTIL ALL UPLAND AREAS ARE PERMANENTLY
- STABILIZED. AFTER SITE IS PERMANENTLY STABILIZED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND PROVIDE PERMANENT SEEDING WHERE TEMPORARY MEASURES HAVE BEEN REMOVED AND GROUND COVER IS NOT ADEQUATE. SEDIMENT BASINS MAY NOT BE REMOVED OR CONVERTED TO PERMANENT BMPS UNTIL ALL UPLAND AREAS ARE PERMANENTLY STABILIZED.
- 13. WHEN THE PROJECT IS COMPLETE, THE PERMITTEE SHALL CONTACT DEMLR TO CLOSE OUT THE E&SC PLAN.

SCO ID #: 23-26530-01A

**CN PROJ #**: 10145

CLARKNEXSEN 421 NORTH HARRINGTON STREET, SUITE 600

**CLARK NEXSEN LICENSE NUMBER C-1028** 

RALEIGH, NORTH CAROLINA 27603

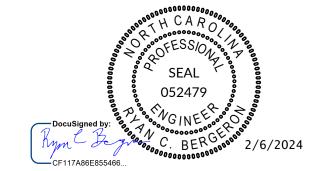
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WILMINGTON, NORTH CAROLINA 28405 910 256 9277 WWW.WITHERSRAVENEL.COM WITHERSRAVENEL LICENSE NUMBER F-1479

219 STATION ROAD, SUITE 101

PROFESSIONAL SEAL



**FEBRUARY 5, 2024** 

SITE PLAN SUBMITTAL

PER ARCHITECT COMMENTS 1 12/15/2023 2 12/18/2023 PER OWNER & FIRE DEPT. COMMENTS PER TOWN COMMENTS

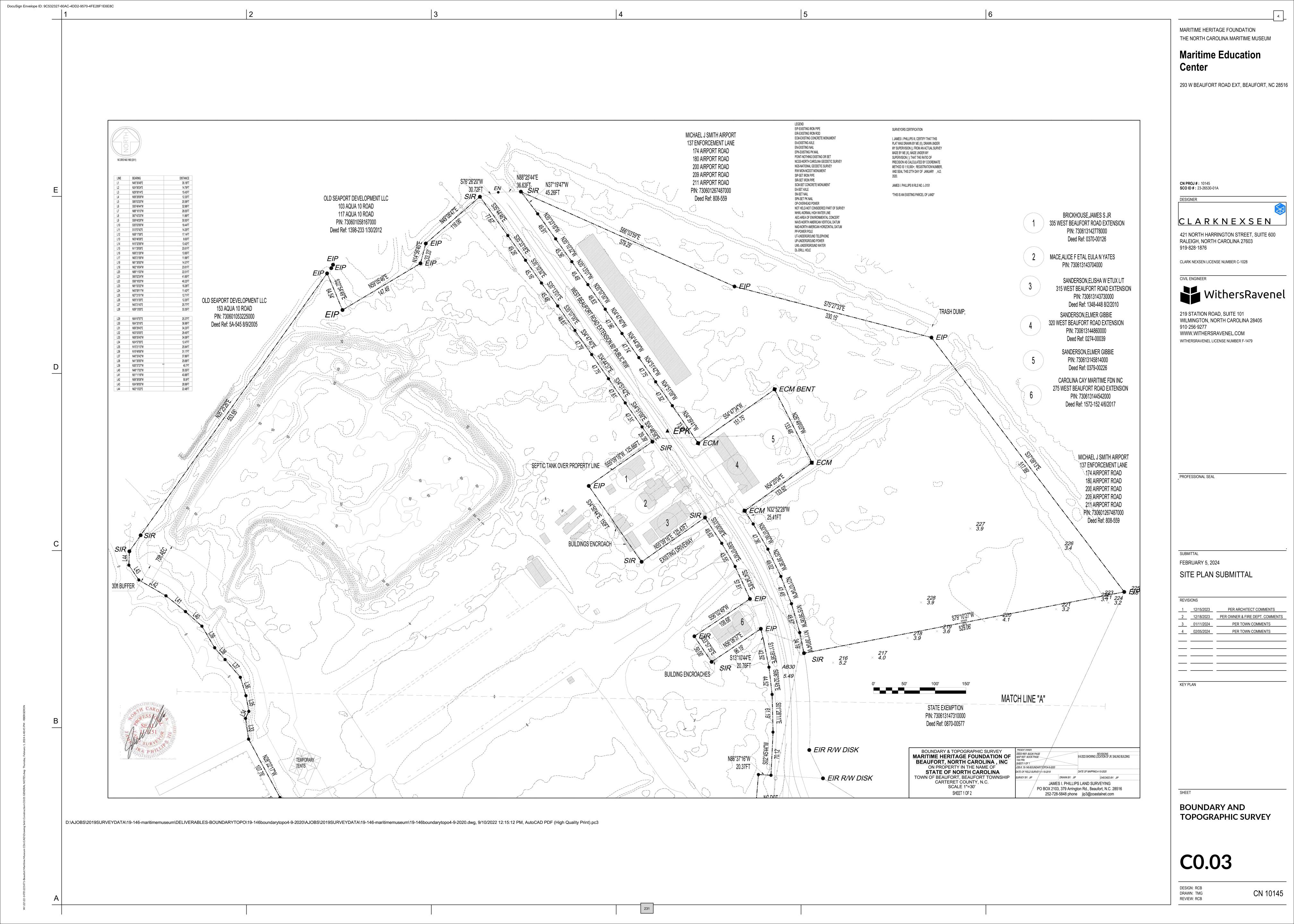
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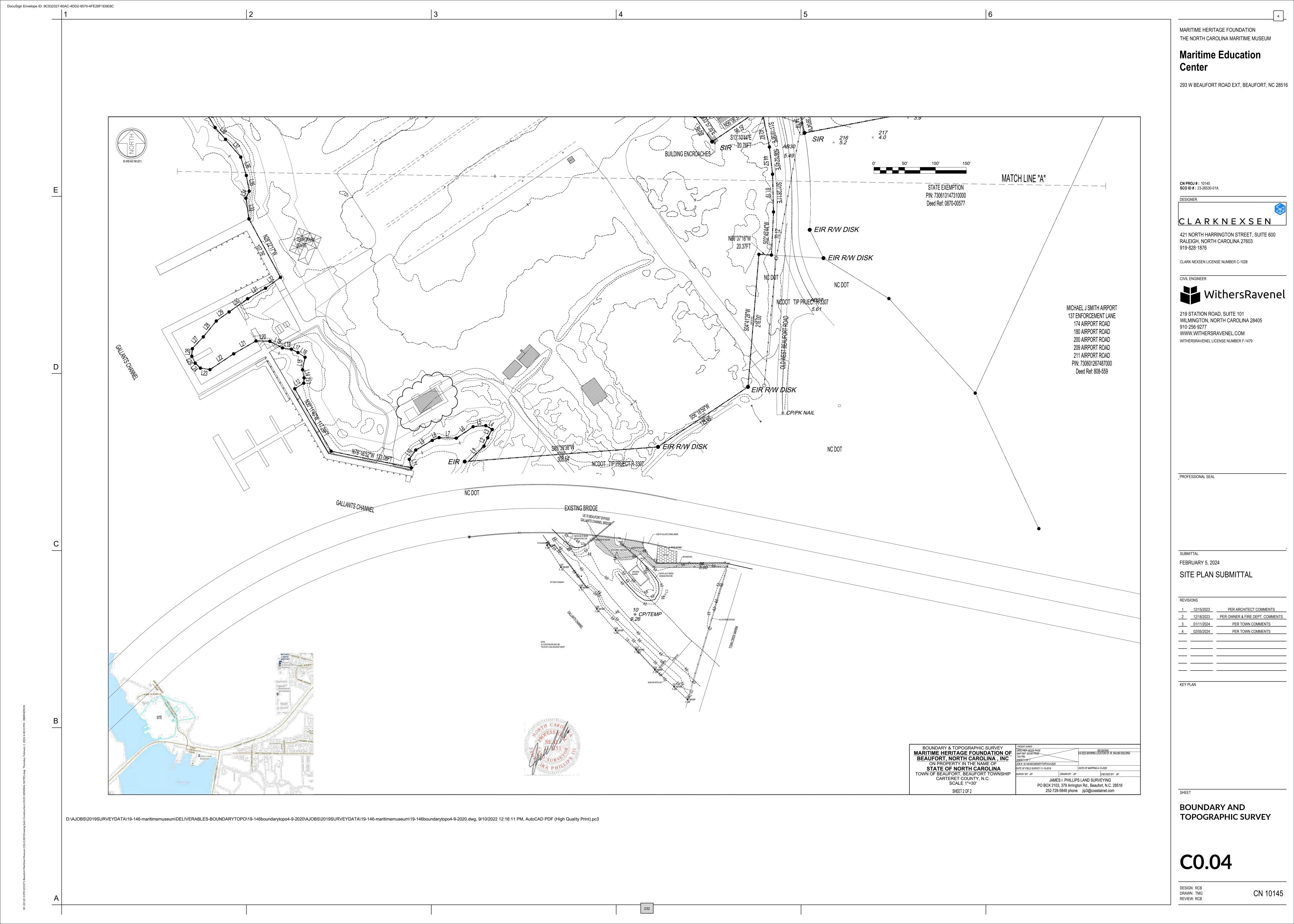
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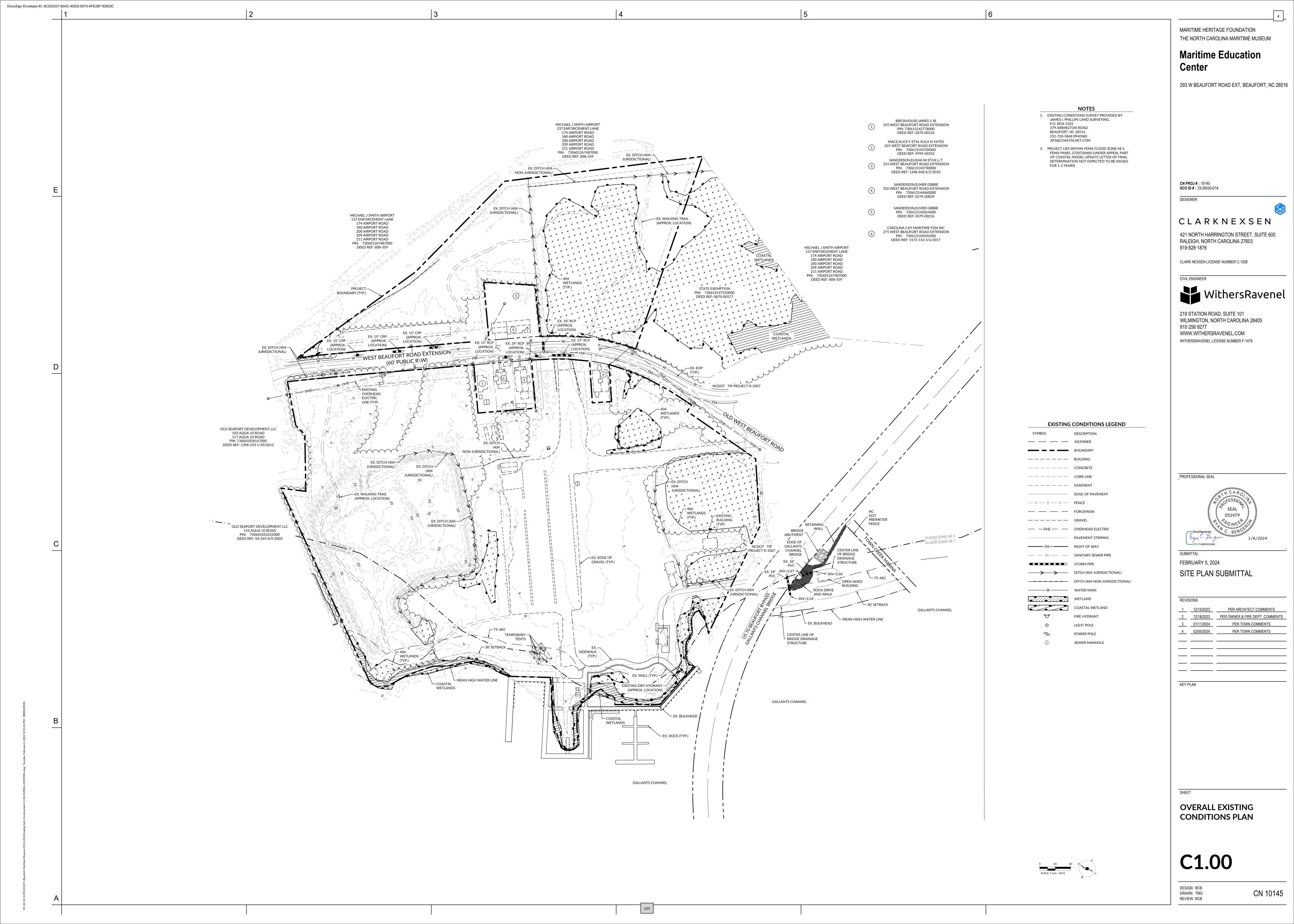
GENERAL NOTES

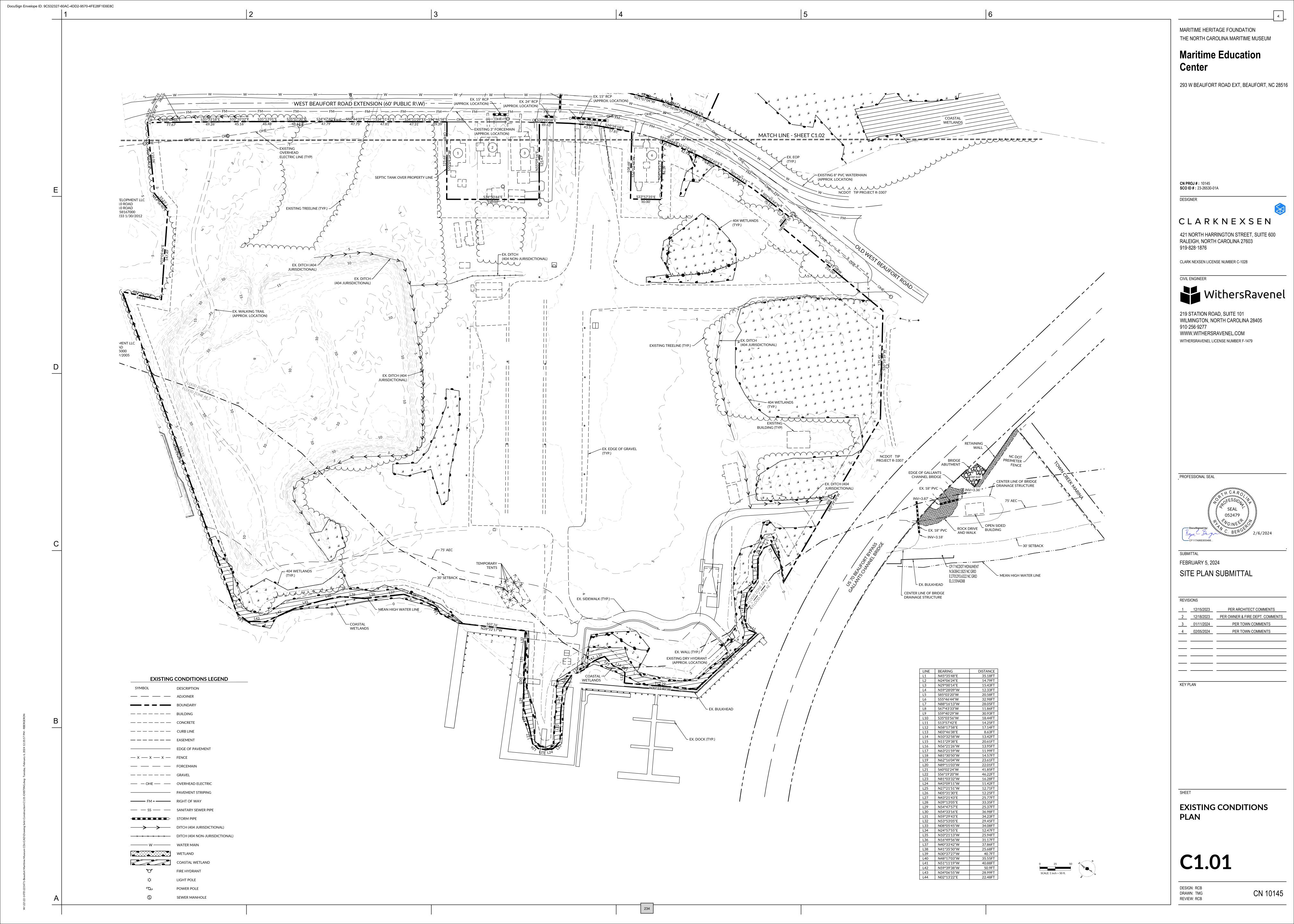
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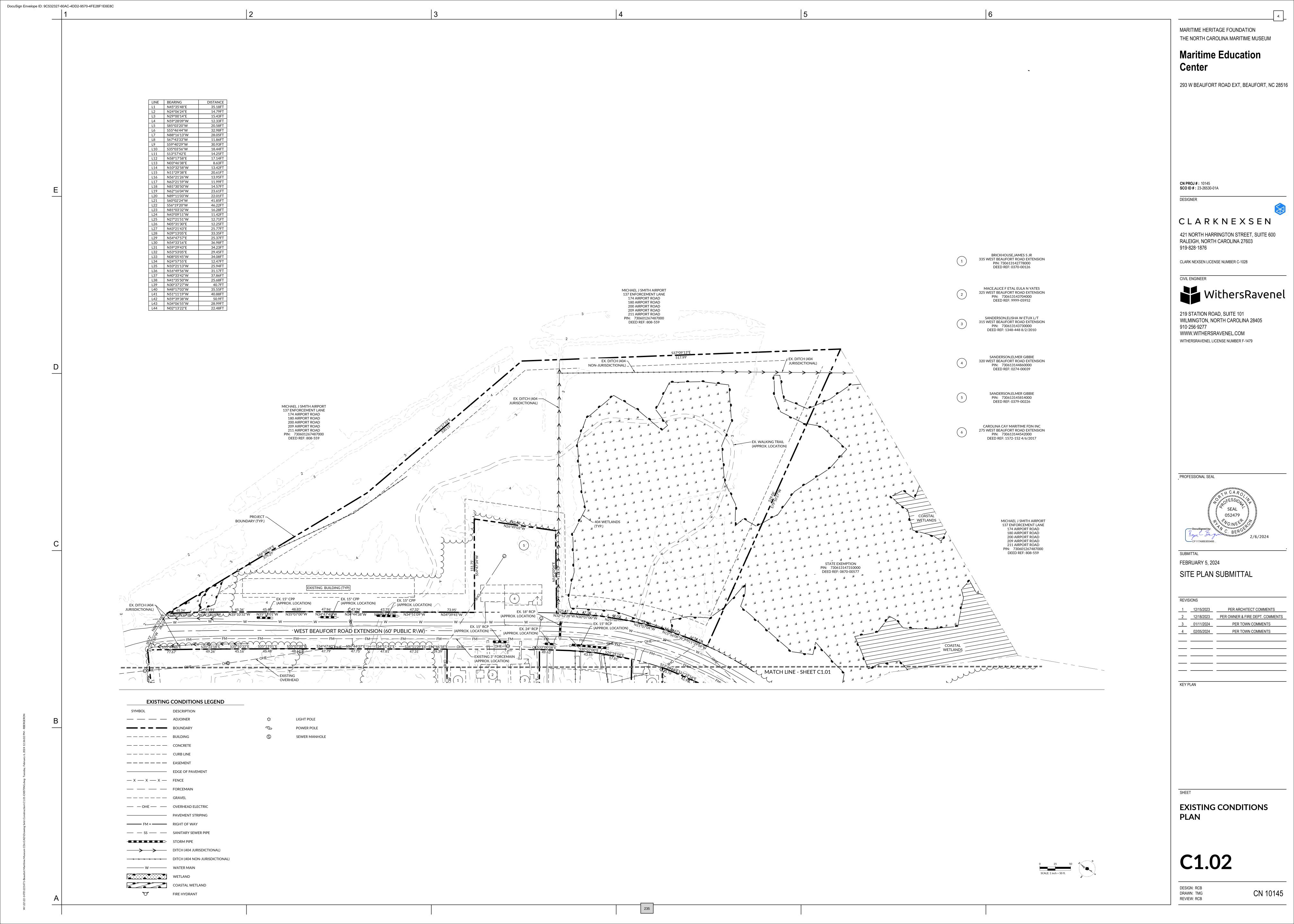
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DRAWN: TMG
REVIEW: RCR

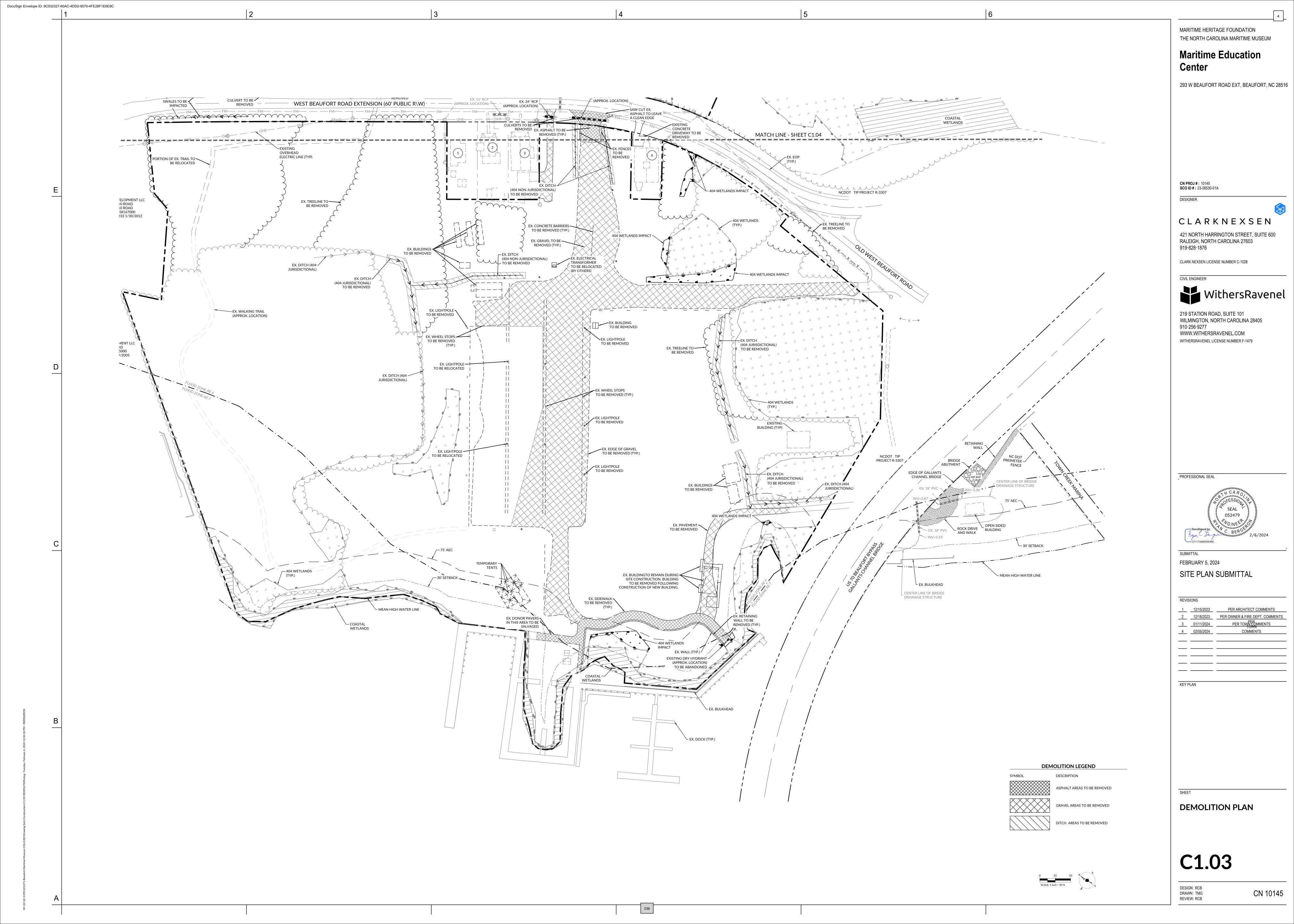


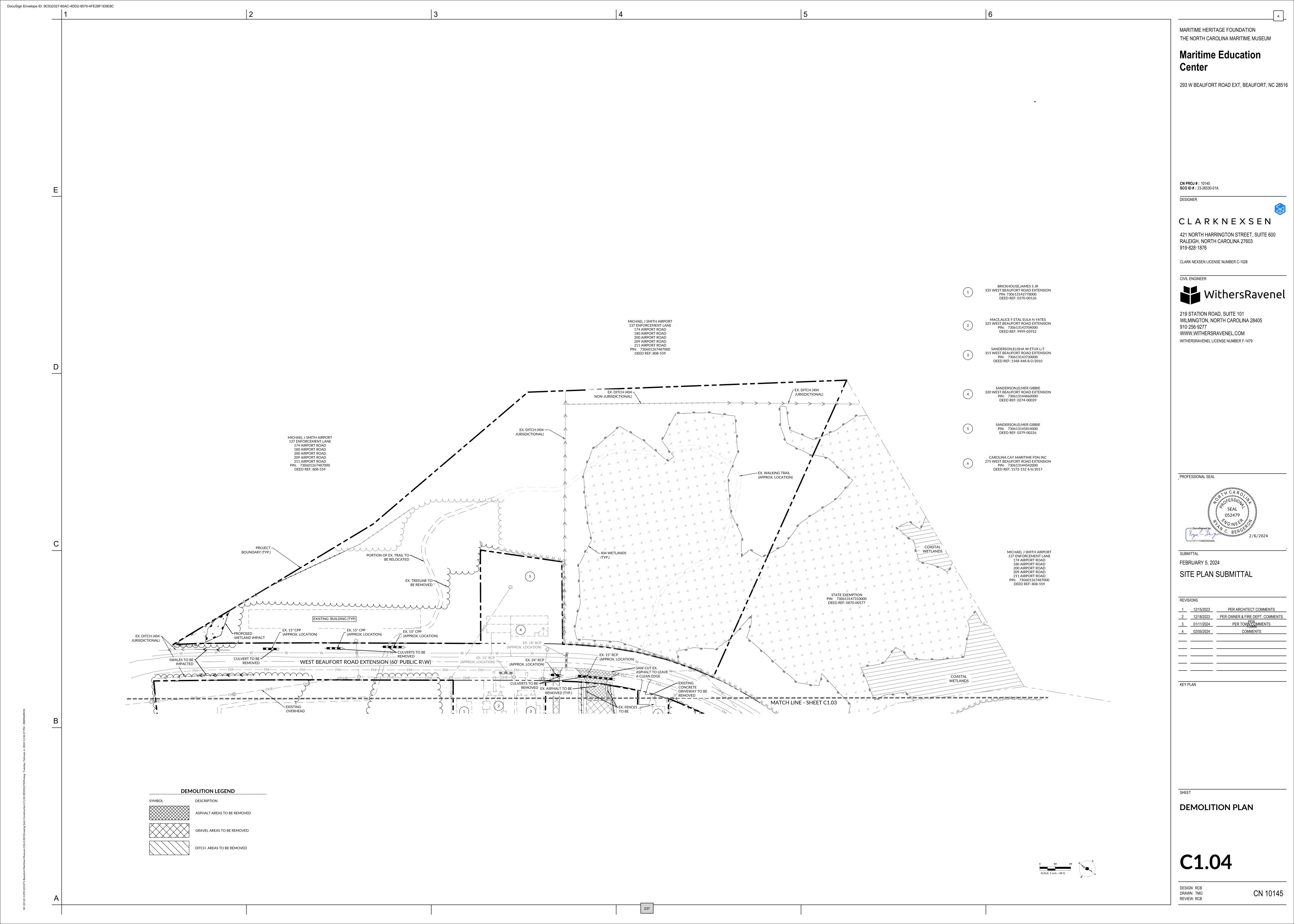


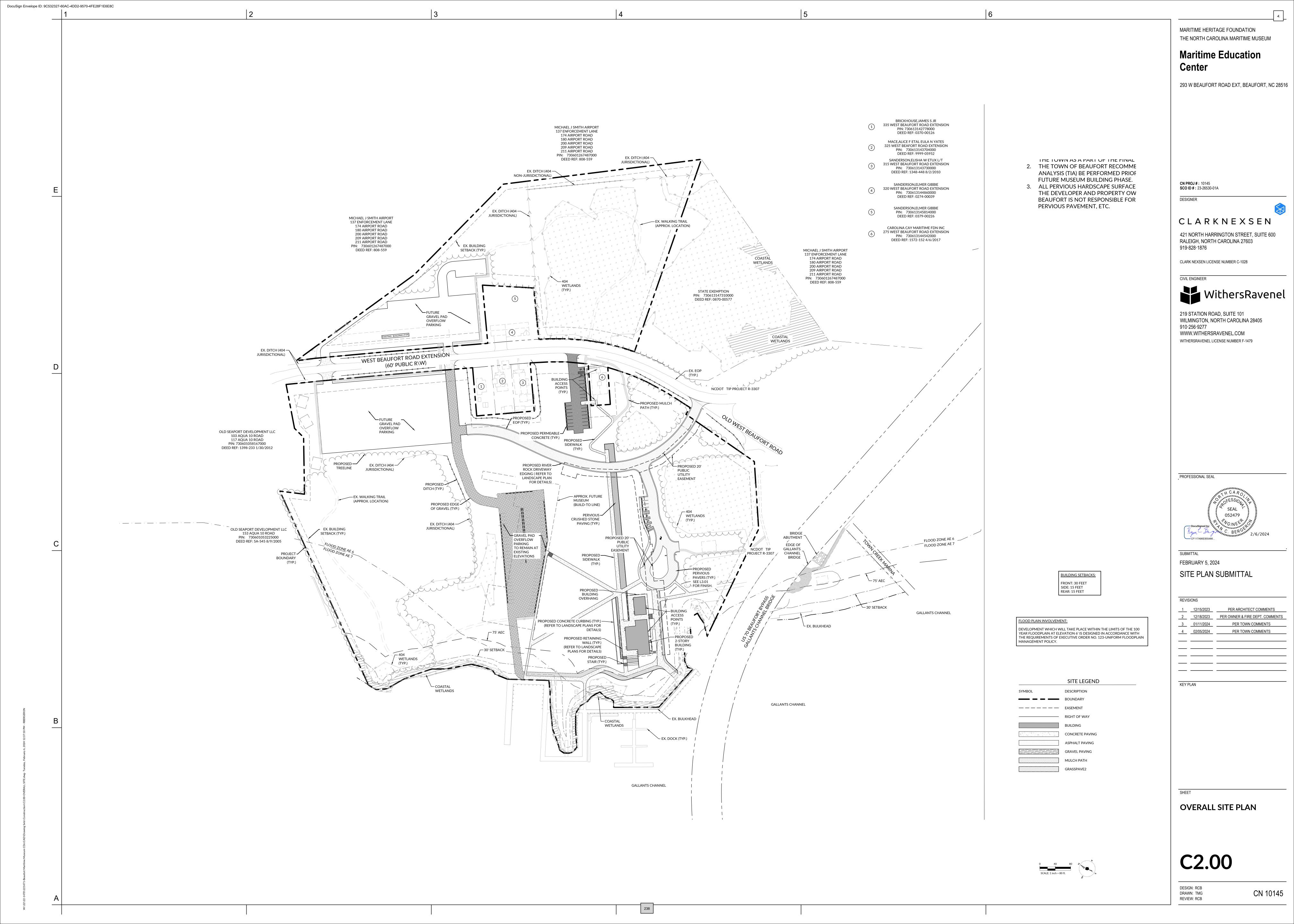


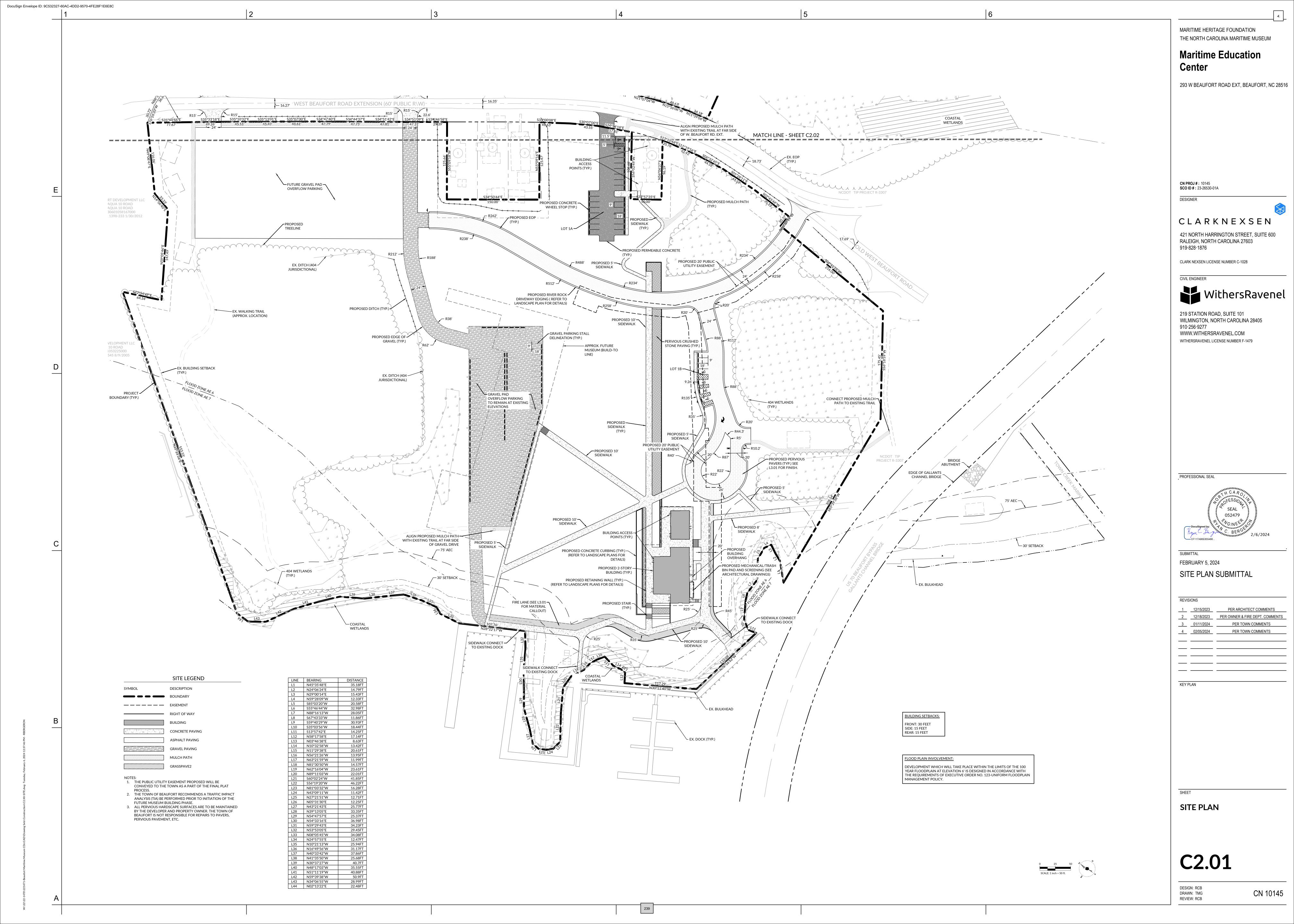


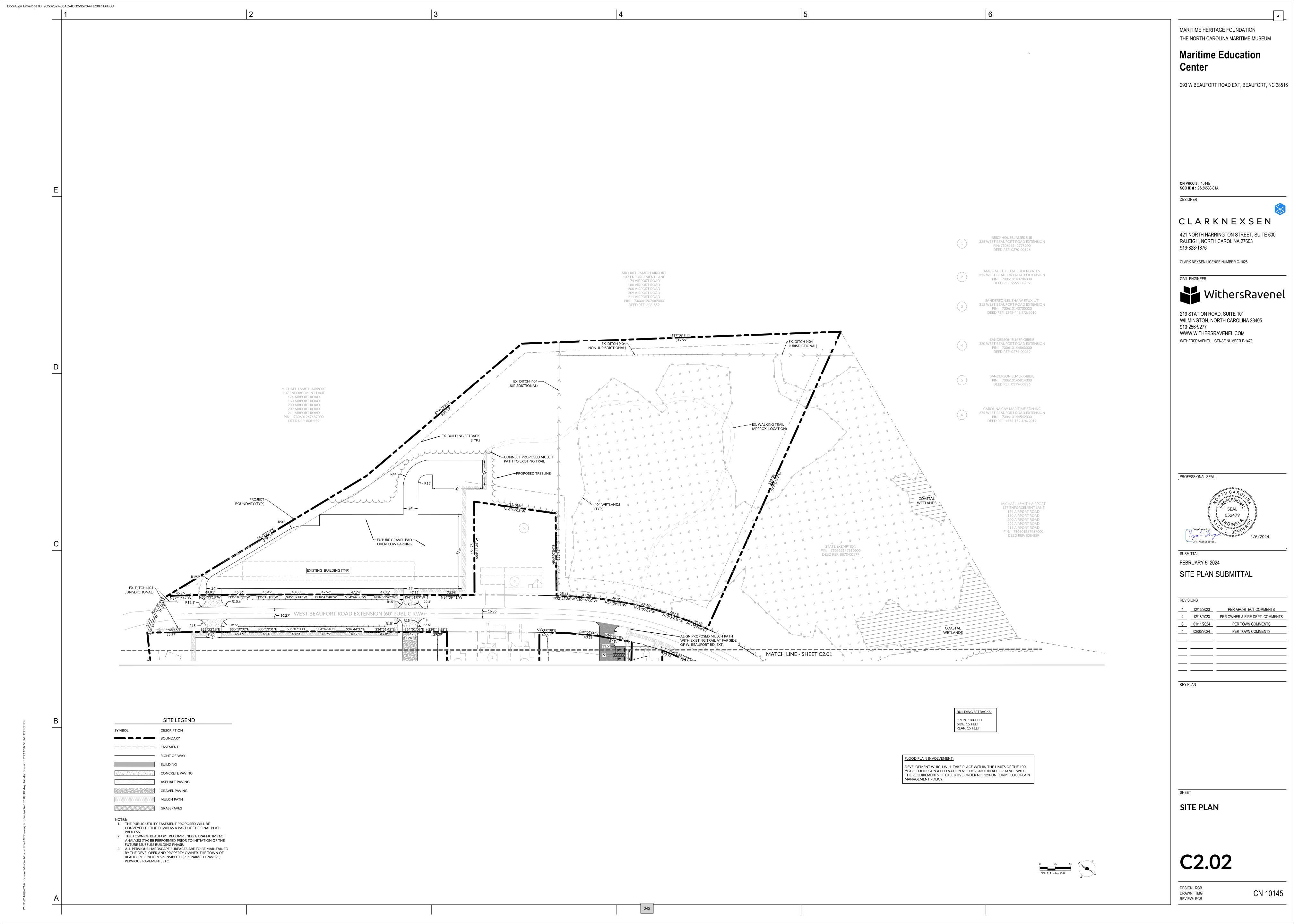


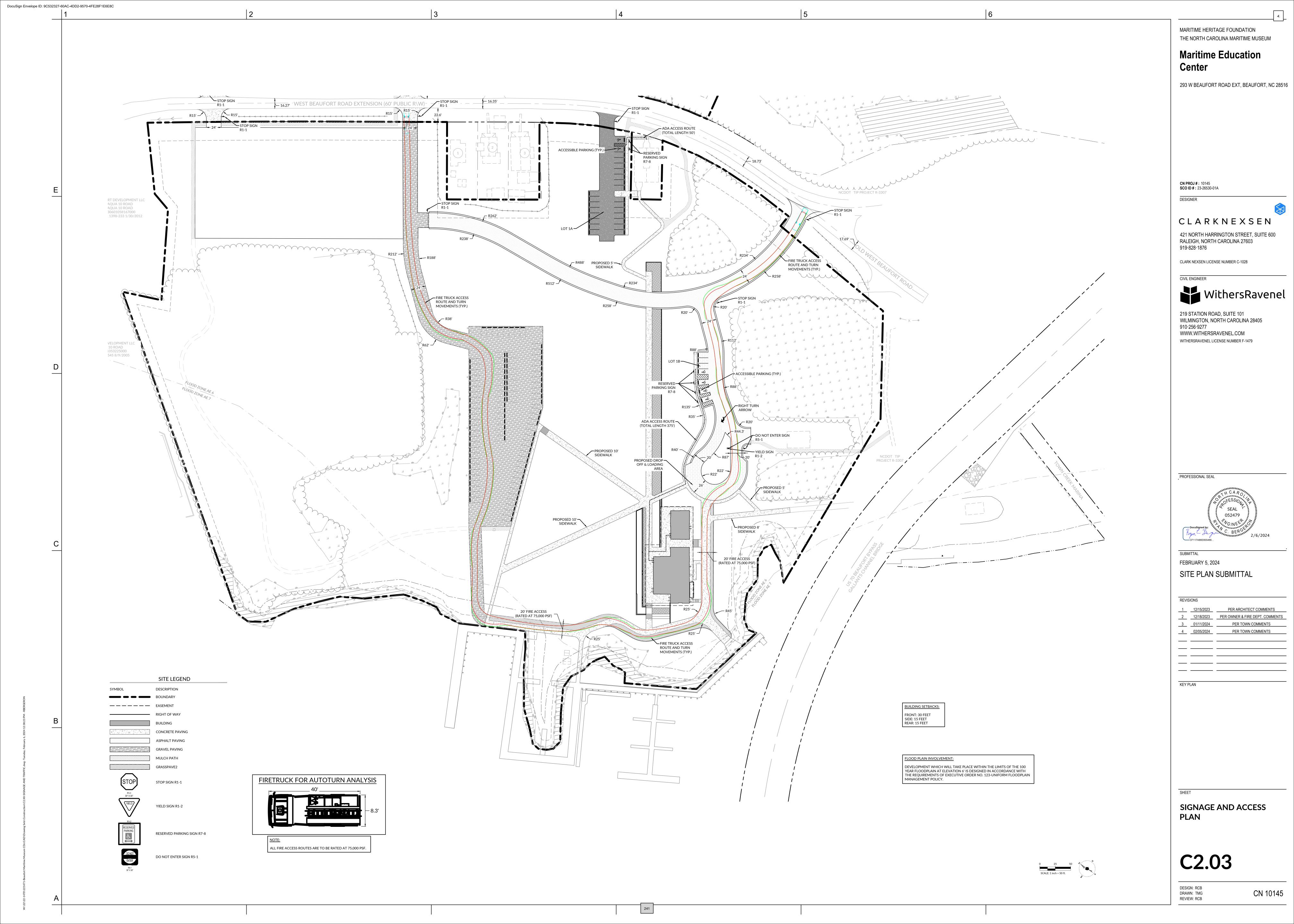


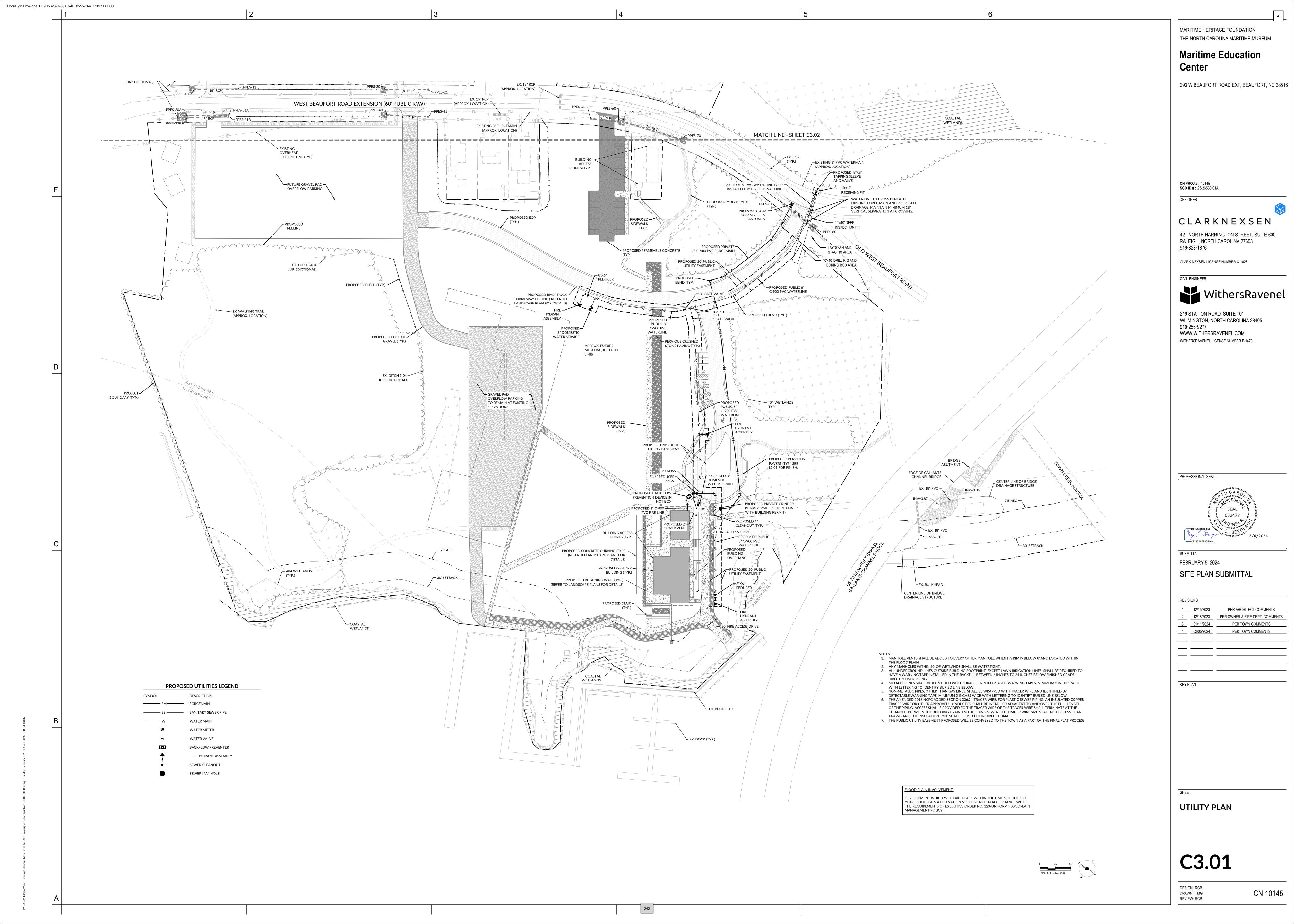


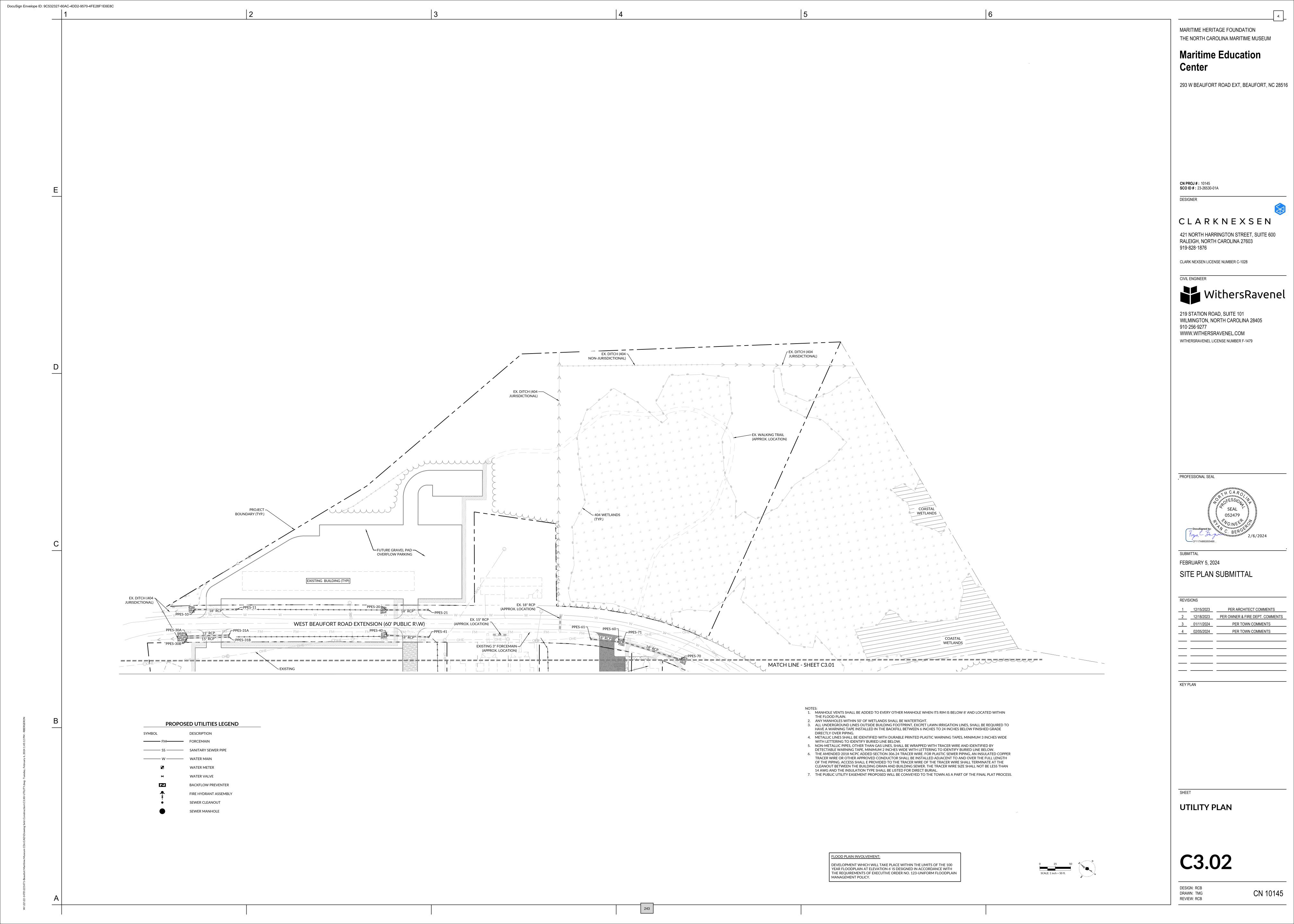


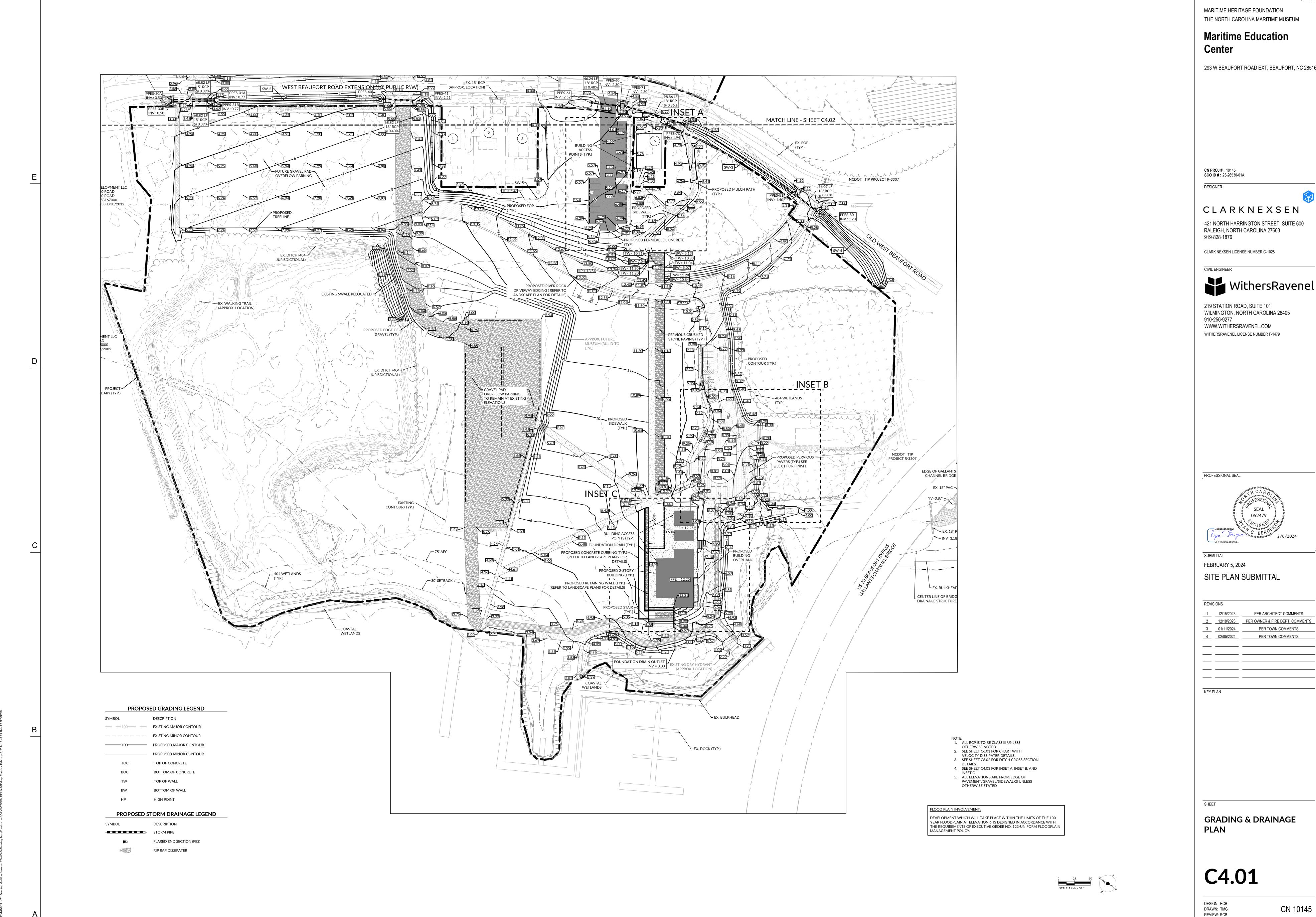




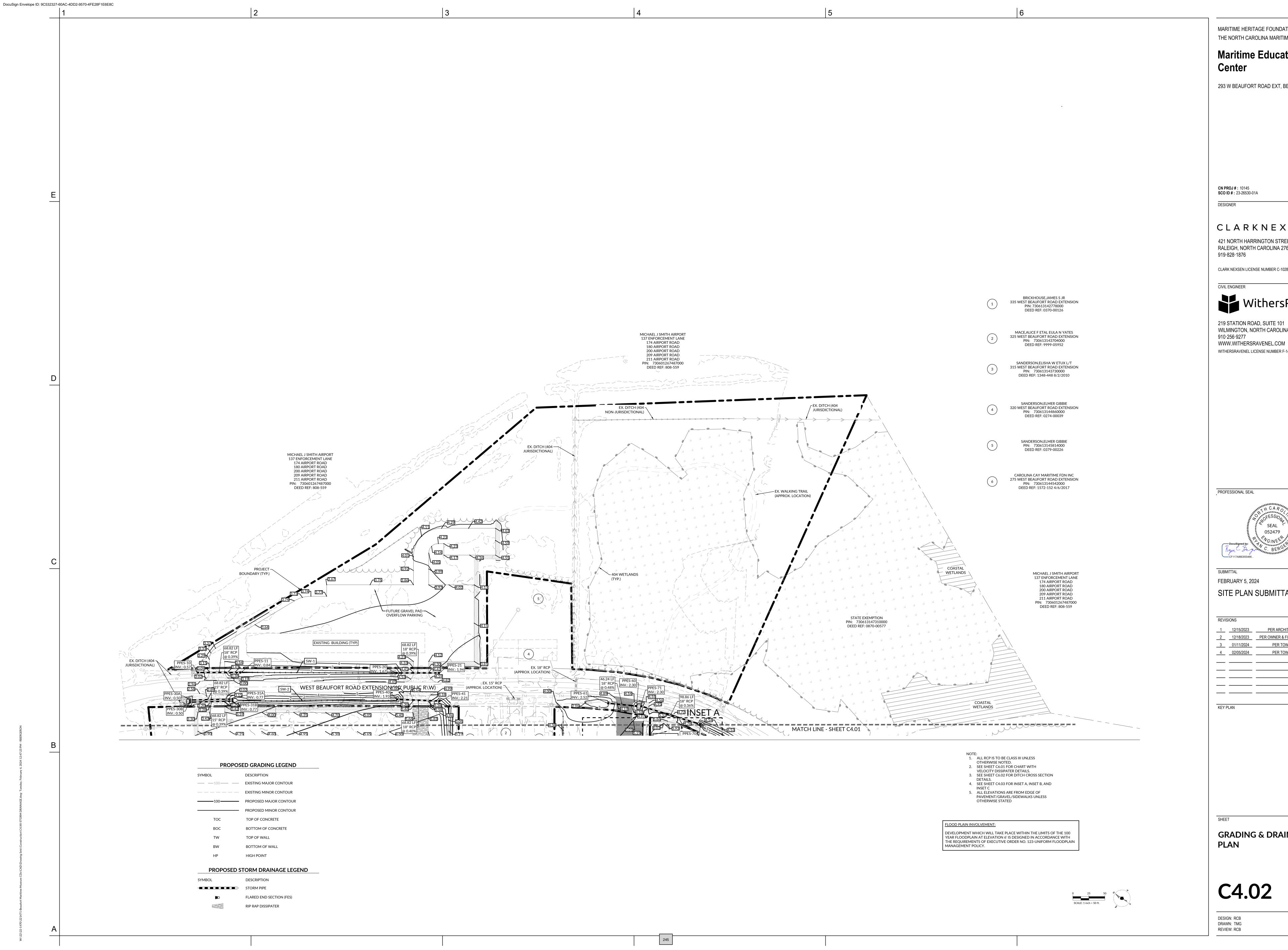








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MARITIME HERITAGE FOUNDATION THE NORTH CAROLINA MARITIME MUSEUM

**Maritime Education** 

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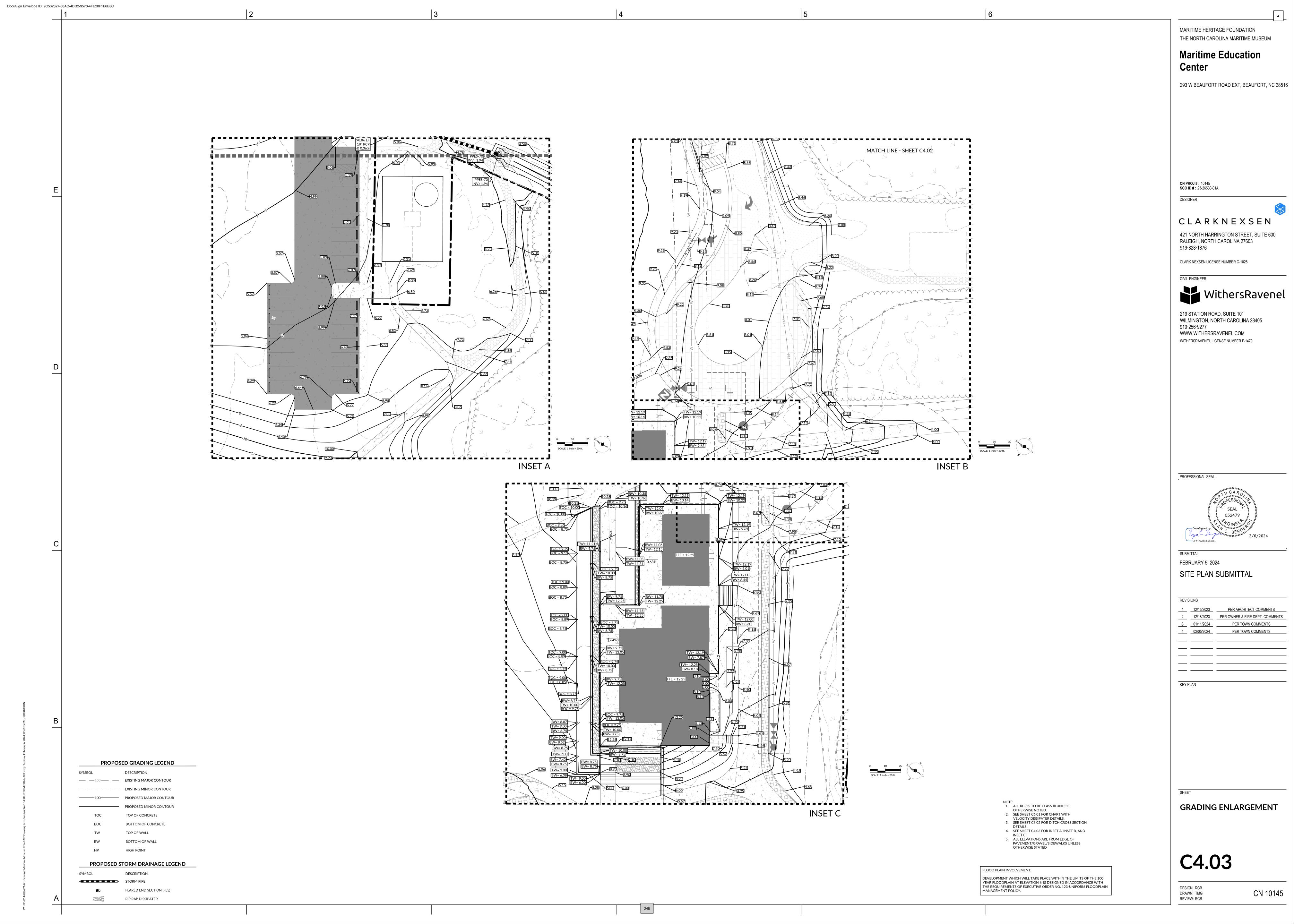
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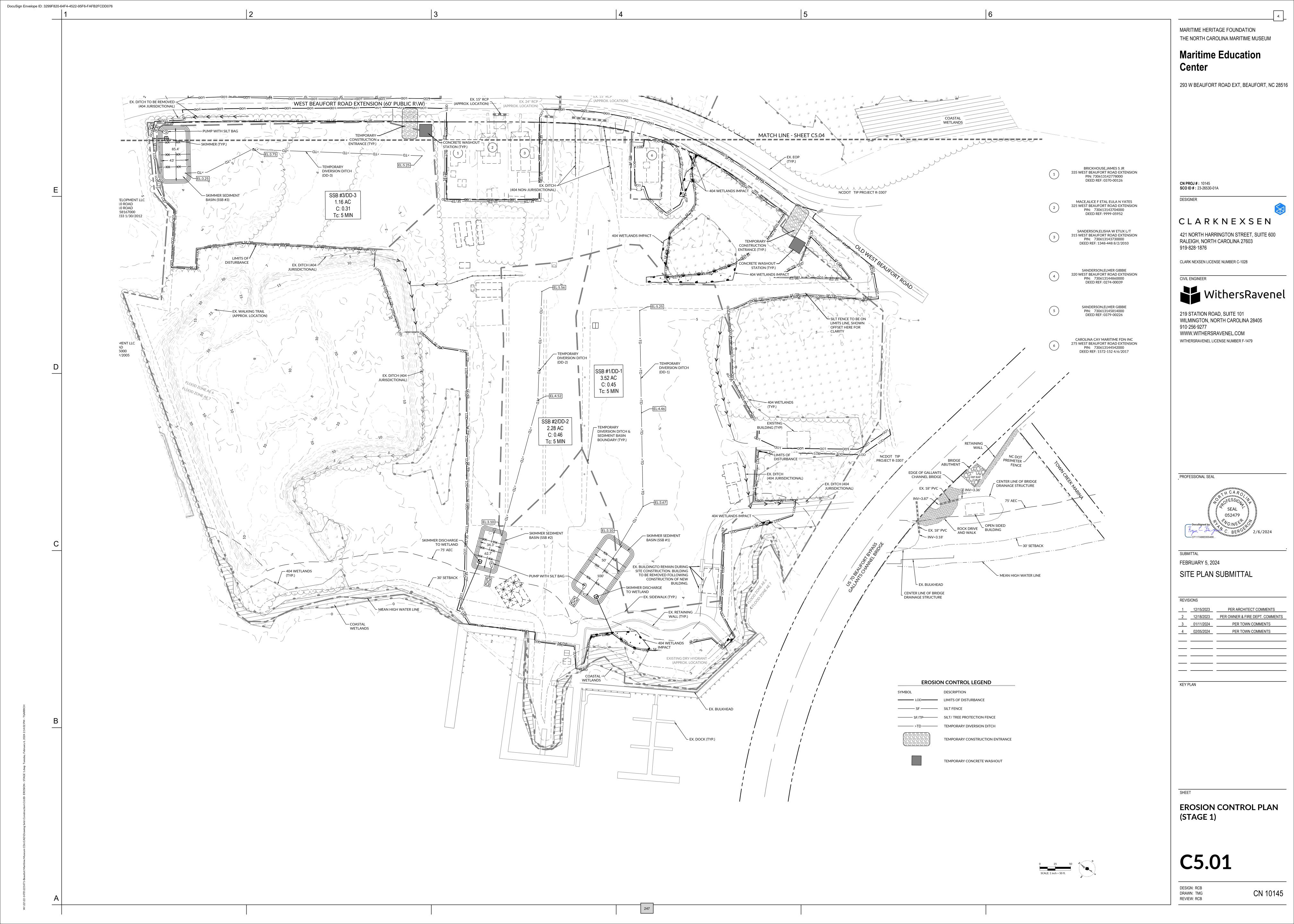


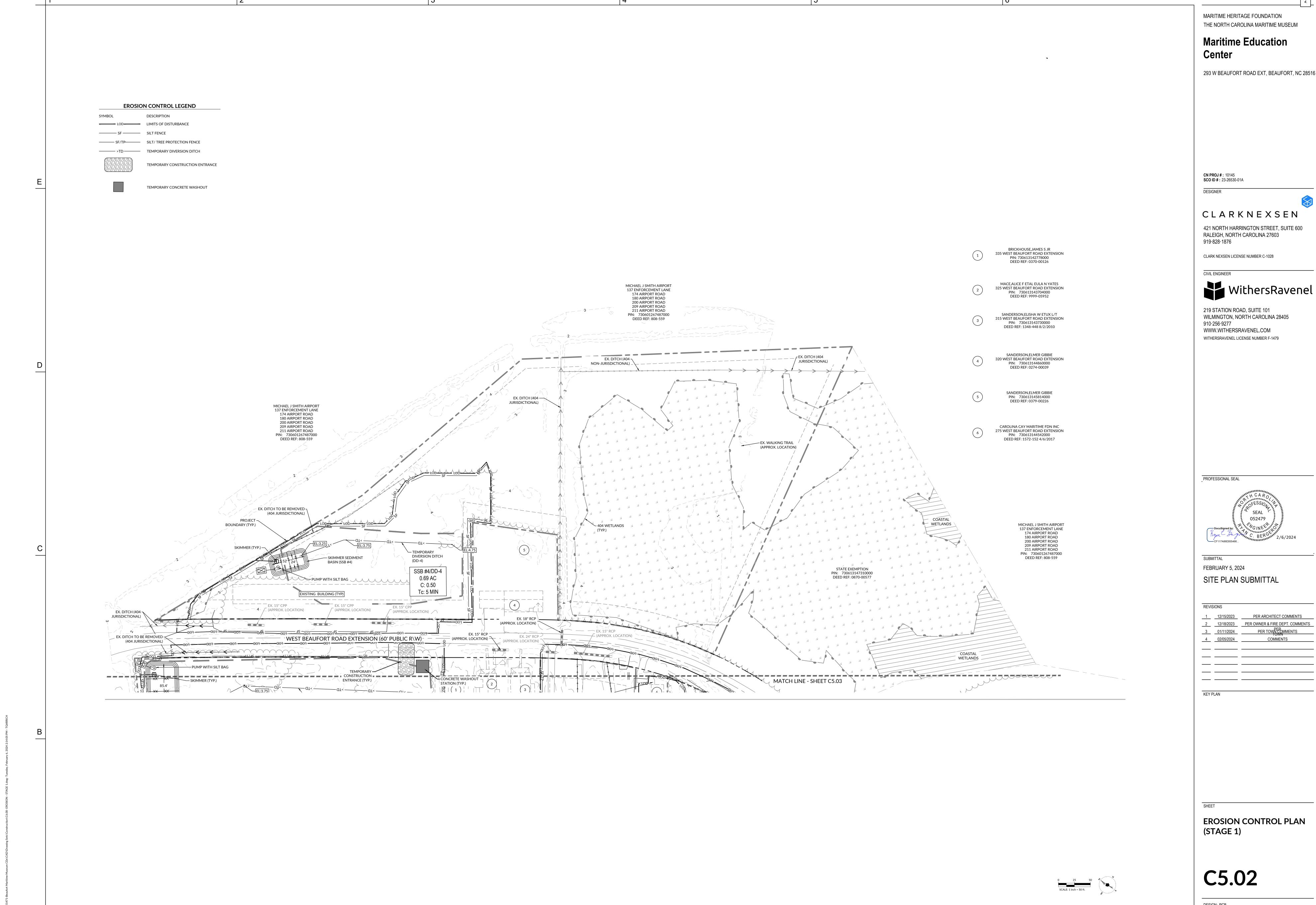
FEBRUARY 5, 2024 SITE PLAN SUBMITTAL

**GRADING & DRAINAGE PLAN** 

DESIGN: RCB DRAWN: TMG REVIEW: RCB

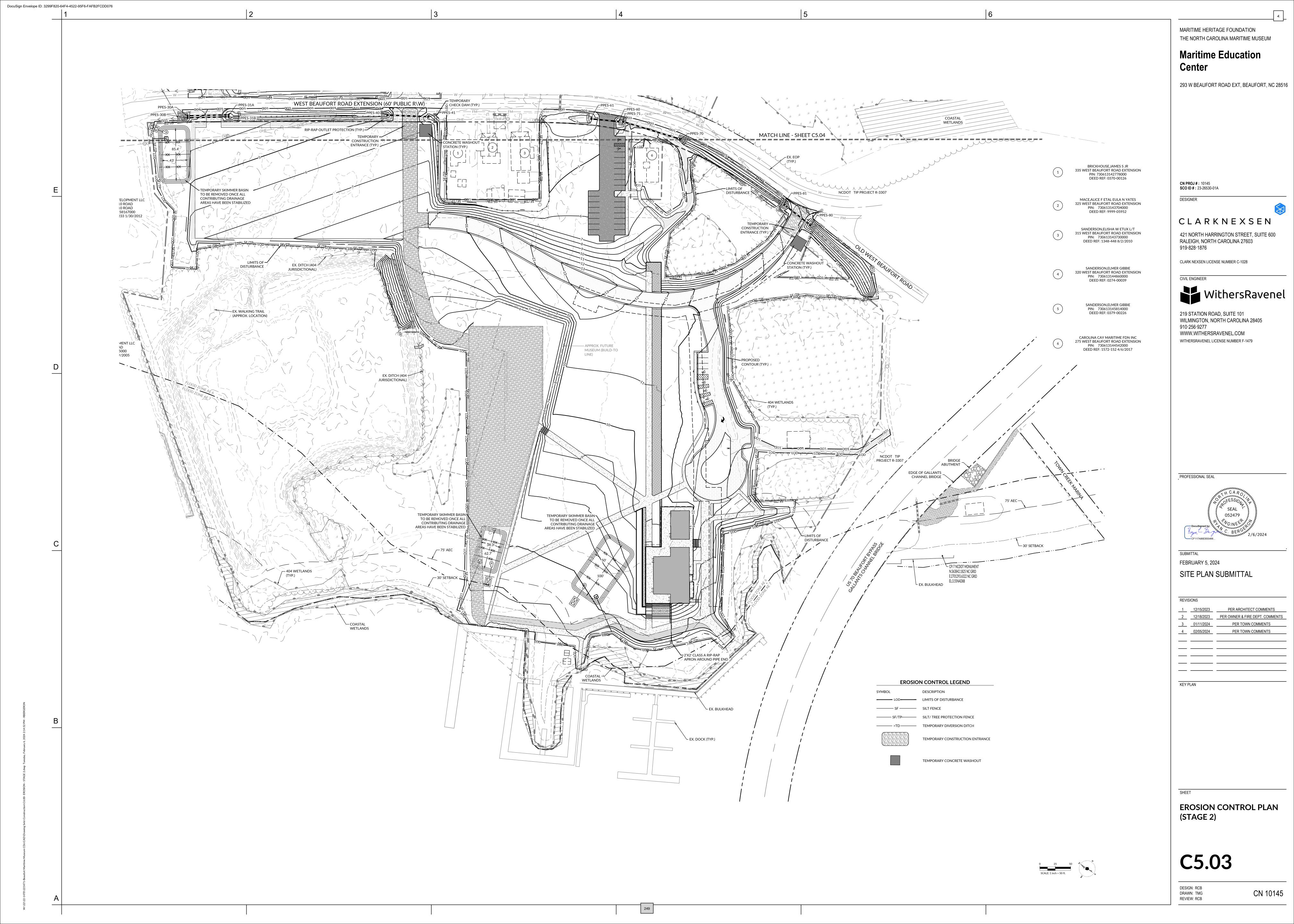


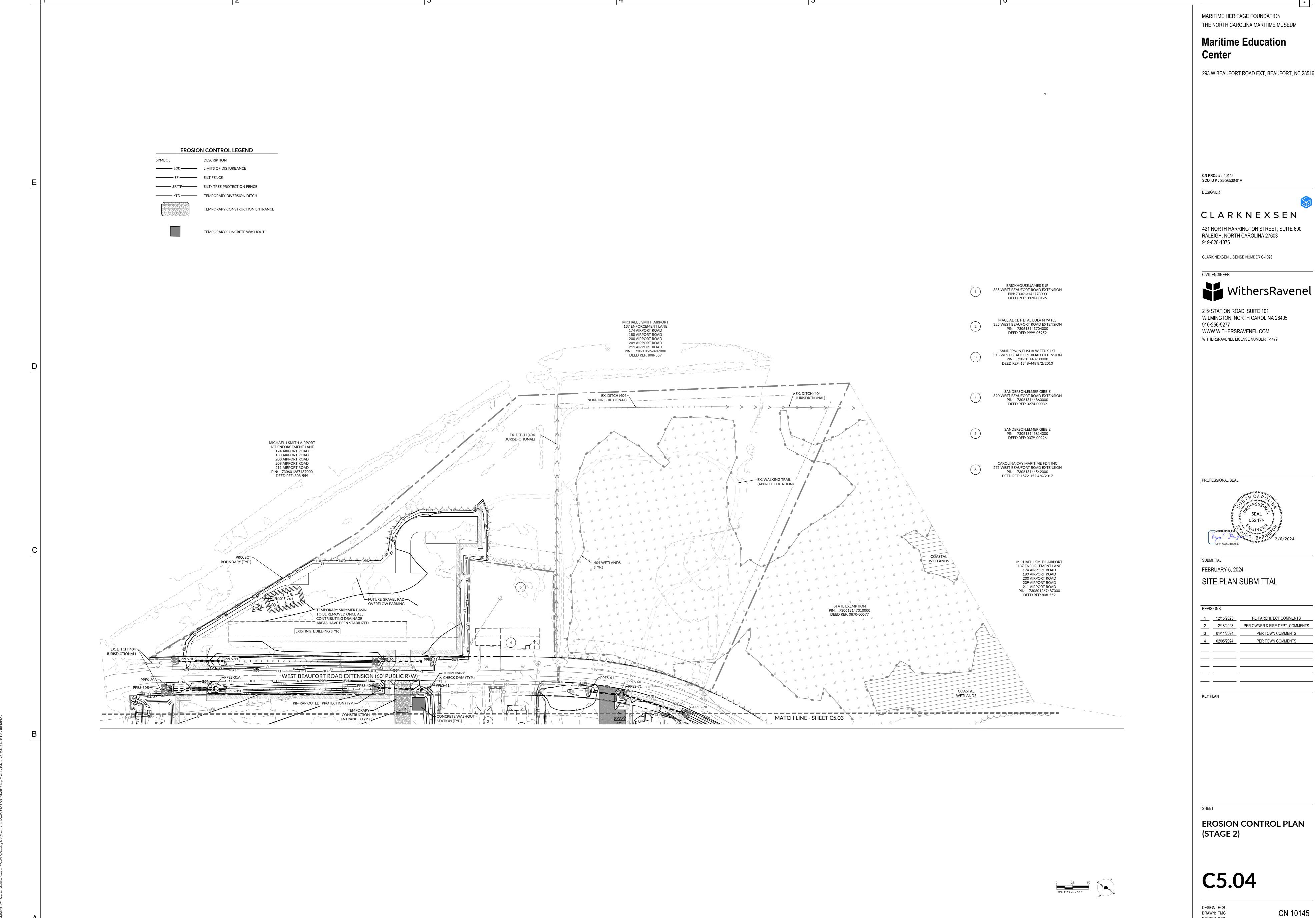




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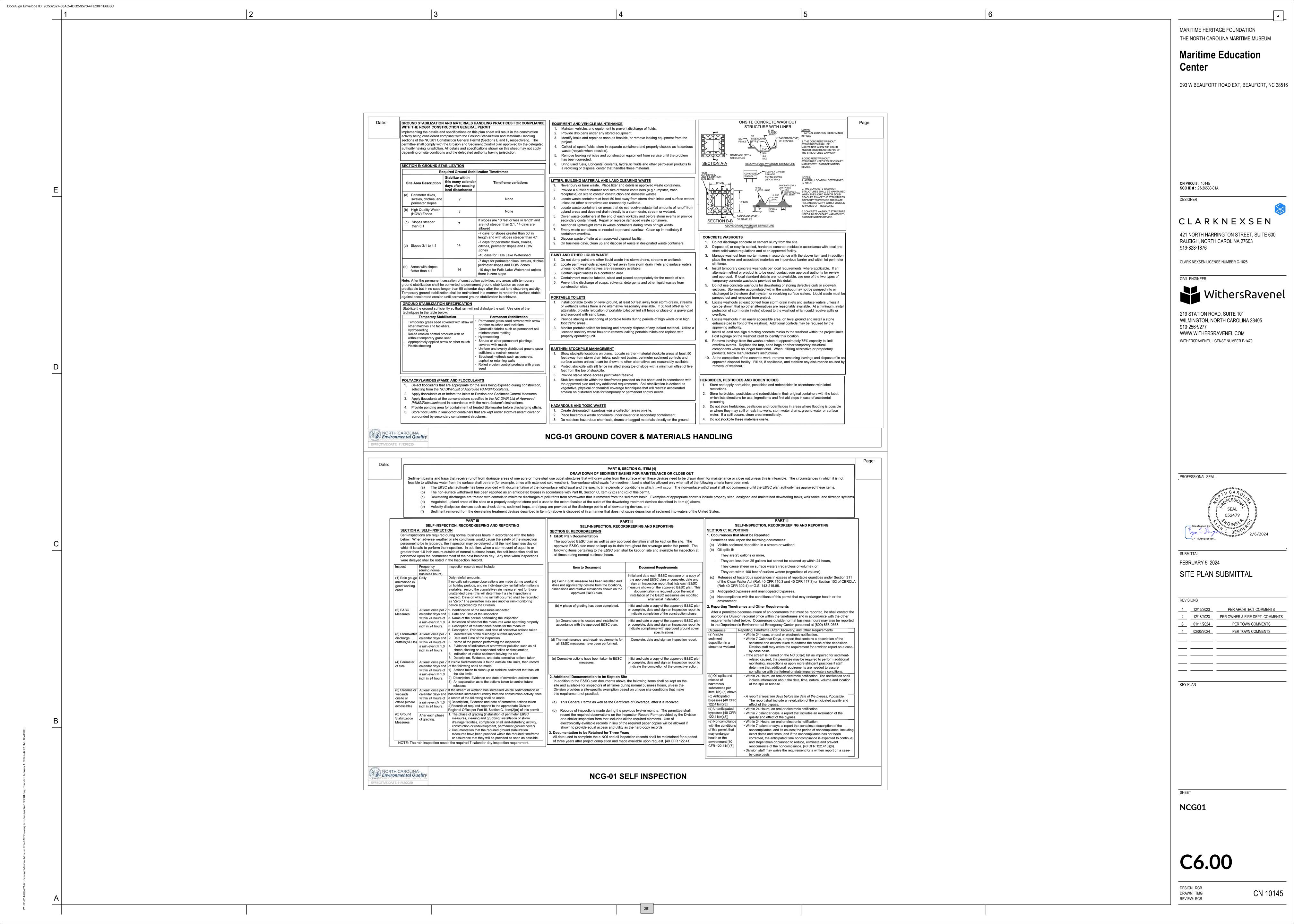
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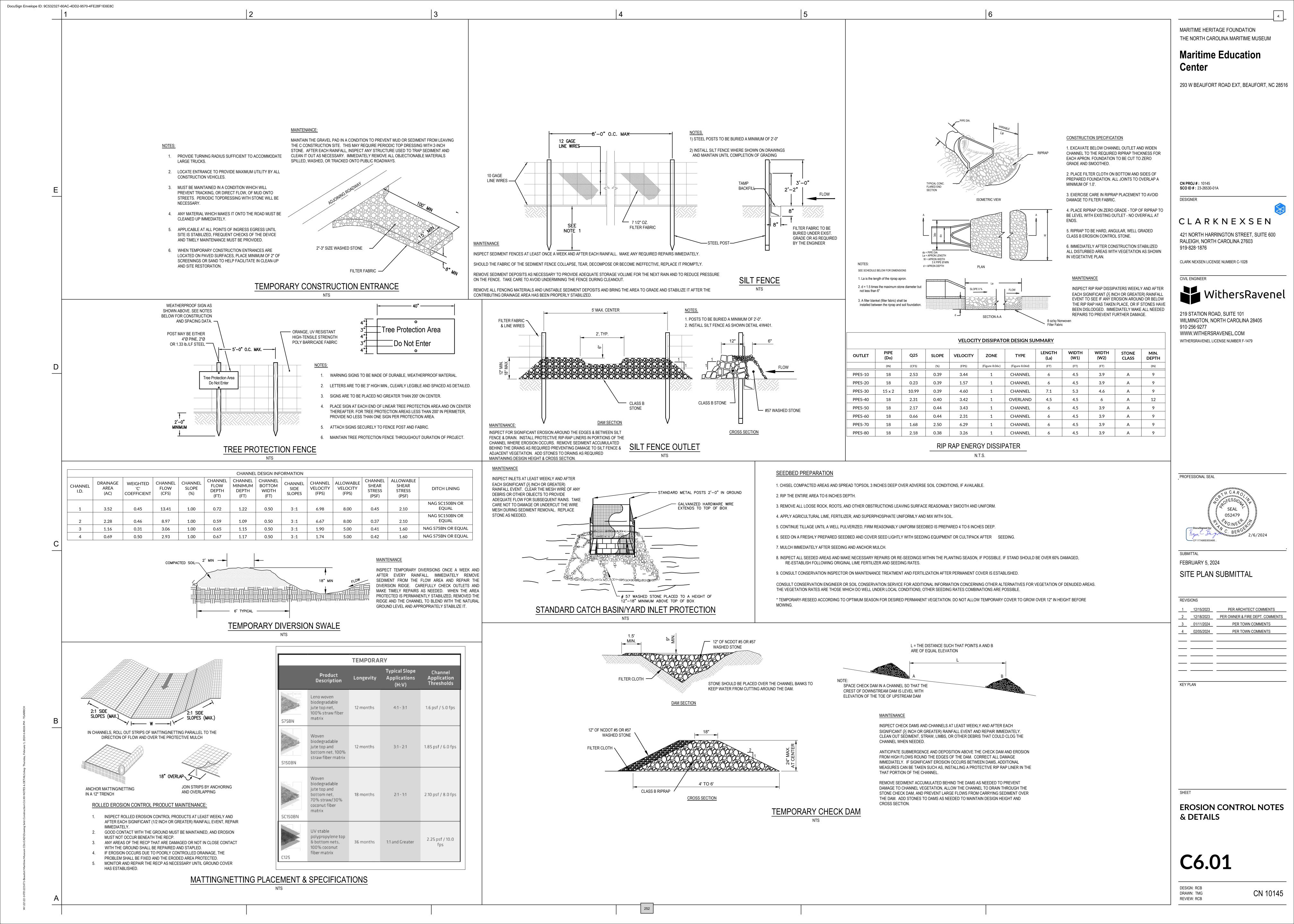




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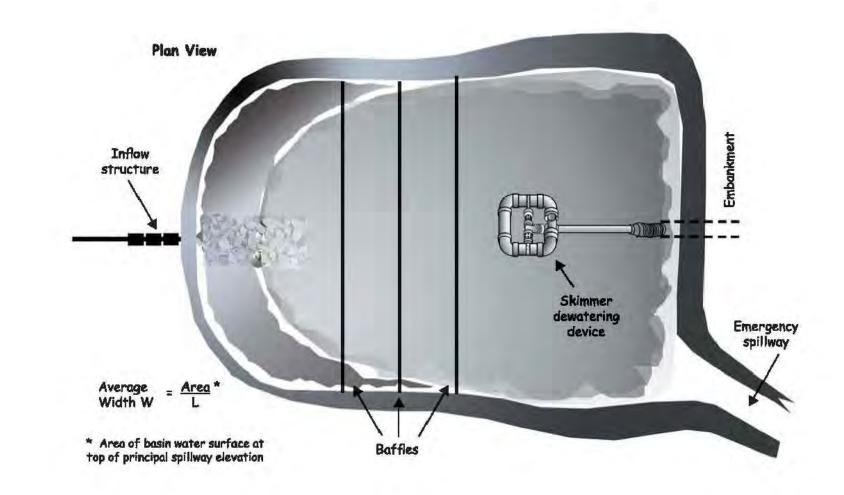
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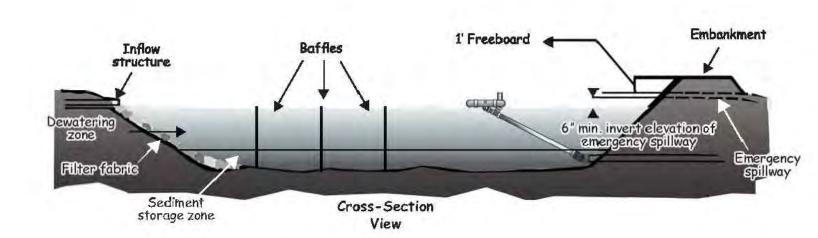




12' TRIANGULAR SWALE CROSS SECTION DETAIL

						PERMANEN	NT SWALE INFO	ORMATION					
CHANNEL I.D.	DRAINAGE AREA (AC)	WEIGHTED 'C' COEFFICIENT	CHANNEL FLOW (CFS)	CHANNEL SLOPE (%)	CHANNEL FLOW DEPTH (FT)	CHANNEL MINIMUM DEPTH (FT)	CHANNEL BOTTOM WIDTH (FT)	CHANNEL SIDE SLOPES	CHANNEL VELOCITY (FPS)	ALLOWABLE VELOCITY (FPS)	CHANNEL SHEAR STRESS (PSF)	ALLOWABLE SHEAR STRESS (PSF)	DITCH LINING
SW-1	0.48	0.62	2.53	1.00	0.72	1.22	0.00	3:1	1.32	8.00	0.45	2.10	NAG SC150BN OR EQUAL
SW-2	1.53	0.85	11.00	1.00	0.59	1.09	0.00	3:1	8.18	10.00	0.37	2.25	NAG C125BN OR EQUAL
SW-3	0.45	0.43	1.66	1.00	0.65	1.15	0.00	3:1	1.03	5.00	0.41	1.60	NAG S75BN OR EQUAL
SW-4	0.96	0.27	2.20	1.00	0.67	1.17	0.00	3:1	1.31	5.00	0.42	1.60	NAG S75BN OR EQUAL
SW-5	1.16	0.53	5.25	0.79	0.50	1.00	0.00	3:1	7.10	8.00	0.24	2.10	NAG SC150BN OR EQUAL





SKIMMER BASIN DETAIL

## SKIMMER BASIN MAINTENANCE:

INSPECT SKIMMER SEDIMENT BASINS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (ONE-HALF INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT ACCUMULATES TO ONE-HALF THE HEIGHT OF THE FIRST BAFFLE. PULL THE SKIMMER TO ONE SIDE SO THAT THE SEDIMENT UNDERNEATH IT CAN BE EXCAVATED. EXCAVATE THE SEDIMENT FROM THE ENTIRE BASIN, NOT JUST AROUND THE SKIMMER OR THE FIRST CELL. MAKE SURE VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER.

REPAIR THE BAFFLES IF THEY ARE DAMAGED. RE-ANCHOR THE BAFFLES IF WATER IS FLOWING UNDERNEATH OR AROUND THEM.

IF THE SKIMMER IS CLOGGED WITH TRASH AND THERE IS WATER IN THE BASIN, USUALLY JERKING ON THE ROPE WILL MAKE THE SKIMMER BOB UP AND DOWN AND DISLODGE THE DEBRIS AND RESTORE FLOW. IF THIS DOES NOT WORK, PULL THE SKIMMER OVER TO THE SIDE OF THE BASIN AND REMOVE THE DEBRIS. ALSO CHECK THE ORIFICE INSIDE THE SKIMMER TO SEE IF IT IS CLOGGED; IF SO REMOVE THE DEBRIS.

IF THE SKIMMER ARM OR BARREL PIPE IS CLOGGED, THE ORIFICE CAN BE REMOVED AND THE OBSTRUCTION CLEARED WITH A PLUMBER'S SNAKE OR BY FLUSHING WITH WATER. BE SURE AND REPLACE THE ORIFICE BEFORE REPOSITIONING THE SKIMMER.

CHECK THE FABRIC LINED SPILLWAY FOR DAMAGE AND MAKE ANY REQUIRED REPAIRS WITH FABRIC THAT SPANS THE FULL WIDTH OF THE SPILLWAY. CHECK THE EMBANKMENT, SPILLWAYS, AND OUTLET FOR EROSION DAMAGE, AND INSPECT THE EMBANKMENT FOR PIPING AND SETTLEMENT. MAKE ALL NECESSARY REPAIRS IMMEDIATELY. REMOVE ALL TRASH AND OTHER DEBRIS FROM THE SKIMMER AND POOL AREAS.

FREEZING WEATHER CAN RESULT IN ICE FORMING IN THE BASIN. SOME SPECIAL PRECAUTIONS SHOULD BE TAKEN IN THE WINTER TO PREVENT THE SKIMMER FROM PLUGGING WITH ICE.

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						Ţ	EMPORAI	RY SKIMME	R BASIN AN	ND ORIFICE	DESIGN SUM	MARY					
	BASIN	TYPE	DRAINAGE AREA	DISTURBED AREA	C VALUE	PEAK FLOW	DEPTH	LENGTH	WIDTH	WEIR LENGTH	VOLUME REQUIRED	VOLUME PROVIDED	SURFACE AREA REQUIRED	SURFACE AREA PROVIDED	SKIMMER SIZE	ORIFICE SIZE	Dewatering Time
			(AC)	(AC)		(CFS)	(FT)	(FT)	(FT)	(FT)	(CF)	(CF)	(SF)	(SF)	(IN)	(IN)	(DAYS)
	SSB #1	SKIMMER	2.92	2.32	0.44	10.87	4.0	100.0	50.0	10	4,176	9,928	4,727	5,547	2.5	1.75	3.07
	SSB #2	SKIMMER	2.28	2.00	0.41	7.98	4.5	62.7	34.3	8	3,600	5,675	3,473	5,250	2.0	1.5	2.67
	SSB #3	SKIMMER	1.15	0.42	0.50	4.88	4.0	85.4	43.0	5	756	4,309	2,124	2,542	1.5	1.5	2.34
	SSB #4	SKIMMER	0.69	0.69	0.50	2.93	4.3	52.0	24.0	3	1,242	3,074	1,274	1,712	1.5	1	3.76

1. ALL SIDE SLOPES OF THE SKIMMER BASIN ARE TO BE AT 3:1 GRADE AND SHALL BE STABILIZED WITHIN 7 DAYS.

2. SEE EROSION CONTROL DETAILS FOR MORE INFORMATION.

Extend 9 gauge wire to basin side or install T-post to anchor Drape baffle material over wire strand and baffle to side of basin and secure to vertical post secure with plastic ties at posts and on wire every 12' 9 Gauge Min High \_\_\_\_\_ Tension Wire Strand Shall Be Secured To Post To Support Baffle Material 12" staples at 12" maximum spacing. Baffle Material \_\_\_\_ \* If the temporary sediment basin will be converted to a permanent stormwater basin of greater depth, the baffle height should be based on the pool depth during use as a temporary sediment basin. Note: Install three (3) coir fiber baffles in basins at drainage outlets with a spacing of 1/4 the 2'-0" Depth basin length. Two (2) coir fiber baffles can be Baffle Material should be secured to the bottom installed in the basins less than 20 ft. in length and sides of basin using 12" landscape staples with a spacing of 1/3 the basin length.

## MAINTENANCE

INSPECT BAFFLES AT LEAST WEEKLY AND AFTER EACH RAINFALL EVENT. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.

BE SURE TO MAINTAIN ACCESS TO THE BAFFLES. SHOULD THE FABRIC OF A BAFFLE COLLAPSE, TEAR, DECOMPOSE, OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY.

REMOVE SEDIMENT DEPOSITS WHEN IT REACHES HALF FULL TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE BAFFLES. TAKE CARE TO AVOID DAMAGING THE BAFFLES DURING CLEANOUT. SEDIMENT DEPTH

SHOULD NEVER EXCEED HALF THE DESIGNED STORAGE DEPTH. AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, REMOVE ALL BAFFLE MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE, AND STABILIZE

## CONSTRUCTION SPECIFICATION

1. GRADE THE BASIN SO THAT THE BOTTOM IS LEVEL FRONT TO BACK AND SIDE

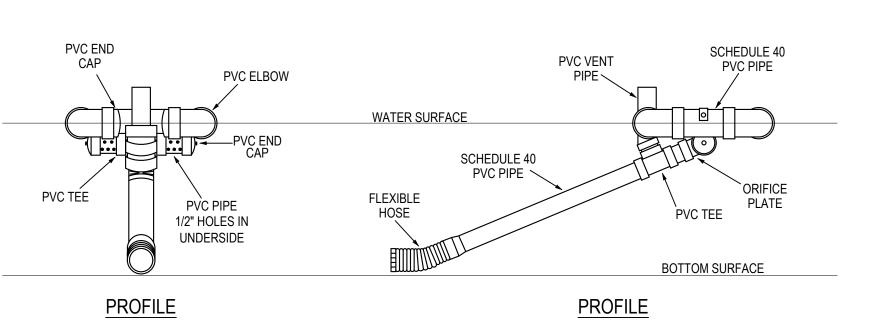
 INSTALL POSTS OR SAW HORSES ACROSS THE WIDTH OF THE SEDIMENT TRAP.
 STEEL POSTS SHOULD BE DRIVEN TO A DEPTH OF 24 INCHES, SPACED AT A MAXIMUM OF 4 FEET APART, AND INSTALLED UP THE SIDES OF THE BASIN AS WELL. THE TOP OF THE FABRIC SHOULD BE 6 INCHES HIGHER THAN THE INVERT OF THE SPILLWAY. TOPS OF BAFFLES SHOULD BE 2 INCHES LOWER THAN THE TOP OF THE BERM.

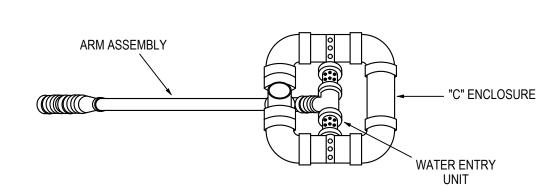
4. INSTALL AT LEAST THREE ROWS OF BAFFLES BETWEEN THE INLET AND OUTLET DISCHARGE POINT. 5. WHEN USING POSTS, ADD A SUPPORT WIRE OR ROPE ACROSS THE TOP OF THE MEASURE TO PREVENT SAGGING. 6. WRAP POROUS MATERIAL, LIKE JUTE BACKED BY COIR MATERIAL, OVER A

SAWHORSE OR THE TOP WIRE. HAMMER REBAR INTO THE SAWHORSE LEGS FOR ANCHORING. THE FABRIC SHOULD HAVE FIVE TO TEN PERCENT OPENINGS IN THE WEAVE. ATTACH FABRIC TO A ROPE AND A SUPPORT STRUCTURE WITH ZIP TIES, WIRE, OR STAPLES. 7. THE BOTTOM AND SIDES OF THE FABRIC SHOULD BE ANCHORED IN A TRENCH OR PINNED WITH 8 INCH EROSION CONTROL MATTING STAPLES.

8. DO NOT SPLICE THE FABRIC, BUT USE A CONTINUOUS PIECE ACROSS THE

## POROUS BAFFLE INSTALLATION DETAIL





FAIRCLOTH SKIMMER DETAIL

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## **Maritime Education** Center

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PROFESSIONAL SEAL



FEBRUARY 5, 2024

SITE PLAN SUBMITTAL

REVISIONS

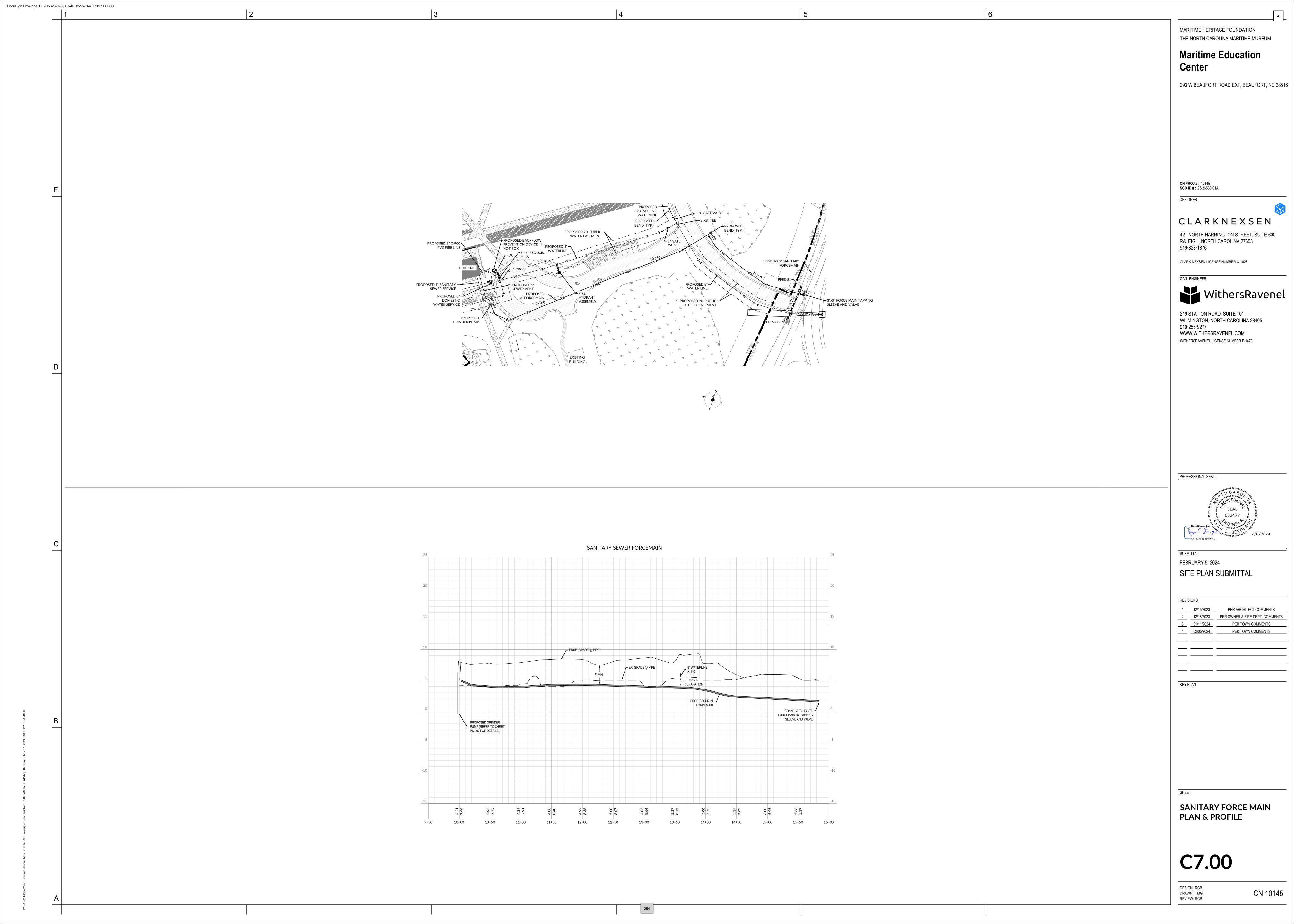
_1_	<u>12/15/2023</u>	PER ARCHITECT COMMENTS
2	12/18/2023	PER OWNER & FIRE DEPT. COMMENTS
3	01/11/2024	PER TOWN COMMENTS
4	02/05/2024	PER TOWN COMMENTS

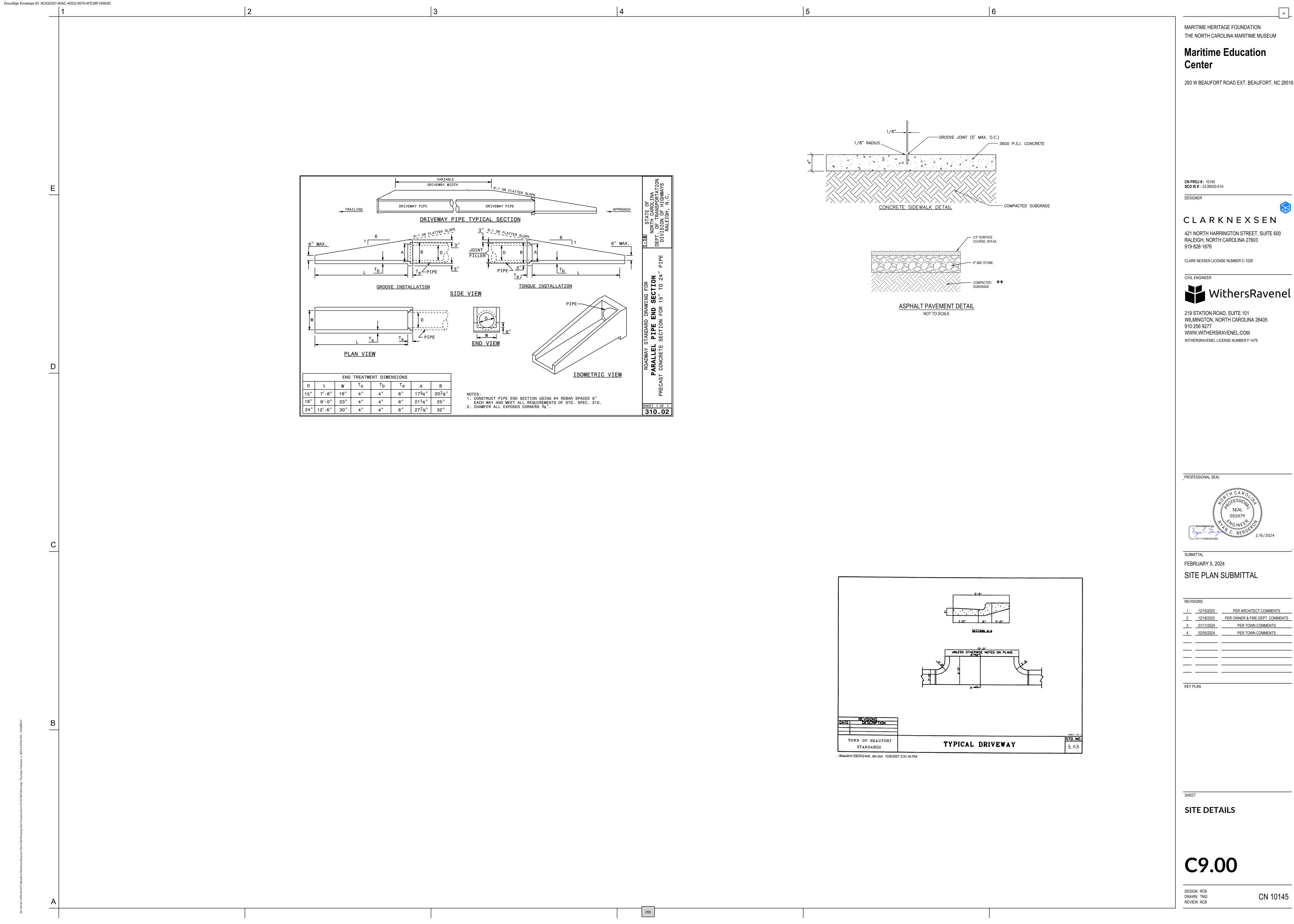
KEY PLAN

**EROSION CONTROL & DRAINAGE DETAILS** 

C6.02

DESIGN: RCB DRAWN: TMG





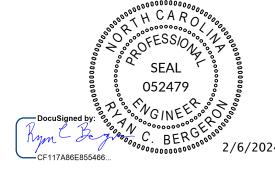
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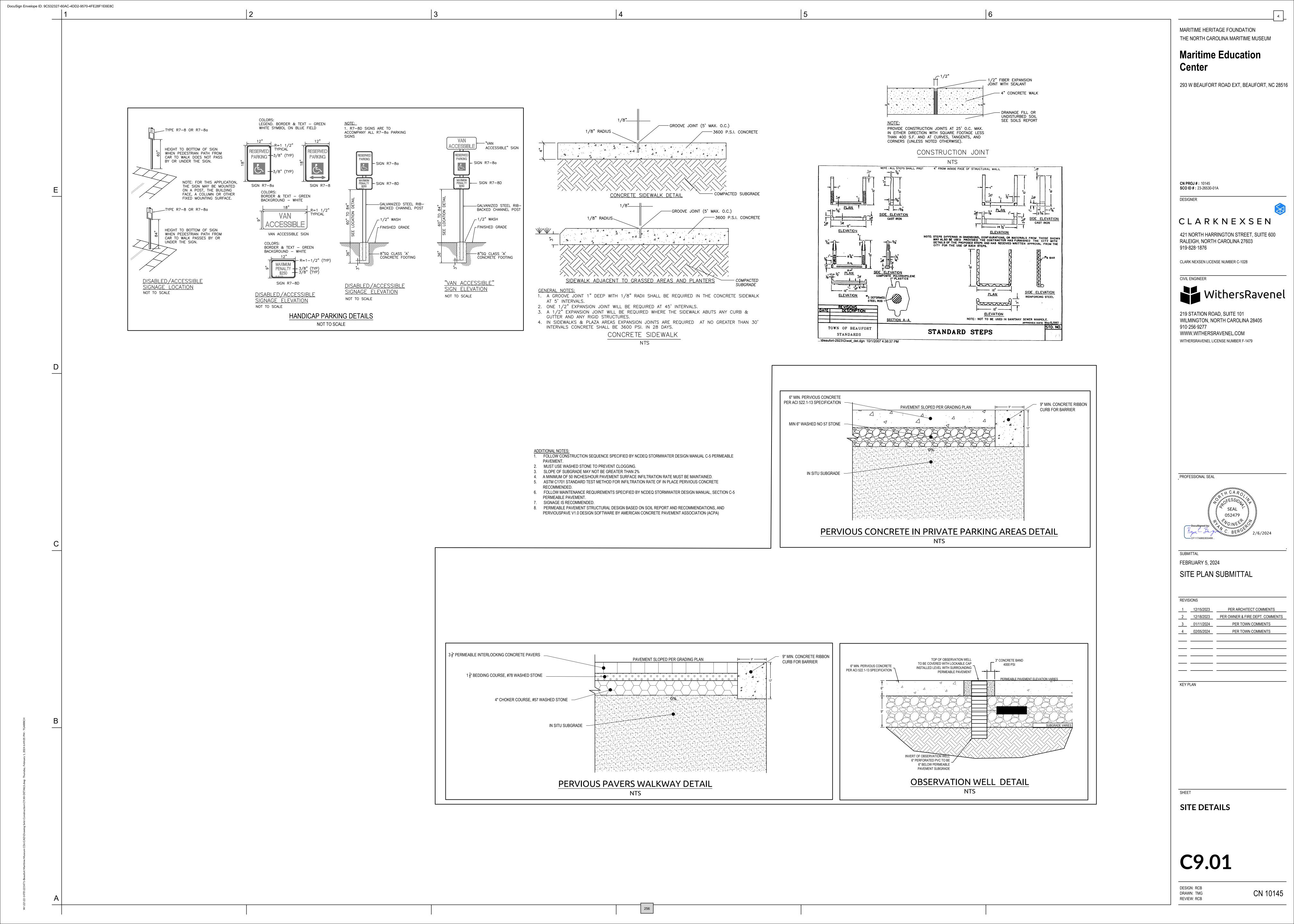


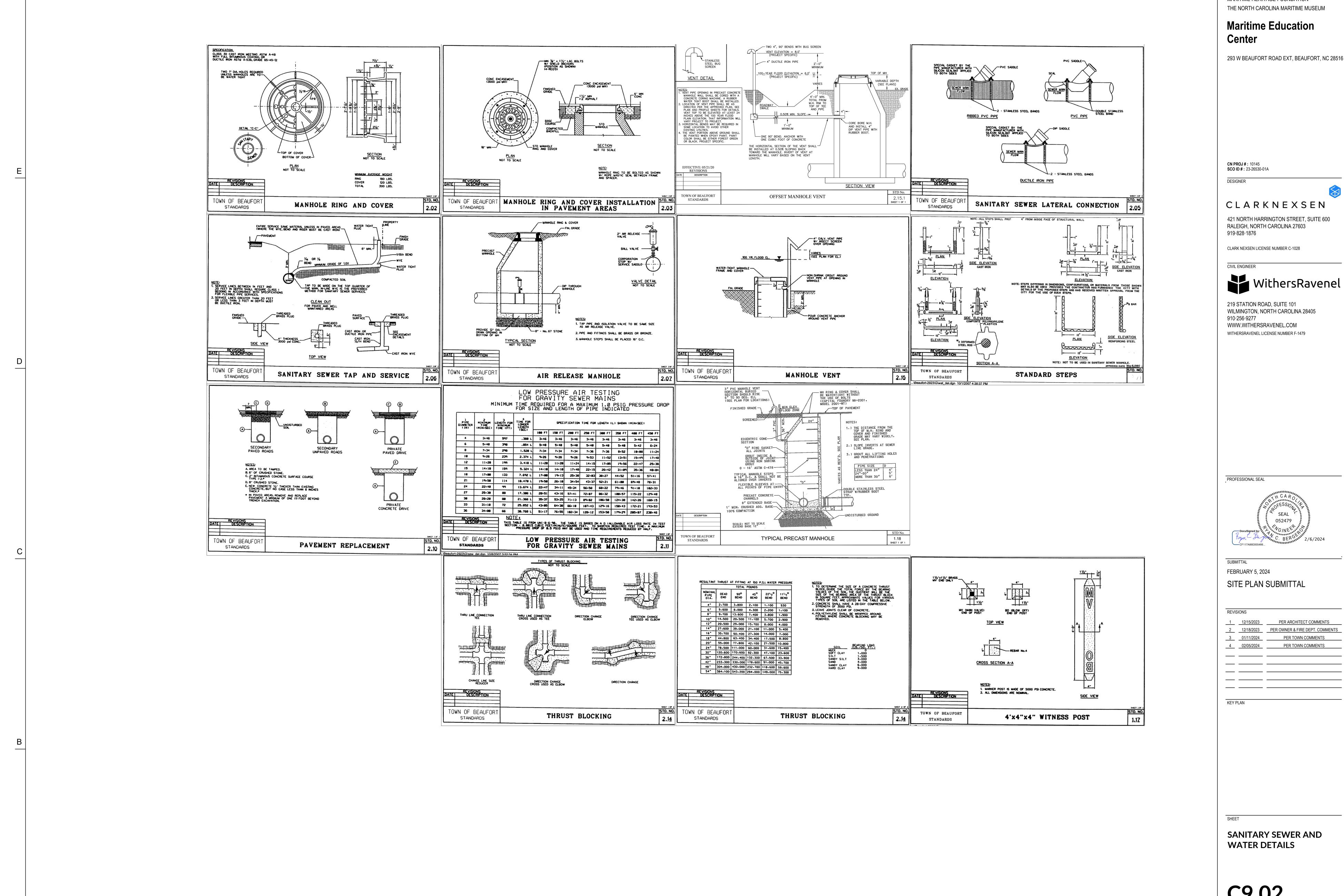
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PER ARCHITECT COMMENTS

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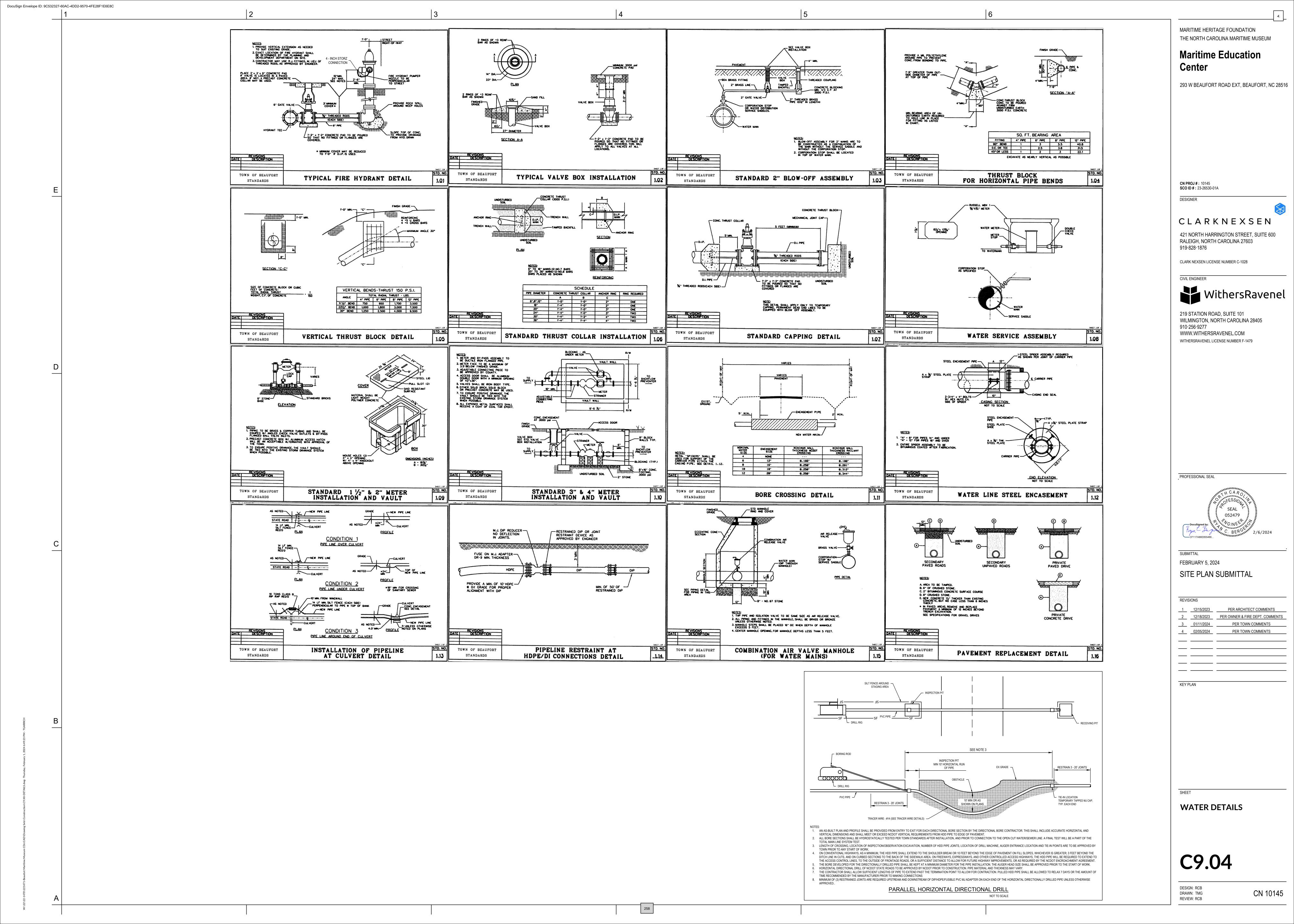


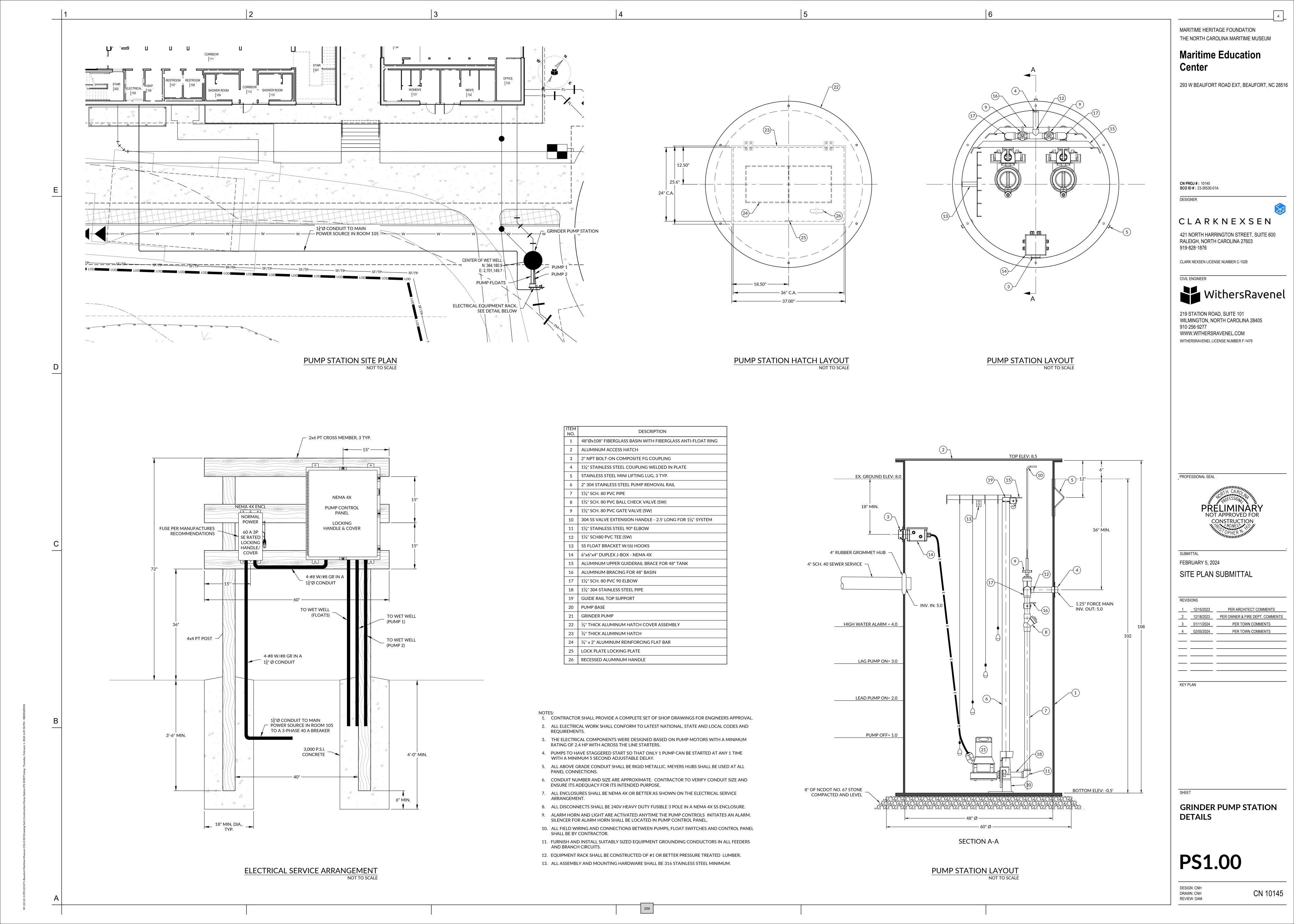
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MARITIME HERITAGE FOUNDATION

C9.02

CN 10145 DRAWN: TMG





#### PART 1 GENERAL

### 1.01. THE REQUIREMENT

- A. THIS SECTION SHALL COVER THE FURNISHING AND INSTALLATION OF THE INDIVIDUAL, PACKAGE-TYPE GRINDER PUMPING STATION AND ACCESSORIES, AS REQUIRED TO SERVE THE SINGLE-FAMILY RESIDENCE INDICATED ON THE DRAWINGS.
- B. THE INSTALLATION SHALL CONSIST OF FULLY ASSEMBLED GRINDER PUMP PACKAGE, INCLUDING A DUAL (DUPLEX) GRINDER PUMP AND MOTOR, BASIN ASSEMBLY, INTERNAL DISCHARGE PIPING, CHECK VALVE, SHUT OF VALVE, QUICK-DISCONNECT SLIDE RAIL SYSTEM, LIFT CHAIN, HIGH WATER ALARM FLOAT, STAINLESS STEEL LEVEL CONTROL BRACKET, JUNCTION BOX, INLET FITTING AND REMOTE ALARM PANEL.
- C. THE PUMP BASIN SHALL BE A COMPLETELY FACTORY ASSEMBLED UNIT, REQUIRING ONLY MINOR ADJUSTMENTS AND REASSEMBLY IN THE FIELD.

### 1.02. SUBMITTALS

- A. SHOP DRAWINGS AND MANUFACTURER'S LITERATURE: THE PREFABRICATED FRP PUMP BASIN MANUFACTURER SHALL PREPARE SHOP DRAWINGS FOR THE COMPLETE PUMP BASIN INCLUDING STRUCTURAL AND OPENING DETAILS, EQUIPMENT MOUNTING AND LOCATION DETAILS, AND MANUFACTURER'S CUT SHEETS FOR EACH ITEM OF EQUIPMENT IN THE PUMP BASIN. THE MAIN COMPONENT OF THE SUBMITTALS SHALL BE AN 8½" X 11" DRAWING OF THE COMPLETE PREFABRICATED FRP PUMP BASIN PREPARED BY THE MANUFACTURER. MANUFACTURERS' CUT SHEETS SHALL INDICATE CAPACITIES. DIMENSIONS, AND MATERIALS OF CONSTRUCTION FOR ALL EQUIPMENT IN THE PREFABRICATED FRP PUMP BASIN.
- 1.03. OPERATING AND MAINTENANCE MANUALS:
  - A. THE PREFABRICATED FRP PUMP BASIN SUPPLIER SHALL PREPARE A COMPLETE OPERATIONS AND MAINTENANCE (O&M) MANUAL FOR THE COMPLETE PUMP BASIN. THE O&M MANUAL SHALL INCLUDE ROUTINE MAINTENANCE REQUIREMENTS AND SPARE PARTS LISTS FOR EACH MAJOR ITEM OF EQUIPMENT IN THE PUMP BASIN. THE NAMES AND TELEPHONE NUMBERS OF COMPANIES WHERE SPARE PARTS AND/OR TRAINED SERVICE TECHNICIANS ARE AVAILABLE SHALL ALSO BE INCLUDED FOR EACH ITEM OF EQUIPMENT.
- 1.04. DELIVERY AND HANDLING
- A. CONDITIONS FOR DELIVERY AND HANDLING:
- 1. THE MANUFACTURER OF THE PREFABRICATED PACKAGE-TYPE GRINDER PUMPING STATION SHALL COORDINATE WITH THE CONTRACTOR SO THAT THE STATION IS DELIVERED TO THE JOBSITE ON TIME FOR INSTALLATION. HANDLING INSTRUCTIONS SHALL BE PROVIDED BY THE PACKAGE STATION MANUFACTURER WITH THE CONTRACTOR TO INSURE PROPER HANDLING OF THE PACKAGE STATION. AFTER DELIVERY TO THE JOBSITE, THE CONTRACTOR SHALL STORE THE MOTOR CONTROL PANEL OFF THE GROUND IN A DRY LOCATION UNTIL IT IS MOUNTED AND SUPPLIED WITH ELECTRICAL SERVICE. THE CONTRACTOR SHALL ALSO ENSURE THAT ALL PUMP POWER AND CONTROL CABLES, AS WELL AS FLOAT CABLES, ARE PROTECTED FROM SUBMERGENCE UNTIL THEY ARE PROPERLY INSTALLED AND SEALED.

## 1.05. GUARANTEE

- A. THE PREFABRICATED PACKAGE-TYPE GRINDER PUMPING STATION MANUFACTURER SHALL GUARANTEE THE COMPLETE PREFABRICATED FRP PUMP BASIN TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY.
- 1.06. MANUFACTURER
  - A. THE DUPLEX GRINDER PUMP PACKAGE SHALL BE MANUFACTURED BY ABS, FLYGT, HYDROMATIC, ZOELLER, OR APPROVED EQUAL.
  - B. OTHER MANUFACTURERS/VENDORS DESIRING TO FURNISH THE DUPLEX PACKAGE PUMP STATIONS SHALL SUBMIT COMPLETE DESCRIPTIVE DATA ON THE PROPOSED PUMP TO THE ENGINEER NOT LESS THAN 14 DAYS PRIOR TO THE SCHEDULED BID OPENING TO ALLOW TIME FOR EVALUATION BY THE ENGINEER. THE ENGINEER SHALL THEN ISSUE AN ADDENDUM TO LIST THE MANUFACTURER OF PUMP STATIONS THAT ARE DEEMED ACCEPTABLE. PUMP STATIONS THAT ARE NOT PRE-APPROVED BY THE ENGINEER SHALL NOT BE USED.

#### PART 2 PRODUCTS

## 2.01. GRINDER PUMP

- A. DESCRIPTION & OPERATING CONDITIONS:
- THE GRINDER PUMP SHALL BE CAPABLE OF GRINDING AND PUMPING RAW, UNSCREENED SEWAGE AT THE FOLLOWING OPERATING CONDITION:
- a. CONDITION 1 20 GPM @ 88 FEET TDH
- B. THE GRINDER UNIT SHALL BE CAPABLE OF SHEARING AND REDUCING TO A FINE SLURRY ALL MATERIAL NORMALLY FOUND IN DOMESTIC AND COMMERCIAL SEWAGE SUCH AS SANITARY NAPKINS, DISPOSABLE DIAPERS, CLOTH DIAPERS, WASH RAGS, WOOD, PLASTIC, ETC. THE SLURRY SHALL BE CAPABLE OF FREELY PASSING THROUGH A 1¼" PIPING SYSTEM INCLUDING CHECK AND GATE VALVES.
- C. THE PUMP SHALL BE OF THE CENTRIFUGAL TYPE WITH THE ROTATING CUTTER MOUNTED ON THE PUMP SHAFT DIRECTLY AGAINST THE IMPELLER. THE STATIONARY CUTTER SHALL BE MOUNTED IN AN ADJUSTABLE BOTTOM PLATE. THE STATIONARY CUTTER SHALL HAVE SLOTS TO FACILITATE BETTER FLOW. THE BOTTOM PLATE SHALL BE CAST WITH GROOVES THREADING OUTWARD FROM THE CENTER OPENING OF THE PLATE TO THE OUTER DIAMETER. THE IMPELLER SHALL BE A MULTIPLE VANE CENTRIFUGAL TYPE. THE CUTTER MATERIAL SHALL BE SIMILAR TO AN ANSI 440C STAINLESS STEEL WITH THE ADDITION OF COBALT, VANADIUM, AND MOLYBDENUM FOR SUPERIOR ABRASION RESISTANCE AND A HARDNESS OF 58-62 ROCKWELL C. THE CUTTING ELEMENTS AND IMPELLER SHALL BE DESIGNED TO KEEP THE OVERHUNG LOAD DISTANCE TO A MINIMUM. ALL FASTENERS SHALL BE 304 STAINLESS-STEEL.
- D. THE COMMON PUMP AND MOTOR SHAFT SHALL BE 420 STAINLESS-STEEL SUPPORTED ON THE IMPELLER END BY A HEAVY-DUTY SINGLE ROW BALL BEARING ON 1.0-2.5 HP PUMPS, OR A HEAVY-DUTY DOUBLE ROW BALL BEARING ON 3.5-4.0 HP PUMPS. THE OPPOSITE END OF THE SHAFT IS SUPPORTED ON A SEALED SINGLE ROW BALL BEARING. BALL BEARINGS SHALL BE DESIGNED FOR 50,000 HOURS B-10 LIFE.
- E. SHAFT SEALS: EACH PUMP SHALL BE EQUIPPED WITH TWO (2) SEALS. THE LOWER SEAL (PUMP SIDE) SHALL BE OF THE MECHANICAL TYPE WITH SILICON CARBIDE FACES. THE UPPER SEAL SHALL BE A LIP TYPE SEAL. THE SEALS SHALL BE SEPARATED BY AN OIL

Beaufort Maritime Museum Grinder Pump Station

## 2.10. DISCHARGE COUPLING

Beaufort Maritime Museum

A. A 300 SERIES STAINLESS STEEL 1¼" NPT FULL COUPLING FULLY WELDED IN THE CENTER OF A 14-GAUGE 300 STAINLESS STEEL PLATE. SHALL BE FACTORY INSTALLED WITH AT LEAST 0.375 INCHES IN DIAMETER 316 STAINLESS STEEL FASTENERS. THE PUMP BASIN WALL PENETRATIONS SHALL BE SEALED WITH SILICONE SEALER. A SUFFICIENT QUANTITY AND TYPE OF "LINK-SEAL" TYPE MODULAR. MECHANICAL. INTER-LOCKING. SYNTHETIC RUBBER LINKS SHAPED TO CONTINUOUSLY FILL THE ANNULAR SPACE BETWEEN THE DISCHARGE PIPE AND THE ALUMINUM SLEEVE SHALL BE USED TO PROVIDE A HYDROSTATIC SEAL. THE ALUMINUM SLEEVE SHALL BE BOLTED ON THE PUMP BASIN WALL AND SEALED WITH A SILICONE SEALER.

**Grinder Pump Station** 

## 2.11. ELECTRICAL COUPLING

A. A 300 SERIES STAINLESS STEEL NPT FULL COUPLING FULLY WELDED IN THE CENTER OF A 14-GAUGE 300 SERIES STAINLESS STEEL PLATE, SHALL BE FACTORY INSTALLED WITH AT LEAST 0.375 INCHES IN DIAMETER 316 STAINLESS STEEL FASTENERS. THE PUMP BASIN WALL PENETRATIONS SHALL BE SEALED WITH SILICONE SEALER.

## 2.12. INLET HUB

A. A 4" NOMINAL PIPE DIAMETER THERMOPLASTIC PIPE GROMMET SHALL BE FIELD INSTALLED BY THE CONTRACTOR IN A 5" DIAMETER HOLE IN THE PUMP BASIN WALL. THE PIPE GROMMET SHALL PROVIDE MECHANICAL SEAL AND SHALL NOT REQUIRE ANY

#### SECONDARY SEALING MATERIALS. 2.13. FLOAT BRACKET

A. THE FLOAT BRACKET SHALL BE FABRICATED FROM 300 SERIES STAINLESS STEEL WITH FOUR COMPRESSION STYLE CORD GRIPS TO MAINTAIN FLOAT LEVEL POSITION. IT SHALL BE FACTORY INSTALLED WITH AT LEAST 0.375 INCHES IN DIAMETER 316 STAINLESS STEEL FASTENERS. THE PUMP BASIN WALL PENETRATIONS SHALL BE SEALED WITH SILICONE

### SEALER. 2.14. VENTILATION:

A. PUMP BASIN VENTILATION SHALL COMPLY WITH ALL APPLICABLE CODES.

## 2.15. SLIDE RAIL ASSEMBLY

- A. THE SLIDE RAIL ASSEMBLY SHALL INCLUDE PUMP QUICK DISCONNECT DISCHARGE ELBOW. SEALING FLANGE WITH RAIL GUIDE. UPPER GUIDERAIL BRACKET. LIFTING CABLE AND GUIDERAILS.
- 2.16. PUMP QUICK DISCONNECT (QDC) DISCHARGE ELBOW
  - A. THE PUMP QUICK DISCONNECTS (QDC) DISCHARGE ELBOW, MADE OF CAST IRON, DESIGNED TO MOUNT DIRECTLY TO THE PUMP BASIN FLOOR, SHALL BE SUPPLIED FOR EACH PUMP. IT SHALL HAVE A STANDARD ANSI B16.1 125 LB. FLANGE, FLAT FACED AND DRILLED ON THE DISCHARGE SIDE, WITH A MACHINED MATING PUMP CONNECTION. THE DESIGN SHALL BE SUCH THAT THE CONNECTION BETWEEN THE PUMP AND QDC IS MADE WITHOUT THE NEED FOR ANY NUTS, BOLTS, OR GASKETS.

## 2.17. SEALING FLANGE WITH RAIL GUIDE

A. THE SEALING FLANGE WITH RAIL GUIDE SHALL BE MOUNTED ON EACH PUMP DISCHARGE. IT SHALL HAVE A MACHINED MATING FLANGE, WHICH MATCHES THE QDC DISCHARGE ELBOW. THE SEALING OF THIS PUMP AND DISCHARGE PIPING CONNECTION SHALL BE ACCOMPLISHED BY A SIMPLE LINEAR DOWNWARD MOTION OF THE PUMP ALONG THE GUIDERAILS CULMINATING WITH THE ENTIRE WEIGHT OF THE PUMPING UNIT SUPPORTED BY THE QDC DISCHARGE ELBOW.

Beaufort Maritime Museum Beaufort Maritime Museum **Grinder Pump Station** Grinder Pump Station

2.18. UPPER GUIDERAIL BRACKET

A. THE UPPER GUIDERAIL BRACKET, MADE FROM ASTM A283D STRUCTURAL STEEL, SHALL ALIGN. AND SUPPORT THE TWO GUIDERAILS AT THE TOP OF THE PUMP BASIN. IT SHALL BOLT DIRECTLY TO THE HATCH FRAME (OR ALUMINUM UPPER GUIDERAIL BRACKET IN PUMP BASINS WITH SOLID FIBERGLASS COVERS) AND INCORPORATE BEVELED STAINLESS-STEEL INSERTS FOR SECURE RAIL INSTALLATION.

## 2.19. LIFTING CABLE

A. THE LIFTING CABLE SHALL BE 300 SERIES STAINLESS STEEL WITH A DIAMETER OF AT LEAST 3/16" AND A NOMINAL BREAKING STRENGTH OF AT LEAST 2,500 POUNDS.

## 2.20. GUIDERAILS

A. THE GUIDERAILS SHALL BE 2-INCH SCHEDULE 40, 300 SERIES STAINLESS STEEL PIPES. THERE SHALL BE TWO GUIDERAILS PER PUMP TO INSURE PROPER ALIGNMENT WITH THE QDC DISCHARGE ELBOW AND STATIONARY PIPING.

## 2.21. BASIN ACCESS HATCH

A. THE ACCESS HATCH SHALL BE CONSTRUCTED OF 0.250 INCHES THICK MILL FINISH ALUMINUM DIAMOND PLATE WITH 316 STAINLESS STEEL HARDWARE. THE ACCESS HATCH SHALL HAVE A RECESSED HANDLE AND LOCKING PIN. THE HATCH SHALL BE HELD OPEN IN THE VERTICAL POSITION BY MEANS OF A HOLD OPEN ARM OF CORROSION RESISTANT DESIGN. THE COVER SHALL BE MOUNTED TO THE PUMP BASIN WITH AT LEAST SIX 316 STAINLESS STEEL FASTENERS OF AT LEAST 0.375 INCHES IN DIAMETER.

## 2.22. BALL CHECK VALVE

A. BALL CHECK VALVES SHALL BE DESIGNED TO BE FULLY AUTOMATIC IN OPERATION AND SPECIFICALLY SUITED TO SERVE WHERE SOLIDS, FIBERS OR HIGHLY VISCOUS MATERIALS ARE ENCOUNTERED. BALL CHECK VALVES WILL HAVE ONE MOVING PART, THE BALL, WHICH MOVES AUTOMATICALLY OUT OF THE PATH OF FLOW, PROVIDING AN UNOBSTRUCTED SMOOTH FLOW THROUGH THE VALVE BODY. UPON DISCONTINUATION OF FLOW THE BALL AUTOMATICALLY ROLLS BACK TO THE CLOSED POSITION, PROVIDING A POSITIVE SEAL AGAINST BACK PRESSURE OR BACKFLOW. THE BALL CHECK VALVE SHALL BE CONSTRUCTED FORM CORROSION RESISTANT PVC WITH THREADED FEMALE X FEMALE NPT CONNECTION, AND A NITRILE (BUNA-N) BALL. BALL CHECK VALVES SHALL BE DESIGNED TO BE MAINTENANCE FREE AND SUITED FOR INSTALLATION IN THE HORIZONAL OR VERTICAL POSITION. IN THE HORIZONTAL POSITION 20 FEET OF STATIC HEAD IS RECOMMENDED FOR PROPER SEATING. IN THE VERTICAL POSITION 10 FEET IS RECOMMENDED. THE VALVE SHALL BE SO CONSTRUCTED THAT BY UNSCREWING AND LIFTING OFF THE COVER, THE BALL MAY BE REMOVED AND REPLACED WITHOUT REMOVING THE VALVE FROM THE LINE. BALL CHECK VALVES WILL HAVE A SINKING BALL

## 2.23. SHUT OFF VALVE

A. A PVC TRUE UNION BALL TYPE SHUT OFF VALVE WITH TEFLON SEATS SHALL BE FURNISHED AS AN INTEGRAL PART OF THE INTERNAL PIPE ASSEMBLY. IF THE DISCHARGE DEPTH IS MORE THAN 2 FEET FROM THE SURFACE AN EXTENSION HANDLE SHALL BE SUPPLIED.

## 2.24. LEVEL CONTROLS

A. A HEAVY-DUTY FLOAT SWITCH TETHERED TO THE GRINDER PUMP SHALL CONTROL PUMP "ON" AND "OFF" WATER LEVEL. A FLOAT SWITCH SHALL ALSO CONTROL THE ALARM WATER LEVEL. BOTH FLOAT SWITCHES SHALL CONSIST OF SEALED CORROSION-RESISTANT FLOATS WITH SJOW/A OR SOW/A JACKETED CABLE. THE CABLES SHALL BE

G. MOTOR CONTROLLER

SECONDARY BY PROPERLY SIZED FUSE AND/OR CIRCUIT BREAKER(S).

**Grinder Pump Station** 

CHAMBER PROVIDING COOLING AND LUBRICATION OF THE SEALS, AND A BARRIER

CHAMBER TO DETECT THE PRESENCE OF WATER IN THE OIL. A SOLID-STATE DEVICE

MOUNTED IN THE PUMP CONTROL PANEL OR IN A SEPARATE ENCLOSURE SHALL SEND A LOW VOLTAGE, LOW AMPERAGE SIGNAL TO THE PROBE. IF WATER ENTERS THE OIL

CHAMBER IN SUFFICIENT QUANTITY TO WARRANT CONCERN, THE PROBE SHALL

A. THE PUMP MOTOR SHALL BE OF THE SUBMERSIBLE TYPE, RATED 2.5 HORSEPOWER, AND

B. THE ROTOR AND STATOR SHALL BE ENCLOSED IN A CAST IRON OUTER HOUSING. THE

SHALL OPERATE ON 208 VOLT, 60 HZ, THREE-PHASE POWER. MOTOR SPEED SHALL BE

3,450 RPM. THE MOTOR SHALL BE CAPACITOR START; CAPACITOR RUN TYPE FOR HIGH

STATOR WINDING SHALL BE OF THE OPEN TYPE WITH CLASS B INSULATION, GOOD FOR

130°C (266°F) MAXIMUM OPERATING TEMPERATURE. THE WINDING HOUSING SHALL BE

FILLED WITH CLEAN, HIGH DIELECTRIC OIL THAT LUBRICATES BEARINGS AND SEALS AND

TRANSFERS HEAT FROM THE WINDINGS AND ROTOR TO THE OUTER SHELL. AIR-FILLED

MOTORS, WHICH DO NOT HAVE SUPERIOR HEAT DISSIPATING CAPABILITIES OF OIL-

D. THE MOTOR SHALL HAVE A HEAT SENSOR THERMOSTAT AND OVERLOAD ATTACHED TO

THE TOP END OF THE MOTOR WINDINGS TO STOP THE MOTOR IF THE MOTOR WINDING

TEMPERATURE REACHES 200° F. THE HIGH TEMPERATURE SHUTOFF WILL CAUSE THE

PUMP TO CEASE OPERATION, SHOULD A CONTROL FAILURE CAUSE THE PUMP TO RUN IN

A "DRY" CONDITION. THE THERMOSTAT SHALL RESET AUTOMATICALLY WHEN THE

A. ALL IRON CASTINGS SHALL BE PRE-TREATED WITH PHOSPHATE AND CHROMIC RINSE AND

A. THE MOTOR POWER CORD SHALL BE 14-7 SOOW AND SHALL BE FASTENED BY MEANS OF

A CORD GRIP IN THE TOP OF THE PUMP. THE TOP OF THE PUMP SHALL CONTAIN A

WATERPROOF JUNCTION BOX, WHICH WILL PROVIDE SPACE TO CONNECT POWER CORD

TO THE MOTOR LEADS. THE MOTOR LEADS SHALL SEAL BETWEEN THE MOTOR HOUSING

AND JUNCTION BOX BY MEANS OF A RUBBER COMPRESSION FITTING AROUND EACH

WIRE. THE POWER CORD SHALL HAVE A GREEN CARRIER GROUND CONDUCTOR THAT

A. FIBERGLASS REINFORCED POLYESTER PUMP BASIN: UNLESS OTHERWISE INDICATED THE

B. THE PUMP BASIN SHALL BE 48" DIAMETER WITH DEPTH AS SHOWN IN THE DRAWINGS.

DESIGNATIONS D883 - DEFINITIONS OF TERMS RELATING TO PLASTICS.

**Grinder Pump Station** 

PLASTIC TERMINOLOGY USED IN THIS SPECIFICATION SHALL BE IN ACCORDANCE WITH

THE DEFINITIONS GIVEN IN AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

THE BASIN SHALL BE MOLDED OF FIBERGLASS-REINFORCED POLYESTER RESIN MANUFACTURED BY THE LAY-UP AND SPRAY TECHNIQUE TO ASSURE THAT THE INTERIOR

OF SUFFICIENT LENGTH TO REACH THE JUNCTION BOX WITH NO SPLICES. LEVEL

1. THE CONTROL EQUIPMENT ENCLOSURE SHALL BE A NEMA 4x AND BE OF SUITABLE

SIZE TO HOUSE ALL COMPONENTS FOR A DUPLEX PUMP SET UP. A LOCKING HASP

SHALL BE PROVIDED IN ADDITION TO SCREW CLAMP TYPE LATCHES. ENCLOSURE

SHALL BE FABRICATED FROM 14-GAUGE STEEL. THE TOP OF THE ENCLOSURE SHALL

SERVE AS A DRIP SHIELD AND THE SEAM FREE SIDES SHALL PREVENT RAIN AND SLEET

FROM ENTERING. THE INNER PANEL SHALL BE MADE OF 12-GAUGE STEEL AND SHALL

BE PAINTED WHITE. THE ENCLOSURE AND INTERIOR PANEL SHALL BE PAINTED WITH

HEAT FUSED MODIFIED POLYESTER POWDER, ELECTROSTATICALLY APPLIED OVER A

1. AN INNER DOOR SHALL BE FURNISHED. OVERLOAD RESET PUSH BUTTONS, CIRCUIT

1. TERMINAL BLOCK SHALL BE FURNISHED WITH PROPERLY SIZED LINE LUGS TO ACCEPT

1. A PROPERLY SIZED, MOLDED CASE, THERMAL-MAGNETIC CIRCUIT BREAKER SHALL BE

PROVIDED FOR EACH PUMP MOTOR. LINE AND LOAD SIDES SHALL BE EQUIPPED WITH

LUGS PROPERLY SIZED FOR THE HORSEPOWER AND CURRENT RATING OF THE

MOTOR(S). THE MINIMUM INTERRUPTING RATING SHALL BE 18,000 RMS

SYMMETRICAL AMPS BUT SHALL BE GREATER THAN THE AVAILABLE FAULT CURRENT.

COMPLIANCE WITH THE LATEST REVISION OF THE NEC AND OSHA LOCKOUT/TAGOUT

FURNISHED AHEAD OF THE CONTROL POWER 120-VAC POWER TRANSFORMER FOR

SHORT CIRCUIT PROTECTION AND DISCONNECTING POWER TO THE TRANSFORMER.

THE CIRCUIT BREAKER SHALL CONFORM TO THE SPECIFICATIONS FOR THE MOTOR

2. MOTOR CIRCUIT BREAKERS TO HAVE AN INTEGRAL LOCKOUT FEATURE IN

1. A PROPERLY SIZED, TWO-POLE, MOLDED CASE CIRCUIT BREAKER SHALL BE

1. AN INDUSTRIAL QUALITY CONTROL TRANSFORMER SHALL BE FURNISHED TO PROVIDE

CONTROL VOLTAGE. THE TRANSFORMER SHALL BE FURNISHED TO PROVIDE

ADEQUATE KVA RATING TO PROVIDE 120-VAC POWER FOR ALL ITEMS REQUIRED IN

THE CONTROL AND ALARM CIRCUITS. TRANSFORMER SHALL BE PROTECTED IN ITS

THE MAIN POWER SOURCE ENTERING THE CONTROL PANEL. LOAD LUGS SHALL BE

ADEQUATE TO ACCEPT ALL REQUIRED LOAD SIDE WIRING REQUIREMENTS. ALL LIVE

BREAKERS, SWITCHES, AND PILOT LIGHTS SHALL BE THE ONLY COMPONENTS

ACCESSIBLE WITH THE DOOR CLOSED. THE DOOR SHALL BE HINGED AND MAY BE

SHALL BE PAINTED BEFORE MACHINING, AND ALL MACHINED SURFACES EXPOSED TO

THE SEWAGE SHALL BE RE-PAINTED. ALL FASTENERS SHALL BE TYPE 302 STAINLESS STEEL.

C. STATOR SHALL BE BOLTED TO SEAL PLATE FOR EASY MOTOR REPLACEMENT.

F. SEAL FAILURE WARNING SYSTEM: AN ELECTRIC PROBE SHALL BE PROVIDED IN THE OIL

BETWEEN THE PUMPED FLUID, AND THE DRY MOTOR CHAMBER.

ACTIVATE A WARNING LIGHT IN THE CONTROL PANEL.

FILLED MOTORS, SHALL NOT BE CONSIDERED EQUAL.

MOTOR COOLS TO A SAFE OPERATING TEMPERATURE.

STARTING AND RUNNING TORQUE.

ATTACHES TO THE MOTOR FRAME.

CONTROLS SHALL BE UL LISTED.

PHOSPHATIZED BASE.

OPENED WHEN SERVICE IS REQUIRED.

PARTS SHALL BE FULLY SHIELDED.

E. TRANSFORMER PRIMARY CIRCUIT BREAKER

D. MOTOR CIRCUIT BREAKER (208 VAC)

B. HINGED INNER DOOR

C. LINE TERMINAL BLOCK

REQUIREMENTS.

CIRCUIT BREAKER(S).

F. CONTROL POWER TRANSFORMER

2.03. CORROSION PROTECTION

2.05. PUMP BASIN (WET WELL)

2.25. PUMP CONTROL PANEL

A. ENCLOSURE

2.04. POWER CORD

Beaufort Maritime Museum

2.02. MOTOR

Beaufort Maritime Museum

THE MOTOR CONTROLLER SHALL BE "ACROSS THE LINE" STARTERS.

THICKNESS OF ¼ INCH. A TOP FLANGE AND ANTI-FLOTATION COLLAR EXTENDING A MINIMUM OF 4" BEYOND THE O.D. OF THE BASIN WALL SHALL BE PROVIDED. C. THE BOTTOM LAMINATE SHALL HAVE LESS THAN 0.375 INCHES OF CENTER ELASTIC

SURFACE IS SMOOTH AND RESIN RICH. THE BASIN SHALL HAVE A MINIMUM WALL

DEFLECTION (DEFORMATION) WHEN IN SERVICE IN TOTALLY SUBMERGED CONDITIONS.

## 2.06. PHYSICAL PROPERTIES

- A. PUMP BASIN FRP WALL LAMINATE: THE PUMP BASIN FRP WALL LAMINATE MUST BE DESIGNED TO WITHSTAND WALL COLLAPSE OR BUCKLING BASED ON THE FOLLOWING ASSUMPTIONS AND THIRD-PARTY SPECIFICATIONS:
  - 1. HYDROSTATIC PRESSURE OF 62.4 LBS. PER SQUARE FOOT 2. SATURATED SOIL WEIGHT OF 120 LBS. PER CUBIC FOOT
  - 3. SOIL MODULUS OF 700 POUNDS PER SQUARE FOOT
  - 4. PIPE STIFFNESS VALUES AS SPECIFIED IN ASTM D3753
- B. THE PUMP BASIN FRP LAMINATE MUST BE CONSTRUCTED TO WITHSTAND OR EXCEED TWO TIMES THE ASSUMED LOADING ON ANY DEPTH OF THE PUMP BASIN.

#### 2.07. PUMP BASIN TOP FLANGE

- A. THE PUMP BASIN TOP FLANGE SHALL HAVE AN OUTSIDE DIAMETER AT LEAST 4.0 INCHES GREATER THAN THE INSIDE DIAMETER OF THE WELL.
- B. A SIX-HOLE PATTERN SHALL ACCOMMODATE THE MOUNTING OF A COVER WITH AT LEAST 0.375 INCHES IN DIAMETER 316 SERIES STAINLESS STEEL FASTENERS. NON-CORRODING STAINLESS STEEL THREADED INSERTS SHALL BE FULLY ENCAPSULATED WITH NON- CONTINUOUS MAT OR CHOPPED-STRAND GLASS FIBER REINFORCEMENT. THE INSERTS SHALL HAVE AN OFFSET TAB TO PREVENT STRIPPING OR SPINNING OUT WHEN REMOVING AND REINSERTING COVER FASTENERS.

### 2.08. STEEL ANTI-FLOATATION FLANGE

A. THE STEEL ANTI-FLOATATION FLANGE SHALL BE CONSTRUCTED FROM 0.1875 INCHES THICK ASTM A36 STRUCTURAL STEEL PLATE, ENCAPSULATED IN AT LEAST 0.125 INCHES OF CHOPPED-STRAND GLASS FIBER REINFORCEMENT ON ALL SIDES. THE STEEL ANTI-FLOATATION FLANGE SHALL BE SQUARE WITH OUTSIDE DIMENSIONS OF AT LEAST 4.0 INCHES GREATER THAN THE PUMP BASIN INSIDE DIAMETER. THE STEEL ANTI-FLOATATION FLANGE SHALL BE ATTACHED TO THE PUMP BASIN BOTTOM WITH CHOPPED-STRAND GLASS FIBER REINFORCEMENT. THE CONTRACTOR SHALL PLACE THE PUMP BASIN ON A CONCRETE PAD AND COVER THE ENTIRE STEEL ANTI-FLOATATION FLANGE. THE AMOUNT OF GROUT SHALL BE SUFFICIENT TO PREVENT FLOATATION OF THE PUMP BASIN BASED ON THE JOBSITE CONDITIONS. THE STEEL ANTI-FLOATATION FLANGE SHALL NOT REQUIRE BOLT HOLES TO SECURE IT TO THE CONCRETE PAD.

## 2.09. PUMP QUICK DISCONNECT MOUNTING STUDS

A. SHALL BE 316 STAINLESS STEEL THREADED STUDS OF AT LEAST 0.375 INCHES IN DIAMETER SHALL BE USED. THE STUDS SHALL FIRST BE THREADED INTO THE 0.1875" INCHES THICK ASTM A36 STRUCTURAL STEEL ANTI-FLOATATION FLANGE/BOTTOM OF THE PUMP BASIN AND THEN WELDED INTO PLACE. ONCE INSTALLED, THE STUDS SHALL BE SEALED WITH AT LEAST TWO LAYERS OF NON-CONTINUOUS GLASS FIBER MAT OR CHOPPED-STRAND GLASS FIBER REINFORCEMENT.

Beaufort Maritime Museum

H. ELAPSED TIME METERS 1. SIX-DIGIT, NON-RESETTABLE ELAPSED TIME METERS SHALL BE MOUNTED IN THE

**Grinder Pump Station** 

#### CONTROL PANEL ENCLOSURE TO RECORD THE RUNNING TIME OF EACH PUMP. I. CONDENSATION STRIP HEATER WITH THERMOSTAT

1. A STRIP HEATER SHALL BE FURNISHED TO PREVENT CONDENSATION WITHIN THE CONTROL PANEL ENCLOSURE. THE HEATER SHALL BE CONTROLLED BY A PANEL

## 2. PHASE & VOLTAGE MONITOR

PREVENT THE MOTORS FROM RUNNING UNDER LOW VOLTAGE. PHASE LOSS. OR PHASE REVERSAL CONDITIONS. THE MONITOR SHALL LOCK OUT THE CONTROL CIRCUIT UNTIL THE PROBLEM IS CORRECTED AND AUTOMATICALLY RESET.

## J. LIGHTNING ARRESTOR

CONTROL EQUIPMENT FROM LIGHTNING INDUCED LINE SURGES.

## K. THRU - DOOR OVERLOAD RESET PUSH BUTTONS

1. OVERLOAD RESET PUSH BUTTONS SHALL BE PROVIDED FOR EACH OVERLOAD RELAY. PUSH BUTTONS SHALL BE MOUNTED SO THAT WITH THE INNER DOOR CLOSED, OVERLOAD RELAYS MAY BE RESET WITHOUT ENTERING HIGH VOLTAGE COMPARTMENT.

1. HEAVY-DUTY INDUSTRIAL GRADE OIL-TIGHT SWITCHES SHALL BE PROVIDED FOR EACH PUMP FOR "HAND/OFF/AUTOMATIC" OPERATION SELECTION. ALL SWITCH COMPONENTS SHALL BE MADE OF CORROSION RESISTANT METALS AND POLYESTERS. CONTACT BLOCKS SHALL BE MADE OF SEE-THROUGH POLYCARBONATE FOR SIMPLIFIED INSPECTION OF CONTACTS. CAMS AND STROKERS SHALL BE TEFLON IMPREGNATED FOR ABRASION FREE SERVICE WITHOUT LUBRICATION. THE SWITCHES SHALL BE LABELED "H-O-A" AND HAVE A VOLTAGE RATING OF 120 VAC.

## M. PILOT LIGHTS

1. FULL VOLTAGE HEAVY-DUTY INDUSTRIAL GRADE OIL-TIGHT PILOT LIGHTS SHALL BE PROVIDED. ALL PILOT LIGHT COMPONENTS SHALL BE MADE OF CORROSION RESISTANT METALS AND POLYESTERS. AN INSULATED SOCKET SHALL BE FURNISHED TO ELIMINATE THE POSSIBILITY OF SHOCK DURING BULB CHANGES. LENS SHALL BE MADE OF LEXAN AND GREEN IN COLOR. EACH PILOT LIGHT SHALL BE LABELED "PUMP 1" AND "PUMP 2"

## N. SEAL FAIL ALARM CIRCUIT WITH TEST PUSH BUTTON

1. THE CONTROL PANEL SHALL BE EQUIPPED WITH A CONDUCTANCE ACTUATED CONTROL RELAY THAT SHALL RESPOND TO CURRENT FROM A MOISTURE SENSOR IN THE PUMP SEAL CHAMBER. RELAY CONTACTS SHALL BE RATED AT 16 AMPS MINIMUM. ALL MOLDED STRUCTURAL PARTS SHALL BE OF HIGH MECHANICAL AND DIELECTRIC STRENGTH. STRUCTURAL DIMENSIONALLY STABLE. ARC RESISTANT. THERMOSETTING PLASTIC. BASE PLATE SHALL BE HIGH STRENGTH, DIE CAST ALUMINUM ALLOY. SOLID-STATE TYPE RELAYS SHALL NOT BE CONSIDERED ACCEPTABLE FOR SEAL FAIL MONITORING APPLICATIONS. AN AMBER ALARM PILOT LIGHT SHALL ILLUMINATE

MOUNTED, ADJUSTABLE THERMOSTAT.

3. A PHASE FAILURE, REVERSAL AND UNDER VOLTAGE MONITOR SHALL BE SUPPLIED TO

1. SUITABLE LIGHTNING ARRESTORS SHALL BE PROVIDED TO PROTECT MOTORS AND

## L. SWITCHES

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**GRINDER PUMP STATION SPECIFICATIONS** 

**PS2.00** 

DRAWN: CNH

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Beaufort Maritime Museum

**Grinder Pump Station** 

UPON ALARM CONDITION. EACH PILOT LIGHT SHALL INCLUDE CONTACTS THAT

KEY PLAN

MARITIME HERITAGE FOUNDATION

Maritime Education

Center

CN PROJ #: 10145

919 828 1876

910-256-9277

PROFESSIONAL SEAL

SUBMITTAL

REVISIONS

1 12/15/2023

4 02/05/2024

FEBRUARY 5, 2024

SITE PLAN SUBMITTAL

NOT APPROVED FOR

CONSTRUCTION

PER ARCHITECT COMMENTS

PER TOWN COMMENTS

PER TOWN COMMENTS

2 12/18/2023 PER OWNER & FIRE DEPT. COMMENTS

SCO ID #: 23-26530-01A

CLARKNEXSEN

RALEIGH, NORTH CAROLINA 27603

**CLARK NEXSEN LICENSE NUMBER C-1028** 

219 STATION ROAD, SUITE 101

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WILMINGTON, NORTH CAROLINA 28405

421 NORTH HARRINGTON STREET, SUITE 600

THE NORTH CAROLINA MARITIME MUSEUM

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

SHALL ALLOW TESTING THE SEAL FAILURE CIRCUIT AND PILOT LIGHT BULB BY D. THE CONTRACTOR SHALL COORDINATE THE WORK TO MINIMIZE INCONVENIENCE TO Center PUSHING. THE OTHER TRADES WORKING ON THE PROJECT. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL DRESS UP AND RE-SEED THE DISTURBED AREA TO THE COMPLETE O. SEAL FAILURE CIRCUIT TEST PUSH BUTTON (ILLUMINATED) SATISFACTION OF THE OWNER. 1. HEAVY-DUTY INDUSTRIAL GRADE OIL-TIGHT PUSH BUTTONS SHALL BE PROVIDED FOR E. THE CONTRACTOR SHALL COMPLETE THE REQUIRED ELECTRICAL CONNECTION IN EACH SUBMERSIBLE PUMP MOTOR. ALL PUSH BUTTON COMPONENTS SHALL BE ACCORDANCE WITH THE ELECTRICAL SPECIFICATIONS AS PRESENTED BELOW. MADE OF CORROSION RESISTANT METALS AND POLYESTERS. CONTACT BLOCKS SHALL BE MADE OF SEE-THROUGH POLYCARBONATE FOR SIMPLIFIED INSPECTION OF 3.02. ELECTRICAL WORK CONTACTS. AN INSULATED SOCKET SHALL BE FURNISHED TO ELIMINATE THE A. THE CONTRACTOR SHALL PROVIDE 208 V. THREE-PHASE POWER SERVICE FROM THE POSSIBILITY OF SHOCK DURING BULB CHANGES. LENS SHALL BE MADE OF LEXAN AND FACILITIES' ELECTRICAL PANELS TO THE GRINDER PUMPING UNIT. IT IS ANTICIPATED AMBER IN COLOR. THE PUSH BUTTONS SHALL BE LABELED "P1 SEAL FAIL" AND "P2 THAT THE FACILITY WILL HAVE CAPACITY WITHIN THE PANEL(S) TO ENABLE THE SEAL FAIL", AND HAVE A VOLTAGE RATING OF 120 VAC. INSTALLATION OF THE POWER CIRCUIT TO BE MADE TO THE PUMP. P. PUMP ALTERNATOR CIRCUIT (FOR DUPLEX PUMP OPERATION) B. THE CONTRACTOR SHALL VERIFY THAT SPACE IS PROVIDED IN THE EXISTING ELECTRICAL 1. THE ELECTRO-MECHANICAL ALTERNATOR RELAY SHALL BE OF INDUSTRIAL DESIGN SERVICE FOR THE GRINDER PUMP PRIOR TO BEGINNING THE WORK AND DETERMINE IF SPECIFICALLY FOR USE IN PUMP APPLICATIONS. IT SHALL HAVE SINGLE-POLE DOUBLE-THE EXISTING ELECTRICAL PANEL CAN ACCOMMODATE THE ADDITIONAL LOAD. THROW HEAVY-DUTY 10-AMP SILVER CADMIUM OXIDE CONTACTS ENCLOSED IN A C. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OTHER TRADES AND SHALL TRANSPARENT COVER. THE SNAP ACTION CONTACTS SHALL TRANSFER WHEN THE MAKE EVERY EFFORT TO PERFORM THE WORK TO THE COMPLETE SATISFACTION OF THE UNIT IS DE-ENERGIZED. THE CIRCUIT SHALL NEVER BE CLOSED OR OPENED WHILE THE OWNER. CURRENT IS BEING CONDUCTED. THE ALTERNATOR CIRCUIT SHALL ALTERNATE THE D. REGULATIONS AND CODES LEAD PUMP POSITION BETWEEN THE THREE PUMPS AND SHALL ALLOW THE LAG PUMPS TO START IN RESPONSE TO A RISING WATER LEVEL IN THE PUMP BASIN. 1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CN PROJ #: 10145 REQUIREMENTS OF THE LOCAL REGULATORY AUTHORITY, THE NORTH CAROLINA 2. PUMP CONTROL PANEL TO UTILIZE A TIME DELAY ON THE START OF THE LAG PUMPS TO PREVENT ALL PUMPS FROM STARTING SIMULTANEOUSLY, BUILDING CODE AND THE NATIONAL ELECTRIC CODE, LATEST EDITION, AS DESIGNER APPLICABLE. WORK SHOWN OR SPECIFIED MORE THAN SAID CODES SHALL BE 3. THE ALTERNATOR SHALL HAVE THE CAPABILITY TO ALLOW THE OPERATOR TO PERFORMED AS INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS. WORK MANUALLY SELECT WHICH PUMP(S) TO OPERATE. NOT EXPLICITLY DETAILED ON THE DRAWINGS AND IN THE SPECIFICATIONS SHALL BE 4. ALTERNATOR SHALL BE MANUFACTURED BY DIVERSIFIED ELECTRONICS OR MADE TO CONFORM TO MINIMUM CODE STANDARDS AT NO ADDITIONAL EXPENSE APPROVED EQUAL. ALTERNATIVE MANUFACTURERS MUST BE APPROVED BY THE TO THE OWNER. OWNER. 3.03. OPERATION & MAINTENANCE MANUAL Q. CONTROL RELAY(S) A. THE CONTRACTOR SHALL SUPPLY THREE (3) PAPER COPIES AND TWO (2) DIGITAL COPIES 1. PLUG-IN CONTROL RELAYS WITH 120-VAC COILS SHALL BE PROVIDED AS REQUIRED. OF COMPLETE, WRITTEN INSTRUCTIONS COVERING THE INSTALLATION, OPERATION, 919-828-1876 PROGRAMMING, AND MAINTENANCE OF THE GRINDER PUMPING STATION EQUIPMENT. CONTACT RATING SHALL BE 5-AMPS (MINIMUM). SOCKETS SHALL BE OF THE SAME MANUFACTURE AS THE RELAYS AND HOLD-DOWN CLIPS SHALL BE FURNISHED TO THE MANUALS SHALL BE PROVIDED AT THE TIME OF STARTUP. PREVENT RELAY FORM SLIDING OUT OF THE SOCKET. **END OF SECTION** PART 3 EXECUTION 3.01. INSTALLATION OF PACKAGE PUMP STATION A. PRIOR TO INSTALLING THE PUMP BASIN, THE CONTRACTOR SHALL FIELD AND OBTAIN APPROVAL FROM THE ENGINEER/OWNER. B. THE SITE SHALL BE CAREFULLY EXCAVATED TO THE REQUIRED DEPTH, AND THE BASIN SHALL BE PLACED ON A BED OF NO. 67 WASHED STONE, APPROXIMATELY 8-INCHES 219 STATION ROAD, SUITE 101 THICK. THE BASIN SHALL BE CAREFULLY PLACED TO ENSURE PLUMBNESS AND TO ENSURE THAT THE COVER WILL BE SLIGHTLY ABOVE THE SURROUNDING GRADE. NOT 910-256-9277 LESS THAN 10 CUBIC FEET OF CONCRETE SHALL THEN BE PLACED AROUND THE BASE OF THE BASIN TO SECURE THE UNIT AND TO PROVIDE THE REQUIRED RESISTANCE TO HYDROSTATIC UPLIFT. C. FINAL CONNECTION TO THE INCOMING 6" SEWER SHALL NOT BE MADE UNTIL SUCH TIME AS ALL COLLECTION FACILITIES ARE COMPLETE AND READY FOR SERVICE. Beaufort Maritime Museum Grinder Pump Station Beaufort Maritime Museum Grinder Pump Station

MARITIME HERITAGE FOUNDATION THE NORTH CAROLINA MARITIME MUSEUM

# **Maritime Education**

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

SCO ID #: 23-26530-01A

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PROFESSIONAL SEAL



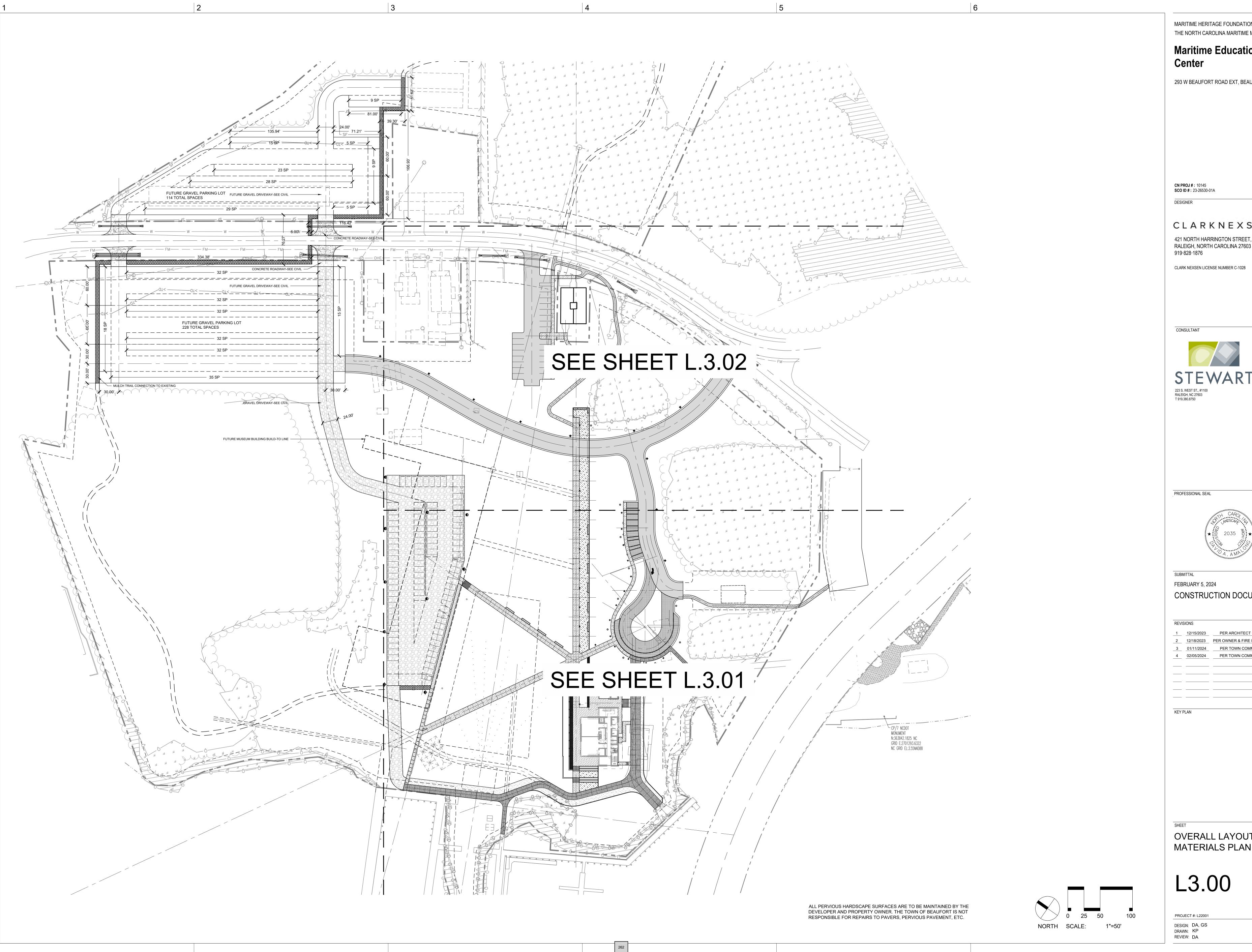
FEBRUARY 5, 2024

SITE PLAN SUBMITTAL

PER ARCHITECT COMMENTS

**GRINDER PUMP STATION SPECIFICATIONS** 

**PS2.01** 



## **Maritime Education** Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

CN PROJ #: 10145 SCO ID #: 23-26530-01A

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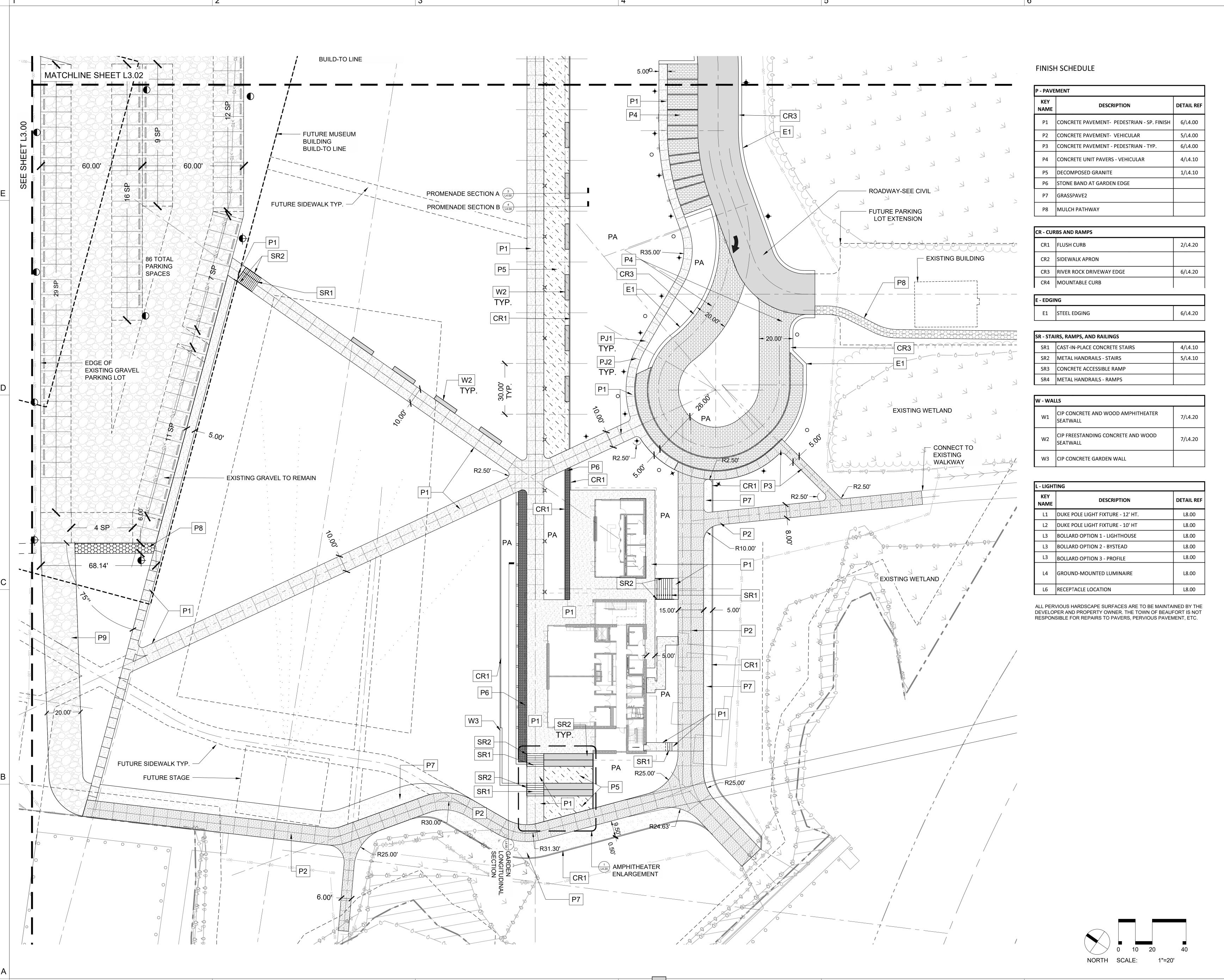
SUBMITTAL FEBRUARY 5, 2024 CONSTRUCTION DOCUMENTS

OVERALL LAYOUT AND MATERIALS PLAN

CN 10145

L3.00

PROJECT #: L22001 DESIGN: DA, GS DRAWN: KP REVIEW: DA



# Maritime Education Center

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CN PROJ #: 10145

SCO ID #: 23-26530-01A

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T 919.380.8750

CONSULTANT

PROFESSIONAL SEAL



SUBMITTAL FEBRUARY 5, 2024

CONSTRUCTION DOCUMENTS

REVISIONS

/18/2023 PER ARCHITECT COMMENTS
/18/2023 PER OWNER & FIRE DEPT. COMMENT
/11/2024 PER TOWN COMMENTS
/105/2024 PER TOWN COMMENTS

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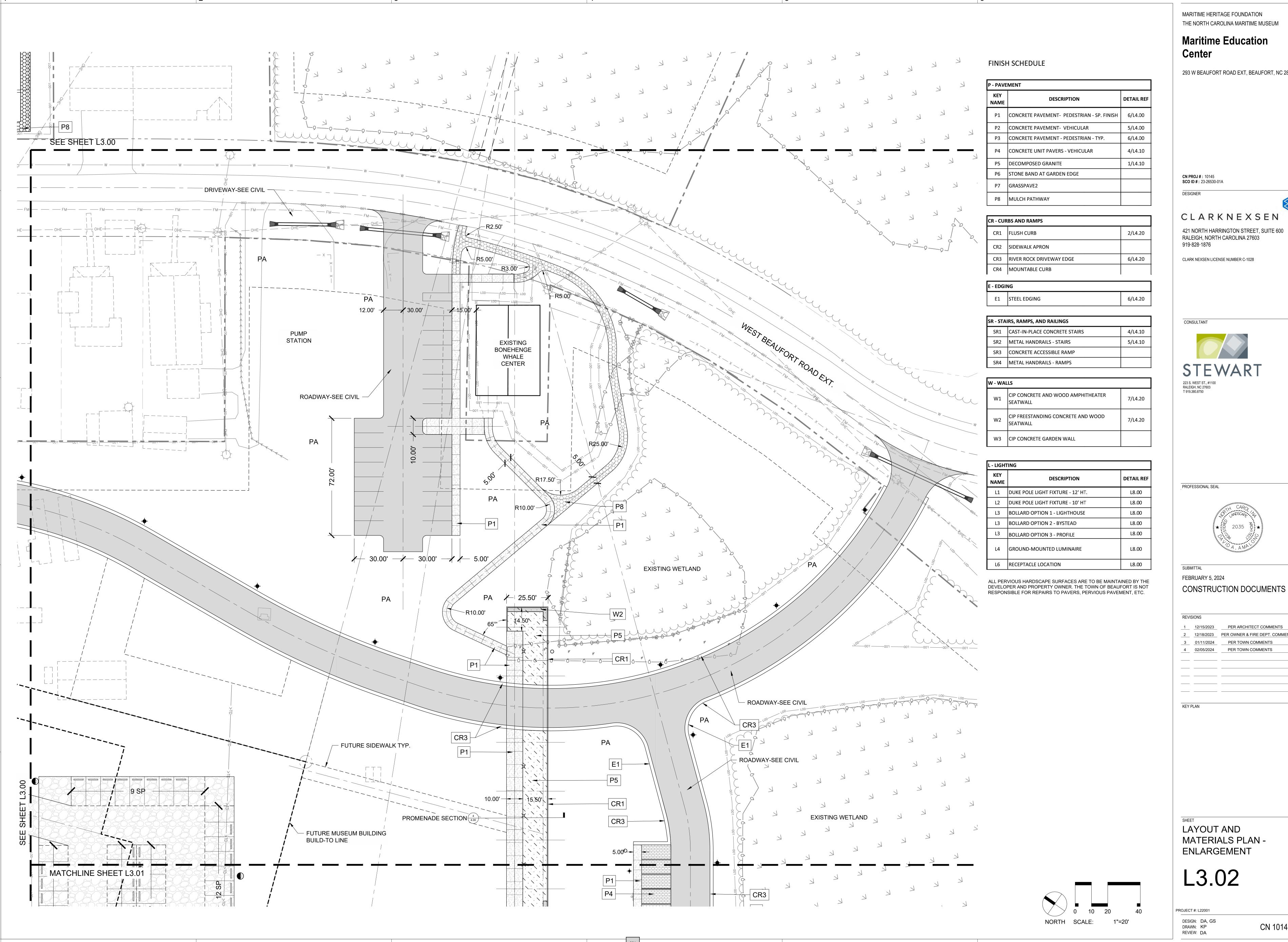
KEY PLAN

LAYOUT AND MATERIALS PLAN - ENARGEMENT

L3.01

PROJECT #: L22001

DESIGN: DA, GS
DRAWN: KP
REVIEW: DA



## **Maritime Education** Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

CN PROJ #: 10145 SCO ID #: 23-26530-01A

DESIGNER

CLARKNEXSEN

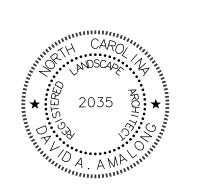
421 NORTH HARRINGTON STREET, SUITE 600 RALEIGH, NORTH CAROLINA 27603

CLARK NEXSEN LICENSE NUMBER C-1028

CONSULTANT

T 919.380.8750

PROFESSIONAL SEAL



SUBMITTAL FEBRUARY 5, 2024

1 12/15/2023 PER ARCHITECT COMMENTS

2 12/18/2023 PER OWNER & FIRE DEPT. COMMENTS 3 01/11/2024 PER TOWN COMMENTS 4 02/05/2024 PER TOWN COMMENTS

LAYOUT AND MATERIALS PLAN -**ENLARGEMENT** 

L3.02

PROJECT #: L22001 DESIGN: DA, GS

## FINISH SCHEDULE

P - PAVE	MENT								
KEY NAME	DESCRIPTION	DETAIL REF	MATERIAL	COLOR	FINISH	SIZE	PRODUCT NAME/No.	SUPPLIER	REMARKS
P1	CONCRETE PAVEMENT- PEDESTRIAN - SP. FINISH	6/L4.00	CONCRETE	STANDARD GRAY	TABBY	4" THICK	N/A	N/A	10'X10' MOCKUP REQUIRED FOR APPROVAL BY LA
P2	CONCRETE PAVEMENT- VEHICULAR	5/L4.00	CONCRETE	STANDARD GRAY	LIGHT BROOM	6" THICK	N/A	N/A	10'X10' MOCKUP REQUIRED FOR APPROVAL BY LA
Р3	CONCRETE PAVEMENT - PEDESTRIAN - TYP.	6/L4.00	CONCRETE	STANDARD GRAY	LIGHT BROOM	4" THICK	N/A	N/A	10'X10' MOCKUP REQUIRED FOR APPROVAL BY LA
P4	CONCRETE UNIT PAVERS - VEHICULAR	4/L4.10	CONCRETE	TO BE SELECTED	TO BE SELECTED	TO BE SELECTED	HANOVER PREST PAVER	HANOVER	SAMPLES REQUIRED FOR APPROVAL BY LA
P5	DECOMPOSED GRANITE	1/L4.10	PAINT	STANDARD WHITE	N/A	PER DETAIL	N/A	N/A	10'X10' MOCKUP REQUIRED FOR APPROVAL BY LA
Р6	STONE BAND AT GARDEN EDGE		RIVER ROCK	STANDARD		PER DETAIL	N/A	N/A	10'X10' MOCKUP REQUIRED FOR APPROVAL BY LA
P7	GRASSPAVE2		RECYCLED PLASTIC	N/A	N/A	10-12" BASE COURSE DEPTH	GRASSPAVE2	INVISIBLE STRUCTURES	10'X10' MOCKUP REQUIRED FOR APPROVAL BY LA
P8	MULCH PATHWAY		HARDWOOD MULCH	N/A	N/A	10-12" BASE COURSE DEPTH	GRASSPAVE2	INVISIBLE STRUCTURES	N/A

CR - CUI	RBS AND RAMPS							
CR1	FLUSH CURB	2/L4.20	CONCRETE	STANDARD GRAY	LIGHT BROOM	4" THICK	DETECTABLE WARNING PAVERS	SAMPLES REQUIRED FOR APPROVAL BY LA
CR2	SIDEWALK APRON		CONCRETE	STANDARD GRAY	LIGHT BROOM	6" THICK	TRUNCATED DOMES	URBAN ACCESSORIES SAMPLES REQUIRED FOR APPROVAL BY LA
CR3	RIVER ROCK DRIVEWAY EDGE	6/L4.20	RIVER ROCK	STANDARD GRAY	SMOOTH	4"-7"	N/A	N/A SAMPLES REQUIRED FOR APPROVAL BY LA
CR4	MOUNTABLE CURB		CONCRETE	STANDARD GRAY	LIGHT BROOM	6" THICK	N/A	N/A SAMPLES REQUIRED FOR APPROVAL BY LA

E - EDGII	NG								
E1	STEEL EDGING 6/L4	L4.20	WOOD	TO BE SELECTED	TO BE SELECTED	PER DETAIL	TO BE SELECTED	TO BE SELECTED	SAMPLES AND SHOP DRAWINGS REQUIRED FOR APPROVAL BY LA
		L							

SR - STA	IRS, RAMPS, AND RAILINGS						
SR1	CAST-IN-PLACE CONCRETE STAIRS	4/L4.10	CONCRETE	STANDARD GRAY	LIGHT BROOM	PER DETAIL	CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY LA
SR2	METAL HANDRAILS - STAIRS	5/L4.10	STEEL	BLACK	POWDERCOAT	PER DETAIL	CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY LA
SR3	CONCRETE ACCESSIBLE RAMP		CONCRETE	STANDARD GRAY	LIGHT BROOM	PER DETAIL	CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY LA
SR4	METAL HANDRAILS - RAMPS		STEEL	BLACK	POWDERCOAT	PER DETAIL	CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BY LA

W - WA	LLS								
W1	CIP CONCRETE AND WOOD AMPHITHEATER SEATWALL	7/L4.20	PRE-CAST STONE, THERMORY ASH	GP-13	POLISHED	PER DETAIL	N/A	I N/A	SAMPLES, SHOP DRAWINGS, AND WALL MOCK UP REQUIRED FOR APPROVAL BY LA
W2	CIP FREESTANDING CONCRETE AND WOOD SEATWALL	7/L4.20	PRE-CAST STONE, THERMORY ASH	GP-13	POLISHED	PER DETAIL	N/A	I N/A	SAMPLES, SHOP DRAWINGS, AND WALL MOCK UP REQUIRED FOR APPROVAL BY LA
W3	CIP CONCRETE GARDEN WALL		PRE-CAST STONE	GP-13	POLISHED	PER DETAIL	N/A	N/A	SAMPLES, SHOP DRAWINGS, AND WALL MOCK UP REQUIRED FOR APPROVAL BY LA

L - LIGHT	ING								
KEY NAME	DESCRIPTION	DETAIL REF	MATERIAL	COLOR	FINISH	SIZE	PRODUCT NAME/No.	SUPPLIER	REMARKS
L1	DUKE POLE LIGHT FIXTURE - 12' HT.	L8.00	PER DETAIL	BLACK	POWDERCOAT	12' HT.	MOTIVE	LANDSCAPEFORMS	BY OTHERS, LOCATION SHOWN ONLY
L2	DUKE POLE LIGHT FIXTURE - 10' HT	L8.00	PER DETAIL	BLACK	POWDERCOAT	10' HT.	MOTIVE	LANDSCAPEFORMS	BY OTHERS, LOCATION SHOWN ONLY
L3	BOLLARD OPTION 1 - LIGHTHOUSE	L8.00	PER DETAIL	PER DETAIL	POWDERCOAT	PER DETAIL	L209	LAMPAS	BY OTHERS, LOCATION SHOWN ONLY
L3	BOLLARD OPTION 2 - BYSTEAD	L8.00	PER DETAIL	PER DETAIL	POWDERCOAT	PER DETAIL	BYSTEAD	POULSON	BY OTHERS, LOCATION SHOWN ONLY
L3	BOLLARD OPTION 3 - PROFILE	L8.00	PER DETAIL	PER DETAIL	POWDERCOAT	PER DETAIL	PROFILE	LANDSCAPEFORMS	BY OTHERS, LOCATION SHOWN ONLY
L4	GROUND-MOUNTED LUMINAIRE	L8.00	PER DETAIL	TO BE SELECTED	POWDERCOAT	N/A	GROUND MOUNTED LUMINAIRE	BEGA	BY OTHERS, LOCATION SHOWN ONLY
L6	RECEPTACLE LOCATION	L8.00	N/A	N/A	N/A	N/A	N/A	N/A	BY OTHERS, LOCATION SHOWN ONLY

ALL PERVIOUS HARDSCAPE SURFACES ARE TO BE MAINTAINED BY THE DEVELOPER AND PROPERTY OWNER. THE TOWN OF BEAUFORT IS NOT RESPONSIBLE FOR REPAIRS TO PAVERS, PERVIOUS PAVEMENT, ETC. MARITIME HERITAGE FOUNDATION THE NORTH CAROLINA MARITIME MUSEUM

## **Maritime Education** Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

CN PROJ #: 10145 SCO ID #: 23-26530-01A

DESIGNER

CLARKNEXSEN

421 NORTH HARRINGTON STREET, SUITE 600 RALEIGH, NORTH CAROLINA 27603

CLARK NEXSEN LICENSE NUMBER C-1028

CONSULTANT

919-828-1876



PROFESSIONAL SEAL



SUBMITTAL FEBRUARY 5, 2024 CONSTRUCTION DOCUMENTS

REVISIONS

1 12/15/2023 PER ARCHITECT COMMENTS 2 12/18/2023 PER OWNER & FIRE DEPT. COMMENTS 3 01/11/2024 PER TOWN COMMENTS 4 02/05/2024 PER TOWN COMMENTS

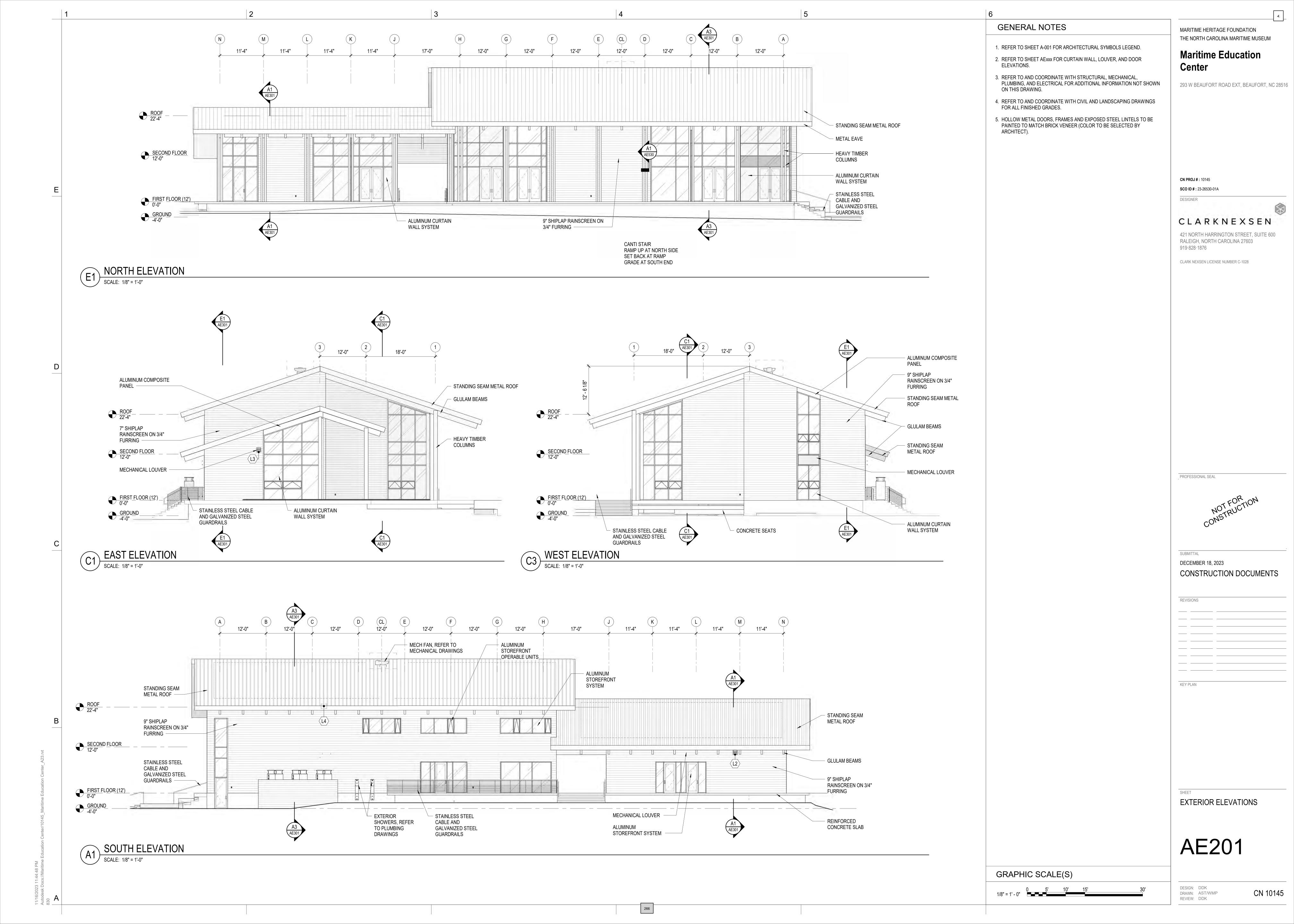
KEY PLAN

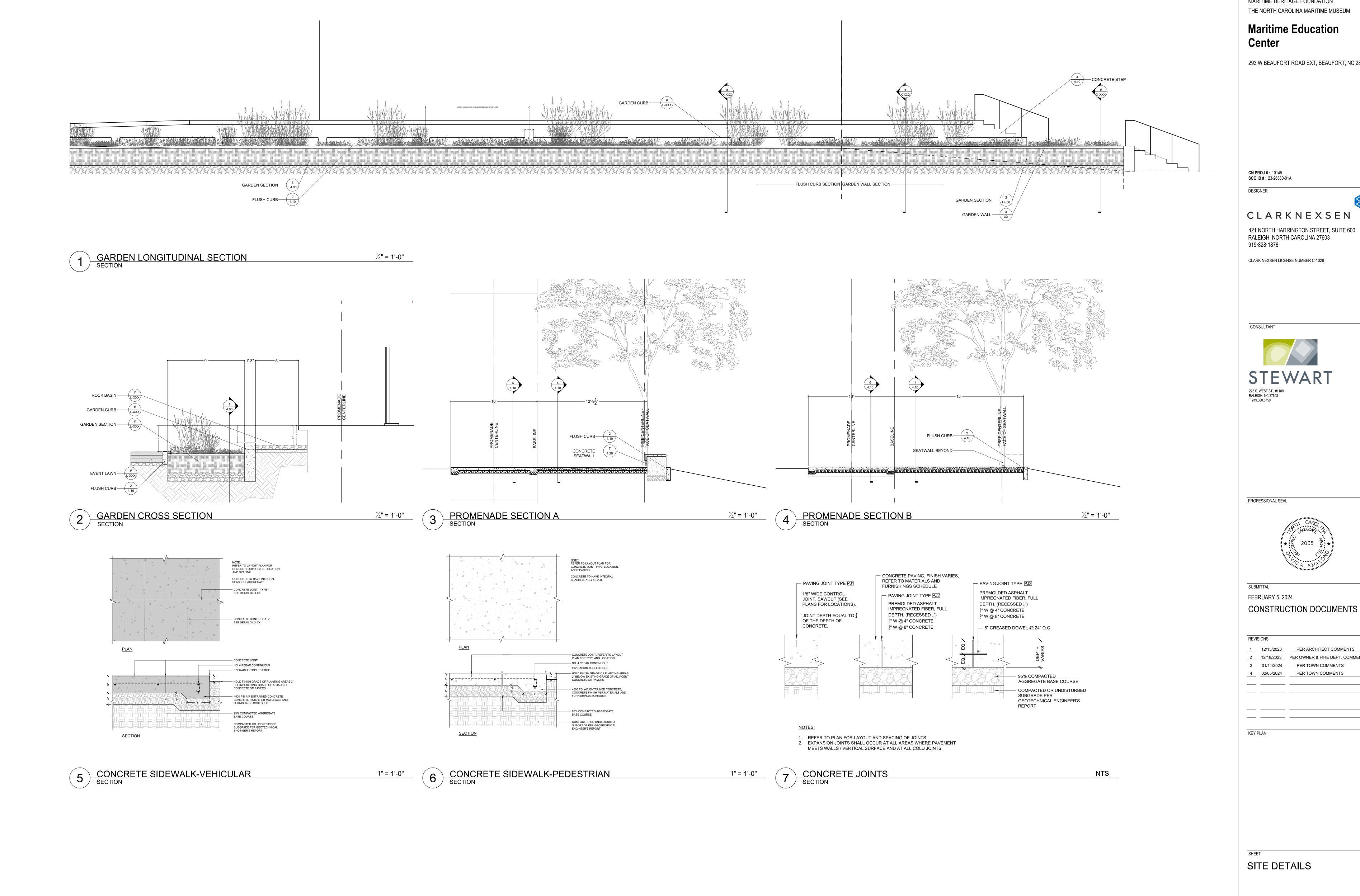
MATERIALS AND FINISH SCHEDULE

L3.03

PROJECT #: L22001

DESIGN: DA, GS DRAWN: KP REVIEW: DA

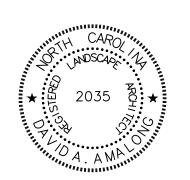




293 W BEAUFORT ROAD EXT, BEAUFORT, NC 285

421 NORTH HARRINGTON STREET, SUITE 600

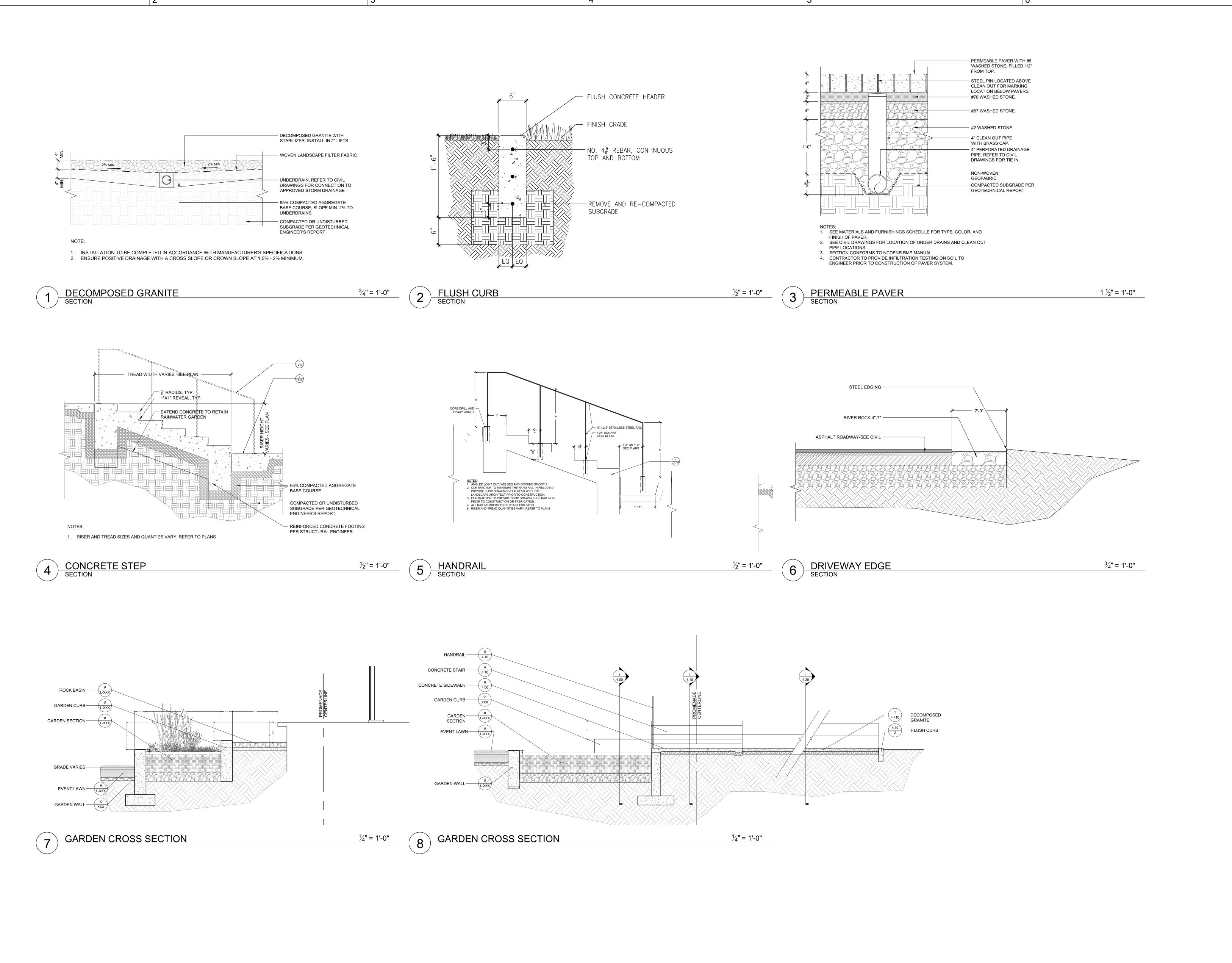




PER ARCHITECT COMMENTS

L4.00

DESIGN: DA, GS DRAWN: KP REVIEW: DA CN 10145



# Maritime Education Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 285

CN PROJ #: 10145 SCO ID #: 23-26530-01A

DESIGNER

919-828-1876

CLARKNEXSEN

421 NORTH HARRINGTON STREET, SUITE 600 RALEIGH, NORTH CAROLINA 27603

CLARK NEXSEN LICENSE NUMBER C-1028

CONCLUTANT



PROFESSIONAL SEAL



SUBMITTAL
FEBRUARY 5, 2024
CONSTRUCTION DOCUMENTS

 1
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 PER ARCHITECT COMMENTS

 2
 12/18/2023
 PER OWNER & FIRE DEPT. COMMENTS

 3
 01/11/2024
 PER TOWN COMMENTS

 4
 02/05/2024
 PER TOWN COMMENTS

KEY PLAN

SITE DETAILS

1 10

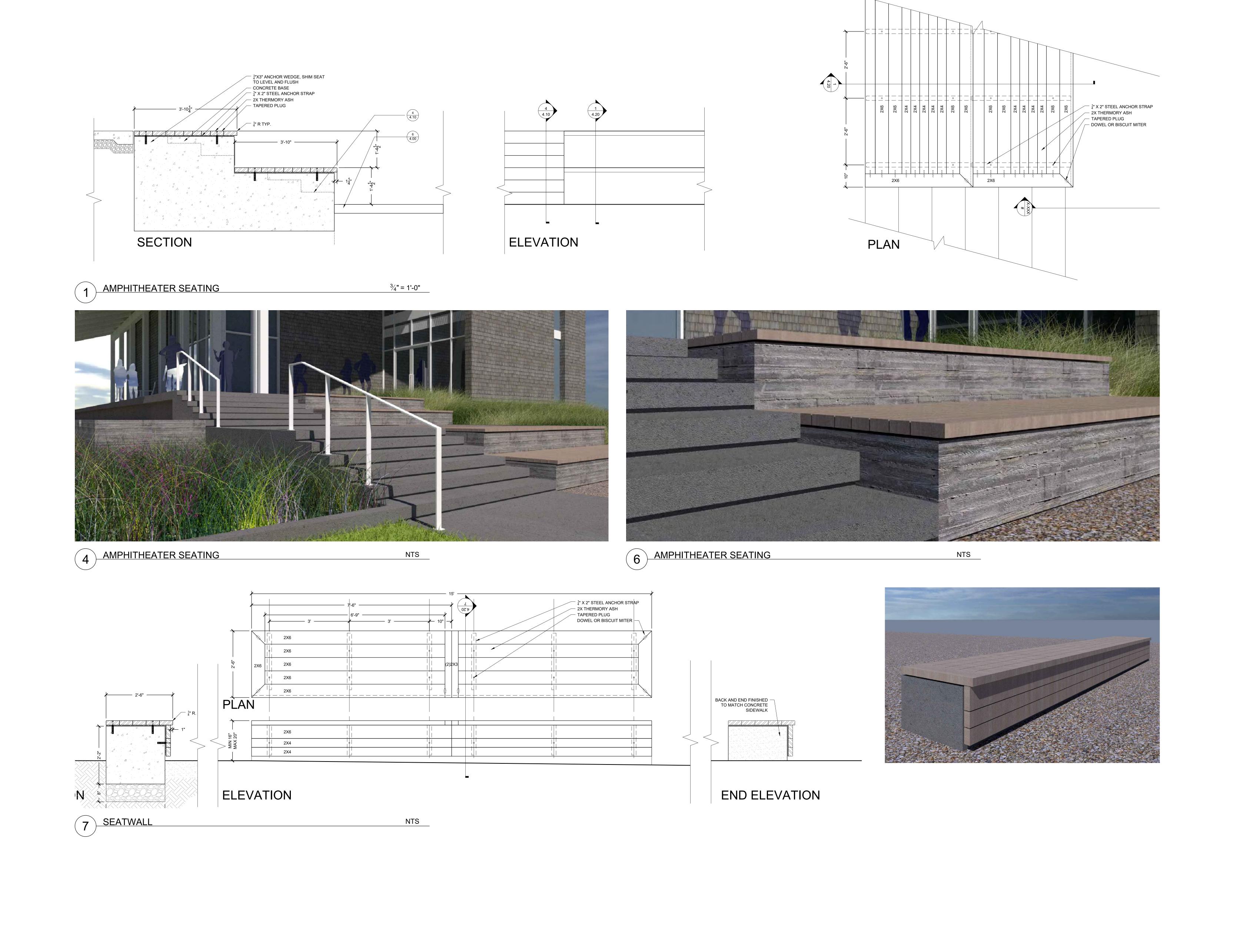
PROJECT #: L22001

DESIGN: DA, GS

DRAWN: KP

REVIEW: DA

CN 10145



# Maritime Education Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 285

CN PROJ #: 10145 SCO ID #: 23-26530-01A

DESIGNED

919 828 1876

CLARKNEXSEN

421 NORTH HARRINGTON STREET, SUITE 600 RALEIGH, NORTH CAROLINA 27603

CLARK NEXSEN LICENSE NUMBER C-1028

CONSULTANT



PROFESSIONAL SEAL



SUBMITTAL
FEBRUARY 5, 2024
CONSTRUCTION DOCUMENTS

SCALE: AS NOTED

REVISIONS

12/15/2023 PER ARCHITECT COI

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KEY PLAN

IEET

SITE DETAILS

L4.20

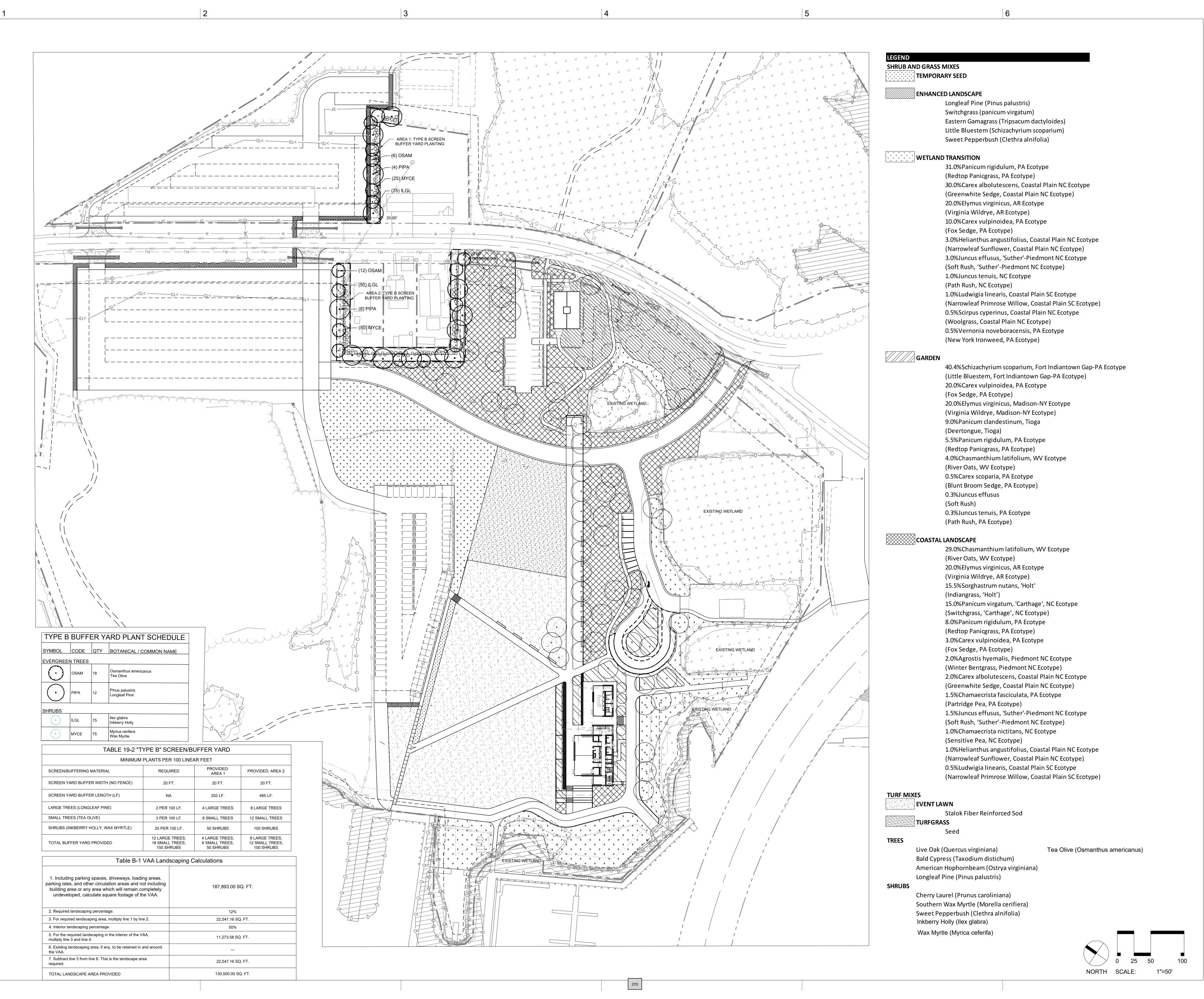
PROJECT #: L22001

DESIGN: DA, GS

DRAWN: KP

REVIEW: DA

CN 10145



# Maritime Education Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

CN PROJ #: 10145 SCO ID #: 23-26530-01A

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919-828-1876

CLARKNEXSEN

421 NORTH HARRINGTON STREET, SUITE 600 RALEIGH, NORTH CAROLINA 27603

CLARK NEXSEN LICENSE NUMBER C-1028

CONSULTANT



PROFESSIONAL SEAL



FEBRUARY 5, 2024
CONSTRUCTION DOCUMENTS

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 PER ARCHITECT COMMENTS

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 PER OWNER & FIRE DEPT. COMMENTS

 01/11/2024
 PER TOWN COMMENTS

 02/05/2024
 PER TOWN COMMENTS

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

KEY PLAN

SHEET

OVERALL PLANTING PLAN

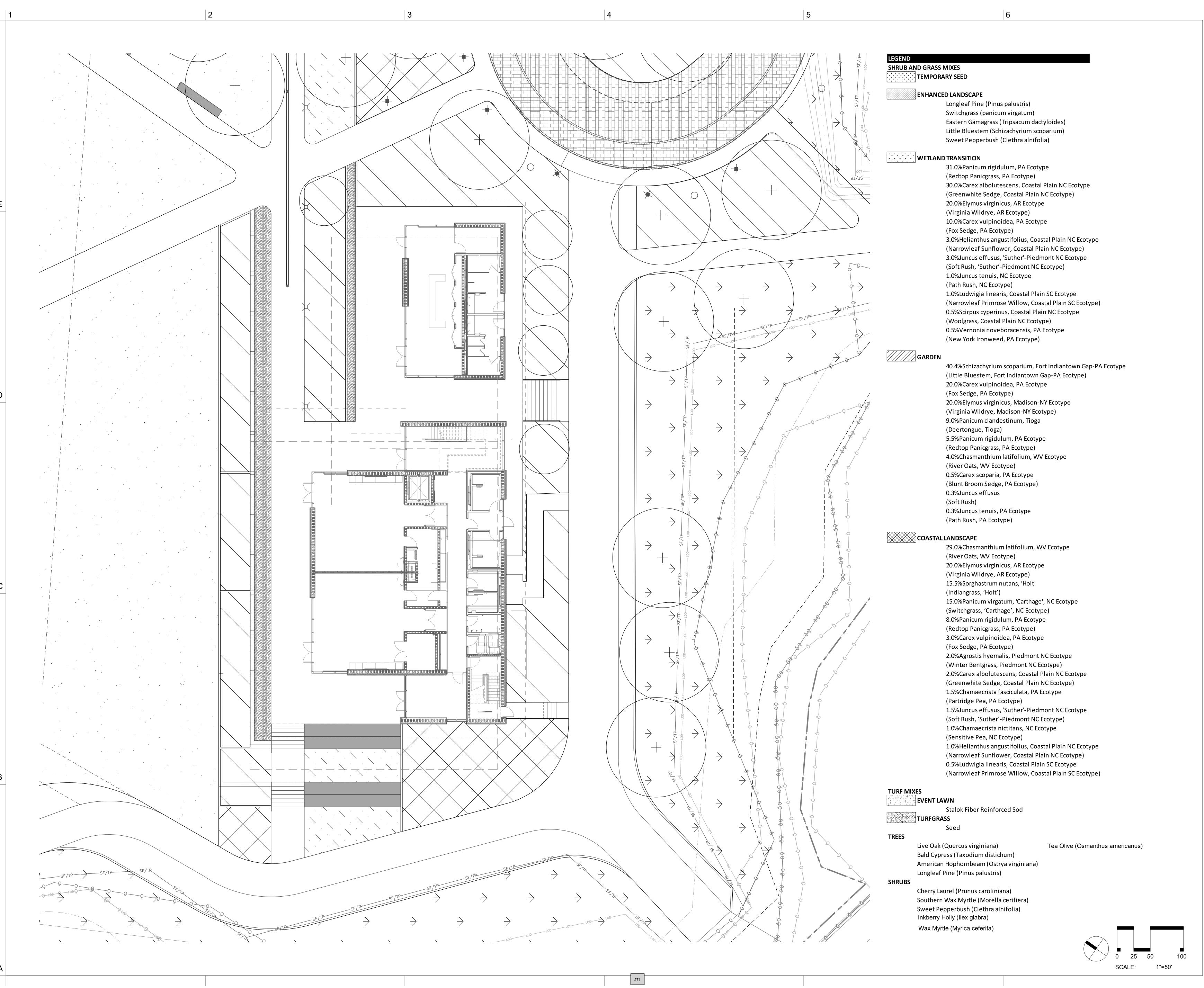
L7.00

PROJECT #: L22001

DESIGN: DA, GS

DESIGN: DA, GS
DRAWN: KP
REVIEW: DA

CN 10145



## **Maritime Education** Center

293 W BEAUFORT ROAD EXT, BEAUFORT, NC 28516

CN PROJ #: 10145 SCO ID #: 23-26530-01A

919-828-1876

CLARKNEXSEN

421 NORTH HARRINGTON STREET, SUITE 600 RALEIGH, NORTH CAROLINA 27603

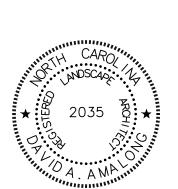
CLARK NEXSEN LICENSE NUMBER C-1028

CONSULTANT



223 S. WEST ST., #1100 RALEIGH, NC 27603

PROFESSIONAL SEAL



FEBRUARY 5, 2024 CONSTRUCTION DOCUMENTS

PER TOWN COMMENTS

PER TOWN COMMENTS

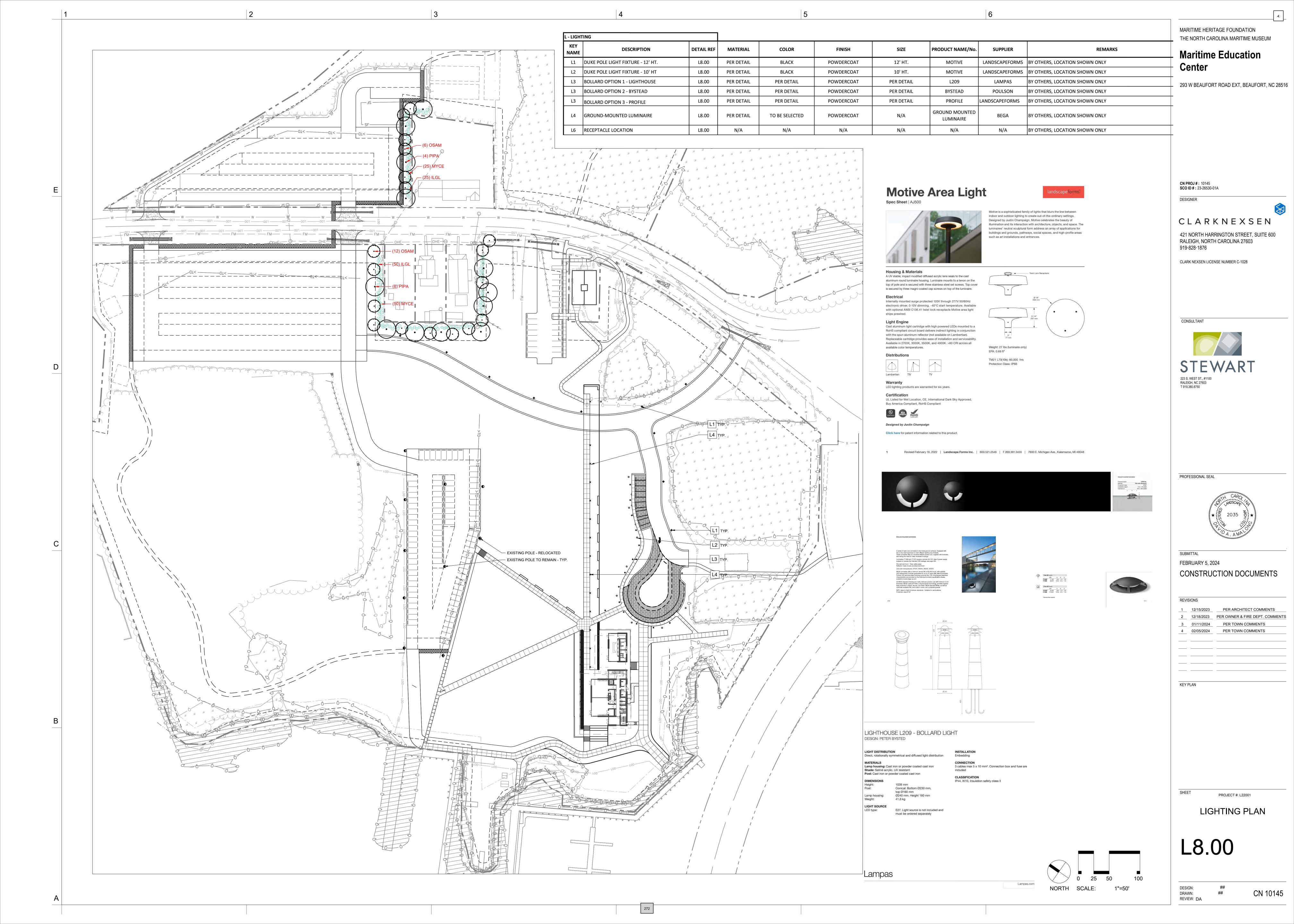
ENLARGED PLANTING PLAN

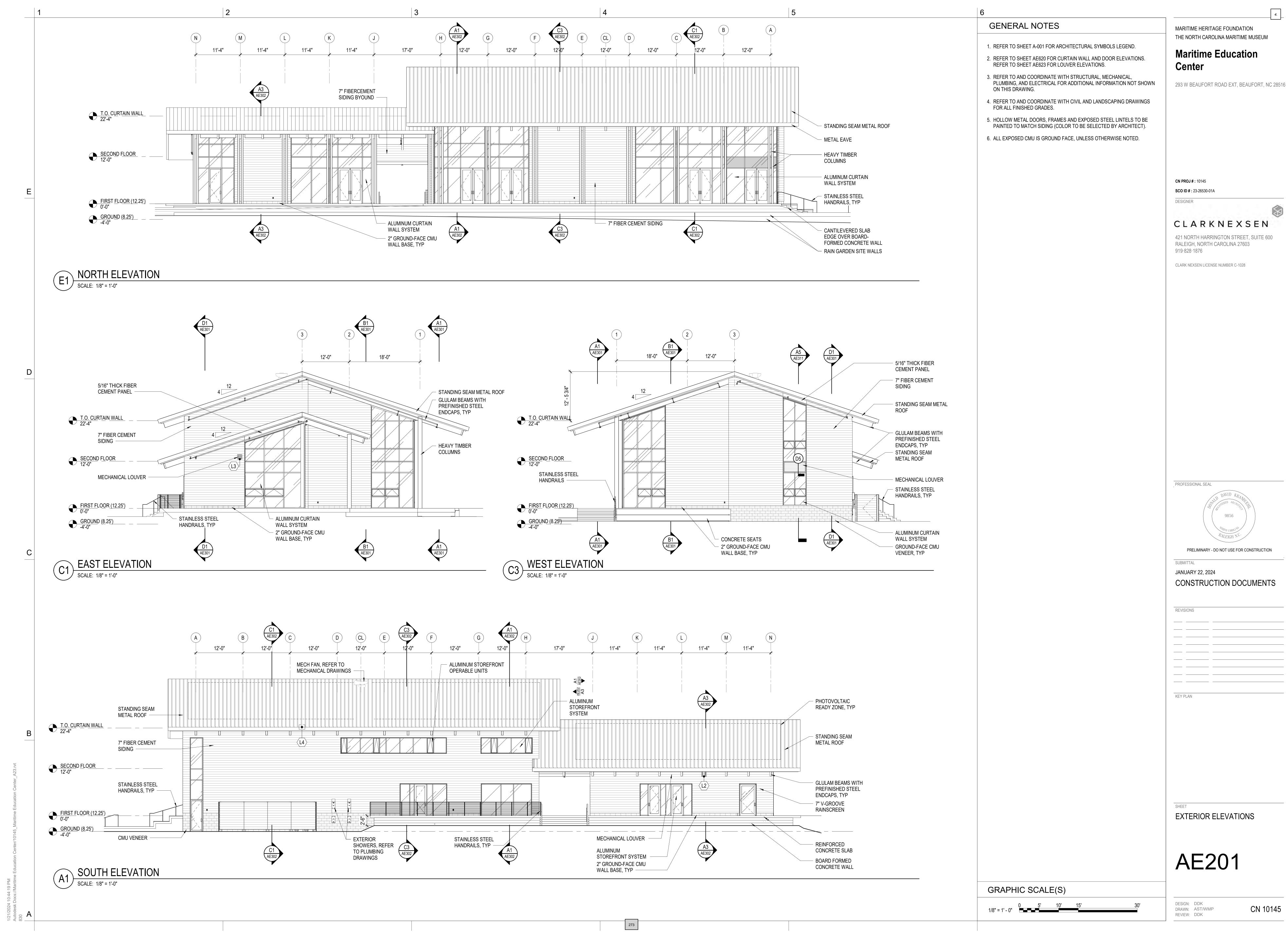
CN 10145

L7.01

PROJECT #: L22001 DESIGN: DA, GS DRAWN: KP

REVIEW: DA







#### 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 11, 2024 – 614 Broad Street – Train Depot

AGENDA CATEGORY: New Business

**SUBJECT:** To approve or deny the proposed M&H Storage Site Plan

#### **BRIEF SUMMARY:**

The Cullipher Group, agent for property owner M&H Storage LLC, has applied for site plan review to construct a 129,360sf mini storage facility including:

- 2 one-story climate-controlled mini storage prefabricated metal buildings, one with 900sf office (49,680sf each)
- 1 one-story open air RV and boat parking prefabricated metal structure (30,000sf)

A Special Use Permit was granted for the mini-storage use in August 2022. This review is just for the site plan.

#### **REQUESTED ACTION:**

Decision on Proposed Site Plan

#### **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:** March 11, 2024

**Project** 1783 Live Oak - Site Plan – M&H Storage

**THE QUESTION:** To approve or deny the proposed M&H Storage Site Plan

**BACKGROUND:** This site currently is an undeveloped tract separated from the ABC Store at the frontage of the property. A Special Use Permit for Mini-Storage Facility was issued in 2022. This administrative site plan review is the next step in the process. The Planning Board tabled this item pending additional information regarding the timeline of past approvals.

Location: 1783 Live Oak Street (1791 Live Oak is the ABC Store in front)

Applicant: The Cullipher Group
Owners: M&H Storage LLC

Requested Action: To recommend approval or denial to the Board of Commissioners

Existing Zoning B-1

PIN: 730612866063000

Size: 7.47 acres

Building Square Footage: 129,360 Square Feet

Existing Land Use: Undeveloped

#### **PUBLIC UTILITIES & WORKS:**

Water: Town of Beaufort Sanitary Sewer: Town of Beaufort

#### **OPTIONS:**

- 1. Approve the Site Plan
- 2. Deny the Site Plan based on specific failures to meet requirements.

#### **Exhibits:**

Attachment A - BOC Staff Report

Attachment B - Vicinity Map

Attachment C - Site Plan – M&H Storage

Attachment D - SUP Case 22-16 Signed Order

M&H Storage – Site Plan March 11, 2024 Board of Commissioners Meeting

#### **Staff Comments:**

The Cullipher Group, authorized agent for property owner M&H Storage LLC, has applied for site plan review to construct a 129,360sf mini storage facility including:

- 2 one-story climate-controlled mini storage prefabricated metal buildings, one with a 900sf office in it (49,680sf each)
- 1 one-story open air RV and boat parking prefabricated metal structure (30,000sf)
- Paved driveways, parking spaces, and loading/unloading areas with
- Two routes of ingress/egress connecting to the ABC Store parking lot and Beaufort Spring driveway (access easements already recorded)
- Buffer landscaping on north and east property lines with 6'-tall opaque fence and 10'-wide Type A opaque landscaping buffer
- Vehicle Accommodation Area landscaping on the west property line adjacent to parking area
- Sidewalk along frontage of M&H Storage and ABC Store properties (within existing easement)
- Stormwater conveyance and retention in accordance with NCDEQ State Stormwater Management Permit No. SW8070323 (joint with ABC Store property).
- Filling and grading in accordance with NCDEQ Approved Erosion & Sedimentation Control Plan CARTE-2024-007 (joint with ABC Store property).

The Technical Review Committee reviewed this project, provided comments, and requested additional information and revised site plans. Updated information and plans were provided. The Fire Marshal, Public Works Director, Public Utilities Director, and Assistant Town Engineer have confirmed that the updated project complies with applicable requirements.

The Town Manager requested that the applicant consider coordinating stormwater management with the Town's newly purchased property directly west of the subject property. The applicant identified that they would like to move forward with their proposed development review at this time, but will consider joint stormwater management in the future, stating "We are open to discussion at the point the Town has a plan and a concept presented for them to review."

A Special Use Permit without site plan was issued for the Mini-Storage Facility in August 2022. Two conditions were placed on the SUP: a five-year expiration date, and a requirement to resolve the boundary line dispute between the subject property and the eastern abutting property (Beaufort Spring Housing Association). This property line dispute was resolved in November 2022, rendering the SUP effective.

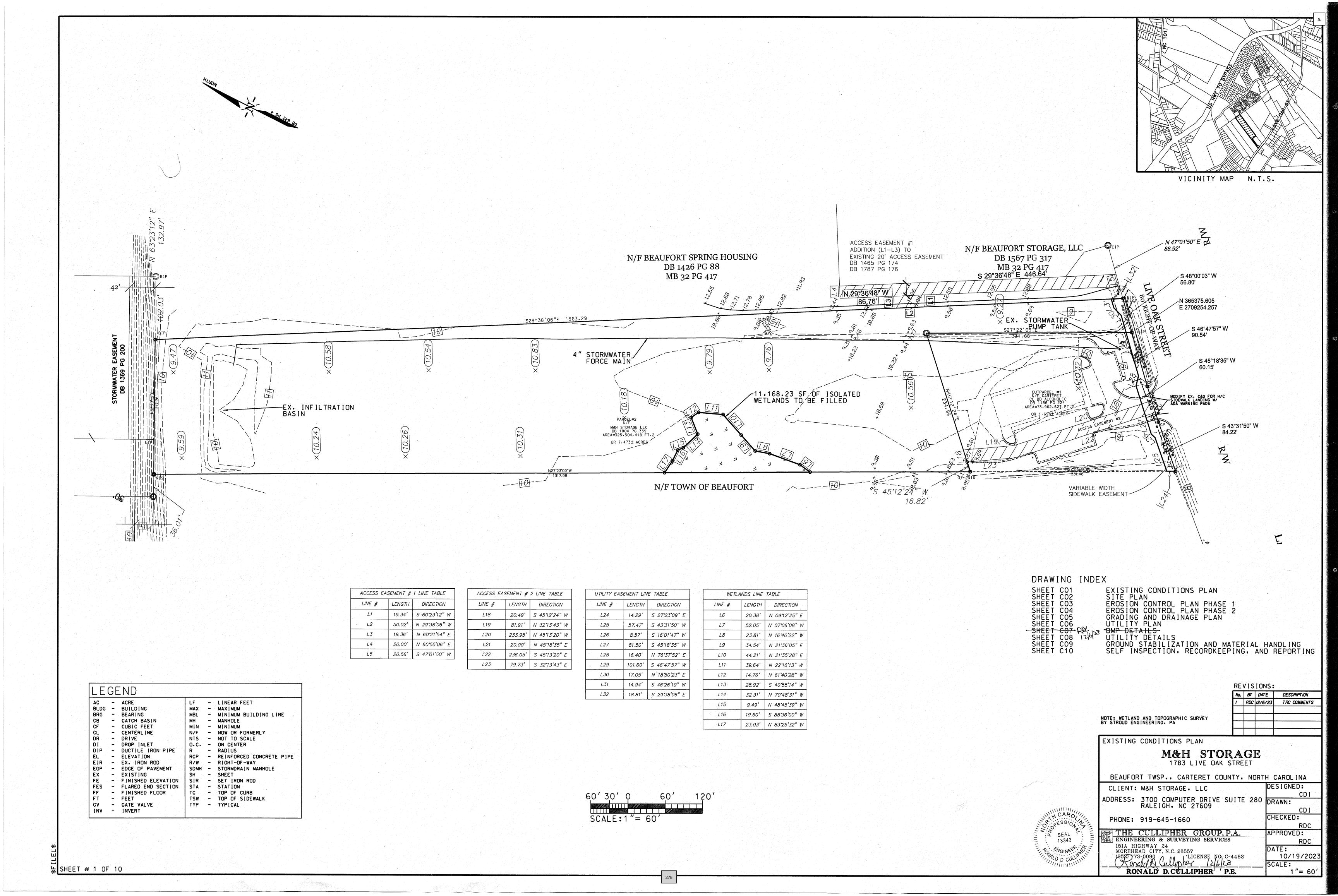
The Planning Board met on February 19, 2024 to review this proposed site plan and unanimously recommended approval.

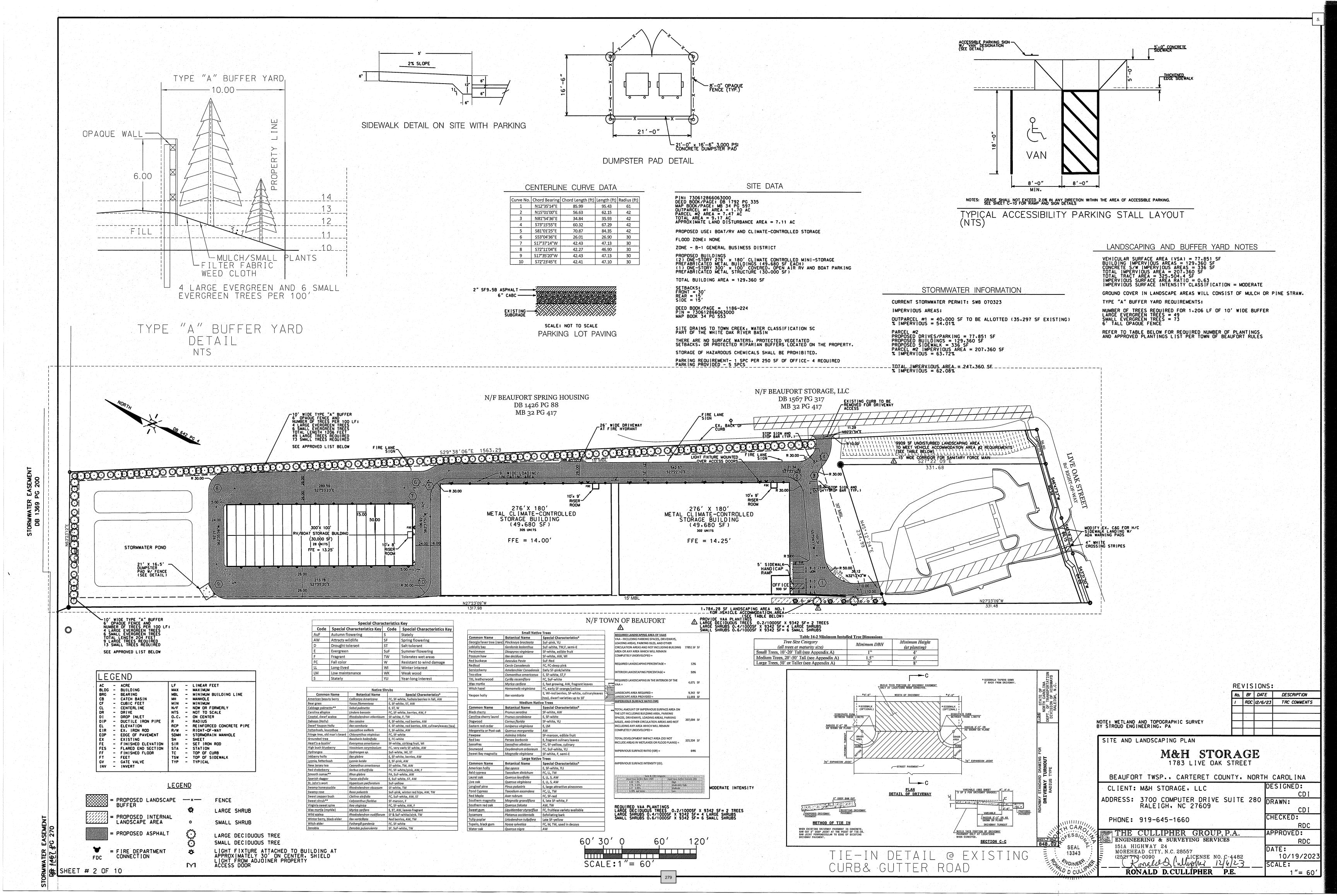
#### **Conclusion**

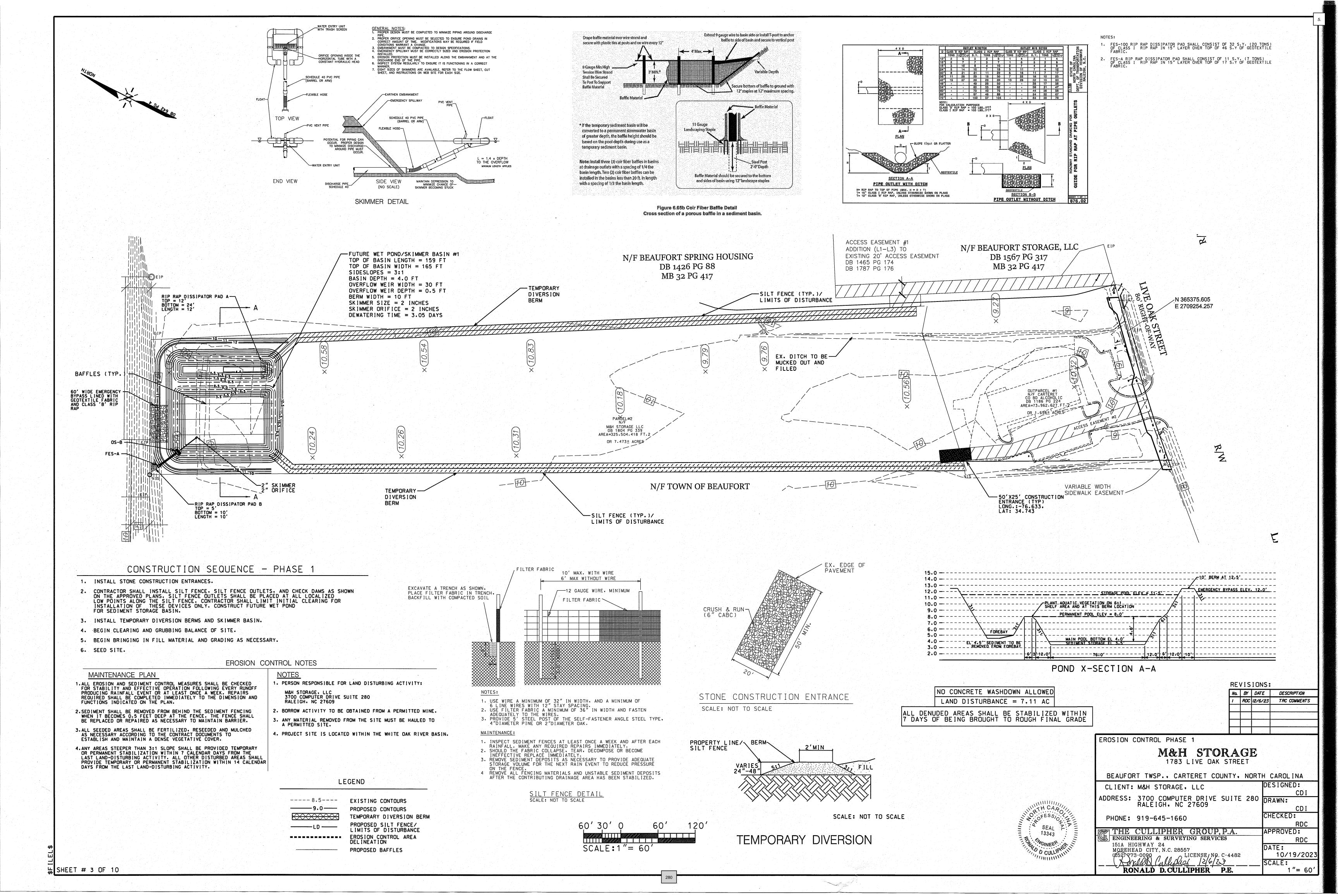
This project meets the design criteria required in the LDO and staff recommends approval.

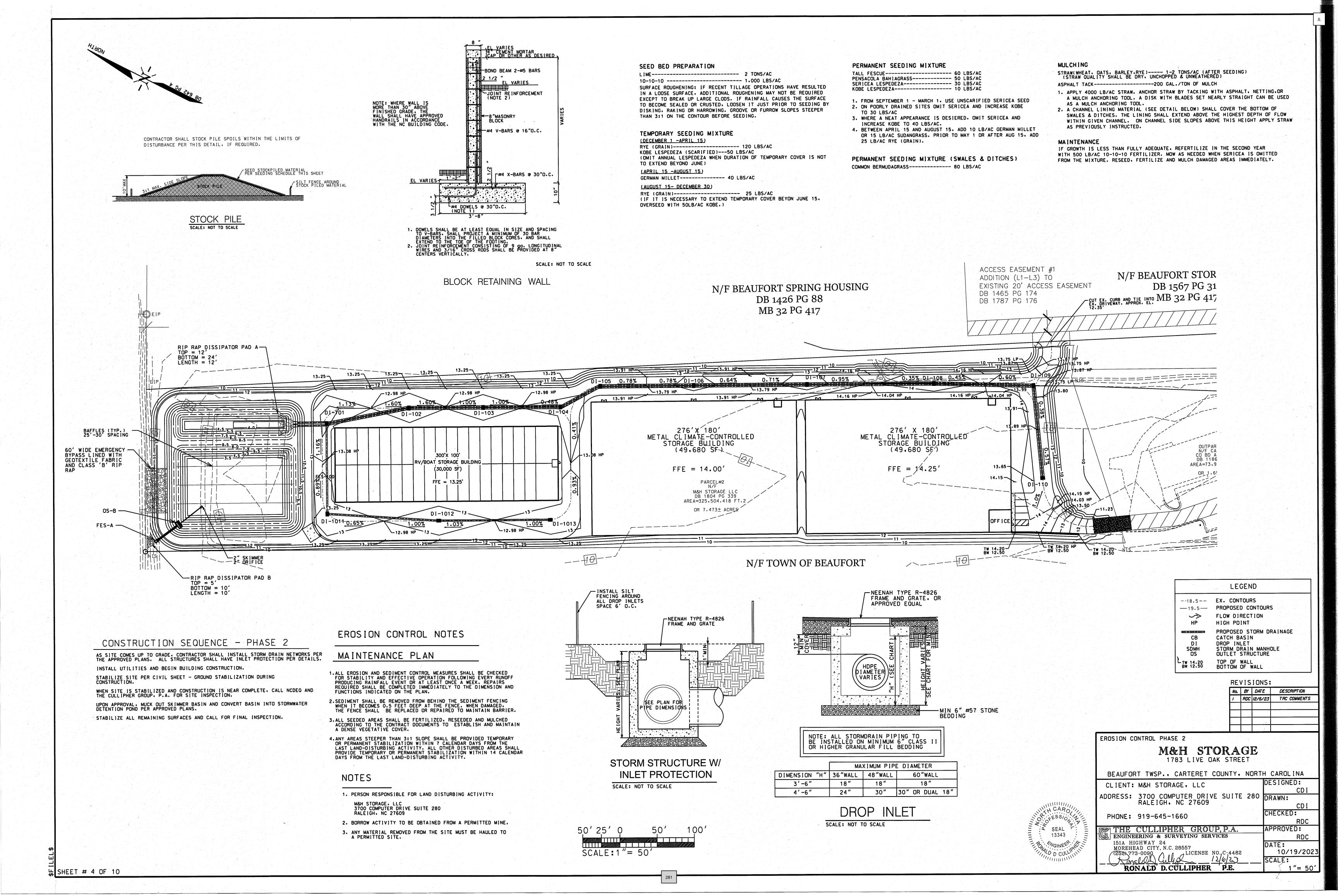
## M & H Storage Site Plan Vicinity Map 1783 Live Oak Street

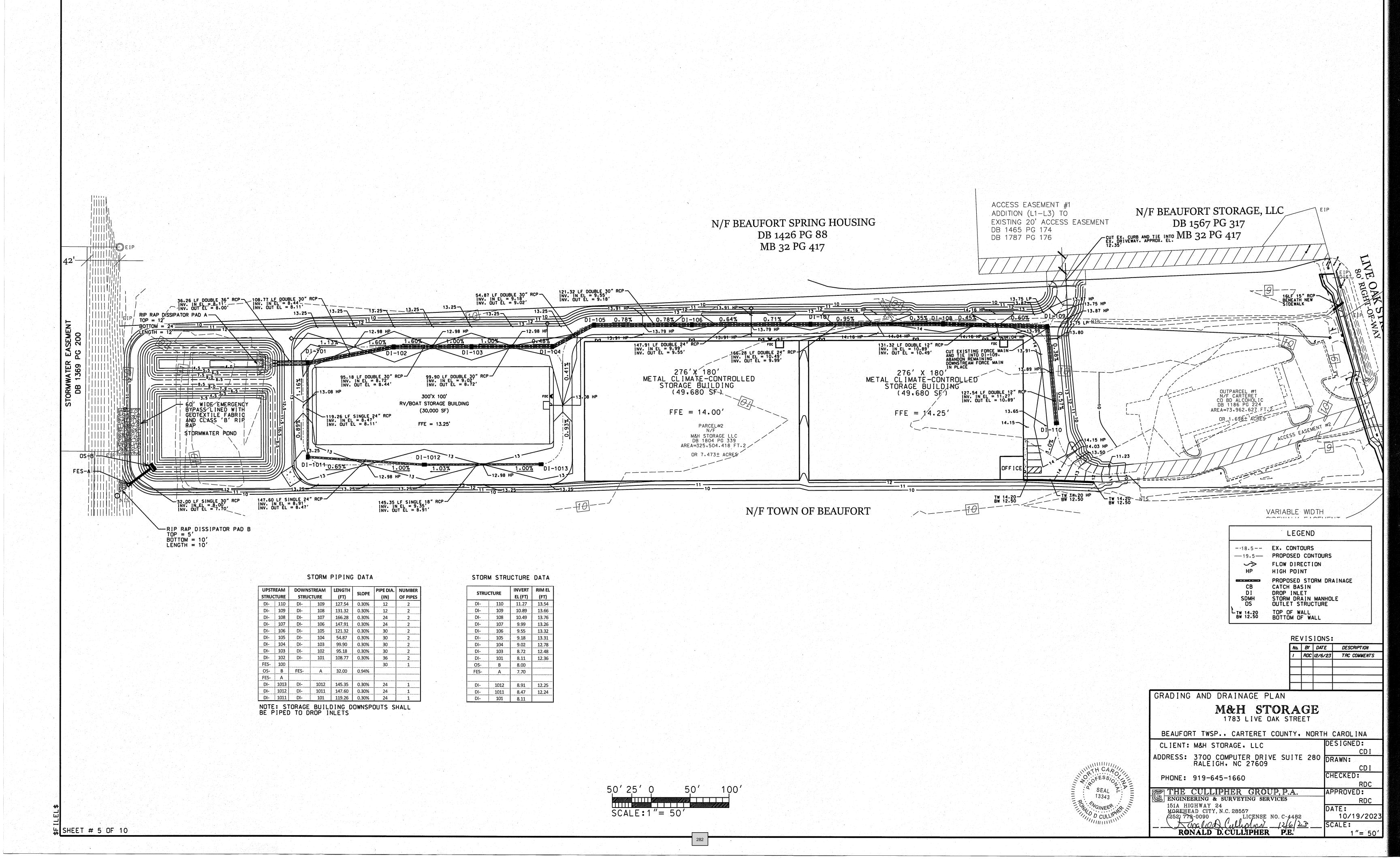


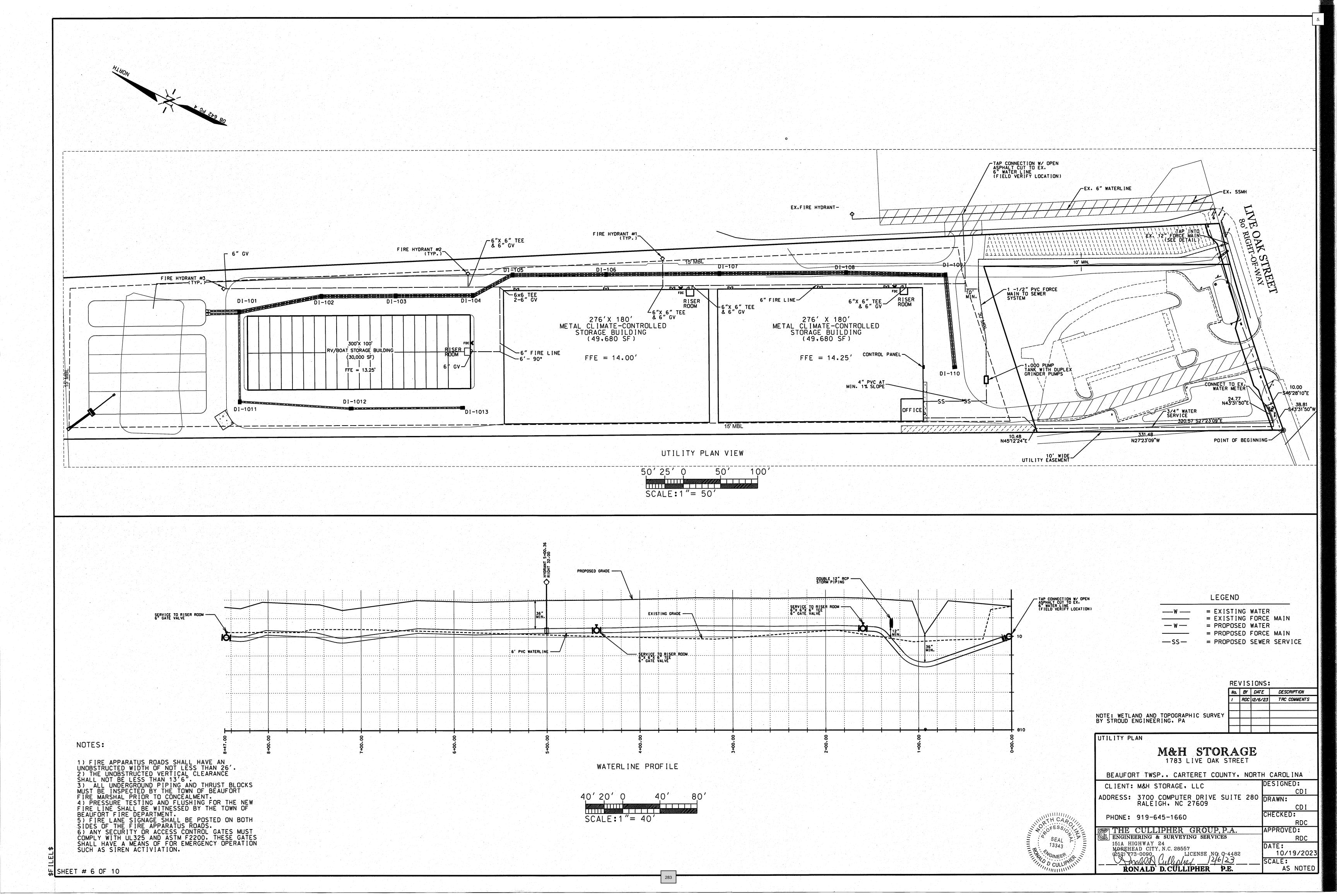


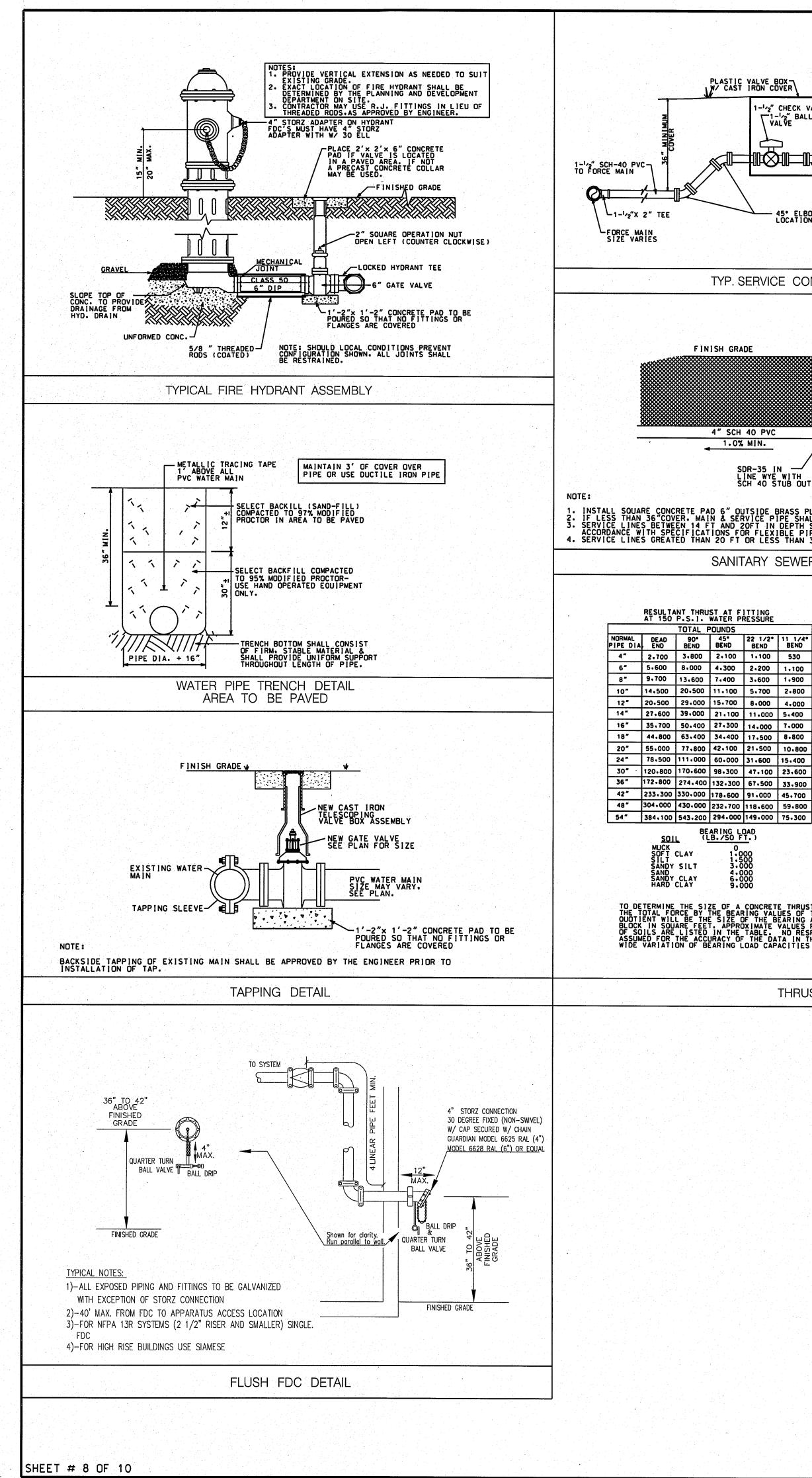


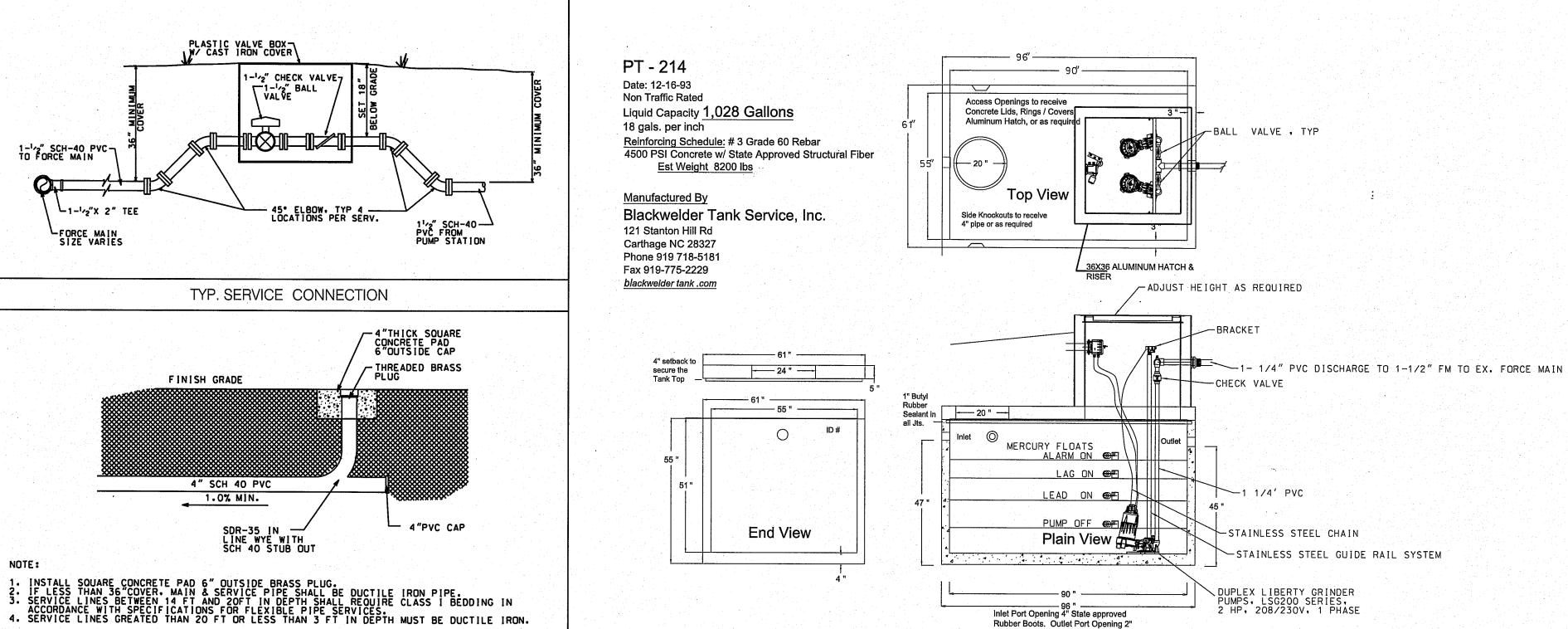












SANITARY SEWER SERVICE

TYPES OF THRUST BLOCKING

THRU LINE CONNECTION. CROSS USED AS TEE.

SEE BEAUFORT MANUAL FOR ADDITIONAL DETAILS ON THRUST BLOCKING

CHANGE LINE SIZE. REDUCER DIRECTION CHANGE. TEE USED AS ELBOW

6. DIRECTION CHANGE. CROSS USED AS ELBOW 7. DIRECTION CHANGE

DIRECTION CHANGE. ELBOW

THRUST BLOCKING DETAIL

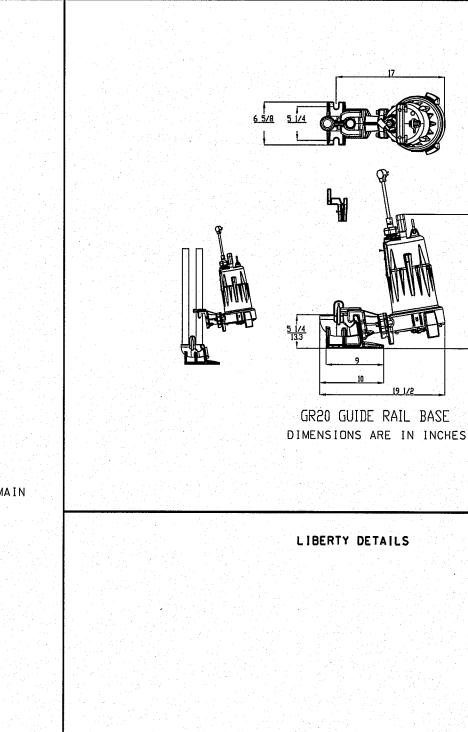
RESULTANT THRUST AT FITTING AT 150 P.S.I. WATER PRESSURE

TOTAL POUNDS

MUCK SOFT CLAY SILT SANDY SILT SANDY CLAY HARD CLAY

Inlet Port Opening 4" State approved Rubber Boots. Outlet Port Opening 2" State approved Rubber Boots

PUMP TANK DETAIL



REVISIONS: No. BY DATE DESCRIPTION

UTILITY DETAILS

M&H STORAGE 1783 LIVE OAK STREET

BEAUFORT TWSP. CARTERET COUNTY, NORTH CAROLINA DESIGNED: CLIENT: M&H STORAGE. LLC ADDRESS: 3700 COMPUTER DRIVE SUITE 280 DRAWN:

PHONE: 919-645-1660

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

151A HIGHWAY 24

MOREHEAD CITY, N.C. 28557
(252) 773-0090

Collaboration | 26/23

RONALD D. CULLIPHER P.E. LICENSE NO. C-4482

SEAL 13343 4. WGINEEK

APPROVED: DATE: 12/6/2023 SCALE: NTS

CHECKED:

## GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

### SECTION E: GROUND STABILIZATION

	Re	equired Ground Stabil	ization Timeframes
Si	te Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a)	Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b)	High Quality Water (HQW) Zones	7	None
(c)	Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d)	Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e)	Areas with slopes flatter than 4:1	14	<ul> <li>-7 days for perimeter dikes, swales,</li> <li>ditches, perimeter slopes and HQW Zones</li> <li>-10 days for Falls Lake Watershed unless</li> <li>there is zero slope</li> </ul>

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

## GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table helow.

Temporary Stabilization	Permanent Stabilization
<ul> <li>Temporary grass seed covered with straw or other mulches and tackifiers</li> </ul>	Permanent grass seed covered with straw or other mulches and tackifiers
Hydroseeding     Rolled erosion control products with or	Geotextile fabrics such as permanent soil reinforcement matting
without temporary grass seed	Hydroseeding
<ul> <li>Appropriately applied straw or other mulch</li> <li>Plastic sheeting</li> </ul>	Shrubs or other permanent plantings covered with mulch
	Uniform and evenly distributed ground cover sufficient to restrain erosion
	Structural methods such as concrete, asphalt or retaining walls
	Rolled erosion control products with grass seed

## **POLYACRYLAMIDES (PAMS) AND FLOCCULANTS**

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

### **EQUIPMENT AND VEHICLE MAINTENANCE**

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

### LITTER. BUILDING MATERIAL AND LAND CLEARING WASTE

- 1. Never bury or burn waste. Place litter and debris in approved waste containers.
- 2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
- Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- 4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
- 5. Cover waste containers at the end of each workday and before storm events or
- provide secondary containment. Repair or replace damaged waste containers. 6. Anchor all lightweight items in waste containers during times of high winds.
- 7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- 8. Dispose waste off-site at an approved disposal facility.
- 9. On business days, clean up and dispose of waste in designated waste containers.

### PAINT AND OTHER LIQUID WASTE

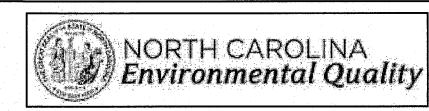
- 1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- 2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- 3. Contain liquid wastes in a controlled area.
- 4. Containment must be labeled, sized and placed appropriately for the needs of site.
- 5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

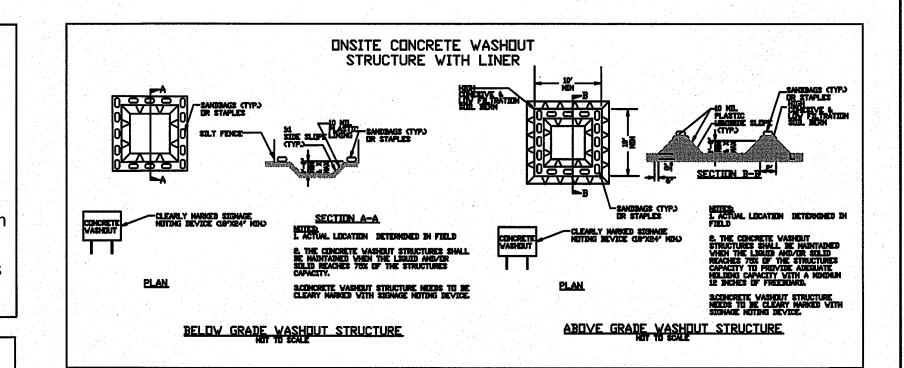
### PORTABLE TOILETS

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

## EARTHEN STOCKPILE MANAGEMENT

- Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably
- Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
- Provide stable stone access point when feasible.
- Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.





### **CONCRETE WASHOUTS**

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

## HERBICIDES, PESTICIDES AND RODENTICIDES

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

## **HAZARDOUS AND TOXIC WASTE**

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

NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

M&H STORAGE 1783 LIVE OAK STREET CLIENT: M&H STORAGE, LLC



GROUND STABILIZATION AND MATERIALS HANDLING BEAUFORT TWSP. CARTERET COUNTY. NORTH CAROLINA DESIGNED: ADDRESS: 3700 COMPUTER DRIVE SUITE 280 DRAWN: RALEIGH, NC 27609 CHECKED: PHONE: 919-645-1660 THE CULLIPHER GROUP, P.A. ENGINEERING & SURVEYING SERVICES APPROVED: 151A HIGHWAY 24 MOREHEAD CITY, N.C. 28557 10/19/2023 RONALD D. CULLIPHER P.E. CALE: 1"= 50'

**REVISIONS:** 

No. BY DATE DESCRIPTION

RDC 11/22/23 TRC COMMENTS

SHEET # 9 OF 10

## PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

### **SECTION A: SELF-INSPECTION**

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

Inspect	Frequency (during normal business hours)	Inspection records must include:
(1) Rain gauge maintained in good working order	Dally	Daily rainfall amounts.  If no daily rain gauge observations are made during weekend of holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those unattended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division.
(2) E&SC Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	<ol> <li>Identification of the measures inspected,</li> <li>Date and time of the inspection,</li> <li>Name of the person performing the inspection,</li> <li>Indication of whether the measures were operating properly,</li> <li>Description of maintenance needs for the measure,</li> <li>Description, evidence, and date of corrective actions taken.</li> </ol>
(3) Stormwater discharge outfalls (SDOs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	<ol> <li>Identification of the discharge outfalls inspected,</li> <li>Date and time of the inspection,</li> <li>Name of the person performing the inspection,</li> <li>Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration,</li> <li>Indication of visible sediment leaving the site,</li> <li>Description, evidence, and date of corrective actions taken.</li> </ol>
(4) Perimeter of site	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	<ul> <li>If visible sedimentation is found outside site limits, then a record of the following shall be made:</li> <li>1. Actions taken to clean up or stabilize the sediment that has left the site limits,</li> <li>2. Description, evidence, and date of corrective actions taken, and</li> <li>3. An explanation as to the actions taken to control future releases.</li> </ul>
(5) Streams or wetlands onsite or offsite (where accessible)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made:  1. Description, evidence and date of corrective actions taken, and 2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit of this permit.
(6) Ground stabilization measures	After each phase of grading	<ol> <li>The phase of grading (installation of perimeter E&amp;SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover).</li> <li>Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible.</li> </ol>

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

## PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

### **SECTION B: RECORDKEEPING**

## 1. E&SC Plan Documentation

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

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

## 2. Additional Documentation

In addition to the E&SC Plan documents above, the following items shall be kept on the site

and available for agency inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

- (a) This general permit as well as the certificate of coverage, after it is received.
- (b) Records of inspections made during the previous 30 days. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.
- (c) All data used to complete the Notice of Intent and older inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

### DART III

## SELF-INSPECTION, RECORDKEEPING AND REPORTING

### **SECTION C: REPORTING**

#### 1. Occurrences that must be reported

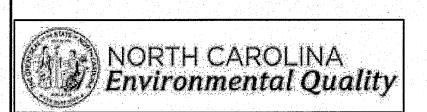
Permittees shall report the following occurrences:

- (a) Visible sediment deposition in a stream or wetland.
- (b) Oil spills if:
- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).
- (a) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.
- (b) Anticipated bypasses and unanticipated bypasses.
- (c) Noncompliance with the conditions of this permit that may endanger health or the environment.

## 2. Reporting Timeframes and Other Requirements

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

Occurrence	Reporting Timeframes (After Discovery) and Other Requirements
(a) Visible sediment	Within 24 hours, an oral or electronic notification.
deposition in a stream or wetland	Within 7 calendar days, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis.
	<ul> <li>If the stream is named on the <u>NC 303(d) list</u> as impaired for sediment- related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions.</li> </ul>
(b) Oil spills and release of hazardous substances per Item 1(b)-(c) above	<ul> <li>Within 24 hours, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release.</li> </ul>
(c) Anticipated bypasses [40 CFR 122.41(m)(3)]	<ul> <li>A report at least ten days before the date of the bypass, if possible.</li> <li>The report shall include an evaluation of the anticipated quality and effect of the bypass.</li> </ul>
(d) Unanticipated bypasses [40 CFR 122.41(m)(3)]	<ul> <li>Within 24 hours, an oral or electronic notification.</li> <li>Within 7 calendar days, a report that includes an evaluation of the quality and effect of the bypass.</li> </ul>
(e) Noncompliance with the conditions of this permit that may endanger health or the environment[40 CFR 122.41(I)(7)]	<ul> <li>Within 24 hours, an oral or electronic notification.</li> <li>Within 7 calendar days, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(I)(6).</li> <li>Division staff may waive the requirement for a written report on a case-by-case basis.</li> </ul>



NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

EFFECTIVE: 04/01/19

REVISIONS:

No. BY DATE DESCRIPTION

I RDC 11/22/23 TRC COMMENTS

DATE:

SCALE:

10/19/2023

1"= 50'



SELF INSPECTION, RECORDKEEPING, AND REPORTING

M&H STORAGE

1783 LIVE OAK STREET

BEAUFORT TWSP., CARTERET COUNTY, NORTH CAROLINA

CLIENT: M&H STORAGE, LLC

ADDRESS: 3700 COMPUTER DRIVE SUITE 280

RALEIGH, NC 27609

PHONE: 919-645-1660

THE CULLIPHER GROUP, P.A.

APPROVED:

THE CULLIPHER GROUP, P.A.

ENGINEERING & SURVEYING SERVICES

151A HIGHWAY 24

MOREHEAD CITY, N.C. 28557
(252) 773-0090

LICENSE NO. C-4482

WALLE (Malga) 24

RONALD D. CULLIPHER P.E.



## TOWN OF BEAUFORT ORDER APPROVING A SPECIAL USE PERMIT

The Board of Commissioners for the Town of Beaufort, having held an evidentiary hearing on June 27, 2022, to consider Case 22-16, an application for a special use permit submitted by the Carteret County ABC Board, to allow a Mini-Storage facility on the property located at 1791 Live Oak Street owned by the Carteret County ABC Board and identified by PIN # 730612856893000, Beaufort, NC, considering the standards outlined in the Town's Land Development Ordinance (hereby known as "the Ordinance"), and having heard all of the evidence and arguments presented at the hearing, makes the following FINDINGS OF FACT and draws the following CONCLUSIONS:

- 1. It is the Board's CONCLUSION/FINDINGS OF FACT after hearing testimony and reviewing the staff report and exhibits that:
  - a. The proposed use is an allowable special use in the B-1 Zoning District in which it is located;
  - b. The application is complete;
  - c. The location and character of the use will be in conformity with the Town's Land Use Plan and other comprehensive planning elements;
  - d. Streets, driveways, parking lots, traffic control, and any other traffic circulation features have been designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use;
  - e. The proposed special use will not substantially injure the value of adjoining or abutting properties;
  - f. The proposed special use is compatible and in harmony with the adjoining land uses and the development patterns of the immediate area; and
  - g. The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.
- 2. It is the Board's CONCLUSION/FINDING OF FACT after hearing testimony and reviewing the staff report and exhibits that the following conditions are reasonable and necessary to ensure that the use is consistent with the required findings in Paragraph 1 herein, as required by Section 20 (D)(5) of the Land Development Ordinance:
  - a. This Order Approving a Special Use Permit will expire 5 years from the date of the Town's final review and approval of the project Site Plan; and
  - b. This Order Approving a Special Use Permit will not become effective until the existing property boundary line dispute between Carteret County ABC and Beaufort Spring Housing Association is resolved.

Therefore, on the basis of all the foregoing, IT IS ORDERED that the application for a SPECIAL USE PERMIT BE APPROVED TO ALLOW THE CONSTRUCTION AND OPERATION OF A MINI-STORAGE FACILITY AT 1791 LIVE OAK STREET SUBJECT TO THE CONDITIONS STATED HEREIN.

Ordered this 22<sup>nd</sup> day of August, 2022.

Mayor Sharon Harker

Chair

Elizabeth Lewis
Town Clerk

he Superior Court of Carteret

NOTE: If you are dissatisfied with the decision of this Board, an appeal may be taken to the Superior Court of Carteret County within thirty (30) days after the date this order is served on you pursuant to N.C.Gen. Stat. Sec. 160D -1405(d).



#### 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 11, 2024

AGENDA CATEGORY: New Business

**SUBJECT:** Resolution- Petition for Annexation submitted by Beaufort

Agrihood Development, LLC

#### **BRIEF SUMMARY:**

The Board of Commissioners approved annexation ordinances associated with Phase 1 and Phase 2 of the Salt Wynd Development in May of 2022 and October of 2022. While these ordinances were adopted and annexation of this area was approved, the applicant failed to meet all conditions set forth in the ordinances. Because all the conditions were not met, the ordinances were not recorded in the Register of Deeds of Carteret County, North Carolina, and now considered null and void.

Beaufort Agrihood Development LLC has resubmitted a petition for voluntary annexation, which reflects a smaller area to be annexed. The annexation application and map are attached for your review. The first step in this process involves Board action to instruct the Town Clerk to investigate the sufficiency of the annexation request.

#### **REQUESTED ACTION:**

Consider adopting the attached draft Resolution instructing the Town Clerk to investigate the petition for annexation submitted by Beaufort Agrihood Development, LLC.

#### **SUBMITTED BY:**

Elizabeth Lewis, Town Clerk

#### **BUDGET AMENDMENT REQUIRED:**

N/A



This Annexation may be recorded only upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort and the transfer of ownership of the property from the Property Owner to the Applicant.

#### Town of Beaufort NC

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

#### APPLICATION FOR VOLUNTARYANNEXATION REQUEST

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

Applicant Name: Beautort	Agrihood Dev	velopment, LLC
Applicant Address: 176 Mir	ne Lake Ct., S	Ste. 100, Raleigh, NC 27615
Phone Number: (207) 449		
Property Owner Name: Wes	t, Pearl G. Tru	ustee
Address of Property:		
Phone Number: (252) 728		Email: abweskin@att.net
	PROPERTY	INFORMATION
Property Address: Pinners P	oint Rd., Beaufor	rt, NC 28516 Current Zoning: R-20
15 Digit Pin: 731609153	648000 <sub>Size</sub>	re of Property (Square Feet or Acres): 25.84 Ac.
Is the property Contiguous to t	he City Limits:  Yes	□ No;
If Not Contiguous please indica	ite how many miles it	t is to the City Limits: N/A
Current Use of Property:		
<ul><li>■ Residential</li><li>■ Commercial</li></ul>	□ Vac □ Oth	cant her:
Buther!		Date: February 8, 2024
Applicant Signature		
OFFICE USE ONLY		Revised 7/22
Received by:	Reviewed for	r Completeness By:
Date:	Date Deeme	mplete and Accepted:

6.

DocuSigned by:	
Roberta D West	2/10/2024 Date:
Property Owner Signature (if different than above)	

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

#### REQUIRED ATTACHMENTS FOR A VOLUNTARY ANNEXATION REQUEST

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

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



This Annexation may be recorded only upon the approval of the Subdivision Preliminary Plat by the Town of Beaufort and the transfer of ownership of the property from the Property Owner to the Applicant.

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Applicant Name: Beautort Ag			
Applicant Address: 176 Mine	Lake Ct., Ste. 1	00, Raleigh, NC 27615	
Phone Number: (207) 449-88		Email: beth@beltwayig.com	
Property Owner Name: West, F	Pearl G. Trustee		
Address of Property:			
Phone Number: (252) 728-73	353	Email: abweskin@att.net	
	PROPERTY INFOR		
Property Address: Pinners Point	Rd., Beaufort, NC	28516 Current Zoning: R-20	
		operty (Square Feet or Acres): 7.92 Ac.	
Is the property Contiguous to the C	ity Limits: ■ Yes □ No;		
If Not Contiguous please indicate h	ow many miles it is to th	ne City Limits: N/A	
Current Use of Property:			
<ul><li>■ Residential</li><li>□ Commercial</li></ul>	□ Vacant □ Other:		
5xH2	_	Date: February 8, 2024	
Applicant Signature			
OFFICE USE ONLY		Revised 7	7/22
Received by:	Reviewed for Comp	leteness By:	
Date:	Date Deeme 292 m	plete and Accepted:	

6.

DocuSigned by:	
Roberta D West	2/10/2024 Date:
Property Signature (if different than above)	

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Applicant Address: 176 Min	e Lake Ct., Ste.	100, Raleigh, NC 27615	
Phone Number: (207) 449		Email: beth@beltwayig.o	
Property Owner Name: Beau	fort Agrihood De	vemt, LLC	
Address of Property:			
Phone Number: (207) 449	-8801	Email: beth@beltwayig.c	com
	PROPERTY INFO	RMATION	
Property Address: 125 Bertra	nm Rd., Beaufort, N	C 28516 Current Zoning: R-20	
· · ·		roperty (Square Feet or Acres): 9.93	Ac.
Is the property Contiguous to th	e City Limits: 🗏 Yes 🛘 No	);	
If Not Contiguous please indicat	e how many miles it is to	the City Limits: N/A	
Current Use of Property:			
<ul><li>■ Residential</li><li>■ Commercial</li></ul>	□ Vacant □ Other:		
5xHel.		Date: February 8, 2024	
Applicant Signature		2	<del></del>
OFFICE USE ONLY		Re	evised 7/22
Received by:	Reviewed for Com	pleteness By:	
Date:	Date Deeme	nplete and Accepted:	

Property Owner Signature (if different than above)

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

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Joy Lawrence 2P CARTERET COUNTY JL Date 11/30/2009 Time 12:31:00 GR 1327241 Page 1 of 2

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

Joy Lawrence, Register of Beets

ExciseTax NTC	Recording Time, Book and Page
Tax Lot No	Parcel Identifier No. 7316.09.06.8198000 County on the day of, 20
Mail after recording to Grantee	
This instrument was prepared by Patrick E. Neighbors 108, Cary, North Carolina 27518 **No title opinion gi Brief description for the Index	, Esq., Attorney-at-Law, 2500 Regency Parkway, Suite ven, nor representation rendered.
NORTH CAROLINA GEI	NERAL WARRANTY DEED
assigns, and shall include singular, plural, masculine, f WITNESSETH, that the Grantor, for a valuable consideration	reminine or neuter as required by context.  Iteration paid by the Grantee, the receipt of which is here argain, sell and convey unto the Grantee in fee simple, all before the convey are all the convey ar
Tract 1: Being an 18.674 acre parcel (pin = 7316.0906	
Tract 2-11: Being all of lots 1,2,3,4, and 5, Block A, a in amp book 17, page 14.	nd lots 1,2,3,5, and 6, Block B, Gibbs Place as recorded  BOOK 1327 PAGE 241

Road shown on plat of Gibbs Place recorded in map book 17, page 14, Carteret Registry.
The property hereinabove described was acquired by Grantor by instrument recorded in:  Book 1166, Page 462
A map showing the above described property is recorded in Plat Book page
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.  Title to the property hereinabove described is subject to the following exceptions:
Of record. See prior granting instrument for any applicable exceptions.
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year for above written.
PEARL G. WEST (seal)
STATE OF NORTH CAROLINA COUNTY OF CARTERET
I, JAMES C BROCK, Notary Public Of CARTENT COUNTY, Do Hereby Certify That PEARL G. WEST Personally Appeared Before Me This Day And Acknowledged The Due Execution Of The Foregoing Instrument In Writing. Witness my hand and seal Or Stamp, This 30 Day Of November , 2007.  MY COMMISSION EXPIRES: 28 October 2012  NOTARY PUBLIC (SEAL OR STAMP)  is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in
the book and Page snown on the first page hereof.
REGISTER OF DEEDS FOR Carteret County



Deputy/Assistant - Register of Deeds

Ву

FOR REGISTRATION REGISTER OF DEED

Karen S. Hardesty Carteret County, NC August 30, 2022 9:03:57 AM

DEED # Pages: 3

Fee: \$26.00

NC Revenue Stamp: \$1,500.00

6.

FILE# 1778056

Kary S. Hardesty

Submitted electronically by "White & Allen MHC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Carteret County Register of Deeds.

#### NORTH CAROLINA GENERAL WARRANTY DEED

comparamental de composition de la prizonante de la la differencia de la lacal de la composition de la lacal de la composition de la lacal de la composition della composition della composition de la composition de la composition de la composition della composition				
Mail/Box to:///healty Law/Group, PA, PA Box 360/ Beaution This instrument was prepared by: C. R. Wheatly, III	Ncidsid White & Allen, PA File #M128436-3			
Brief description for the Index: 125 Bertram Road and 000 Live C	Pak Street			
THIS DEED made this 30 day of August, 2022	2, by and between			
GRANTOR	GRANTEE			
Bertram Rental Properties, LLC A North Carolina Corporation 416 Victoria Hills Drive S Fuquay Varina, NC 27526	Beaufort Agrihood Development, LLC A North Carolina Limited Liability Company 10 State Road #289 Bath, ME 04530			

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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

Being all of that tract or parcel of land as shown on map entitled "Existing Parcel Survey for Fred Bertram" dated July 23, 2014 and prepared by Powell Surveying Company, P.A., and recorded in Map Book 33, Page 28, Carteret County Registry.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1580, Page 014.

A map showing the above described property is recorded in Plat Book 33, Page 28, Carteret County Registry.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

	Michael	12. Put SEAL
	Michael L. I Properties,	ertram, Member/Manager of Bertram Renta
		(SEAL
	William Ke Rental Prop	lly Bertram, Member/Manager of Bertran erties, LLC
FLORIDA State of North Carolina County of OKALOSSA		
I, a notary public of the county and state aforesaid, certiand acknowledged that he is a Member/Manager of Be Comapny, and further acknowledged the due execution of	rtram Rental Properti	es, LLC, A North Carolina Limited Liability
WITNESS my hand and notarial seal this the	25 day of Augs	2022
	Name Dallie	Notary Public State of Florida
	Notary Public	Eric W Roberts My Commission
My commission expires: $\frac{10/27/2025}{}$		тин на 191691 Exp.10/27/2025
State of North Carolina		
County of		
I, a notary public of the county and state aforesaid, certiday and acknowledged that he is a Member/Manager of I Company, and further acknowledged the due execution of	Bertram Rental Proper	ties, LLC, A North Carolina Limited Liability
WITNESS my hand and notarial seal this the	day of	, 2022.
	Notary Public	
My commission expires:	,	

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010 Printed by Agreement with the NC Bar Association

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1580, Page 014.

A map showing the above described property is recorded in Plat Book 33, Page 28, Carteret County Registry.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

					(SEAL)
			Michael L. Bertran Properties, LLC	n, Member/Manago	er of Bertram Rental
			William Kelly Bo Rental Properties,	ertram, Member/M	(SEAL) anager of Bertram
State of North Carolina County of					
I, a notary public of the count and acknowledged that he is a Comapny, and further acknow	Member/Manag	er of Bertram R	ental Properties, LL	nersonally appeared C, A North Carolin	before me this day a Limited Liability
WITNESS my hand a	nd notarial seal th	is the 0	lay of	, 2022.	
		Nota	ry Public		
My commission expires:					12
State of North Carolina County of West		gggganta ng pinèn Ambi			
I, a notary public of the count day and acknowledged that he Company, and further acknow	is a Member/Man	ager of Bertram	Rental Properties, L	<u>m</u> personally appea LC, A North Carolii	red before me this na Limited Liability
WITNESS my hand a	nd notarial seal th	is the <u>25</u> (	May of Augus	- Mad	
	1	ANIA OF	ry Public		
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NC Bar Association Form No. 3 @ 1976 Printed by Agreement with the NC Bar A	, Revised © 1/1/2010 Association	NON PORTE	DI JOHN TO THE STATE OF THE STA		

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THOOD DE #289  FIRE K/PG 33  DEEC Type	FEA #
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PID R 7316.09.16.15560 LISTER 11/20/2014 VWD TWP BEAUFORT LOT BLK NBHD 11000200 USE LEGAL: ACREAGE OFF HW SALES	1 8/3 1 6/2 ode D 0068D M
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PID R 7316.09.15.3648000 LISTER 10/05/2020 MEH	DRT CITY BLK 3200 USE 000800 VACANT	LEGAL: PI IR 2 PEARL G WEST	Seq Zone Code Use Description Front Depth Back FT #Units 1 110227 TILLABLE GOC	110228	110233	
PID R 7316.09.15.364800 LISTER 10/05/2020 MEH	TWP BEAUFORT LOT BLK NBHD 11000200	LEGAL: PI	Seq Zone Front 1	2	м	

#### PM3067~002 - Salt Wynd Preserve

Application for Voluntary Annexation Request, 2/16/2024

#### **List of Adjoining Property Owners**

- 1. FRANK GRASSI, DB 1479 PG 116, PIN: 731609077308000
- 2. BRATCHER CEMETERY, DB 292 PG 366, PIN: 731609077242000
- BERTIE NEELY, DB 330 PG 258, PIN #731609167703000
- 4. TERRENCE SMITH, DB 1305 PG 284, PIN: 731609251730000
- 5. WILLIAM & APOLLONI KAESER, DB 1280 PG 115, PIN: 731609252438000
- ERNEST III & TRUDY PARKER, DB 613 PG 233, PIN: 731609253204000
- 7. AUDREY PARKER, DB 511 PG 274, PIN: 731609251241000
- 8. LINWOOD & TRUDY PARKER, DB 550 PG 106, PIN: 731609159181000
- 9. JAMES & HAZEL GUTHRIE, DB 1402 PG 71, PIN: 731609158055000
- 10. NORTH RIVER METHODIST CHURCH, DB 1790 PG 466, PIN: 731609157003000
- 11. JANELLE MCCORD, DB 1809 PG 78, PIN: 731609155026000
- 12. RENEE SPEAR, DB 1183 PG 251, PIN: 731609153261000
- 13. MARVIN & LINDA HINES, DB 1657 PG 213, PIN: 731609152370000
- 14. ROBERTA WEST, DB 1799 PG 218, PIN: 731609150384000
- 15. FOREST CHAPMAN, DB 1679 PG 337, PIN: 731609058395000
- 16. ARTHUR & DEBORA FULCHER, DB 1796 PG 438, PIN: 731609058444000
- 17. JAMES LAWRENCE, DB 778 PG 225, PIN: 731609056845000
- 18. MELTON JR. & LINDA LAWRENCE, DB 1414 PG 359, PIN: 731609055984000
- 19. MELTON JR. & LINDA LAWRENCE, DB 392 PG 370, PIN: 731609065043000
- 20. STATE EMPLOYEES CREDIT UNION, DB 1394 PG 4, PIN: 731609063522000
- 21. TILLER SCHOOL FOR ELEMENTARY, DB 739 PG 713, PIN: 731609066779000

#### STROUD ENGINEERING, P.A.

3302-C Bridges Street Morehead City, NC 28557 O: (252) 247-7479 F: (252) 247-4098

# LETTER OF TRANSMITTAL

					JOB NO.	PM3067~002 - Salt Wynd Preserve	
					DATE	2/16/2024	
To	0				ATTENTION	ON Kyle Garner, Planning Director	
TO	OWN OF BEAUF	ORT			RE: Application for Voluntary Annexation Request Submittal		
	_	-					
	1 Front Street				-		
Ве	eaufort, NC 2851	6					
WE ARE	SENDING YOU:						
COPIES	DATE	NO.			DESCRIPT	PTION	
1	2/16/2024		Application for	Voluntary Annexation	Request,	it, signed	
1	2/16/2024		Annexation Ma	p, 24" x 36"			
1	2/16/2024		DB 1327 PG 24	41 - Deed for Pearl W	est Truste	stee properties	
1	2/16/2024		DB 1778 PG 56	6 - Deed for Beaufort A	Agrihood [	Development LLC property	
1	2/16/2024		Typed list of ad	joining property owner	rs		
1	2/16/2024		Carteret Count	y tax parcel card for P	IN: 73160	509066438000	
1	2/16/2024		Carteret Count	y tax parcel card for P	IN: 73160	609161556000	
1	2/16/2024			y tax parcel card for P			
1	2/16/2024		Written ch	eck for \$350.	applicat	ation fee (Stroud Engineering PA, check#23604)	
					11		
THESE A	RE TRANSMITTED	AS CH	ECKED BELOW:				
	For approva	al		☐ Approved as submitte	ed	☐ Resubmit copies for approval	
	☐ For your us			☐ Approved as noted		☐ Submit copies for distribution	
	☐ As requeste		mment	<ul><li>☐ Returned for correcti</li><li>☐ Other</li></ul>	ons	☐ Return corrected prints	
	☐ FOR BIDS D			☐ PRINTS RETURNED A	FTER LOAN	N TO US	
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						A. Minerosana S. Nelst J. W. M.	
СОРҮ ТС	)				·	SIGNED	
						Kendall Hollis, El	

JOB NO.



# TOWN OF BEAUF OR 701 FRONT ST. PO BOX 390 BEAUFORT, NC 28516-03

**INVOICE #** 

24-00726

INVOICE DATE: 02/19/24

**DUE DATE:** 

ACCOUNT ID: BEAUF235 F N: 1 7(

Beaufort Agrihood Dev LLC 176 Mine Lake Ct Suite 100

Raleigh, NC 27615

QUANTITY/UNIT	SERVICE ID	DESCRIPTIO		UNIT PRICE	AMOUNT
		Annexation 125	ram Rd		
1.0000	APPFEE	Other Applicatio	es	350.000000	350.00
		Annexation 125	tra <b>m Rd</b>		
				TOTAL DUE:	\$ 350.00
				_	



PAYMENT COUPON - PLEASE L ACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

TOWN OF BEAUFORT 701 FRONT ST. PO BOX 390 BEAUFORT, NC 28516-0390

> Beaufort Agrihood Dev LLC 176 Mine Lake Ct Suite 100 Raleigh, NC 27615

INVOICE #: 24-00726

DESCRIPTION: Annexation 125 Bertram Rd ACCOUNT ID: BEAUF235 PIN: 857770

DUE DATE:

TOTAL DUE: \$350.00





# VICINITY (N.T.S.)

# NOTES:

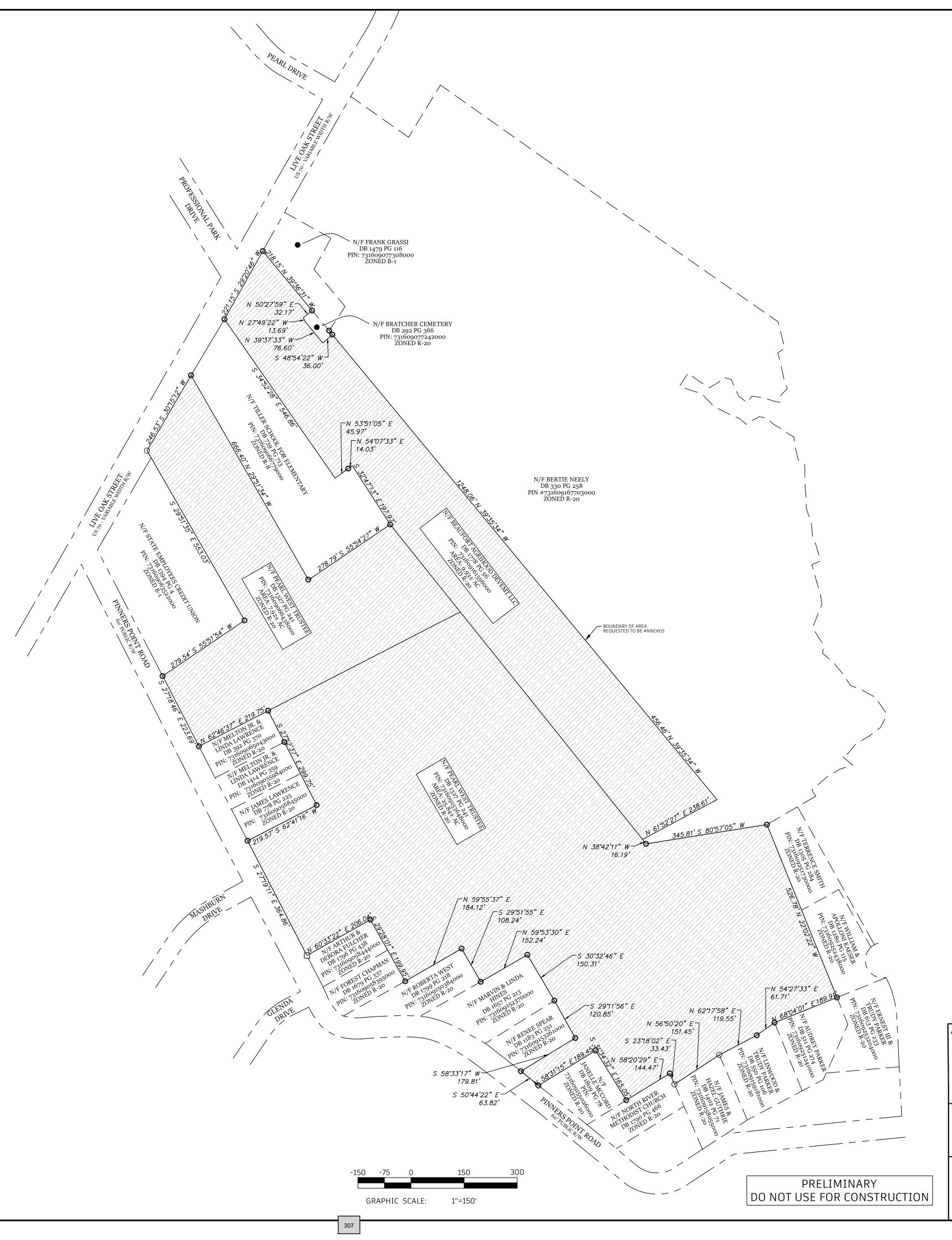
- 1. PARCELS ARE CURRENTLY ZONED R-20 PER THE TOWN OF BEAUFORT LAND DEVELOPMENT ORDINANCE.
- 2. THE PURPOSE OF THIS MAP IS FOR TOWN OF BEAUFORT ANNEXATION.

# LEGEND

AREA REQUESTED TO BE ANNEXED

**BOUNDARY LINE** ADJOINING PROPERTY LINE EXISTING RIGHT-OF-WAY

> TOTAL AREA TO BE ANNEXED: 43.69± ACRES AREA WITHIN PARCEL 731609161556000 9.93± ACRES AREA WITHIN PARCEL 731609066438000: 7.92± ACRES AREA WITHIN PARCEL 731609153648000: 25.84± ACRES



R E V I S I O N S
BY NO. DATE DESCRIPTION

SURVEYED: JTM

DRAWN: KLH

ANNEXATION MAP FOR:

# SALT WYND PRESERVE

BEAUFORT TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA

OWNER: BEAUFORT AGRIHOOD DEVELOPMENT, LLC. ADDRESS: 176 MINE LAKE CT SUITE 100 RALEIGH, NC 27615

PHONE: 207-449-8801

APPROVED: N/A DATE: 12-28-23

STROUD ENGINEERING, P.A.

422 HIGHWAY 24

MOREHEAD CITY, NC 28557
(252) 247-7479

LICENS SCALE: 1"=150' SHEET1 OF 1 LICENSE NO.C-0647

PROJECT NO.: <u>PM3067~00</u>2 DRAWING NO.: ANNEXATION MAP



# RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 RESOLUTION NO. 24-\_\_\_\_

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on February 19, 2024 by the Town of Beaufort; and

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

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

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

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

Adopted this day of March 2024.		
	Sharon E. Harker, Mayor	
Elizabeth Lewis, Town Clerk	<del></del>	



### **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 11, 2024 Train Depot, 614 Broad Street Beaufort, NC 28516

**AGENDA CATEGORY:** New Business

**SUBJECT:** Paid Parking Program and RFP

#### **BRIEF SUMMARY:**

Staff will share recommendations from the Parking Committee and staff recommendations for outsourcing the parking management program.

#### **REQUESTED ACTION:**

Approval to outsource paid parking program and select Pivot Parking as the parking management provider for the Town of Beaufort.

#### **EXPECTED LENGTH OF PRESENTATION:**

15 minutes

#### SUBMITTED BY:

Paul Burdette - Chief of Police

Christi Wood - Finance Director

#### **BUDGET AMENDMENT REQUIRED:**

No



#### **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 11, 2024

AGENDA CATEGORY: New Business Rock the Dock

The Beaufort Business Association has submitted an event application requesting to host 30 Rock the Dock (formerly Music in the Park) events in John Newton Park. These events would take place from 5-8 p.m. and would be free to the public. The park would be utilized from 4-9 p.m. The application includes a request for an alcohol waiver for all 30 events as the BBA would sell beer and wine in the park.

#### Requested 2024 Dates:

April 4, 11, 18 & 15 May 2, 9, 16, 23 & 30 June 6, 13, 20 & 27 July 4, 11, 18 & 25 Aug. 1, 8, 15, 22 & 29 Sept. 5, 12, 19 & 26 Oct. 3, 10, 17, 24

The BBA has requested to utilize Town electricity for these events. Electricity is available to event organizers at \$50 per event which covers the electrical usage as well as staff. The BBA has asked the Town to consider a reduction in this charge as the total for 30 events is \$1,500. Staff asks the Board for specific direction on this request.

They have also requested lighting in the park for the early and late months. Additional lighting is not available beyond what is already provided in this location on a regular basis. Event organizers are welcome to provide additional lighting during their events in accordance with Town event guidelines.

The request for the presence of alcohol on Town property during an event triggers the Town's alcohol/security requirement for event organizers to hire 2 officers at the for-hire rate for the duration of the event. This would be 2 officers per event at \$50/hour for 3 hours at 30 events (Total: \$9,000). The Town and the Police Chief have historically agreed to waive this requirement with the understanding that if the crowd size/nature of the event changes that this requirement could be reinstated at any time. The Police Chief has agreed to waive this requirement for 2024 with the outlined understanding. To date the police department has been able to safely accommodate the Rock the Dock events utilizing on-duty staff.

#### Requests of the Town:

• Use of John Newton Park for 30 Thur in 2024 from 4-9 p.m. (Event times are 5-8

8.

- p.m.) starting Thursday, April 4 and continuing through Thursday, Oct. 24
- Alcohol waiver for the purpose of sale and consumption of alcohol on Town property contained to John Newton Park.
- Use of electricity
- Discounted Fees for use of electricity (\$1,500 \$50 per event)
- Approval of Police Chief's waiver of alcohol security requirement (\$9,000)
- Additional lighting in the park Unavailable. Existing lighting in the park will be sufficient.

**REQUESTED ACTION:** Consider approval or denial and provide staff with a directive on the request for a fee reduction and direction on the waiver of the requirement to hire officers.

**EXPECTED LENGTH OF PRESENTATION: 5 minutes** 

**SUBMITTED BY: Rachel Johnson, Events Coordinator** 

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: Rock THE Dock  Location of Event Site: John Newton Park  (If more than one site is being requested please be specific and list each one individually below)
Run by: BEAUFORT BUSINESS ASSOCIATION
Applicant (Organizer) Name: 505AN SANDERS Contact #(252) 241-4485
Day of Event Contact #: (252) 241-4485 Email: Susanranders@gmail.co
Type of Event:

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

Music Event Other	_
Actual Event Date(s): THURSDAYS 4/4-10/24	Time of Event: 5 -8 PM
Set-Up Date: DAYOF EVENT	_ Start Time:
Tear Down Date: DAY OF EVENT	End Time: 9 Pm
Estimated Attendance: 50 - 75	_ Admission Fees:FREE
Event Description:  LIVE MUSIC IN JOHN NEWTON PA  *WATER. ATTENDEES BRING LAWN CHA  FRIENDLY EVENT. GOAL: GET PEOPLE	AIRS OR USE PARK BENCHES, FAMILY

# ORGANIZER/APPLICANT INFORMATION

Name of Organization: BEAUFORT BUSINESS ASSOCIATION (BEAUFORT DEVELOPMEN
Primary Contact Person: SUMAN SANDERS
Mailing Address: Po Box 56 BEAUFORT, NC 28516
Email: Gusanrganders@gmail.com
Daytime Phone #: (252) 241 4485 Cell Phone #:
Alternate Contact Person: NELSON & WENS Phone #: (252) 342-1427
Is your group a non-profit organization? If yes, please provide documentation with your application.

### SITE PLAN

Site Plan Attached



(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	I that apply:
0	East Parking Lot
0	West Parking Lot
0	Craven Street Parking
Ó	Middle Lane
×	John Newton Park
0	Lynn Eury Park
0	Grayden Paul Park
0	
0	al al Par
Site Plan for the (Trash/Recycling	rements: (Extra trash cans/recycling/electrical etc.) Please be specific and include each item on the e desired location. Please note extra charges may apply in accordance to the fee schedule.  IN CARTS: \$10 each, Electricity: \$50)  LECTRICITY FOR BAND. NEED LIGHTING IN THE PARK FOR THE DESTRICITY SINCE
EACH EVEN	IT ONLY LASTS 4 HOURS ??

# West Parking Lot on Front Street **Boardwalk and Docks** \_ocation Band John Newton Park Front Street Beverage Ticket Sales & Age Check Beverage Disbursement Dockhouse Restaurant Restrooms Beaufort Docks Office

Live on Thursdays/Music in the Park

# OTHER EVENT DETAILS

			atable Rentals, Port-A	H SE FEMALES CONTRACTOR	are providing services
		re-enactment fire of ment for safety pro	200 A	If yes, ple	ase coordinate with the
ALCOHOL					
ABC License and onsumption an Chief will review /we have read,	Liquor Liability d hire two Town the application understand and tell as in the Even	Insurance. Applica of Beaufort police for exceptions.) A d will comply with	nt must provide a clea e officers at a rate of \$ Il local, state and Fede	rly marked and co 50 per hour for the ral laws must be a the Town of Beauf	ible for obtaining applicable intained area for alcohol e duration. (The Police dhered to.  fort in the Town Code of
ROAD CL	OSURES				
	your event reque	uire a road closure	?YES	NO	
Road	1	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
and/o	businesses in the c	rea of the road closure	ses and/or residents, the ap e, by letter or hand-delivere closure and any detour rout	d flyer at least 14 days	d to inform all residents in advance of the event, of

**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

note that parking space closures MUST	a are requesting. Spaces are numbered so please be specific. Also please be approved by the Board of Commissioners. Event organizers are not without Town permission prior to an event.
	endors & Event Staff: A letter of permission is required for the use of es. Please include this with your event application.
Bicycle Parking: Yes No	
Additional Handicap Parking: Yes	No Location:
Event Parking: (Please outline your plan and the name/contact information for a	for day of parking for event attendees. Please include parking lot location ny shuttle/trolley service):
ADE/WALK INFORMATION	
ADE/WALK INFORMATION	
ADE/WALK INFORMATION  Parade Assembly Area:	Time:
ADE/WALK INFORMATION	Time:
ADE/WALK INFORMATION  Parade Assembly Area:  Parade Dismissal Area:	Time:

How will your event staff react to severe weather?
How will you alert visitors to the event to evacuate the site? (If multiple sites are being requested, a plan must be submitted for each location)  USE PA SYSTEM TO DISBURGE CROWD
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.  THUNDER STORMS, LIGHTHUNG
What training will you provide to your volunteers/staff/participants regarding emergencies?  WILL MONITOR WEATHER VISUALLY DIGITALLY AND ANNOUNCE  EVACUATION VIA PA SYSTEIN
тѕ
Will you have tents at your event?YESNO  Please list the tent sizes:POP UP TENTSIF NEEDED  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 <a href="https://www.beaufortnc.org">www.beaufortnc.org</a> .
Will there be food served at your event?YESNO  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?YESNo
All food vendors must have proper licensing, inspections, etc.

FOOD

#### **VENDORS**

Will there be vendors selling items at your event?YesNo JUST BBA SELLING BEER + WINE
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.
ECKLIST
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
<ul> <li>Detailed Route Map (Parade/5K/10K)</li> </ul>
Map of Road Closures
ABC Permit
o Health Inspection Documentation
o Insurance
Non-profit documentation
Private property parking permission letter
<ul> <li>List of food vendors</li> </ul>
<ul> <li>List of vendors</li> </ul>
o Application Fee
o Application Signature
I/We the event organizer 545AN R. SANDERS on behalf of
BEAUFORE BUSINESS ASSEC , 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 Susan Landers Date 2 15 24

#### **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 I	ssue	Date:	
Authoria	2 has	ignati	Iro:

Insurance Certificate: Yes \_\_\_\_ No \_\_\_\_

Permit Fee: Yes \_\_\_\_ No \_\_\_\_

BOC Approval Date: \_\_\_\_

Police Chief Approval: \_\_\_\_\_

Fire Chief Approval: \_\_\_\_\_



#### 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 11, 2024

AGENDA CATEGORY: New Business

SUBJECT: BBA Request for July 4th Fire Works Funding

#### **BRIEF SUMMARY:**

The Beaufort Business Association has requested a contribution of \$16,000 from the Town for the annual July 4<sup>th</sup> fireworks display. A copy of the formal request is attached for consideration by the Board.

It should be noted that the BBA also requested a waiver of fees associated with the annual Mardi Gras Festival. The Board considered that request in January, but no action was taken at that time. The Board did express, however, an interest in reviewing the town's parking program and possibly utilizing revenues from that operation to fund both requests. The fees invoiced for Mardi Gras have not been paid and are outstanding.

#### **REQUESTED ACTION:**

The staff requests that the Board consider the request for funding.

#### SUBMITTED BY:

Todd Clark, Town Manager

#### **BUDGET AMENDMENT REQUIRED:**

N/A

Dear Madam Mayor and Town Commissioners,

The Beaufort Business Association has two requests.

First request - waiving of Mardi Gras fees:

First of all, thank you for unanimously approving our Mardi Gras event. As a past president of Beaufort Wine and Food (almost 8 years), I was part of a team of talented people that created great events, enhanced tourism, and generated a lot of money for worthy nonprofits and tangible projects in Carteret County. The Beaufort Business Association is now assembling a team of talented, creative, and passionate people to do the same thing to benefit Beaufort. I honestly think this is going to be the best event Beaufort has ever seen. In addition to promoting Beaufort tourism during the off season, we envision that our annual Mardi Gras event will provide the income stream required to fund an Executive Director as well as operating funds for our organization. As I mentioned in a previous email, our first goal is to get Beaufort accepted into the Main Street USA program - a major and difficult milestone.

Since the purpose of this event is ultimately to support Beaufort, we respectfully request that the Town of Beaufort sponsor our event by waiving the fees (see attached invoice).

Second request - funding Beaufort fireworks:

Last year, the BBA requested that the town fund the cost of fireworks. The town commissioners voted to pay one third of the cost (\$5,000) and the business community and town citizens to pay the other two thirds (\$10,000). After extensive and time consuming fundraising, the BBA was able to raise about \$6000 - leaving us \$4000 short. After several conversations with Commissioner Terwilliger, he suggested I submit our request again. So, the BBA is formally requesting that the town pay \$16,000 (inflation) for the 2024 4th of July Fireworks. If desired, we are still

willing to manage the event. Relieving us of this annual fundraising burden would free us up for more productive tasks.

In my opinion, both of these items could be funded by the parking money surplus, since this is the type of use it was originally intended for.

Let me know if you have any questions and how I should proceed with these requests.

Regards,

Nelson Owens

President

**Beaufort Business Association** 



#### **TOWN OF BEAUFORT**

701 FRONT ST. PO BOX 390 BEAUFORT, NC 28516-0390

INVOICE #

24-00372

INVOICE DATE: 10/03/23

DUE DATE: 02/07/24

ACCOUNT ID: BEAUF125 PIN: 676300

Beaufort Business Assoc. Nelson Owens PO Box 56 Beaufort, NC 28516

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE
		Mardi Gras Event	
1.0000	SEAPPFEE	Special Event Application Fee	25.000000
1.0000	SEELECT	SPECIAL EVENT ELECTRICITY FEE John Newton Park 2/10	50.000000
1.0000	SEELECT	SPECIAL EVENT ELECTRICITY FEE West PVA 2/9, 2/10 & 2/11	50.000000
10.0000/HR	POLICE	Police for Hire Friday-2 Officers-5 hours each	50.000000
8.0000/HR	POLICE	Police for Hire	50.000000
30.0000/HR	POLICE	Sunday-2 Officers-4 hours each Police for Hire Saturday 4 Officers 7.5 hours	50.000000
10.0000	SESWCONT	Saturday 4 Officers-7.5 hours  SPECIAL EVENT SOLID WASTE CONT  Solid Waste Cans	10.000000
8.0000	SESWCONT	SPECIAL EVENT SOLID WASTE CONT Recyle Cans	10.000000
11.0000/HR	SEPWSERV	SPECIAL EVENT PUBLIC WORKS FEE	68.000000
1.0000	MISC	Trash Service 2/10, 2/11, 2/12  Tipping Fees (\$56.64/ton) Est.	200.000000

# PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

323

**TOTAL DUE:** 



### 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 11, 2024 Train Depot, 614 Broad Street Beaufort, NC 28516

AGENDA CATEGORY: Closed Session

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

318.11 (a) (4)

#### **REQUESTED ACTION:**

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

#### **SUBMITTED BY:**

Todd Clark, Town Manager

#### **BUDGET AMENDMENT REQUIRED:**

No