



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, July 14, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Items of Consent

- [1.](#) Meeting Minutes: June 9 & 23, 2025
- [2.](#) SUP Order: Case 25-09 Beaufort Bar Outdoor Operation (410 Live Oak Street)
- [3.](#) Resolution: Extending Stormwater BAN Maturity Date
- [4.](#) Resolution: CAMA Grant Application Approval
- [5.](#) Case #24-01 M&H Storage Site Plan Extension Request
- [6.](#) Beaufort WWTP Water Effects Ratio (WER) Engineering Services Agreement

Old Business

- | | |
|---|-----------|
| 1. USDA- Funded Utilities Project (Contract 2) | G. Meshaw |
| 2. Godette Hotel- Draft Encroachment Agreement | A. Grady |
| 3. Ordinance Revision– Chapter 113. Itinerant Merchants | M. Eitner |

Public Comment

New Business

- | | |
|---|----------|
| 1. Carteret County MOU: Disaster Debris Removal and Monitoring | M. Zapp |
| 2. F3 Marinas Draft Contract | A. Grady |
| 3. Waterfront Project Design Consulting/Engineer Selection | M. Zapp |
| • Ardurra Contract Extension | |
| • Hazard Mitigation Grant Program (HMGP) Grant Assistance | |
| 4. Oakes Grading Fuel Farm Construction Draft Contract | M. Zapp |
| 5. Resolution: Fuel Farm Lender and Financing Agreement | C. Wood |
| 6. Resolution: Reimbursement for Capital Expenditures Associated w/ Fuel Farm | C. Wood |

- [7.](#) Case #25-10 Subdivision at 1600/1612 Live Oak St Preliminary & Final Plat M. Eitner
- [8.](#) Case #25-11 Enclave at Beaufort Club- Preliminary Plat K. Garner
- [9.](#) Wastewater Allocation Reservation Request- Enclave at Beaufort Club S. Bell
- [10.](#) Wastewater Allocation Request- 1135 Spartina Drive S. Bell

Manager Report

Mayor/Commissioner Comments

Adjourn



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, July 14, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Meeting Minutes- June 9 & 23, 2025

REQUESTED ACTION:

Approval of draft minutes for the following meetings:

- June 9, 2025, BOC Regular Meeting
- June 23, 2025, BOC Work Session

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



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Board of Commissioners
Regular Meeting
6:00 PM Monday, June 09, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Mayor Harker called the meeting to order at 6:00 PM and welcomed everyone present and those joining online. She asked all to rise and join in the Pledge of Allegiance.

Roll Call

Elizabeth Lewis, Town Clerk, conducted the roll call:

PRESENT:

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

ABSENT:

None

Agenda Approval

Mayor Harker requested two changes to the agenda, first to move "Wastewater Allocation Request-2303 Highway 70 Beaufort" to follow the Voluntary Annexation item and next, to remove the item associated with the fuel farm installation (represented on the agenda under presentations).

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

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

Items of Consent

1. Meeting Minutes
2. NCDR General Records/Program Records Schedule

- 3. Capital Project Budget Amendment #1- Professional Park Drive Area Stormwater Project
- 4. Fourth of July Parade Event

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

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

Public Hearing

- 1. Proposed Fiscal Year 2026 Budget

Town Manager, Matt Zapp, presented the proposed FY2026 budget, outlining a balanced financial plan totaling approximately \$20 million. He provided overall highlights of the proposed budget, which includes nearly \$15 million allocated to the general fund and \$5 million designated for utilities. He noted implementation of a revenue-neutral tax rate of 28.84 cents, a significant decrease from the previous rate of 46 cents. He shared the budget also introduces a new enterprise fund specifically for managing operations of the Beaufort Waterfront and Marina. He explained to enhance public safety, funding is included for six new full-time firefighters, which will enable 24-hour coverage at both fire stations. Mr. Zapp noted the budget aims to deliver essential services and emergency response capabilities for FY2026.

There were no questions for the Town Manager.

Commissioner Cooper made a motion to open the Public Hearing.

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

There were no public comments related to the proposed FY26 Budget.

Commissioner Cooper made a motion to close the Public Hearing.

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

Commissioner Cooper made a motion to adopt the proposed Fiscal Year 2026 Budget and corresponding Budget Ordinance as presented.

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

- 2. Voluntary Annexation- 2303 Highway 70 Beaufort

Commissioner Gillikin made a motion to open the Public Hearing.

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

Ms. Lewis presented the final stage of the annexation process for 2303 Highway 70. She noted proper public notice was given and reminded the audience that only Town residents or property owners could speak during the hearing.

Chairman Chris Chadwick of the Carteret County Board of Commissioners presented the County’s preliminary plans for a proposed development site. The proposed project includes the construction of a comprehensive public safety complex that would house the Sheriff’s Office, a 300-bed detention center to replace the existing overcrowded facility, a 911 communications center, an emergency operations center, and other related County services. The facility is envisioned as a two-story structure approximately 20 feet in height.

Chairman Chadwick reported that the County has received \$5 million in state funding for the project, with \$2 million already allocated for the purchase of the property. The County is currently in the process of engaging an architectural firm to conduct site work and advance planning efforts. As part of the development strategy, the County has requested annexation by the Town and access to municipal sewer services to avoid the need for an on-site package treatment plant.

Sheriff Asa Buck provided additional context, noting that the project remains in the early stages. He emphasized the County's intent to maintain government offices within the Town of Beaufort, consistent with its status as the county seat. Sheriff Buck also confirmed that all current facility management contracts are being renewed at a 100% rate, and there are no plans to sell or alter the ownership structure of the complex.

Mayor Harker opened the floor for public comment.

Jeff Lick: 412 Taylorwood Drive, Beaufort NC, had questions and concerns related to the noise level after hours.

John Tulloss: 125 Windswept Lane, Beaufort NC, spoke about ambient lighting, and questioned if any other properties were considered, or if there would be a public comment period related to approval of the future site plan.

Kristeen Dolan: 411 Taylorwood Drive, Beaufort NC, spoke about ingress and egress of Beaufort Club, a neighboring subdivision to the proposed site.

Maria Davis: 111 Snap Dragon Circle, Beaufort NC, shared concerns related to increased traffic effects of the potential project on Highway 70.

During the discussion, members of the Board raised questions regarding potential impacts related to noise, lighting, and vegetative buffers. In response, both Mr. Chadwick and Sheriff Buck assured the Board that the facility will generate minimal noise despite its 24/7 operations. They further noted that the design will incorporate dark sky compliant lighting and a 20-acre wooded buffer to mitigate visual and auditory impact on adjacent properties. Mr. Chadwick shared NCDOT will be involved in any future traffic plans related to the project.

Commissioner Cooper made a motion to approve the voluntary annexation request of 2303 Highway 70 Beaufort and to adopt the corresponding ordinance as presented and provided in the meeting packet.

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

3. Wastewater Allocation Request- 2303 Highway 70 Beaufort

Town Engineer, Sam Bell, presented the wastewater allocation request for 24,000 gallons per day for the county facility, representing 1.6% of total capacity. This would increase usage from 76.2% to 77.8% of capacity.

The Board discussed whether credit was given for existing jail usage.

Manager Zapp later clarified that no credit was given for the existing 116 beds, providing a buffer in the allocation. The request covers the capacity for administrative staff as well as the current usage at the jail.

Commissioner Oliver made a motion to approve the Wastewater Allocation Request at 2303 Highway 70 Beaufort, subject to review of the math by the Town Manager and Town Engineer.

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

Presentations

1. Beaufort Waterfront Operations and Finance Committee

Commissioner Spiegler provided an update on the progress of the Beaufort Waterfront Plan, focusing specifically on the marina management component. She reported that the Beaufort Waterfront Operations and Finance Committee issued a Request for Proposals (RFP) in December for a professional marina management firm, with the submission

period closing on February 28, 2025. The review committee evaluated four submissions and conducted interviews with two finalist firms.

Mr. Barry Slade made a presentation and provided additional detail on the selection process and discussed each firm who submitted. He shared that in addition to the selection committee, the Beaufort Waterfront Operations and Finance Committee unanimously recommended F3 Marina to assume management of dock operations effective January 1, 2026. He discussed their qualifications and noted that F3 Marina brings extensive experience in managing municipal marinas and overseeing operational transitions. The firm is supported by well-established core teams in human resources, accounting, marketing, and operations. He shared that F3 Marina also has demonstrated expertise in managing mooring fields and executing marina redevelopment projects. He noted positive references were received from other municipalities and properties currently managed by the firm. Mr. Slade highlighted F3 Marina's commitment to hiring local talent and fostering strong community relationships as a key factor in the committee's recommendation.

Commissioner LoPiccolo had questions about outside vendors utilizing the Town's docks for services and so forth.

Hunter Spitler from F3 Marina answered questions about allowing outside vendors and what types of services might be provided. He suggested he was familiar with these kinds of situations and had no problems managing that type of need in the community.

Commissioner Oliver discussed time constraints and shared it was his belief that the fuel tank decision must be made first. He said he fully supported F3 Marina if they were willing and able to commit to a design build for the fuel system, nominally at a million-dollar level. He suggested there were other alternatives for the fuel farm installation.

Commissioner Spiegler noted the importance of having a marina management firm that is ready to take over January 1, 2026. She discussed the need to address the fuel tank installation separately from marina management piece. She asked the Board to first consider the recommendation from the Beaufort Waterfront Operations and Finance Committee to move forward in selecting F3 Marina as the marina management company.

Commissioner LoPiccolo agreed it would be helpful if F3 Marina could help with the fuel situation but noted the importance of moving forward to select a firm.

Commissioner Spiegler made a motion to begin contract negotiations with F3 Marina for a (3-5 year) term beginning January 1, 2026.

The motion carried with a (4-1) vote. Commissioner Oliver voted in opposition.

Quasi-Judicial Proceeding

1. Case #25-09 Beaufort Bar SUP Outdoor Operation 410 Live Oak Street

Commissioner Cooper made a motion to open the evidentiary hearing for Case #25-09.

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

Mayor Harker explained the quasi-judicial nature of the case, the standards that apply and the appropriate ways of participating. She shared that all decisions must be based on competent material and substantial evidence in the record. She asked the Town Clerk to administer the oath for all individuals who intend to provide witness testimony.

Ms. Lewis administered the oath to Michelle Eitner, Town Planner, and to the applicant, Michael Thagard.

Mayor Harker confirmed that none of the Board members had ex parte communication, which would cause them to be bias or have any potential conflicts of interest in the case.

Michelle Eitner, Town Planner, presented an overview of the case and formally entered the presentation materials and meeting packet documents into the record. She explained the request for a Special Use Permit was to allow outdoor operations at Beaufort Bar, an existing establishment located within the B-1 zoning district. Specifically, the request included the addition of a covered outdoor patio area. Ms. Eitner explained that the proposed outdoor patio would be enclosed with a 42-inch fence and covered by a roof canopy, both of which met the design requirements of the Live Oak Street Corridor Overlay District. She noted that the business currently operated under a permitted indoor use and that the proposed outdoor use constituted a “special use” under the Land Development Ordinance (LDO), thereby requiring approval from the Board of Commissioners. She went on to explain the outdoor patio would comprise less than twenty percent of the building’s gross floor area, which meant no additional parking would be required.

Ms. Eitner stated that staff reviewed the site plan and found it compliant with all applicable design standards. She added that the applicant proposed buffering sound through the use of fencing and vegetation. She concluded by stating that there were no concerns regarding neighborhood density or open space compatibility under the Town’s LDO. She explained the required findings that must be met to grant a Special Use Permit.

Commissioner LoPiccolo asked if the outdoor area changed required parking.

Ms. Eitner confirmed it did not due to its limited size.

Commissioner Cooper asked about the property’s exact location.

Ms. Eitner pointed out the site on the future land use map.

Commissioner LoPiccolo asked about occupancy limits and fire review.

Ms. Eitner noted this would occur at the building permit stage.

Commissioner LoPiccolo asked about the fence material and any noise attenuation built into the design.

Ms. Eitner explained that the applicant intended to use fencing and landscape buffers to reduce sound and would speak more about that.

Commissioner LoPiccolo asked about surrounding properties in the area.

Ms. Eitner said that while the surrounding area was primarily commercial in nature, the presence of some residential properties located across Live Oak Street.

Commissioner Oliver inquired whether adjacent property owners were contacted.

Ms. Eitner confirmed they were and noted one informational email was received from a resident that was not a surrounding property owner inquiring about the Quasi-Judicial Proceeding.

The applicant, Michael Thagard, introduced himself as the owner of Beaufort Bar, a lifelong Beaufort resident with 15 years of hospitality experience. He provided visual slides which are also incorporated as part of the record.

Mr. Thagard stated that Beaufort Bar had been open since July 2024, operating within a 1,200 square foot indoor space and currently employing seven staff members. He emphasized that the establishment had operated responsibly and had garnered strong support from the local community. The request for a special use permit involved converting an underutilized paved area, currently used for staff parking, into a patio space. He explained that the proposed outdoor area was intended to expand seating capacity, allow for pet-friendly access, and accommodate family-friendly events.

Mr. Thagard reiterated that no live music was planned for the patio. Instead, any future music would consist of low-volume background sound via small wall-mounted speakers. He stated the proposed fence was 42-inches tall. Additional mitigation strategies would

include vegetation buffers, a self-closing door to reduce sound transmission from the interior, and continued staff training on the local noise ordinance. Lighting for the area would consist of soft, downward-facing string lights designed to prevent light spillovers onto adjacent properties.

Commissioner Gillikin asked if there had been any noise complaints related to the music inside.

Mr. Thagard said not to his knowledge.

Commissioner Oliver urged the applicant to consider his vision for amplified sound in the proposed area.

Mr. Thagard shared he did not want to have live music outside, rather than two small speakers that played music controlled by staff.

Commissioner Gillikin discussed a previous SUP in the area, particularly the conditions that were placed on it related to outdoor speakers. She noted the importance of consistency.

Mr. Thagard shared that any outdoor speakers would be tucked underneath the canopy to help trap the sound. He noted he was very mindful of his neighbors and would comply with the Town's noise ordinance.

Commissioner Spiegler thanked the applicant for being respectful of his neighbors in the area.

Mayor Harker asked if there was anyone with standing that wished to comment on the case.

Brian Gillikin, resident of 415 Live Oak Street, testified as a witness but was not granted standing in the case. He stated that he had experienced no issues with the current operation of Beaufort Bar. However, he expressed concern about the potential for increased late-night noise should outdoor speakers be installed or if conversations associated with alcohol consumption extended into the outdoor area. Mr. Gillikin also suggested that a six-foot fence, rather than the proposed 42-inch barrier, would be more effective in containing noise and would offer improved visual aesthetics for the surrounding neighborhood.

Mr. Thagard shared to address concerns about potential noise, he was willing to install a six-foot fence to enhance noise reduction, if it was permissible in the Town's LDO.

Commissioner Cooper made a motion to close the evidentiary hearing.

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

Commissioner LoPiccolo noted that while Mr. Thagard had proven himself a responsible business owner, SUP's run with the land and not the applicant. Therefore, any approval should anticipate potential future owners who may not be as conscientious. He emphasized that noise would be the central issue, citing proximity to residences across Live Oak Street and recalling that the Board had previously imposed outdoor speaker restrictions on similar permits. He proposed a time-restricted trial period and specific limits on outdoor amplified sound. He also shared safety issues related to the additional capacity of the proposed area.

Commissioner Gillikin supported the idea of limiting outdoor sound and putting a time limit on the initial SUP.

Commissioner Cooper noted there was a noise ordinance in place and the Police Department would handle any complaints.

Commissioner Spiegler expressed appreciation for Mr. Thagard's commitment to community standards and agreed with setting clear expectations to avoid future conflicts. She asked for clarification of the specific noise ordinance related to that area.

Mr. Grady clarified that conditions more restrictive than the ordinance were permissible and enforceable through the permit itself.

Police Chief, Paul Burdette, informed the Board that the town's noise ordinance limits sound levels to 75 decibels between the hours of 7:00 a.m. and midnight, and to 60 decibels from midnight to 7:00 a.m.

Commissioner Cooper shared he did not see the need to put further noise restrictions on the SUP.

Manager Zapp suggested a normal conversation falls between 50-70 decibels.

Ms. Eitner confirmed a six-foot fence was allowable under the LDO, and the applicant agreed to this adjustment

Commissioner LoPiccolo shared he would also like to see it as a noise reduction fence.

Commissioner Gillikin suggested there might be noise reducing paint that could be applied to the fence to help reduce noise.

Mayor Harker proposed a 12-month trial period, allowing time to assess the effectiveness of the conditions and permit compliance.

Commissioner Cooper made a motion to approve the SUP for Case #25-09 with the following conditions:

The motion carried with a (4-1) vote. Commissioner LoPiccolo voted in opposition.

Public Comment

Pat Wesson: 1539 Ann Street, Beaufort NC, addressed the Board to introduce a new initiative titled the *Summer Kids Feed* program. The program is designed to provide food and enrichment activities for approximately 20 to 30 children each Friday, running from June 13 through August 15, at Randall Park. Ms. Wesson noted that the effort is being coordinated in partnership with local housing authorities and community organizations to ensure outreach to families experiencing food insecurity. She extended an open invitation to members of the Board of Commissioners and Town staff to support the initiative through participation and donations of supplies.

New Business

1. Proposed Fiscal Year 2026 Fee Schedule

Christi Wood, Finance Director, presented proposed revisions to the Town's FY2026 Fee Schedule. She shared key updates including the introduction of new fees within the Planning Department for expired permits, roof repairs, and driveway installations. She explained that modifications were also proposed for existing fees related to demolition permits and solar panel installations. She noted in the Utilities Department, the meter installation fee is recommended to increase from \$400 to \$500 to reflect current material and labor costs. Additionally, a 2.8% increase in solid waste fees was proposed, consistent with the Consumer Price Index (CPI) adjustment.

Commissioner Oliver made a motion to adopt the FY2026 Fee Schedule as recommended and presented by staff.

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

2. Case #25-03 400 Airport Road Hanger 72 - Site Plan

Planning Director, Kyle Garner, presented the site plan for Case #25-03, a proposed 8,500-square-foot airplane hangar to be constructed on Lot 72 at Michael J. Smith Airport,

located at 400 Airport Road. He shared the applicant, Mr. Jeff McCann, submitted the request for site plan approval due to the proposed structure exceeding the typical 5,000-square-foot threshold that requires Board review. Mr. Garner noted that landscaping requirements are met for this project due to airport safety regulations. He also stated that the Fire Marshal will determine during the building plan review phase whether a sprinkler system is necessary.

Jeff McCann addressed questions from the Board, confirming the existence of a 25-year lease agreement with the airport authority. He also affirmed that the proposed hangar would comply with the airport's 40-foot height restriction.

Commissioner Gillikin made a motion to approve the site plan (Case 25-03) as presented by staff.

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

3. Case 25-07 Site Plan – Boys & Girls Club at 497 Campen Road

Town Planner, Michelle Eitner, presented the site plan for a proposed Boys & Girls Club facility to be located on an undeveloped parcel behind Beaufort Middle School. She shared that the project includes a 21,400-square-foot, single-story building designed to serve local youth and families. It was noted the facility will feature a basketball court, playground, garden, and soccer field. Key site improvements include the extension of sidewalks and the addition of a raised crosswalk to enhance pedestrian safety and connectivity with adjacent school property. Ms. Eitner reported that the Planning Board reviewed the proposal and unanimously recommended approval, contingent on the inclusion of enhanced pedestrian access features.

Mark Holtzman, CEO of the Boys & Girls Club, and project architect Tim Oakley were present to answer questions from the Board. Mr. Holtzman stated that the facility is expected to serve up to 200 children daily and approximately 400 families in total. Transportation logistics from nearby schools are still being finalized. Mr. Oakley addressed safety concerns, noting that the site plan includes perimeter fencing and a secure entry vestibule to ensure a safe environment for youth participants.

The Board expressed strong support for the project and enthusiasm about its positive impact on the community. They also reiterated the importance of ensuring safe pedestrian access, particularly given the facility's proximity to Beaufort Middle School.

Commissioner Cooper made a motion to approve the site plan (Case 25-07) as presented by staff.

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

4. Wastewater Allocation Request- Boys & Girls Club at 497 Campen Road

Mr. Bell presented the wastewater allocation request for 2,000 gallons per day for the Boys and Girls Club, representing 0.1% of total capacity. He noted the Town would not need to build additional lines to serve the site.

Commissioner Oliver made a motion to approve the wastewater allocation request for the new Boys and Girls Club at 497 Campen Road.

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

Manager Report

Manager Zapp had no additional items to report.

Mayor/Commissioner Comments

Commissioner LoPiccolo thanked the Town staff for their work on the budget. He noted the upcoming summer season and reminded the public of golf cart safety standards that should be followed throughout Town.

Commissioner Gillikin had no comments.

Commissioner Cooper had no comments.

Commissioner Oliver had no comments.

Commissioner Spiegler thanked all those participating in the meeting.

Mayor Harker reminded residents that hurricane season begins June 1st and encouraged preparedness. She announced a grant the Town received from Duke Energy Foundation for resilience education.

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 9:00 p.m.

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

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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Board of Commissioners Work Session
4:00 PM Monday, June 23, 2025
Train Depot, 614 Broad Street

Call To Order

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll:

PRESENT:

- Mayor Harker
- Mayor Pro Tem Cooper
- Commissioner LoPiccolo
- Commissioner Gillikin
- Commissioner Oliver
- Commissioner Spiegler (joined remotely, but did not participate in any voting)

ABSENT: None

Agenda Approval

Mayor Harker requested to pull item one from the discussion and consideration section, specifically The Periwinkle Event Application. With that, she asked for a motion to approve the agenda as requested.

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

The motion passed with a (4-0) vote.

Presentations

1. Sunny Day Flooding Research Project Update - Dr. Miyuki Hino & Dr. Katharine Anarde
Dr. Hino and Dr. Anarde presented an update on their Sunny Day Flooding Research Project, which began about five years ago. They explained that the project has expanded since its inception and focused on sharing what they've learned in the past year from their sensor cohort. The presentation included a plot showing predictions of high tide flood events per year for Beaufort, ranging from best-case to worst-case scenarios. Dr. Hino noted that while these predictions are useful for comparing flooding across the nation, they don't accurately represent local flood risk. Dr. Anarde discussed the performance of

the backflow preventer installed in spring 2023. The researchers concluded by mentioning that in the first year after installation, the backflow preventer helped to avoid up to 54 flood events in Beaufort. They also noted that while the device is effective against water from the bay, it cannot prevent flooding from rainfall.

A full copy of the presentation is included in the meeting packet for reference.

The Board discussed the presentation and asked questions related to maintenance of the backflow preventer. The cost of the backflow preventer project was discussed with staff noting that the entire project, including installation, cost about \$17,000, with the device itself costing \$10,000.

Staff reported that there are currently three installed, with three more planned as part of USDA projects, bringing the total to six.

The conversation touched on other factors contributing to flooding, including groundwater levels, rain, and wind. The Board expressed interest in understanding the broader impacts of flooding, including on the sewer system.

Mayor Harker thanked the researchers for their presentation and continued work in monitoring flooding in Beaufort.

2. Duke Engage Students- Gianna Rodriguez & Connor Ennis

Gianna Rodriguez and Connor Ennis, students participating in the Duke Engage Program, presented findings from their work with the Town of Beaufort since May 14, 2025. Their project focused on public space usage and the potential for third spaces in the community, specifically in the west parking lot. The students discussed their analysis of community feedback, including physical community cards and an online survey conducted by the Waterfront Operations Committee. They presented data on the demographics of survey respondents.

Rodriguez and Ennis also shared their observations from site visits, detailing the number of people they observed, and the age ranges represented. They emphasized the potential for the area to be used as a third space, such as an extension of John Newton Park or a new park entirely. The students highlighted the benefits of creating a passive park in the area, including lower annual operating costs compared to more active parks like Randolph Johnson Park with its splash pad. They also noted the economic and social impacts of such a space, including potential resistance from businesses and the need for careful planning.

Mayor Harker thanked the students for their presentation and the valuable insights they provided from their summer project.

Items for Discussion and Consideration

1. The Periwinkle Event Application- Pride Parade

This item was pulled from the agenda at the beginning of the meeting.

2. Beaufort Waterfront Operations and Finance Committee

Town Manager, Matt Zapp, presented an update on the fuel farm installation project. He explained that they had been tasked with determining the status and options for funding and installation of the fuel farm. He shared the Town had preliminary conversations with local lenders to determine fund availability and potential interest rates. He discussed the potential of a 60-month investment at an estimated interest rate just under 5%.

Zapp shared the Local Government Commission (LGC) indicated that whether they chose a private-public partnership or any other mechanism, it would still trigger all the steps necessary for LGC approval. He noted staff had drafted and distributed a Request for Proposal (RFP) for local lenders' responses due by June 30, 2025; to be considered

for the LGC's August agenda, the Town needs to apply and set an appointment by July 1, 2025.

Zapp requested authorization for staff to apply to the LGC for traditional funding. He also explained that they would need to come back to the Board on July 14, 2025, with two pieces of legislation: consideration of a design-build contract with Oaks Grading and an inducement resolution to allow for reimbursement of costs.

Commissioner Cooper shared he was supportive of a loan option rather than using fund balance to purchase the fuel tanks.

Commissioner Spiegler agreed she was in favor of the loan.

Commissioner Oliver encouraged the group to allow the Town Manager the opportunity to explore any alternative options he might run into and to determine where the source of loan repayment would come from, suggesting the revenue source from the dock enterprise fund should be used.

Commissioner Gillikin suggested the Board stay the course and continue forward with LGC approval and a potential loan for the fuel tanks.

Commissioner LoPiccolo questioned additional costs for infrastructure, such as sidewalks and turnouts for tankers. He also expressed concerns about the total cost of the project, with estimates ranging from \$900,000 to \$1.2 million. He noted the possibilities of potential delays related to permitting and construction.

Zapp provided clarification on the timeline for ordering the fuel tank, noting that the lead time has increased to 30 weeks. He shared per the Beaufort Waterfront Operations and Finance (BOWF) Committee, the goal was to have the tanks in the ground by April 1, 2026.

Town Attorney, Arey Grady, explained the financing process in greater detail. He also shared what would be included in a typical design build contract.

Commissioner LoPiccolo confirmed the Town did not have core sampling and suggested that it be done immediately.

Commissioner Oliver asked if the samples should be taken before the tank is ordered.

Zapp shared the Town was actively working to have the geotechnical testing samples taken in the desired location of the fuel tanks in the west parking lot. He also shared positive news related to the CAMA permit process.

Commissioner Gillikin shared it would be an advantage to have above ground tanks as a backup plan and those options could be incorporated in the permit process. She was positive in her comments of moving forward with the recommendations from the BWOFF Committee.

Mayor Harker recommended keeping the plan in the forefront to ensure the Town is able to successfully own their own fuel tanks.

Commissioner Cooper made a motion to authorize staff to apply to the LGC for permission to seek a loan for funding of the fuel farm project.

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

3. Godette Hotel Update- 400 Pollock Street

Grady provided an update on the Godette Hotel situation at 400 Pollock Street. He summarized the recent correspondence with the property owner and the status of negotiations regarding the encroachment agreement for the deck overhang. He touched on several key points and emphasized the need for a timeline and milestones for the

property rehabilitation as part of any encroachment agreement. He shared the property owner responded that they prefer to finalize the encroachment agreement independently before moving forward with design plans. He also shared that he had been in conversation with Preservation to determine the next steps forward.

The Board asked questions related to the property and determined the building remains condemned, with a demolition ordinance that was lifted in 2021, due to Preservation North Carolina's intervention. The group expressed concerns about the lack of progress on the building's rehabilitation. They also noted the potential safety hazards posed by the current state of the building.

Grady shared legal options available to the Town, including potential enforcement of the demolition order.

The Board noted the importance and need for clear communication with the property owner and a definitive timeline for action.

Commissioner Gillikin made a motion for the Town Attorney to proceed with drafting an encroachment agreement with definitive deadlines for each step of the process.

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

4. Ordinance Review- Chapter 113. Itinerant Merchants

Zapp presented issues with the current ordinance on itinerant merchants, noting inconsistencies that make it difficult to enforce. Key points of the discussion included:

- The current ordinance excludes food trucks on any portion of town property, including paid and free parking spaces.
- Recent incidents involving food trucks and pushcart vendors operating in public spaces have highlighted the need for clarification.
- The ordinance is outdated and does not align with current practices in the community.
- Staff proposed bringing forward a draft on July 14 that would clean up the existing ordinance and address enforcement issues.

The Board discussed various aspects of the ordinance and potential revisions. They noted the need to balance support for local businesses with fair and equitable regulations for food trucks and other itinerant merchants. They expressed concerns about allowing vendors to purchase parking spaces, particularly along Front Street. Discussion also focused around the possibility of creating a permitting process for food trucks, potentially involving the Planning Board.

The Board reached a consensus to have staff prepare a short-term solution to be presented on July 14th at the Regular Meeting.

Commissioner Cooper made a motion to authorize staff to prepare a short-term revision of the Itinerant Merchants Ordinance for presentation on July 14, as well as to begin work on a long-term comprehensive revision to address food trucks and other merchants.

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

Staff Comments

Town Manager Zapp presented three additional items for discussion:

Broad Street Pavement Patching

Zapp explained the current situation with the USDA projects (water, sewer, and stormwater) running behind schedule and the impact on road repairs. He shared the contract requires all town streets to be patched within 30 days of cutting, and all DOT streets within 15 days, but the roads have been open since September 2024. He noted that more than 50% of Broad Street is now torn up, which allows for full paving rather than patching. The decision to patch or pave is complicated by ongoing underground work and potential conflicts. He asked the Board to consider the options to patch now and potentially have to re-dig soon after or wait 90-120 days to pave the entire road when all work is complete.

The Board discussed the options and came to a consensus that waiting to do a full paving would be more cost-effective and less disruptive in the long run, despite potential public criticism about the extended timeline.

USDA Waterline Project Status and Costs

Zapp provided an update on the USDA waterline project, highlighting significant cost overruns and delays. He shared the original engineer's estimate was \$6 million, but the lowest bid came in at \$6.9 million. The current contractor, Sunland, has completed only 15% of the work and is significantly behind schedule. The Town is considering shifting the work to the second bidder, TA Loving, whose original bid was \$14.8 million. This change would result in a funding shortfall of approximately \$5 million to complete the project as designed.

The Board discussed several options for addressing the shortfall, and asked questions about performance bonds, exploring additional funding options with USDA and potentially reducing the scope of the project. They agreed it would be best to have staff provide a more detailed update at the July 14 Regular Meeting.

Live Oak Trees on Front Street

Zapp presented an issue regarding four live oak trees located on Front Street near properties 123, 125, and 127. He shared several key points related to the issue, noting that at least three of the four trees are in violation of the Town's current ordinance. He explained that two property owners have complained about the trees and impact on their properties. He noted the trees were planted between 2017 and 2019, after the current ordinance was in place. He asked for directions from the Board on removing them and relocating to another area and noted the need to enforce the ordinance consistently.

The Board discussed the cost and feasibility of relocating mature trees and the importance of maintaining the Town's tree canopy and historical character. They instructed staff to reach out to all affected property owners, especially those who planted two of the trees in violation, to discuss potential solutions before taking any action.

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 7:00 PM. The motion carried unanimously with a (4-0) vote.

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

**Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, July 14, 2025 – 614 Broad Street- Train Depot**

AGENDA CATEGORY: Items of Consent

SUBJECT: SUP Order - Case 25-09 Beaufort Bar Outdoor
Operation 410 Live Oak Street

BRIEF SUMMARY:

At the Board's June 9, 2025 meeting, an evidentiary hearing was conducted and a Special Use Permit was granted with conditions for outdoor operation of Beaufort Bar at 410 Live Oak Street. The Board will need to review the order and agree to it before it is signed.

REQUESTED ACTION:

Decision on proposed SUP order

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



TOWN OF BEAUFORT ORDER APPROVING A SPECIAL USE PERMIT

The Board of Commissioners for the Town of Beaufort, having held an evidentiary hearing on June 9, 2025, to consider Case # 25-09, submitted by Michael Thagard, a request to add outdoor operation to the “Beaufort Bar”, an existing indoor bar at 410-A Live Oak Street in the General Business (B-1) zoning district, and having heard all of the evidence and arguments presented at the hearing, makes the following **FINDINGS OF FACT** and draws the following **CONCLUSIONS**:

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

Therefore, on the basis of all the foregoing, **IT IS ORDERED** that the application for a **SPECIAL USE PERMIT** be **APPROVED TO ALLOW A TAVERN/BAR/PUB WITH INDOOR AND OUTDOOR OPERATION AT 410-A LIVE OAK STREET FOR A PERIOD OF TWELVE MONTHS FOLLOWING VALIDATION OF THIS SPECIAL USE PERMIT, WITH THE FOLLOWING CONDITIONS**:

- The Special Use Permit hereby issued shall expire and be of no further force and effect at 11:59 am on July 14, 2026;
- A six-foot tall fence must be erected surrounding the outdoor area to aid in noise attenuation.

Ordered this 14th day of July, 2025.

Sharon E. Harker, Mayor

Elizabeth Lewis,
Clerk to the Board



Town of Beaufort, NC

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252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

**Board of Commissioners
Regular Meeting
6:00 PM – Monday, July 14, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: Items of Consent
SUBJECT: Resolution to Extend the Stormwater BAN Maturity Date

REQUESTED ACTION:

Approve the resolution to extend the Stormwater BAN (Bond Anticipation Notes) Maturity Date.

Currently, the BAN matures on July 30, 2025. The USDA Stormwater work is not complete and therefore an extension has been requested. The new maturity date is January 15, 2026. LGC approved this request at their July 1, 2025, meeting.

SUBMITTED BY: Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED: NA

**RESOLUTION OF THE
BOARD OF COMMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA
PROVIDING FOR THE MODIFICATION OF THE \$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 Existing Note;

WHEREAS, 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 Existing Note;

WHEREAS, the Town has previously authorized and issued a note in the principal amount of \$3,007,000 (the “Existing Note”), purchased by Truist Commercial Equity, Inc. (the “Bank”), which matures on July 30, 2025;

WHEREAS, the Town has not yet completed the Project and wishes to modify the Existing Note to extend the maturity thereof (the “Extended Maturity Date”);

WHEREAS, the Bank has agreed to extend the maturity date of the Existing Note;

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;

WHEREAS, the LGC approved the modification of the Existing Note at its July 1, 2025 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. The Extended Maturity Date of the Existing Note will be extended to January 15, 2026 pursuant to a Modification Agreement (the “Modification Agreement”) to be executed by the Town and the Bank and approved by the LGC.
2. The Existing Note shall continue to bear interest at the rate of 4.08% per annum, which interest shall be due and payable on the Extended Maturity Date. Interest accrued but unpaid on the Existing Note through the original maturity date shall be paid by the Town on such original maturity date.

3. All other provisions adopted by this Board of Commissioners on March 11, 2024 in relation to the issuance and sale of the Existing Note shall remain in effect except as modified by the Modification Agreement or other certificate of the Town Manager or Finance Director delivered at the time of modification of the Existing Note.

READ, APPROVED AND ADOPTED this _____ day of July, 2025.

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 MODIFICATION OF THE \$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 ___ day of July, 2025, 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 July 14, 2025, 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 MODIFICATION OF THE \$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 ____ day of July, 2025.

**BOARD OF COMMISSIONERS OF THE TOWN OF
BEAUFORT, NORTH CAROLINA**

BY: _____
ELIZABETH LEWIS
TOWN CLERK



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM – Monday, July 14, 2025**

AGENDA CATEGORY: Items for Consent
SUBJECT: Grant Request

Beaufort Parks & Recreation staff submitted a pre-application to the NC Public Beach and Coastal Waterfront Access Program in April 2025 requesting \$120,000 to construct an observation deck at the end of Ann Street as a part of the Ann Street Park project. The pre-application was selected to submit a final and full application for the grant. The deadline for submittal is July 31, 2025. As a part of the submission process, the governing board must review and approve the grant application. Attached is the grant application for your review and a resolution for approval.

REQUESTED ACTION:

Approval of a Resolution stating the BOC has reviewed and approved the Town’s Grant request to the NC Public Beach and Coastal Waterfront Access Program.

EXPECTED LENGTH OF PRESENTATION: 0 minutes

SUBMITTED BY: Rachel Johnson, Parks & Events Coordinator



RESOLUTION APPROVING THE TOWN OF BEAUFORT’S APPLICATION FOR THE 2025-2026 PUBLIC BEACH AND COASTAL WATERFRONT ACCESS GRANT RESOLUTION NO. _____

WHEREAS, the North Carolina Division of Coastal Management (DCM) administers the Public Beach and Coastal Waterfront Access Grant Program to provide pedestrian access to public beaches and public trust waters in the 20 coastal communities; and

WHEREAS, the Town of Beaufort recognizes the importance of equitable and sustainable public access to coastal resources for the benefit of residents and visitors alike; and

WHEREAS, the Town desires to pursue funding through the 2025-2026 grant cycle for a project at the future Ann Street Park, that will enhance public access in accordance with the goals of the North Carolina Coastal Management Program; and

WHEREAS, the Town understands that grant funds require a local match for improvements to existing sites of at least 25% of the total project cost; and

WHEREAS, the Town confirms the project must meet all eligibility and procedural requirements outlined by DCM;

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

1. The Town of Beaufort Board of Commissioners has reviewed and approved the grant application for the 2025-26 Public Beach and Waterfront Access Grant Program.
2. The Town is hereby authorized to submit a grant application to the North Carolina Division of Coastal Management for the 2025-2026 Public Beach and Coastal Waterfront Access Grant Program.
3. The Town Manager, or their designee, is authorized to execute and submit all documents necessary to complete the application process and to act as the official representative of the Town in carrying out all project-related activities.
4. The Town ensures the required matching funds will be available during the project period.

ADOPTED THIS _____ DAY OF JULY, 2025.

SHARON E. HARKER, Mayor

Attest:

Elizabeth Lewis, Town Clerk



NORTH CAROLINA PUBLIC BEACH AND COASTAL WATERFRONT ACCESS PROGRAM FINAL APPLICATION 2025-2026

Local Government: Town of Beaufort

Project Name: Ann Street Waterfront Access Park Project

Brief Project Description:

The Ann Street Water Access Park will be a passive, public waterfront park encompassing 0.365 acres at the end of Ann Street in Beaufort, North Carolina. Designed with inclusivity and sustainability in mind, the park will offer low-impact recreational access to the Beaufort Channel along the Newport River, serving as a scenic, community-oriented space that balances natural preservation with public use. A central feature of the park will be a 1,008-square-foot observation deck, offering 108 feet of unobstructed waterfront views. This signature element will provide a welcoming vantage point for visitors to enjoy the area’s coastal beauty.

<p>Local Government Project Administrator</p> <p>Name: <u>Rachel Johnson</u></p> <p>Title: <u>Parks Coordinator</u></p> <p>Address: <u>701 Front Street</u></p> <p>City, State, Zip: <u>Beaufort, NC 28516</u></p> <p>Telephone: <u>252-528-8765</u></p> <p>Email: <u>r.johnson@beaufortnc.org</u></p>	<p>Lead Elected Official</p> <p>Name: <u>Sharon Harker</u></p> <p>Title: <u>Mayor</u></p> <p>Address: <u>701 Front Street</u></p> <p>City, State, Zip: <u>Beaufort, NC 28516</u></p> <p>Type of Project (choose one):</p> <p><input type="checkbox"/> Land Acquisition <input checked="" type="checkbox"/> Site Improvement <input type="checkbox"/> Site Maintenance</p>
<p>Costs rounded to nearest dollar:</p> <p>Grant funds requested: \$ <u>120000</u> .00</p> <p>Cash Match: \$ <u>198869</u> .00</p> <p>In-kind Match: \$ <u>44598</u> .00</p> <p>Total matching funds: \$ <u>243467</u> .00</p> <p>Total cost of project: \$ <u>363467</u> .00</p>	<p>Site Control (check all that apply):</p> <p><input checked="" type="checkbox"/> Owned by local government</p> <p><input type="checkbox"/> To be obtained with this land acquisition project</p> <p><input type="checkbox"/> Land acquired under an approved waiver. Expiration date: _____</p> <p><input type="checkbox"/> Leased by applicant for 25 years or more</p> <p><input type="checkbox"/> Easement by applicant for 25 years of more</p> <p><input type="checkbox"/> Owned by other State, Federal, or government agency with a Joint Use Agreement.</p>
<p>Local Government Approval: Each grant application must be reviewed and approved by the local governing board at a duly advertised public hearing or meeting. Provide a memorandum resolution, or copy of the minutes indicating the board’s action on the application.</p> <p>Date of Public Hearing or Public Meeting: <u>July 14, 2025</u></p>	

Certification

I hereby certify the information contained in the attached application is true and correct and the required matching funds will be available during the project period.

Rachel Johnson

Print or Type Name

Parks Coordinator

Signature

Provide the following ATTACHMENTS and NARRATIVE:

1. **Site location maps:** Provide a regional location map and a detailed vicinity map (street map) showing the location of the proposed project. Include a north arrow, and legible street names.
2. **Parcel information:** Provide the following information for each parcel.
 - A. Attorney's Certification of Site Control
 - B. Name and address of owner
 - C. Project site address
 - D. Lot dimensions/Acreage
 - E. Adjacent water body and length of shoreline. Include NC Division of Water Resources [Surface Water Classification\(s\)](#).
 - F. Applicable setbacks (zoning, CAMA, DOT, other) and local zoning and Future Land Use Map designation(s)
 - G. Deed number, book, page and date
3. **Site description:** Provide a description of the site where the project will be located, including natural features, uses on adjacent lots, and existing improvements. Include an evaluation of the sites appropriateness for public access and proximity to closest/other access sites.
4. **National Flood Insurance Program Floodways & Non-encroachment Areas:** Indicate if the project site or improvements are located in Floodway or Non-encroachment area per 40 C.F.R. § 60.3(d)(3). If the project or improvements are located in one of these areas, additional engineering studies may be needed.
5. **For land acquisition:** Provide a boundary survey indicating land area, along with a preliminary appraisal and a letter of intent to sell from the property owner. The community has five years to begin developing beach and water access facilities on an acquired site. Provide a "Plan for Future Development" to include: a description of how the public will be able to use the site until improved access facilities are in place; a conceptual site plan showing proposed future development; and a timeline for developing the site.
6. **Project description for site improvements:** Provide a description of the access facilities to be built, including information on features, and materials.
7. **Project site plan:** Provide a to-scale site plan showing property lines (label existing uses on adjacent lots), proposed site improvements, existing facilities, and significant natural features.
 - Include a legend, north arrow and graphic scale.
 - Improvements shown as an overlay on aerial photos may also be submitted as a supplement to but not in lieu of a site plan.
 - Provide to-scale building elevations and floor plans as applicable.
8. **List the types and sources of utilities proposed; and identify associated costs on Project Budget.** *Note above ground utilities must be identified.*

9. **ADA requirements:** Does this project meet ADA requirements? If yes, describe the handicapped accessible features of this project. If no, describe why a handicapped accessible facility is impracticable and outline how handicapped accessibility needs are met within the area. See [Designing Facilities for ADA](#) in the application packet.
10. **Exceeding ADA requirements:** Does this project exceed ADA requirements? If yes, describe the handicapped accessible features that exceed ADA requirements.
11. **Project justification:** Explain why the project is needed and how it will benefit your community.
12. **Project description for maintenance of a previous funded sites:** describe the repair and maintenance being proposed. Describe why repairs and maintenance are needed at this site.
13. **Is this project identified as high local priority in your certified Future Land Use Plan or local Access Plan?** *If yes, attach a brief description of the plan and a statement of the extent to which the project implements the policies of the plan.*
14. **Is this project reflected in other policy documents or ordinances?** *If yes, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the document or ordinance.*
15. **Pre-project tasks:** Identify tasks that must be completed prior to starting the project
16. **Permits:** List all necessary permits and/or certifications.
17. **Previous Grants:** Have you previously received an Access Grant from DCM at this site? See the [map of previously awarded grants](#). If yes, list the grant(s) by year.
18. **User Fees:** Is a parking fee charged at this site? Do you charge parking fees at any other DCM funded sites? If yes to either of these questions, provide the most recent annual accounting report as required by [15A NCAC 07M .310.\(d\)](#).

Project Budget

This form must be completed and included with your application. Round project costs to the dollar.

If available, attach a detailed breakdown of the cost assumptions upon which the Project Budget is based.

Proposals that include this information increase their likelihood of funding.

Project Elements	Grant	Cash Match	In Kind	Total
Land Acquisition Costs				
N/A	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$0
Permit and Design Fees				
CAMA Major Permit	\$	\$474	\$	\$474
Town of Beaufort Building Permit, COA, Electrical & Plumbing Permits	\$	\$	\$750	\$750
	\$	\$	\$	\$
Site Improvement Costs: Materials				
Observation Deck	\$120000	\$	\$	\$120000
Other (See Attachment: Ann Street Waterfront Park Project Budget)	\$	\$198395.00	\$	\$198395.00
	\$	\$	\$	\$
Site Improvement Costs: Labor				
Remove Asphalt Pavement/Grading	\$	\$	\$29400	\$29400
Public Works Labor - 2 Staff at 224 hours (14 days) at \$64.50 rate	\$	\$	\$14448	\$14448
	\$	\$	\$	\$
Local Administrative Costs				
Town Engineer	\$	\$	\$	\$0
Parks Coordinator	\$	\$	\$	\$0
Public Works Director	\$	\$	\$	\$0

Totals	\$120000.00	\$198869.00	\$44598.00	\$363467.00
Match Percentages	33%	54.7%	12.26%	100%

Proposed Local Match

Local Government: Town of Beaufort **Project Name:** Ann Street Waterfront Access Park Project

Instructions: Use the form below to show the sources of your matching funds. Indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval. If applicable, provide additional narrative related to in-kind match and/or state/federal funds.

Applicants are encouraged to include their local contribution in their budget.

Source of Matching Funds			
Type of Matching Funds	Amount of Funds	Funding Source	Availability (Month/Year)
Cash	\$ 188869.00	Park Improvements Fund	07/2025
In-kind	\$ 44598	Staff Labor	07/2025
Cash	\$ 10000	Private Donation	08/2025
	\$		
	\$		
Total Matching Funds:	\$ 243467		

Additional Narrative:

Provide narrative explaining the relevance of proposed in-kind match to the project.

The Ann Street Waterfront Access Park Project is a true grassroots effort led by Town staff across multiple departments, including Public Works, Engineering, Planning, and Parks & Recreation. Town personnel will complete a substantial portion of the work in-house, including asphalt and pavement removal, site grading, and the installation of utilities and park amenities. This collaborative approach not only reflects the Town’s commitment to the project but also significantly reduces overall costs by leveraging internal expertise. The park’s design and implementation strategy have been developed by Town staff, including the Town Engineer, Planning Director, and Parks Coordinator, ensuring that the final product is both practical and aligned with community priorities.

If other state and/or federal funds are to be used as local match, indicate the specific project elements that will qualify for joint funding. How viable is the project if complementary funding from another program is not secured?

N/A

Project Timeline

The project timeline establishes benchmarks during the project period to ensure timely completion. Progress monitoring occurs at 6-month intervals over the 18-month contract. We recognize that unexpected events may require adjustments to the timeline. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

Task	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Return Contract	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Acquisition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permitting Process	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Close-Out	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Reporting Periods

PROJECT SCHEDULE AND ACTIVITIES CHART

Provide an outline of the projects schedule and activities to be completed in each 6-month period of the 18-month project. Include the amount of grant and local funds proposed to be spent in each project period. Include a 10% holdback of the total grant award in the third reporting period. Do not include the non-cash match.

Total Grant Funds: \$ 120000 + Total Local Funds: \$ 198869 = Total: \$ 363467

PROJECT PERIOD 1	
<p>Grant funds to be spent \$ <u>0</u></p> <p>Local Funds to be spent \$ <u>63024.00</u></p>	<p>Work to be completed <u>25</u> %</p> <ul style="list-style-type: none"> • Permitting • Topsoil • Asphalt Removal • Granite Rip-Rap • Select Fill
PROJECT PERIOD 2	
<p>Grant funds to be spent \$ <u>108000</u></p> <p>Local Funds to be spent \$ <u>135845.00</u></p>	<p>Work to be completed <u>70</u> %</p> <ul style="list-style-type: none"> • Observation Deck Construction • Permeable Walkway • Bioretention Cells/Landscaping • Installation of Utilities • Installation of Amenties
PROJECT PERIOD 3	
<p>Grant funds to be spent \$ <u>12000</u></p> <p>Local Funds to be spent \$ <u>0</u></p>	<p>Work to be completed <u>5</u> %</p> <ul style="list-style-type: none"> • Final Inspections • Closeout • • •

Attorney's Certification of Site Control for Site Development Projects

Instructions: An attorney must certify that the local government has control of the site of a proposed development project for providing public access. One form per parcel must be submitted with the Final Application.

Exception: This certification is not required for applications only proposing land acquisition or applications proposing to acquire the site of a proposed development project.

Local Government: Town of Beaufort

Project Name: Ann Street Waterfront Access Park Project Parcel ID # _____

Address: 99 Ann Street City Beaufort

1. Type of Site Control: Indicate the type(s) of control the applicant has for the project site and attach documentation.

<input checked="" type="checkbox"/> Fee Simple Title	<input checked="" type="checkbox"/> Entire Site (Acres): <u>0.365</u> <input type="checkbox"/> Portion of site (Acres): _____
<input type="checkbox"/> Lease (25 years or longer)	<input type="checkbox"/> Entire Site (Acres): _____ <input type="checkbox"/> Portion of site (Acres): _____
<input type="checkbox"/> Easement	<input type="checkbox"/> Entire Site (Acres): _____ <input type="checkbox"/> Portion of site (Acres): _____
<input type="checkbox"/> Joint Use Agreement	<input type="checkbox"/> Entire Site (Acres): _____ <input type="checkbox"/> Portion of site (Acres): _____

2. Limitations, Conditions or Encumbrances:

- No limitations, conditions, or encumbrances
- Limitations, conditions, or encumbrances
 - a. For property owned by the local government, describe all easements or encumbrances.
 - b. Describe any conditions or limitations in current or proposed leases, easements or joint use agreements. Include restrictions on the local government's use of the site or the rights to be reserved by the landowner that may impact the local government's ability to complete the project in a timely manner and/ or provide for public use for at least 25 years. Attach additional pages if needed.

3. Attorney's Certification

I have reviewed the site of the proposed project identified on this page and certify that the information provided above is accurate to the best of my knowledge.

Name: (Printed/typed): Arey W. Grady III

Title: Town Attorney NC Bar #: 25536

Signature: _____ Date: July 14, 2025

Ann St Park Preliminary Budget

7-Jul-25

Item	Units	Unit Price	Quantity	Estimated Amount
Site Work				
Observation Deck	LS	\$ 120,000.00	1	\$ 120,000
Remove Asphalt Pavement	SF	\$ 5.00	4200	\$ 21,000
Granite Rip-Rap	TON	\$ 103.00	100	\$ 10,300
Select Fill	CY	\$ 60.00	250	\$ 15,000
Topsoil	CY	\$ 100.00	155	\$ 15,500
Pavement Marking, 4" White	LF	\$ 2.00	180	\$ 360
Reinforced Concrete Sculpture Base, 12" Thick	SF	\$ 100.00	100	\$ 10,000
Concrete Pad, 4" Thick	SF	\$ 25.00	130	\$ 3,250
Building Permit, COA, Electrical & Plumbing Permits	All	\$ 750.00	1	\$ 750
CAMA Major Permit	EA	\$ 474.00	1	\$ 474
Concrete Ribbon Curb, 18"	LF	\$ 25.00	134	\$ 3,350
Subtotal				\$ 199,984
Permeable Walkway				
Pavers	SF	\$ 25.00	1347	\$ 33,675
57 Stone	TON	\$ 45.00	24	\$ 1,080
78 Stone	TON	\$ 45.00	6	\$ 270
Crushed Gravel and Shell	CY	\$ 100.00	10	\$ 1,000
Edge Restraint	LF	\$ 10.00	464	\$ 4,640
Filter Fabric	SF	\$ 0.33	1347	\$ 445
Subtotal				\$ 41,110
Bioretention Cells				
Mulch	CY	\$ 50.00	4.5	\$ 225
Grading	SF	\$ 2.00	4200	\$ 8,400
Subtotal				\$ 8,625
Plants				
Wholesale Order	LS	\$ 30,000.00	1	\$ 30,000
Installation	LS	\$ 2,000.00	1	\$ 2,000
Ground Cover	SF	\$ 50.00	360	\$ 18,000
Sod	SF	\$ 2.00	1600	\$ 3,200
Subtotal				\$ 53,200
Utilities and Amenities				
Water Bottle Filling Station	LS	\$ 5,000.00	1	\$ 5,000
1-Inch Water Service Line	LF	\$ 15.00	40	\$ 600
Backflow Preventer in Insulated Enclosure	LS	\$ 2,600.00	1	\$ 2,600
6' Bench	Ea	\$ 1,000.00	7	\$ 7,000
Covered Swing	Ea	\$ 800.00	2	\$ 1,600
Irrigation	LS	\$ 10,000.00	1	\$ 10,000
Bike Rack, 6' Composite	Ea	\$ 1,000.00	2	\$ 2,000
Duckbill Style Stormwater Check Valve, 12"	Ea	\$ 7,500.00	1	\$ 7,500
3' Wooden Fence, White	LF	\$ 20.00	50	\$ 1,000
Park Sign	Ea	\$ 1,200.00	1	\$ 1,200
Trash can receptacle	Ea	\$ 1,200.00	1	\$ 1,200
Electrical Wiring	LS	\$ 5,000.00	1	\$ 5,000
Pedestal Light	Ea	\$ 200.00	7	\$ 1,400
Public Works Labor - 2 Staff at 224 hours (14 days) at \$64.50	Hr	\$ 64.50	224	\$ 14,448
Subtotal				\$ 60,548
Total				\$ 363,467



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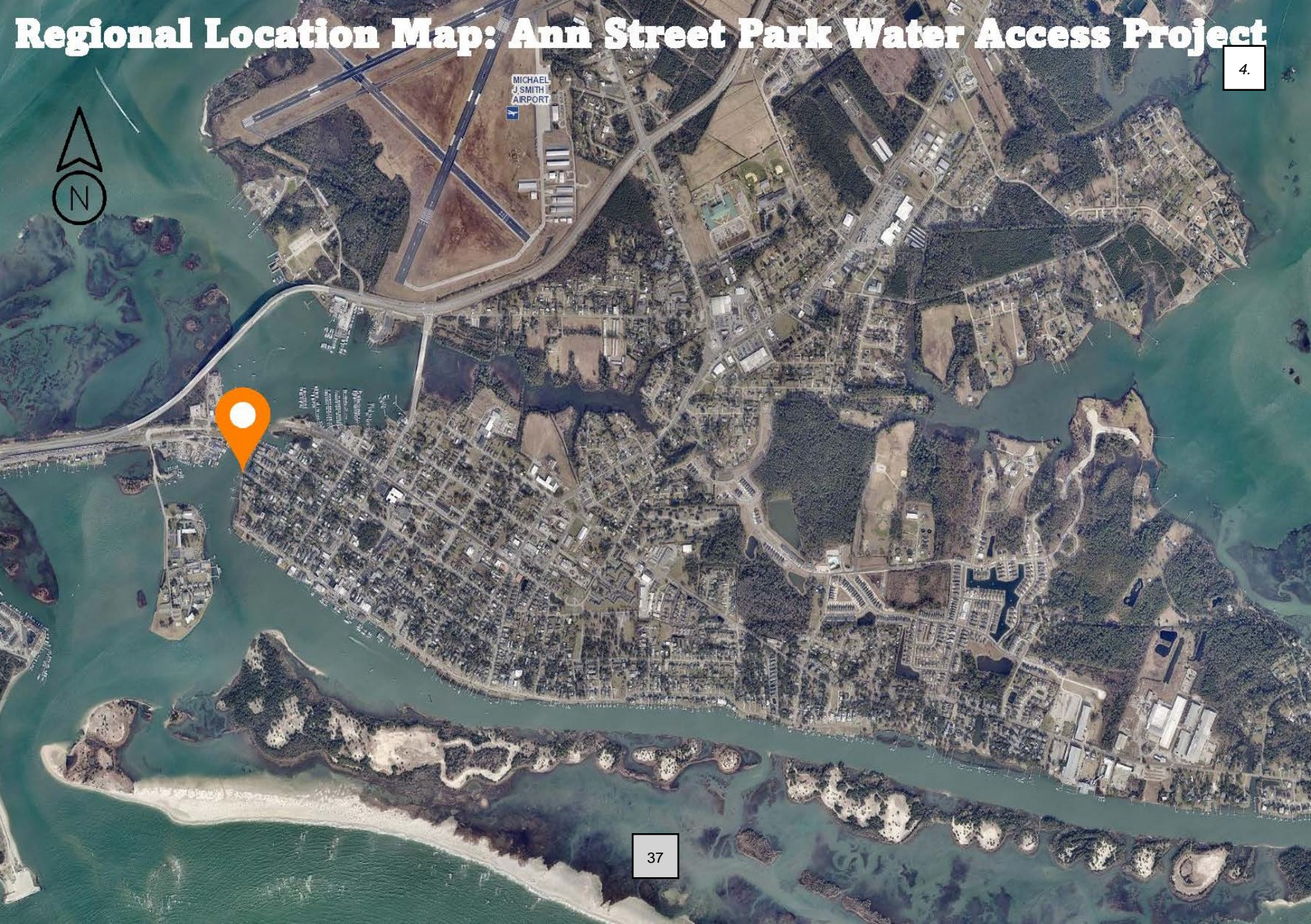
Regional Location Map: Ann Street Park Water Access Project

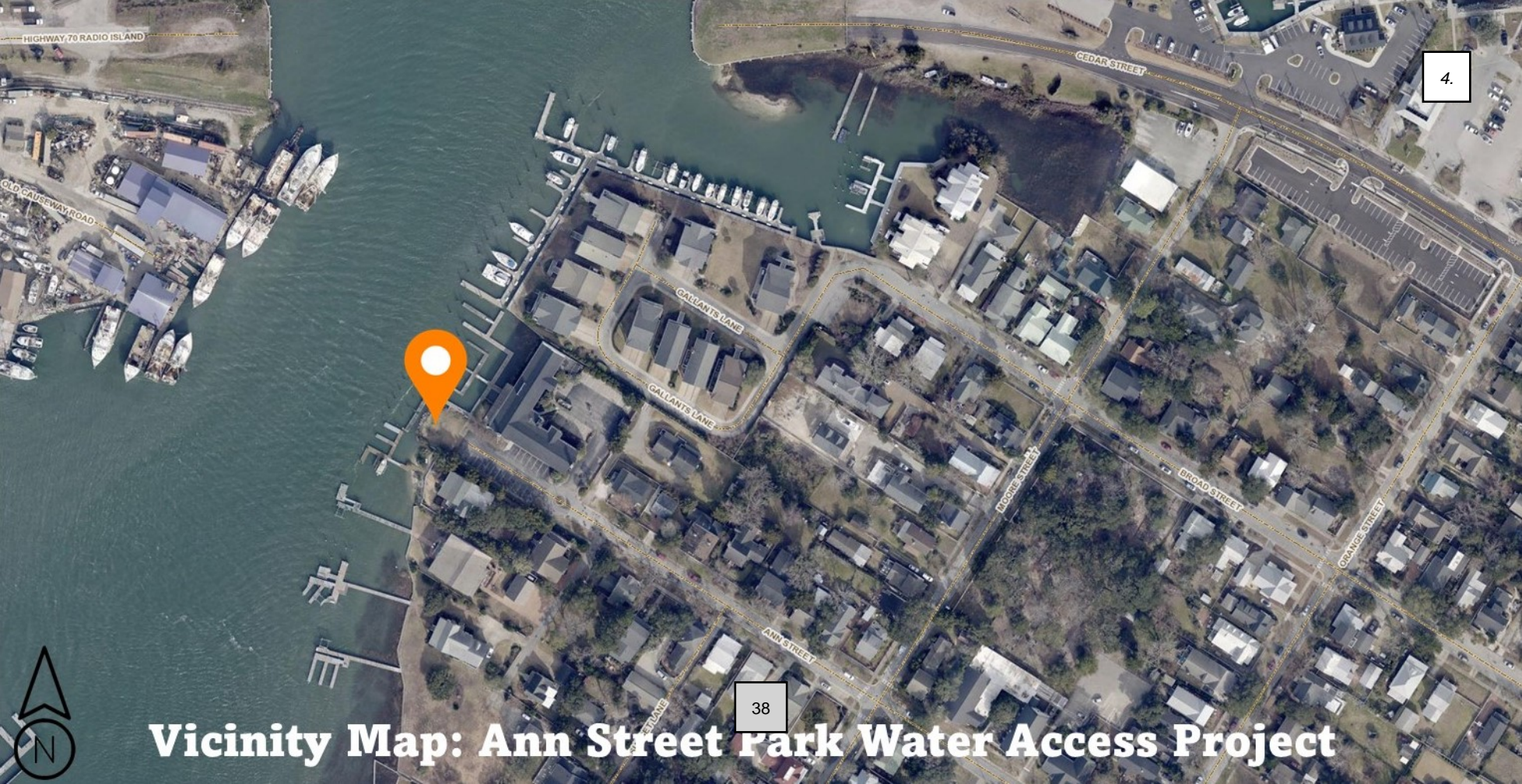
4.



MICHAEL J SMITH AIRPORT

37





4.

38

Vicinity Map: Ann Street park Water Access Project

HIGHWAY 70 RADIO ISLAND

OLD GAISEWAY ROAD

CEDAR STREET

CALLANT'S LANE

CALLANT'S LANE

MOORE STREET

BROAD STREET

ORANGE STREET

ANN STREET

STEVENS LANE



Vicinity Map 2: Ann Street Park Water Access Project

4.



39

Ann Street Park Water Access Project area inside the red lines.



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Ann Street Waterfront Access Park Project: Parcel Information

Parcel Information:

- A. Attorney's Certification of Site Control – See Attachment: Ownership of Ann Street Property and page 8 of the Attachment: 2025-26 Public Beach & Waterfront Application Form – Town of Beaufort – Ann Street Waterfront Park Project.
- B. Name and address of owner
 - Town of Beaufort 701 Front Street, Beaufort, NC 28516
- C. Project site address
 - 99 Ann Street, Beaufort, NC 28516
- D. Lot dimensions/Acreage
 - .365 acres
 - 66' ROW x 245'
- E. Adjacent water body and length of shoreline. Include NC Division of Water Resources Surface Water Classification(s).
 - **Adjacent Body of Water:** Newport River (Beaufort Channel)
 - **Length of Shoreline:** 108 Ft
 - **Stream Index:** 21-(17)
 - **Surface Water Classification:** SA, HQW

Class SA

Tidal salt waters that are used for shellfishing for marketing purposes and are also protected for all Class SC and Class SB uses. All SA waters are also HQW by supplemental classification.

High Quality Waters (HQW)

Supplemental classification intended to protect waters which are rated excellent based on biological and physical/chemical characteristics through monitoring or special studies, primary nursery areas designated by the Marine Fisheries



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Commission, and other functional nursery areas designated by the Marine Fisheries Commission.

The following waters are HQW by definition:

- WS-I, WS-II, SA, and Surface waters that the Environmental Management Commission classifies as HQW upon finding that such waters are: rated excellent based on biological and physical/chemical characteristics through monitoring or special studies, or primary nursery areas (PNA) and other functional nursery areas designated by the Marine Fisheries Commission or the Wildlife Resources Commission.

:x oo

Surface Water Classifications:

Stream Index:	21-(17)
Stream Name:	NEWPORT RIVER
Description:	From Little Creek Swamp to Atlantic Ocean with exception of Morehead City Harbor restricted area
Classification:	SA;HQW
Date of Class.:	May 31, 1956
What does this Class. mean?	View
River Basin:	White Oak

F. Applicable setbacks (zoning, CAMA, DOT, other) and local zoning and Future Land Use Map designation(s)

- **Setbacks:** 30' CAMA buffer, 75' AEC

G. Deed number, book, page, and date

- See Attached Letter from the Town Attorney Arey Grady as the Town's ownership of Ann Street pre-dates modern recording information.



July 8, 2025

Elizabeth Lewis
Town Clerk, Town of Beaufort
614 Broad Street
Beaufort, NC 28516

RE: Ownership of Western Terminus of Ann Street

Dear Elizabeth:

I write this letter concerning ownership of Ann Street, located in the Town of Beaufort, North Carolina, understanding the Town is applying for a grant which in turn needs this information.

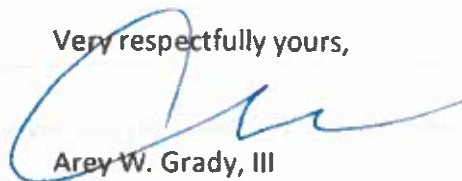
Importantly, I am of the unqualified opinion that the Town of Beaufort owns Ann Street in fee simple.

I also understand the grant requires information concerning the source of title, such as recording information for a deed or other instrument of conveyance. Unfortunately, no such information is available as the Town's ownership of Ann Street pre-dates modern recording information of the type requested.

However, in support of my opinion stated above and in an effort to provide useful information, I direct your attention to a May 1816 map of record in the Office of the Register of Deeds of Carteret County North, such map showing Ann Street extending from its western terminus in Gallants Channel to its then-eastern terminus at Gordon Street. In light of the holding of the North Carolina Court of Appeals in Town of Oriental v. Henry, 197 N.C. App. 673 (2009), the recordation of the 1816 plat depicting Ann Street, coupled with the Town of Beaufort's (a) improvement & maintenance of Ann Street for at least 209 years and (b) opening Ann Street to public use, constitute acceptance of Ann Street for public use which in turn vests the Town of Beaufort with ownership of same.

Thank you for your attention to these matters.

Very respectfully yours,



Arey W. Grady, III



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Ann Street Waterfront Access Park Project: Site Description

Site Description:

The Ann Street Park Project site is a 0.365-acre parcel located at the end of Ann Street in Beaufort, North Carolina. Positioned along the Newport River, the property was historically used as a parking lot for a commercial inn under a 1980 agreement with the Town. That agreement ended in 2023. The adjacent parcel is currently under development for three residential homes. The project site is bordered to the south by a private residence, and both neighboring properties maintain private docks with water access.

The Town-owned parcel is predominantly paved, with a significant portion of impervious surface remaining from its use as a parking lot. As part of the park development, the Town will remove approximately 4,200 square feet of asphalt, improving stormwater infiltration and environmental quality.

A former roundabout that served as an entry point to the inn’s parking area will be removed to enhance emergency vehicle access. A public sidewalk on the southern side of the property, which currently extends from the street to near the shoreline, will be incorporated into the park’s walking path system to support public access and mobility.

On the north side of the site, five mature crepe myrtle trees line a wooden walkway leading to the water. These trees will be preserved, and the existing walkway will be upgraded to meet ADA accessibility standards, connecting to the broader park path network.

The site also includes eight existing pilings from a former dock that was dislodged during a winter 2024 Nor’easter and has since been removed. The shoreline features riprap and is home to a large stormwater outfall pipe. Stormwater flooding has been a persistent issue on the landward portion of the property, underscoring the importance of thoughtful redevelopment and the implementation of green infrastructure.

Currently, there are no buildings or vertical structures on the site. The shoreline area consists of a mix of grass and bare soil. Directly across Gallant’s Channel is an active commercial fishing operation, which reflects the area’s working waterfront character and community identity.

This project will transform an underutilized and environmentally impacted site into a vibrant public waterfront space, supporting recreation, resilience, and inclusive access to Beaufort’s natural assets.

Evaluation of Site Appropriateness for Public Access



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The proposed site for the Ann Street Water Access Park is highly appropriate for public access based on its location, current conditions, community need, and potential for low-impact redevelopment.

1. Strategic Location:

The site is located at the terminus of Ann Street, adjacent to Gallant’s Channel and the Newport River, offering direct access to one of Beaufort’s most scenic and historic waterways. The park will provide public waterfront access in a walkable location near residential neighborhoods and downtown Beaufort, supporting both residents and visitors.

2. Previously Developed Land:

The property was used as a paved parking lot for more than four decades and contains no existing buildings. Redeveloping this previously disturbed site into a public park avoids environmental disruption to undeveloped land and presents an ideal opportunity to restore ecological function while expanding public access.

3. Environmental Suitability:

The site’s waterfront setting and existing features make it suitable for passive recreation, including observation, walking, and environmental education. Planned stormwater improvements, including the removal of 4,200 square feet of impervious surface and the addition of rain gardens and native plantings, will enhance the site's environmental resilience and mitigate localized flooding concerns.

4. Safe and Manageable Access:

The site terminates at a low-traffic dead-end street, making it safe for pedestrians and cyclists. Planned improvements include sidewalks, ADA-compliant paths and parking, and dedicated parking for cars and golf carts, ensuring accessibility for all visitors.

5. Visual and Cultural Value:

The park site provides expansive views of Gallant’s Channel, the Newport River, and evening sunsets, enhancing its value as a scenic destination. Reuse of historic materials and design elements consistent with Beaufort’s downtown waterfront further support the site’s integration into the community’s historic fabric.

6. Community Demand:

There is strong community interest in expanding public waterfront access in Beaufort. The site addresses this need by transforming underutilized space into a public amenity that offers open green space, shade, seating, and educational features for all ages and abilities.



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In summary, the site offers a safe, accessible, and environmentally responsible location for public access that aligns with community goals for sustainability, connectivity, and preservation of Beaufort’s coastal heritage.

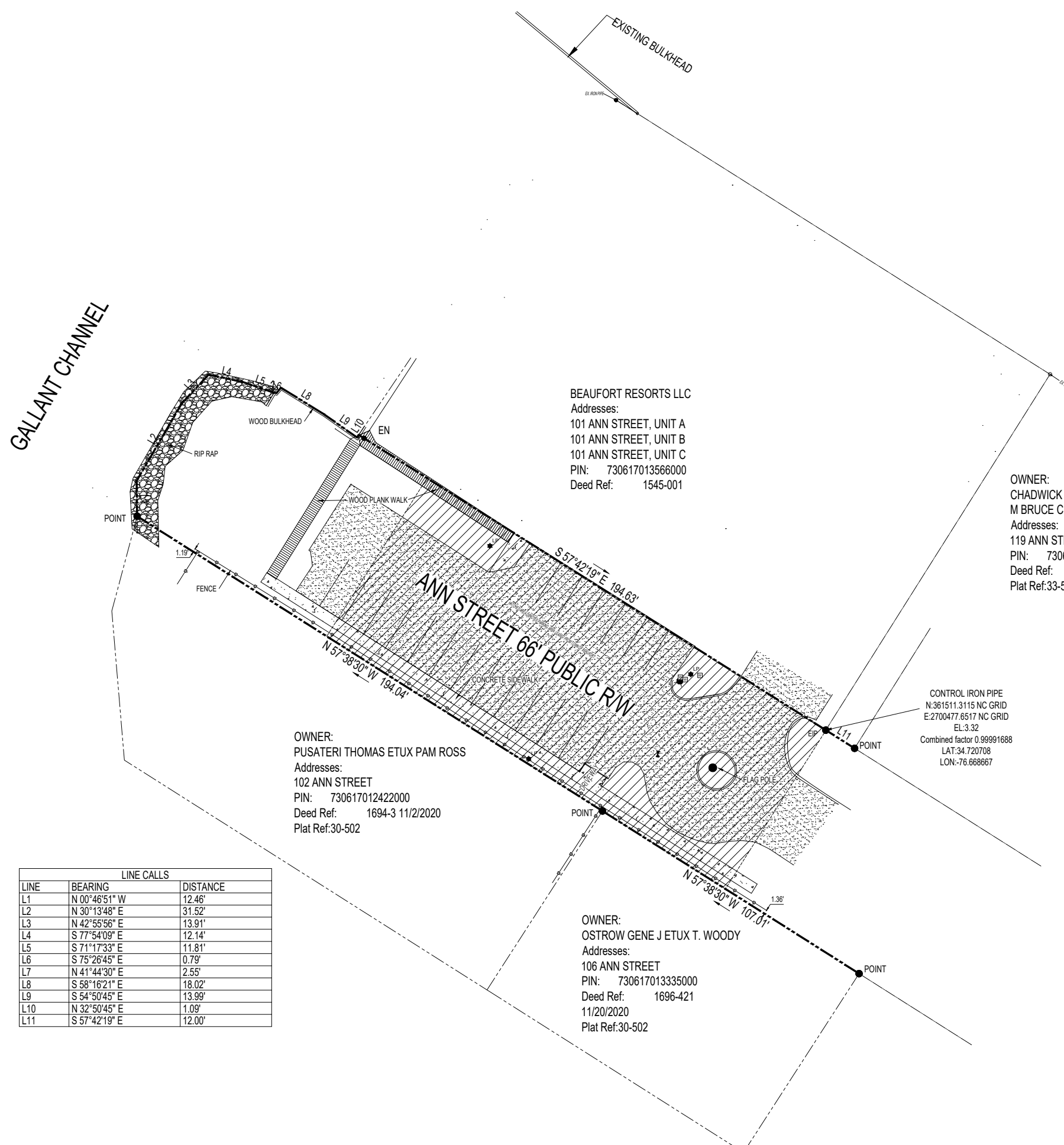
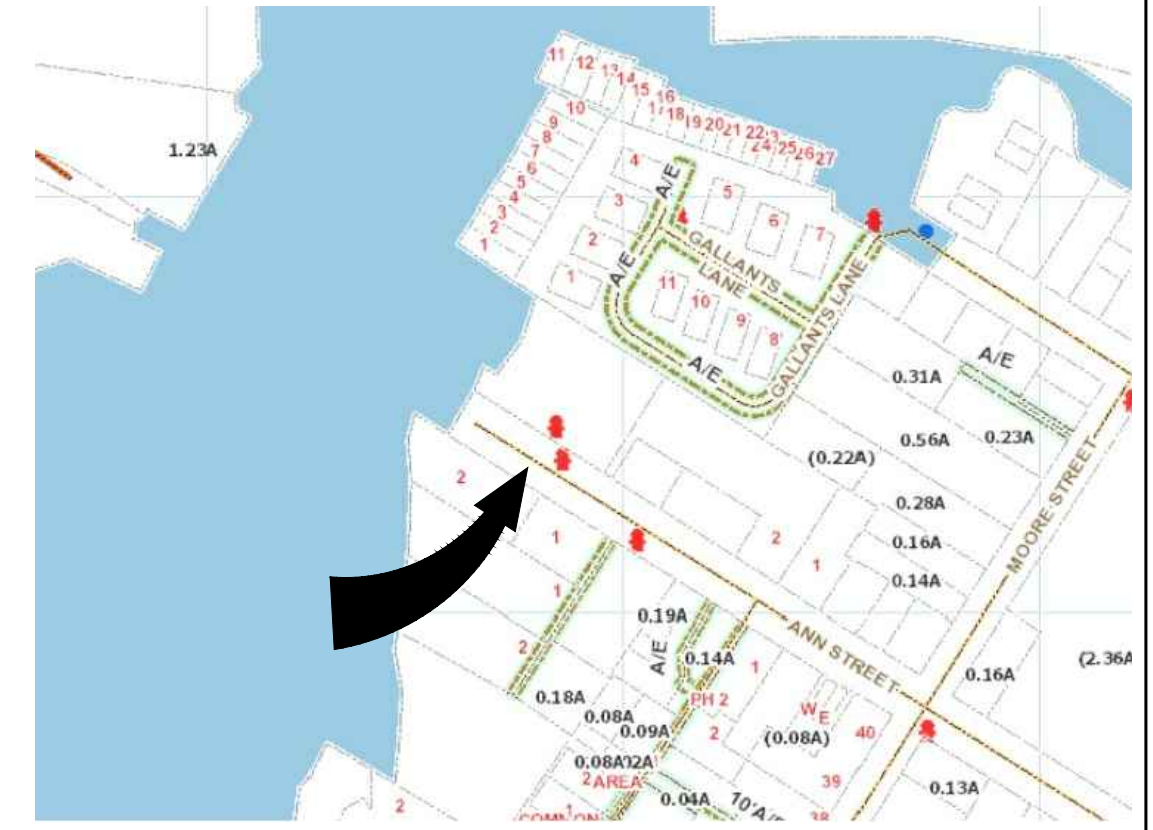
Proximity to closest access sites:

The two nearest water access sites to the proposed Ann Street Waterfront Access Park are Derwood’s Landing **and** Topsail Park. While both offer limited waterfront access, neither provides the level of accessibility, amenities, or public benefit that will be available at the Ann Street site.

Derwood’s Landing, located two blocks away at the end of Broad Street, is a small dock accessible only by foot or by water. The site is surrounded by private property and does not include public parking or landside amenities. The dock accommodates only one boat at a time for brief tie-ups, offering minimal functionality and no ADA access.

Topsail Park, situated approximately five blocks from Ann Street at the end of Orange Street on Front Street, features a floating dock. However, this dock is not ADA accessible, and access to the park is limited to on-street paid parking in the downtown commercial area.

By contrast, the Ann Street Waterfront Access Park will offer ADA-compliant pathways, designated parking (including ADA and golf cart spaces), seating, shade structures, educational features, and landscaped open space—all on a previously developed site with safe, walkable public access. It will significantly enhance equitable access to Beaufort’s waterfront while complementing existing public assets.



LINE	BEARING	DISTANCE
L1	N 00°48'51" W	12.46'
L2	N 30°13'48" E	31.52'
L3	N 42°55'56" E	13.91'
L4	S 77°54'09" E	12.14'
L5	S 71°17'33" E	11.81'
L6	S 75°28'45" E	0.79'
L7	N 41°44'30" E	2.55'
L8	S 88°16'21" E	18.02'
L9	S 54°50'45" E	13.99'
L10	N 32°30'45" E	1.09'
L11	S 57°42'19" E	12.00'



SURVEYORS CERTIFICATION

I, JAMES I. PHILLIPS III, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP () WAS MADE BY ME () MADE UNDER MY SUPERVISION () FROM AN ACTUAL SURVEY PERFORMED BY ME () FROM A SURVEY PERFORMED UNDER MY SUPERVISION. THAT BOUNDARIES NOT SURVEYED ARE NOTED AND PLOTTED FROM REFERENCES AS SHOWN HERON. THAT PORTIONS OF THIS SURVEY WAS PERFORMED WITH GPS EQUIPMENT (Sokkia GCX3, SN GCX3 1387-16494, FW.5.5+2207150000, NCGS RTK, INTERNET ROVER, CARLSON SURPC SOFTWARE USING MULTIPLE AVERAGES OF POINTS) SURVEY WAS MADE WITH CLASS A METHODS. POSITIONAL ACCURACY: 95% TYPE OF GPS FIELD PROCEDURE: NCGS RTK NETWORK MULTIPLE AVERAGE DATA POINTS. DATES OF SURVEY: JANUARY 31, 2025, DATUM/EPOCH: NAD 1983(2011) EPOCH(2010) NAVD 1983. PUBLISHED/FIXED-CONTROL USE: NC CORS, GEOID MODEL:12A(CONUS), COMBINED GRID FACTOR(S): 0.99991688, AND UNITS: US SURVEY FEET.

I FURTHER CERTIFY THAT OTHER PORTIONS OF THIS SURVEY WHERE PERFORMED WITH CONVENTIONAL SURVEY METHODS AND THAT THE RATIO OF PRECISION AS CALCULATED BY THE COORDINATE METHOD IS 1:10,000+(CLASS A), THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEA THIS 5TH DAY OF FEBRUARY, A.D. 2025.

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



STATE OF NORTH CAROLINA

CARTERET COUNTY CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: DATE:

REGISTER OF DEEDS

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

KAREN HARDESTY Register of Deeds

By Assistant Deputy

SURVEY FOR THE TOWN OF BEAUFORT WEST END OF ANN STREET BEAUFORT TOWNSHIP CARTERET COUNTY, N.C. SCALE 1"=40'

Table with columns for DEED REF., BOOK PAGE, MAP REF., BOOK PAGE, TAX PIN, SHEET 1 OF 1, JOB # 25-011, DATE OF FIELD SURVEY, DATE OF MAPPING, SURVEY BY, DRAWN BY, CHECKED BY, and contact information for James I. Phillips Land Surveying.

SURVEYOR'S DISCLAIMER: NO ATTEMPT WAS MADE TO LOCATE ANY CEMETERIES, WETLANDS, HAZARDOUS MATERIAL SITES, UNDERGROUND UTILITIES OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN. HOWEVER, NO VISIBLE EVIDENCE OF CEMETERIES OR UTILITIES ABOVE GROUND OR OTHERWISE WAS OBSERVED BY THE SURVEYOR OTHER THAN THOSE SHOWN ON THIS MAP.



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Ann Street Waterfront Access Park Project: National Flood Insurance Program Floodways & Non-Encroachment Areas

The Ann Street Waterfront Access Park Project is not located within a Floodway or Non-Encroachment Area.



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Ann Street Waterfront Access Park Project: Land Acquisition

This project does not include land acquisition. The site of the project is owned by the Town of Beaufort. A survey has been included as supplemental material.



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Ann Street Waterfront Access Park Project: Project Description for Site Improvements

The Ann Street Water Access Park will be a passive, public waterfront park encompassing 0.365 acres at the end of Ann Street in Beaufort, North Carolina. The park will provide inclusive, low-impact recreational access to the Beaufort Channel along the Newport River, offering scenic views, community gathering space, and educational opportunities in a historically and environmentally sensitive design.

Key park features will include:

- A 1,008 sq. ft. observation deck (42' x 24') with built-in benches, providing 108 feet of unobstructed waterfront views.
- Seven land-side benches and two covered swing benches strategically placed for waterfront viewing.
- Two picnic tables and a walking path through a landscaped art and historical garden.
- Rain gardens, native plantings, and shade trees to support stormwater infiltration and a pollinator habitat.
- A parking area accommodating four vehicles, three golf carts, and one ADA-compliant parking space.
- Sidewalk connections, a green open space, and an accessible shoreline vista designed for inclusive public use.
- Educational elements highlighting local ecology, history, and stormwater awareness.
- Dark-sky compliant lighting, a water bottle filling station, and a pet waste receptacle to support environmental stewardship and visitor comfort.

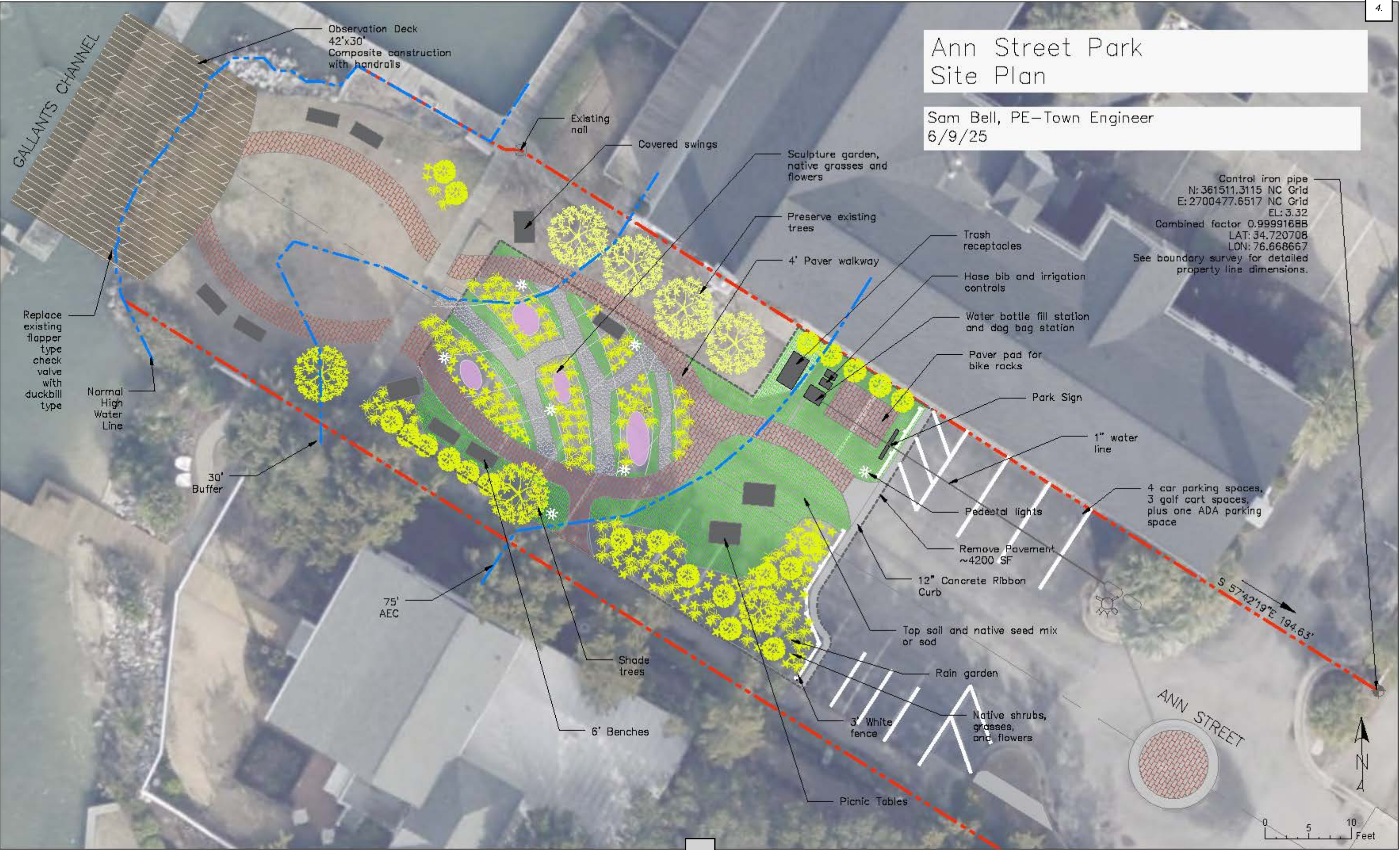
In response to ongoing stormwater flooding challenges at the site, the Town will remove approximately 4,200 sq. ft. of impervious asphalt and replace it with pervious materials wherever feasible. All landscaping will feature native shrubs, grasses, and flowers to enhance water absorption and minimize maintenance.

Benches without backs will be installed along the shoreline to preserve panoramic sunset views, and bricks used in the park’s pathways will match those found along Beaufort’s historic downtown waterfront—creating visual and cultural continuity throughout the Town’s public spaces.

Ann Street Park Site Plan

Sam Bell, PE—Town Engineer
6/9/25

Control iron pipe
N: 361511.3115 NC Grid
E: 2700477.6517 NC Grid
EL: 3.32
Combined factor 0.99991688
LAT: 34.720708
LON: 76.668667
See boundary survey for detailed
property line dimensions.





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Ann Street Waterfront Access Park Project: Utilities

The Ann Street Waterfront Access Park Project will require the installation of both water and electrical utilities to support public use, site functionality, and long-term maintenance.

The Town of Beaufort Public Utilities Department will manage the installation of a 1-inch water service line, which will serve two primary purposes:

- Irrigation for native gardens and landscaping throughout the park.
- A public water bottle refill station, promoting sustainability and visitor hydration.

To protect the potable water system, a backflow preventer in an insulated enclosure will be installed as part of the service line.

The Town will also coordinate with Duke Energy to connect the park to nearby electrical infrastructure. This connection will support dark-sky compliant lighting, safety and security needs, and future interpretive or educational elements requiring power.

Stormwater infrastructure improvements include the installation of a 12-inch duckbill-style check valve to reduce tidal backflow and help mitigate persistent stormwater flooding at the site.

These utility elements are identified in the project budget and will be incorporated during the initial construction phase to ensure the park is fully functional and sustainable upon completion.



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Ann Street Waterfront Access Park Project: ADA Requirements

The Ann Street Waterfront Access Park has been intentionally designed to meet all applicable Americans with Disabilities Act (ADA) requirements, ensuring equitable access for all visitors.

Key accessibility features include:

- ADA-accessible walkways that connect the designated parking area to the observation deck, gardens, picnic areas, and key park elements.
- A designated ADA-compliant parking space, located in close proximity to the accessible path leading to the waterfront observation deck.
- ADA-compliant picnic tables with open-end designs to accommodate wheelchair users comfortably.
- Smooth, firm, and stable walking surfaces throughout the park to facilitate access for individuals using mobility aids.

These design elements will ensure that individuals of all ages and abilities can enjoy the park safely and independently, in alignment with the Town’s commitment to inclusive public spaces.



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Ann Street Waterfront Access Park Project: Exceeding ADA Requirements

The Ann Street Waterfront Park Project is not only designed to meet ADA standards but also aims to exceed them by incorporating inclusive features that support a broader range of abilities. In addition to ADA-accessible pathways, parking, and picnic areas, Town staff is actively exploring enhanced accessibility tools for individuals with visual impairments.

One such consideration is the integration of NaviLens technology, a digital wayfinding system that uses scannable, high-contrast tags to provide spoken navigation cues through a mobile device. These elements could be incorporated into signage, trail markers, or interpretive displays, enhancing the park's usability for individuals who are blind or have low vision.

This portion of the project is currently in development, with the goal of aligning future enhancements with universal design principles and best practices in accessibility innovation.



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Ann Street Waterfront Access Park Project: Project Justification

Project Justification:

The Ann Street Waterfront Access Park will be the Town of Beaufort’s first public water access facing the Beaufort Channel along the Newport River. Access to the waterfront outside the downtown district has been a longstanding priority for residents, and this project directly responds to that community need.

This park will serve as a transformational asset, offering expansive views of the Newport River, stunning sunsets, and a unique perspective of Beaufort’s working waterfront—including a direct view of the commercial fishing operations located across the channel. It will provide passive, inclusive access to the water in a way that has not previously been available to the public.

While the Town currently maintains several small pocket parks along Front Street that support water access for kayakers and day boaters, these sites are limited in scope and amenities. Ann Street Waterfront Access Park will be the Town’s first dedicated passive waterfront park facing the Beaufort Channel—designed not for launching watercraft, but for gathering, relaxing, and experiencing the natural and cultural landscape.

The park will include amenities not currently available at other Town water access points, such as:

- Dedicated vehicular and golf cart parking, including ADA-compliant spaces
- A 1,008 sq. ft. observation deck
- Native landscaping and stormwater mitigation features
- Educational signage, historical elements, and interpretive gardens
- Picnic areas, shaded seating, and multiple viewing points
- An open green space suitable for informal gatherings and recreation

Importantly, the Ann Street site represents a shift from private waterfront ownership to public access. This area of the shoreline has historically been dominated by private use, with limited public entry. By opening this property to all, the Town is promoting equity, inclusion, and environmental stewardship, making a uniquely beautiful and historically significant part of Beaufort accessible to residents and visitors alike.



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Ann Street Waterfront Access Park Project: Project Description for Maintenance of a Previously Funded Site

This is not applicable to the Ann Street Waterfront Access Park Project



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Ann Street Waterfront Access Park Project: Local Priority in Certified Future Land Use Plan

The Ann Street Waterfront Access Park Project directly aligns with multiple objectives and policies outlined in the Town of Beaufort’s certified Future Land Use Plan, supporting both strategic growth and public benefit.

At the time the Land Use Plan was developed, the site was under a long-term lease and utilized as a parking area for the Beaufort Inn. The lease remained valid for the life of the business. Following the Inn’s closure and the subsequent redevelopment of its property for residential use, the parking area at the end of Ann Street reverted to Town ownership—creating a unique opportunity for the Town to evaluate the highest and best use of the property for the public good.

The Town identified this waterfront parcel as a valuable public asset and developed the park project in accordance with several priorities in the Future Land Use Plan, particularly those related to public access, preservation, recreation, and protection of public land.

The Ann Street Waterfront Access Park supports the following goals:

- **Objective 7.6:** *Increase public water and natural resource access while balancing the need for preservation.*
→ The park restores public access to a previously privatized waterfront area, integrates native plantings, and incorporates low-impact development strategies.
- **Objective 7.5:** *Increase parks and recreation access to improve the level of service for all residents.*
→ This park adds new recreational space with passive amenities, ADA accessibility, and educational features for residents and visitors alike.
- **Objective 7.7:** *Minimize light pollution.*
→ Lighting for the park will follow International Dark Sky standards, consistent with **Policy 7.7.1** and the Town’s updated lighting ordinance.

The project also addresses the long-term protection of public land at a street end:

- **Policy 7.6.2:** *Secure street terminations with signage, maintenance, parking areas, simple amenities (e.g., benches), and clear demarcation of boundaries.*
→ The Ann Street park design includes benches, ADA-compliant parking, and defined access points that prevent private encroachment.
- **Policy 7.6.3:** *Where possible, reclaim street ends that have been encroached upon.*
→ The Town is proactively reclaiming this site, previously used for private commercial parking, and converting it into public open space.



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- **Policy 7.6.4:** *Pursue extension of existing dead-end streets to provide additional access points and create interconnection opportunities.*
→ The project enhances pedestrian and visual access at a key street termination, strengthening community connectivity.

By aligning with these clearly defined land use goals, the Ann Street Waterfront Access Park represents a high-priority public investment that fulfills long-term community planning objectives while delivering lasting environmental and social value.



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Objective 7.5: Increase parks and recreation access to increase the level of service for all residents.

Policy 7.5.1: Identify areas under-served by parks (more than 1/2 miles from a park) and incorporate solutions into future park planning.

Policy 7.5.2: During subdivision and land development review, explore opportunities to co-locate conservation areas and recreation areas.

Policy 7.5.3: Balance active and passive recreation opportunities, including areas for pet recreation (dog parks).

Policy 7.5.4: Continue implementation of the Bicycle/Pedestrian Plan, including the creation of multi-use paths (aka greenways) around town (see **Proposed Connections on page 157**).

Policy 7.5.5: Establish a goal to incrementally increase the percentage of existing and new residential structures within 1/2-mile of a greenway/bicycle route or park or trail access point.

Action 7.5.5.1: Identify current percentage of existing homes within 1/2 mile of access points.

Action 7.5.5.2: Determine where potential connections are most needed and where they can be created.

Policy 7.5.6: Maintain and expand recreational facilities and programming.

Action 7.5.6.1: Consider creating a dedicated parks position at the Town.

Action 7.5.6.2: Expand programming for senior and the under-18 demographic.

Objective 7.6: Increase public water and natural resources access while balancing the need for preservation.

Policy 7.6.1: Update the Town Waterfront Access Plan to improve, identify, and pursue existing and additional public access points and amenities.

Policy 7.6.2: Secure street terminations with signage, maintenance, parking areas, simple amenities (ex - benches), and clear demarcation of boundaries.

Policy 7.6.3: Where possible, reclaim street ends that have been encroached upon.

Policy 7.6.4: Pursue extension of existing dead-end streets to provide additional access points and create interconnection opportunities.

Objective 7.7: Minimize light pollution.

Policy 7.7.1: Update Town lighting ordinances to include International Dark Sky standards for all lighting.



The town should strive to increase and maintain public water access points



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Ann Street Waterfront Access Park Project: Other Policy Documents or Ordinances

The Ann Street Waterfront Access Park Project is formally identified as a priority initiative in the Town of Beaufort Parks & Recreation Comprehensive Plan, which was adopted in 2024. This plan serves as the guiding document for the Town’s long-term investment in parks, open space, and recreational infrastructure.

Key references include:

- Page 74 of the Comprehensive Plan dedicates space to the Ann Street site within the Priority Projects section, stating:

“Plan and construct a Town public water access at the end of Ann Street. Consider possible amenities to include a kayak launch, fishing pier, benches, bike racks, and more.”

- Page 79 outlines specific goals and recommendations that directly align with the project, including:

*“Increase public water access outside of the downtown district,”
“Explore options at the west end of Ann Street,”
“Preserve street ends by placing appropriate amenities for the public in these locations.”*

These references demonstrate the Town’s clear and proactive intent to increase equitable water access and transform underutilized waterfront parcels into welcoming public spaces.

The inclusion of this project in the Town’s officially adopted Parks & Recreation Comprehensive Plan reflects not only community demand but also strategic planning alignment. The Ann Street Waterfront Access Park directly fulfills multiple objectives of the Plan, reinforcing its value as a policy-backed, community-supported, and implementation-ready project.

The full Comprehensive Plan can be accessed at:
[Town of Beaufort Parks & Recreation Comprehensive Plan \(2024\)](#)



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Public Water Access Recommendations

Many of the Parks & Recreation Advisory Board’s recommendations regarding water access directly align with the 2023 Town’s Beaufort Comprehensive & CAMA Land Use Plan.

Recommendation: Seek to increase public water access locations outside of the downtown district.

CAMA 7.6

Increase public water and natural resources access while balancing the need for preservation.

Recommendation: Build a dock with a kayak launch at Moore Street.

Recommendation: Create a small sandy beach launch area for kayaks and small sailboats.

Recommendation: Floating dock with a kayak launch on West Beaufort Road.

Recommendation: Explore options at the West end of Ann Street and West Beaufort Road. Continue to look into options at the West end of Cedar Street.

CAMA 6.6.3

Increase launch locations for non-motorized boats.

Recommendation: Preserve Town street ends by placing benches, signage and other amenities for the public in these locations. Survey and mark the corners of the street ends with a decorative item to delineate the property.



Above: West end of Front Street



End of Marsh Street



End of Leonda Drive



End of Moore Street



End of Hill Street

CAMA 7.6.3

Where possible, reclaim street ends that have been encroached upon.

CAMA 7.6.2

Secure street terminations with signage, maintenance, parking areas, simple amenities (ex—benches) and clear demarcation of boundaries.



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Ann Street Water Access

West End of Ann Street

Historically this property has not been available for public water access as it was a part of a long term lease with a local Inn. In the fall of 2023, the Inn ceased operations and the lease came to an end.

With views of Gallant’s Channel and Town Creek, this property is a prime location for a future public water access location operated by the Town.

Recommendation: Plan and construct a Town public water access at the West End of Ann Street. Consider possible amenities to include a kayak launch, fishing pier, benches, bike racks and more.





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Ann Street Waterfront Access Park Project: Pre-Project Tasks

Pre-Project Tasks:

- Parks & Recreation Advisory Board Approval – Approved April 3, 2025
- Board of Commissioners concept plan approval – Approved April 14, 2025
- Historic Preservation Commission Certificate of Appropriateness Approval – Scheduled for Fall 2025
- CAMA Minor Permit – Application in progress
- CAMA General Permit – Application in progress
- Town of Beaufort Building Permit – Application in progress



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Ann Street Waterfront Access Park Project: Permits

Permit Type	Status
CAMA Minor Permit	Application in progress
CAMA General Permit	Application in progress
Town of Beaufort Building Permit	Application in progress
Town of Beaufort Certificate of Appropriateness	Application In progress
Town of Beaufort Electrical Permit	Future
Town of Beaufort Plumbing Permit	Future



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Ann Street Waterfront Access Park Project: Previous Grants

Previous Grants:

This site has not received any previous DCM grants and/or other grants. Due to the property reverting to the town in 2023, this is the first time a project has been identified for this site.



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Ann Street Waterfront Access Park Project: User Fees

The Ann Street Waterfront Access Park will be public and free of user fees.

The Town of Beaufort does not charge for parking at any DCM-funded sites owned and operated by the Town of Beaufort.



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**Town of Beaufort Board of Commissioners Regular Meeting
6:00 PM Monday, July 14, 2025 – Train Depot**

AGENDA CATEGORY: Items of Consent
SUBJECT: Case 24-10 Site Plan – M&H Storage Site Plan Extension Request

BRIEF SUMMARY:

The M&H Storage site plan was approved on March 11, 2024 by the Board of Commissioners with conditions and is set to expire on September 11, 2025 due to half of the improvements not being completed per LDO Section 18.1.2. There have been no changes to the previously approved plans. This is the applicant's first site plan extension request. The applicant requests the following revised timeline:

	Original Approval	Requested Extension
50% Completion Deadline	September 11, 2025	March 11, 2027
100% Completion Deadline	March 11, 2027	September 11, 2028

REQUESTED ACTION:

Approval of the requested site plan extension

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



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

June 3, 2025

Town of Beaufort
Board of Commissioners
701 Front Street
Beaufort, NC 28516

Re: 18 month extension request -M&H Storage -1783 Live Oak – Site Plan Approval

Dear Board of Commissioners,

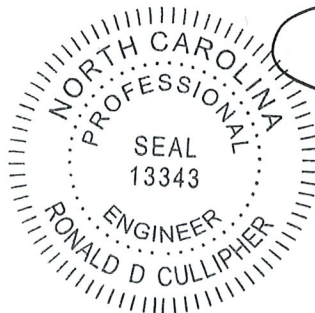
M&H Storage received site plan approval from you on Monday 11, 2024. The M&H Storage project is located behind the ABC store on Live Oak. The project consists of climate controlled storage along with boat and rv storage. The current 18 month 50% completion date is September 11, 2025. As of this date, construction has not been initiated. All appropriate permits are in hand but the current market and economic conditions suggest that we delay project initiation. Factors included in this decision are as a minimum those presented below:

- 1) AA Storage at the end of Live Oak has invested a lot of time and money bringing their facility on- line. Their project is proceeding well with lease up conditions. Bringing a competitor on- line during this same time frame was not in the best interest of either party.
- 2) The banking environment changed the dynamics of when to build based on the projected demand.
- 3) New housing is underway in the community which will provide additional storage facility needs.

In accordance with the LDO Section 18.I.2, I would like to request an 18 month extension to the Site Plan approval on behalf of my clients, M&H Storage LLC. This request is being made prior to the expiration date as required.

If I can provide any additional information, please do not hesitate to contact me.

Sincerely,
Ronald D. Cullipher 6/3/25
Ronald D. Cullipher, P.E.



Cc: Robert High
Bill Marlowe
Michelle Eitner

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

Section 18 Site Plans

- 6) The Town shall also follow the procedures outlined in Section 20 herein when considering an application for a special use permit.

I) **Compliance.**

- 1) Failure to Comply with an Approved Site Plan.

In the event of failure to comply with an approved site plan or condition related thereto, the Town shall have all enforcement remedies outlined in Section 28 herein.

- 2) Work Completion Timeline.

At least one-half of the plan improvements shown on the site plan shall be completed within eighteen months from the plan approval date. The remaining half must be completed within three years of the plan approval date. Failure to complete construction as required herein shall automatically void the approved plan unless the BOC, following a recommendation of the Zoning Administrator, finds:

- a) A request for an extension has been made to the Town prior to the expiration period; and,
- b) Unobstructed portions of the plan have been updated, if required, to conform to all ordinances, laws, and Town policies in effect at the time of the requested extension.

- 3) Minor Revisions of Approved Plans.

If there are minor revisions of approved plans:

- a) The Zoning Administrator may, upon consultation with affected Town departments, approve minor revisions to previously approved site plans. Any revisions approved by the Zoning Administrator shall be communicated in writing to the applicant and the affected Town departments.
- b) Applications for revision of previously approved site plans shall be referred to and reviewed by the Zoning Administrator in the following circumstances:
 - i) If the applicant or the Zoning Administrator determines the revision(s) requested are major or significant; or,
 - ii) If the applicant desires to appeal a modification review decision made by the Zoning Administrator. The BOC may, at its option, refer modification request to the Planning Board for comment before completing its review.

- 4) Approval of Final Plans.

At such time as development for which a site or other plan has been approved under this section has been completed, the Director of Planning and Inspections will confirm the development has been completed according to the plans as approved and upon such confirmation, the Director is authorized to give a certification to permit the plan to be recorded at the Carteret County Register of Deeds Office.

J) **Appeals.**

An applicant may appeal any decision of the Town staff or the Town Manager to the BOA and then to superior court in accordance with the provisions of Section 31 herein.



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, July 14, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Beaufort WWTP Water Effects Ratio (WER) Engineering Services Agreement

BACKGROUND:

During the February 2025 BOC retreat, Rivers & Associates presented several options to address compliance issues at the Wastewater Treatment Plant (WWTP).

After discussion, it was determined that completing a Water Effects Ratio (WER) study would be the most appropriate next step for the Town.

Attached are several supporting documents that include:

- A cover memo from Greg Churchill of Rivers & Associates
- WER Engineering Services Agreement
- A draft letter to NCDEQ requesting speculative limits
- WER Study Approval Letter
- WER Study Plan

REQUESTED ACTION:

Staff recommends proceeding with the WER study as previously discussed. The funds are included in the approved FY26 Budget.

SUBMITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

June 30, 2025

Mr. Matt Zapp, Town Manager
Town of Beaufort
701 Front Street
Beaufort, North Carolina 28516

SUBJECT: Town of Beaufort WWTP Discharge
NPDES Permit NC0021831
Engineering Services Agreement
Water Effects Ratio Study

Dear Matt:

Attached are two (2) items related to the Town's WWTP NPDES Discharge Permit that were preliminarily introduced at the January 31, 2025 Board of Commissioners Retreat: (1) Engineering Services Agreement for preparation of a Water Effects Ratio (WER) Study for Copper, and (2) Draft Request for Speculative Limits

Relative to Item (1), the Town's current NPDES Discharge Permit NC0021831 became effective November 1, 2024. Among a number of changes, a Total Copper effluent limit was added to the permit. Based on recent Annual Pollutant Scan results, the WWTP discharge will not consistently meet the new Copper limit. The Permit includes a Schedule of Compliance for Total Copper which allows the Town the option to pursue a WER Study to develop site-specific limitations for Total Copper compliance. A WER Study Plan (copy attached) was submitted to the NPDES Unit prior to the May 1, 2025 deadline. Subsequently, the WER Study Plan was approved for implementation on June 19, 2024 (copy attached). Although the WER Study is expected to increase the Total Copper limit, the magnitude of the increase is unknown. If the WER Study does not result in sufficient increase, then a CORMIX (Cornell Expert Mixing System) Dilution Study and/or WWTP Discharge improvements may be required as part of a Corrective Action Plan.

Relative to Item (2), following the Board Retreat, communications have continued with Shannon Jenkins, Section Chief of the NC Division of Marine Fisheries - Department of Shellfish Sanitation and Recreational Water Quality in Morehead City, regarding a new Dye Study of the Taylors Creek and surrounding waterbodies. The last Dye Study was conducted by Shellfish Sanitation in 2007 prior to the Town replacing and improving the Town's WWTP treatment capabilities. Shellfish Sanitation plans to conduct the Dye Study this Fall, and they are currently preparing/calibrating equipment, and collecting partially treated samples from the Town's WWTP in coordination with Donovan Willis. Shellfish Sanitation and the NCDEQ NPDES Unit have agreed that the Town should submit a Request for Speculative Limits to the NPDES Unit to document this pursuit.

Please review these two (2) items, and if acceptable, place them on the Agenda for consideration and approval at the July 14, 2025 Board of Commissioners Meeting. Should you have any questions, please feel free to call.

With best regards,

Gregory J. Churchill, P.E.
President

Encls.

Cc: Donovan Willis, ORC w/ encls.
Sam Bell, P.E. w/ encls.
Greg Meshaw, P.E. w/ encls.
Stephen Reece, P.E. w/ encls.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 14, 2025 (“Effective Date”) between
Town of Beaufort (“Owner”)

and

Rivers & Associates, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows (**Project Description**):

Beaufort WWTP Water Effects Ratio Study and Initial Coordination re: WWTP Speculative Effluent Limits and Dye Study (“Project”).

Engineer’s Services under this Agreement are generally identified as follows (**Scope of Work**):

Preparation and Execution of Water Effects Ratio Study for Site-Specific Copper and Initial Coordination for WWT Speculative Effluent Limits and Dye Study (see Appendix 2).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs ~~7.01~~ 7.01.1, 7.01.2 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Pursuant to the requirements of the current Beaufort WWTP NPDES Discharge Permit NC0021831, the WER Study Plan shall be submitted to NCDEQ Division of Water Resources (DWR) by May 1, 2025. In addition, the WER Study Report shall be submitted to DWR within eighteen (18) months of DWR approval of the WER Study Plan.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer’s services for the Project are delayed for more than 90 days for reasons beyond Engineer’s control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$10,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

L. If required in the agreement, the Engineer will provide electronic files of drawings in PDF format or AutoCad DWG or DXF format for the Owner’s use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after delivery. The files will be submitted on CD. The Engineer’s name and seal may be removed from the drawings. 5.01.G applies to all electronic files also.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01.1 *Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ N/A .

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

[and/or]

7.01.2 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$70,000.00 which will not be exceeded without written authorization from the Owner.

{or}

~~7.01 Basis of Payment Direct Labor Costs Times Factor, Plus Reimbursables~~

~~A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:~~

- ~~1. An amount equal to Engineer's Direct Labor Costs times a factor of _____ for services of Engineer's employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.~~
- ~~2. The total compensation for services and reimbursable expenses is estimated to be \$_____.~~

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Engineer's Scope of Work

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

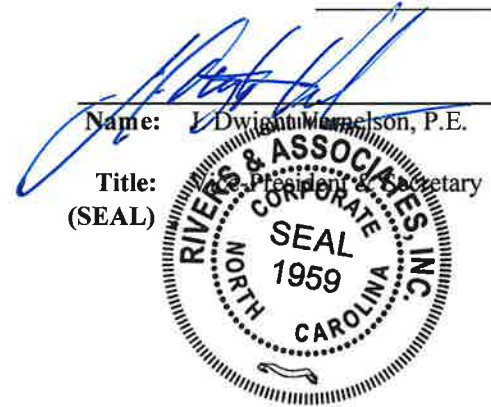
OWNER: Town of Beaufort
By: (Signature) _____
Typed Name: Matt Zapp
Title: Town Manager
Date Signed: _____

ENGINEER: Rivers & Associates, Inc.
By: (Signature) Gregory J. Churchill
Typed Name: Gregory J. Churchill, P.E.
Title: President
Date Signed: 6-30-25

Engineer License or Firm's Certificate Number: F-0334
State of: NC

Attest: _____
Name: Elizabeth Lewis
Assistant Town
Title: Manager/Town Clerk
(SEAL)

Attest: _____
Name: Dwight M. Wernelson, P.E.
Title: President & Secretary
(SEAL)



Designated Representative:
Donovan Willis
Title: Public Utilities Manager
Address for giving notices:
701 Front Street
P.O. Box 390
Beaufort, NC 28516-0390

Designated Representative:
Gregory J. Churchill, P.E.
Title: President
Address for giving notices:
107 East Second Street
P. O. Box 929
Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Phone No: 252-838-0197
Fax No: _____
E-Mail: d.willis@beaufortnc.org

Phone No: 252-752-4135
Fax No: 252-752-3974
E-Mail: gchurchill@riversandassociates.com

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

By: (Signature) _____
Finance Director

Typed Name: Christi H. Wood _____

Date: _____

JULY 14, 2025

**TOWN OF BEAUFORT, NC
WATER EFFECTS RATIO (WER) FOR SITE-SPECIFIC COPPER
AND
INITIAL COORDINATION WITH NCDEQ DWR AND NCDMF SHELLFISH SANITATION
FOR WWTP SPECULATIVE EFFLUENT LIMITS AND DYE STUDY**

**ENGINEER' S SCOPE OF WORK
APPENDIX 2**

- A. New effluent limits for Total Copper were imposed on the Beaufort WWTP surface water discharge to Taylors Creek in the most current NPDES Discharge Permit NC 0021831. Annual Pollutant Scan testing conducted previously by the WWTP Operators indicate that the WWTP will not be compliant with these new limits.

Condition A (6.) of the NPDES Discharge Permit provides a Schedule of Compliance for the Total Copper limit. The compliance schedule includes the option for the Town to pursue a WER study for developing site-specific limits for compliance with Total Copper limits. Based on the results of similar WER studies conducted by other coastal NC dischargers, the site-specific WER multiplier is expected to increase the Total Copper effluent limit for the Beaufort WWTP. It is not known whether the resulting site-specific WER multiplier will, by itself, increase the Total Copper limit sufficiently to facilitate general compliance by the WWTP.

If the results of the WER Study, by itself, do not allow the WWTP to achieve compliance with the site-specific Total Copper limit, additional corrective actions will be required. The additional actions, strategy, schedule, etc. must be summarized in a Corrective Action Plan (CAP) to be submitted to the NPDES Unit by November 1, 2025. CAP Annual Reports are required to be reported by November 1st of each subsequent year with Total Copper compliance achieved by November 1, 2029.

The Scope of Work for this project includes preparation and execution of the Water Effects Ratio (WER) Study for the site-specific discharge and receiving waters of the Beaufort WWTP for Copper. Site-specific copper monthly average and daily maximum limits will be developed in accordance with 15A NCAC 02B, *Water Quality Standards for Surface Waters*. Total and dissolved copper WERs will be derived following the method provided in *Streamlined Water-Effect Ratio Procedure for Discharges of Copper* (EPA-822-R-005, March 2001).

In order to develop a site-specific WER, toxicity testing will be conducted on both laboratory dilution water and site water consisting of 100% effluent from Outfall 001 of the Beaufort WWTP. Test concentrations will be prepared by spiking cupric sulfate pentahydrate into both the laboratory dilution water and site water samples to create a series of solutions with increasing copper concentrations. Side-by-side toxicity tests will be conducted, and the results of the tests will be evaluated based on measured total and dissolved copper concentrations. WERs will be determined by dividing the test result in site water by the higher of 1) the test result in the laboratory dilution water, or 2) the published species mean acute value (SMAV). Two (2) test sets will be conducted using *Ceriodaphnia dubia*, with sampling to occur with at least a one (1) month interval. The final WER will be calculated as the geometric mean of the two (2) benchtop-derived WER values.

- B. ENGINEER shall provide the following basic services:
 1. Research, plan, coordinate and conduct preliminary meetings with NCDEQ NPDES Unit, DWR Aquatic Toxicology Branch, BT Solutions, LLC (WER Subconsultant), ETS, Inc. (Aquatic Testing Laboratory Subcontractor), and the Town of Beaufort to determine and confirm verbal acceptability for the use of EPA's *Streamlined Water-Effect Ratio Procedure for Discharges of Copper*.
 2. Prepare and submit the written WER Study Plan for the Beaufort WWTP by May 1, 2025 for NCDEQ NPDES approval. Modify and resubmit as required to gain final approval prior to implementation. The Study Plan addresses the following items:

- Study Overview,
 - WER Study Rationale,
 - Copper Range Finding Procedures,
 - Quality Assurance Plan,
 - Description of Effluent Analytical Methods and Procedures,
 - Description of Site Water Sampling, Field Records, Transport and Chain-of-Custody Procedures,
 - Preparation of Laboratory Dilution Water Samples,
 - Preparation of Simulated Site Water Samples,
 - Description of *Ceriodaphnia dubia* Test Species,
 - Description of Bioassay Conditions and Procedures,
 - Description of Data Analysis, WER and Final WER Calculations,
 - Comparison and Validation of WER Results,
 - Description of Final WER Report.
3. Conduct WER Range-Finding Study to ensure that the correct range of copper is targeted in tests that will be used to calculate the final WER value. Perform limited analytical procedures to characterize the test samples (TDS, Hardness, Total Copper and Dissolved Copper). Services include:
 - Initial site visit,
 - Sample collection and delivery to ETS,
 - Preparation of 6-7 site water copper-spiked solutions,
 - ETS toxicity testing utilizing *Ceriodaphnia dubia*,
 - Analytical characterization of the site water,
 - Analysis of total and dissolved copper
 4. Conduct two (2) independent Sampling and Testing Events to include:
 - Site visits,
 - Collection of 24-hour composite effluent sample and receiving stream water sample,
 - Sample delivery to ETS,
 - Preparation of laboratory dilution water copper-spike solutions,
 - Preparation of site water copper-spiked test solutions,
 - Total copper analysis of each toxicity test solution at test initiation,
 - Dissolved copper analysis of each toxicity test solution at test initiation and termination,
 - Toxicity testing of all laboratory dilution water and site water copper-spiked solutions using 48-hour tests with *Ceriodaphnia dubia*,
 - Analytical characterization of laboratory dilution water and site water.
 5. Final Report Preparation and Submittal to include:
 - Calculation of Final Water Effects Ratio,
 - Data review for inclusion in the study,
 - Final review meeting with NCDEQ if required,
 - Full report including all sampling, analytical and toxicity reports
 6. Initial Coordination for WWTP Speculative Limits and Dye Study to include:
 - Preliminary communication/coordination with the NPDES Unit, NCDMF Shellfish Sanitation and Town of Beaufort regarding Request for Speculative Effluent Limits and Effluent Dye Study,
 - Prepare Draft Speculative Effluent Limits Request for Town of Beaufort review,
 - Submit Speculative Effluent Limits Request to the NPDES Unit.

C. Exclusions

1. The following items are excluded from the WER scope of services, but can be added by written Amendment to this Engineering Services Agreement if required and desired by the Town of Beaufort:

- Preparation of Corrective Action Plan (CAP) and CAP Annual Reports,
- Performance of CORMIX (Cornell Expert Mixing Zone) Dilution Model,
- Extensive coordination/review/meetings related to Request for Speculative NPDES Permit Limits,
- Extensive coordination/review/meetings related to NCDMF Shellfish Sanitation WWTP Effluent Dye Study,
- Preparation of NPDES Engineering Alternatives Analysis (EAA),
- Preparation of NPDES Discharge Permit Application,
- Performance of Topographic, Hydrographic, or other Surveys
- Design, Permitting or Construction Phase Services for additional corrective actions.

D. Time

Estimated time to complete the scope of work and have documents ready for approval by the Owner is six (6) months from the date of Notice to Proceed by the Owner.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 14, 2025.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment **as of June 30th**.

B. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$205.00
Project Manager	\$150.00 to \$200.00
Project Engineer	\$120.00 to \$185.00
Design Engineer	\$100.00 to \$110.00
Landscape Architect	\$115.00 to \$160.00
Landscape Designer	\$95.00 to \$120.00
Planner	\$85.00 to \$105.00
Designer	\$90.00 to \$140.00
CAD Technician	\$75.00 to \$85.00
Project Surveyor	\$100.00 to \$150.00
Party Chief	\$65.00 to \$120.00
Surveyor Technician	\$55.00 to \$75.00
1-Man Robotic	\$110.00 to \$150.00
Resident Project Representative	\$70.00 to \$115.00
Administrative Assistant	\$70.00 to \$85.00
Field Tech	\$70.00
Intern Tech	\$45.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

DRAFT

July 14, 2025

Ms. Karen Preston, Supervisor
Municipal NPDES Permitting, Pretreatment, Collections Systems
NCDEQ – NPDES Permitting Program
Archdale Building - 9th Floor
512 North Salisbury Street
Raleigh, NC 27604

SUBJECT: Speculative Limits Request
Town of Beaufort WWTP
NPDES Permit NC0021831

Dear Ms. Preston:

The Town of Beaufort has experienced substantive growth over the past several years which continues through the present. Over the past two decades, the Town has made numerous efforts and invested heavily in sanitary sewer rehabilitation, conveyance improvements, treatment upgrades, etc. As a result, annual average daily flow to the WWTP remains below 80% capacity at present; however, current and proposed development requires the Town to stay vigilant regarding capacity needs. As such, the Town is evaluating their future wastewater treatment, utilization and disposal needs pursuant to 15A NCAC 02T .0018.

On behalf of the Town of Beaufort, we are requesting Speculative Effluent Limits for expansion of the Town of Beaufort’s Wastewater Treatment Plant (WWTP) at its current discharge location in Taylors Creek from 1.50 MGD to (1) 1.85 MGD and (2) 2.25 MGD.

The receiving waters of Taylors Creek are class SC waters of the White Oak River Basin, 03020301 HUC (see attached map). Taylors Creek is tidally influenced, so no stream flow data is available from USGS.

In parallel with this request, the Town has (1) recently submitted a Water Effect Ratio Study Plan for Copper to the NPDES Unit in compliance with the requirements of the current NPDES Permit, and (2) initiated verbal discussions with Shannon Jenkins of NCDMF Shellfish Sanitation to request an updated Dye Study of the estuary to determine the required time for notification and closure of open shellfish waters. The last Dye Study of this area was conducted in 2007 before the Town’s current tertiary WWTP replaced the previous secondary facilities. Shannon has indicated that Shellfish Sanitation is currently calibrating equipment and instruments, and preparing to collect samples from the Beaufort WWTP in order to conduct the Dye Study this Fall. The Town would like the Dye Study to incorporate the requested increased flow values.

Please review this information, and if you have any questions, please feel free to call at (252) 752-4135.

With best regards,

Gregory J. Churchill, P.E.
President

Enclosure

- cc: Shannon Jenkins, NCDMF Shellfish Sanitation (w/ enclosure)
- Nick Coco, NCDEQ NPDES Permitting and Collections (w/ enclosure)
- Donovan Willis, ORC, Beaufort Public Utilities Manager (w/ enclosure)
- Sam Bell, P.E., Beaufort Interim Town Engineer (w/ enclosure)
- Matt Zapp, Beaufort Town Manager (w/ enclosure)

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director



June 19, 2025

Mr. Donovan Willis, Public Utilities Director
Town of Beaufort
701 Front Street
Beaufort, North Carolina 28516

Subject: Study Plan Approval
Copper Water-Effect Ratio (WER)
Permit NC0021831
Beaufort WWTP
Carteret County

Dear Mr. Willis:

A technical proposal for the development of a copper WER, submitted by BT Solutions, LLC on behalf of the Town of Beaufort, was received April 24, 2025, by the Division of Water Resources (Division). The study plan has been reviewed and found to be satisfactory. Approval is hereby granted for the Town to conduct a copper WER in accordance with the technical proposal received on April 24, 2025. We request at the conclusion of the WER that the consultant provide the WER checklist which will expedite the overall staff review process.

The issuance of this Letter of Approval for the Study Plan does not guarantee approval of the final WER itself, since EPA Region IV will review this as part of any future permit modification (if needed).

If you have any questions concerning this letter, please contact Will Schneider at (919) 707-9124 or at will.schneider@deq.nc.gov.

Sincerely,

Signed by:

E6B6D66F2457475...

Karen Preston, Municipal Permitting Supervisor
NPDES Municipal Permitting Unit

Hardcopy: NPDES Files
Ecopy: DWR/Washington Regional Office
DWR/Aquatic Toxicology Branch
BT Solutions, LLC/Beth Thompson





**COPPER WATER-EFFECT RATIO TECHNICAL PROPOSAL FOR
THE TOWN OF BEAUFORT WASTEWATER TREATMENT PLANT
BEAUFORT COUNTY, NORTH CAROLINA
APRIL 2025-Revision 1**

Section 1: Study Overview

The Town of Beaufort owns and operates the Beaufort Wastewater Treatment Plant (WWTP) in Carteret County and is authorized to discharge wastewater under National Pollutant Discharge Elimination System (NPDES) permit #NC0021831. The Town seeks the development of site-specific copper monthly average and daily maximum limits in accordance with 15A NCAC 02B, *Water Quality Standards for Surface Waters*. To do so, they plan to derive total and dissolved copper Water-Effect Ratios (WERs) using the method provided in *Streamlined Water-Effect Ratio Procedure for Discharges of Copper* (EPA-822-R-005, March 2001).

In order to develop a site-specific WER, toxicity testing will be conducted on both laboratory dilution water (LABWATER) and site water consisting of 100% effluent from Outfall 001 of the Town of Beaufort WWTP. Test concentrations will be prepared by spiking cupric sulfate pentahydrate into both Labwater and site water samples to create a series of solutions with increasing copper concentrations. Side-by-side toxicity tests will be conducted, and the results of the tests will be evaluated based on measured total and dissolved copper concentrations. WER's will be determined by dividing the test result in site water by the higher of 1) the test result in LABWATER, or 2) the published species mean acute value (SMAV). Two (2) test sets will be conducted using the Cladoceran, *Ceriodaphnia dubia*, with sampling to occur with at least a one (1) month interval. The final WER will be calculated as the geometric mean of the two (2) benchtop-derived WER values.

Consulting services will be provided by BT Solutions, LLC, of Lexington, South Carolina. Laboratory procedures will be conducted by ETS, Inc, of Asheville, North Carolina.

Section 2: WER Study Rationale

The Beaufort WWTP is permitted to discharge 1.5 MGD treated wastewater from Outfall 001 into Taylor Creek, a water designated 'SC' in the White Oak River Basin (03020301 HUC). The Town of Beaufort WWTP discharges into a saltwater marsh, but since the effluent is freshwater with a very low concentration of total dissolved solids (TDS), the test species required in the WWTP NPDES permit is *Pimephales promelas* (fathead minnow) with *Ceriodaphnia dubia* (water flea) as the designated second species for permit renewal testing. The WWTP is required to conduct the 24-hour acute toxicity test quarterly at a test concentration of 90%. Historically, the WWTP has obtained passing results for toxicity tests with both species.

According to 15A NCAC 02B .0220 (2023), the saltwater copper standards are the following:

- Acute = WER * 4.8 µg/L
- Chronic = WER * 3.1 µg/L.

The NC chronic and acute copper saltwater criteria provided above allow the inclusion of a WER multiplier, but the facility must conduct the study required to generate the WER. To derive a valid copper WER for the Beaufort WWTP using one of the facility's required test species, a study will be completed in accordance with EPA's Streamlined Water-Effect Ratio Procedure for Discharges of Copper, EPA 822-R-01-005, March 2001. To confirm that this procedure would be acceptable for generating a WER value for the Beaufort WWTP, a conference call was held on April 7, 2025, which included representatives of the Town of Beaufort, Rivers & Associates, BT Solutions, and the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Resources. The Streamlined Method was proposed by BT Solutions for the derivation of a copper WER for the Town of Beaufort WWTP, and the representatives of NCDEQ agreed that it was an acceptable approach for the site.

This technical proposal details the procedures to be used to develop a copper WER for the Town of Beaufort WWTP Outfall 001 in accordance with the Streamlined Method. The site water, or simulated stream water (SIMSTREAM), will be defined as 100% effluent that will be collected as a composite sample from Outfall 001 in accordance with copper monitoring requirements of the facility's discharge permit. The permit limits were based on a tidal receiving stream model with no dilution, so using 100% effluent is representative of a worst-case scenario.

The laboratory dilution water (LABWATER) will consist of moderately hard synthetic water prepared according to the *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms* (EPA 2002A). The spiked copper test solutions will be tested in 48-hour acute toxicity tests with *C. dubia*, as required by the Streamlined Method.

Section 3: Copper Range Finding Study

An initial site visit will be conducted to collect an effluent sample on which to conduct a copper range finding study. The site visit will also be used to finalize the sampling plan, including the determination of the sampling location and accessibility.

A final effluent sample will be collected to conduct a copper range-finding study for site water testing. This study is recommended to make sure that the correct range of copper is targeted in tests that will be used to calculate the final WER value. This study is generally conducted using a 10-50% dilution factor which allows testing over a much wider range than the required 0.65 dilution factor required by the method. A limited number of analytical procedures will be used to characterize the test samples, generally total dissolved solids, hardness, total copper and dissolved copper. If the WWTP generally discharges as a continuous flow with little variability this sample may be collected as a grab sample.

Section 4: Quality Assurance Plan

Field Blanks

A field equipment blank is used to demonstrate the absence of contamination in the sample collection equipment. It is comprised of contaminant-free water brought by the sampling crew to the site, processed through the collection equipment and transferred to the proper sample container for shipment along with other collected samples. At least one (1) field equipment blank will be collected for each sampling event.

Laboratory Control

A laboratory control treatment comprised of laboratory dilution water is included with every bioassay performed at the laboratory. The control is randomized with the test dilutions and contains the same number of test organisms from the same batch as the test dilutions. For a test to be valid the laboratory control treatment must have 90% or greater survival of test organisms at test termination. Each laboratory water and SIMSTREAM bioassay will have its own laboratory control treatment.

DMR/QA Studies

ETS participates in the annual DMRQA testing program for *Ceriodaphnia dubia*.

Analytical QC

All QC elements as required by each individual test method and North Carolina DEQ certification will be included in analytical reports.

Section 5: Analytical Procedures

At sample collection, temperature and pH will be documented for the effluent. Analytical procedures will be conducted as described in Tables 1 and 2, below. Samples will be transported to ETS for WET testing procedures.

Table 1: Parameters to be measured on WER study samples.

Parameter	Laboratory Water	Beaufort WWTP Outfall 001
BOD ₅ (mg/L)		X
Ammonia (mg/L)		X
pH	X	X
TSS (mg/L)	X	X
TDS (mg/L)	X	X
TOC (mg/L)	X	X
Hardness (mg/L)	X	X
Alkalinity (mg/L)	X	X
Specific Conductance (umhos/cm)	X	X
Total Recoverable Copper (µg/L)	X	X
Total Dissolved Copper (µg/L)	X	X

Table 2: Methods and Practical Quantification Limits (PQLs) for analytical procedures.

Parameter	Method	PQL	Units	Preservation
BOD ₅	5210 B-2016	1.0	mg/L	≤6°C
Ammonia	SM4500NH3-2021	0.1	mg/L	H ₂ SO ₄
pH	SM4500HB-2021	--	SU	N/A, Analyze within 15 minutes
Temperature	SM2550B-2010	0.1	°C	N/A, Analyze <i>in situ</i>
TSS	SM2540D-2020	6.2	mg/L	≤6°C
TDS	SM2540C-2020	12.0	mg/L	≤6°C
TOC	SM5310B-2000	2.0	mg/L	H ₂ SO ₄
Hardness	SM2340C-2011	0.1	mg/L as CaCO ₃	HNO ₃ to pH <2
Alkalinity	SM2320B-2021	1	mg/L	≤6°C
Specific Conductance	SM2510B-2021	14.9	µS/cm	≤6°C
Total / Dissolved Copper	EPA 200.8	1.0	µg/L	HNO ₃

Section 6: Sampling Procedures

Sampling Conditions

The *Streamlined Method* requires that samples are collected during stable flow conditions in which water quality is not impacted by recent rainfall runoff events. During sampling the facility must be operating within normal parameters.

Weather conditions will be monitored and documented throughout all sampling events. If a large rain, snow, or wind event occurs within three (3) days of the scheduled sampling date, the event may be postponed. BT Solutions will monitor weather conditions and will communicate with the Town regarding any abnormal operating conditions which may interfere with the collection of a valid sample.

Sample Collection

While not all “clean techniques” for sample collection and preparation will be implemented, care will be taken to avoid any metal contamination of the effluent samples.

Two (2) WER test sets must be conducted, so two (2) sampling events will occur at a one (1) month interval. LDPE one (1)-gallon sample containers will be rinsed with Type I de-ionized water and sealed in LDPE bags for transport to the sampling location. Samples will be collected as grabs from Outfall 001.

Non-powdered nitrile gloves will be worn during sample collection. The temperature and pH of Outfall 001 and flow will be obtained from facility personnel. Any air space over the effluent surface will be removed from sample containers. All samples will be double-bagged and placed in coolers on ice for transport.

Field Records

A chain-of-custody form will be completed and will remain with the samples at all times. Field records to be completed at the time of sample collection will contain the following information:

- Sample description
- Date/time of sample collection
- Preservative(s) used in sample containers
- Volume and number of sample containers
- Analyses required
- Name of sample collector
- Signature of sample collector
- pH meter calibration
- Effluent temperature and pH
- Any pertinent environmental observations.

Laboratory Sample Receipt

The laboratory sample custodian will receive the samples by signing the accompanying chain-of-custody form. All samples will be given unique laboratory ID numbers and each sample will be tracked. The custodian will record the following information in the sample receipt log: date and time received, received by, received from, sample temperature, project number, sample number, sample name and description, state sample originated from and comments. Sample arrival temperature will be recorded. Once received, samples will be held in a refrigerator set to maintain a temperature of just above freezing to 6°C.

Section 7: Preparation of Dilution Water

The procedure for preparing water used in *C. dubia* testing and culturing follows USEPA 821-R-02-012, "Methods for measuring the acute toxicity of effluents to freshwater and marine organisms", USEPA 2002. Laboratory dilution water will be prepared to a hardness value in the range of 50-100 mg/L as CaCO₃. If the Beaufort WWTP effluent hardness is different from the LABWATER sample, copper test results obtained in dilution water will be corrected to account for any difference in hardness using calculations required by the Streamlined Method.

Section 8: Preparation of Simulated Site Water

SIMSTREAM will be prepared for use in testing within 36 hours of effluent collection. SIMSTREAM will be prepared by screening indigenous organisms from the samples, if needed. No dilution of the effluent samples will be performed. The hardness of the SIMSTREAM will be checked to ensure that calculated test concentrations will be in the appropriate range prior to starting the bioassays.

Section 9: Test Species

The WER *Streamlined Method* requires a minimum of two (2) testing events with a daphnid, *Ceriodaphnia dubia* or *Daphnia magna*. Since Beaufort WWTP has a history of toxicity testing with *Ceriodaphnia dubia*, it will be the species used in the WER study. *C. dubia* is a water flea (family Cladocera) used in bioassays as required by the EPA and state regulatory agencies. *C. dubia* to be used in WER bioassays will come from boards which have had an average of 20 or more neonates per female by the third brood. Culture boards are used only until the females are 14 days old. Cultures are maintained in moderately hard dilution water and are fed YCT (yeast, wheat grass, digested trout chow) and algae (*Raphidocelis subcapitata*, formerly known as *Selenastrum capricornutum*) daily. *C. dubia* test organisms will be <24 hours old at bioassay initiation.

Section 10: Bioassay Procedures

Preparation of Metal Stock Solution

Cupric sulfate pentahydrate ($\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$, certified A.C.S.) will be used to prepare one (1) primary copper stock to be used in both the LABWATER and SIMSTREAM bioassays. One (1.0) gram $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$ will be weighed and added to one (1) liter of Type I de-ionized water in a volumetric flask. Cupric sulfate is miscible in water; therefore, no solvent will be used in the preparation of the stock solution.

Preparation of LABWATER Bioassay Treatments

Laboratory dilution water will be spiked to a nominal concentration of 1 mg/L elemental copper by adding 4 ml copper primary stock per liter of LABWATER. The LABWATER sub-stock will be diluted with un-spiked lab dilution water to prepare the following nominal copper concentrations for testing with *Ceriodaphnia dubia*: 2.5, 3.9, 6.0, 9.1, 14, and 21 $\mu\text{g/L}$ (dilution factor of 0.65). These concentrations may be adjusted prior to initiating the bioassay if the LABWATER needs to reflect a hardness outside of the range of 80-100 mg/L. The bioassay solutions will be allowed to equilibrate in an incubator at $25 \pm 1^\circ\text{C}$ for one (1) to three (3) hours prior to the introduction of test organisms.

Preparation of SIMSTREAM Bioassay Treatments

SIMSTREAM will be spiked to a nominal concentration of 1 mg/L elemental copper by adding 4 ml copper primary stock per liter of SIMSTREAM. The SIMSTREAM sub-stock will be diluted with un-spiked SIMSTREAM to prepare the following nominal copper concentrations for testing with *Ceriodaphnia dubia*: 14, 21, 32, 49, 75, 116 and 179 $\mu\text{g/L}$ (dilution factor of 0.65). These concentrations may be adjusted prior to initiating the bioassay if the SIMSTREAM hardness varies significantly from the expected value or if the results of the range-finding study indicate that an adjustment is necessary. The bioassay solutions will be allowed to equilibrate in an incubator at $25 \pm 1^\circ\text{C}$ for one (1) to three (3) hours prior to the introduction of test organisms.

Bioassay Procedures for Ceriodaphnia dubia

Bioassay procedures will adhere to EPA Test Method 2002.0 (EPA 2002a). A laboratory dilution water control treatment will be performed with each bioassay. An un-spiked SIMSTREAM control treatment will also be included with the SIMSTREAM bioassay.

C. dubia to be used in the WER study bioassay will be fed two (2) hours to five (5) prior to test initiation while being held in laboratory dilution water. No food will be added to test solutions at any time before or during testing.

For *C. dubia* WER bioassays, four (4) test cups and a surrogate water chemistry cup will be used for each test treatment. No thermometers or other equipment will be allowed to touch the test solutions except in the surrogate chemistry cups. The test and surrogate cups will be filled with test solution, randomized, covered, and placed in the incubator for equilibration. The test board will be maintained in an incubator

set at $25 \pm 1^\circ\text{C}$. Lighting and temperature will be controlled and monitored to comply with EPA test regulations (see Table 3).

After the copper equilibration period, the bioassays will be initiated by introducing test organisms to the solutions. Before adding test organisms, temperatures will be checked in surrogate cups only. Test cups and surrogate cups will be removed from the test board in rows, and five (5) test organisms introduced into each replicate cup. Test and surrogate cups will not be de-randomized before introducing organisms, and the process of introducing test organisms to solutions will take no more than 30 minutes. Surrogate cups will contain the same number of test organisms as the test cups. The bioassay will be covered and placed in the incubator. Test start time is recorded when the board is placed into the incubator.

At 24 hours the *C. dubia* bioassay will be removed from the incubator. Temperature, dissolved oxygen, and pH will be measured in the surrogate test cups. The organisms will be observed for mortality. Any abnormal behavior will also be noted. The bioassay will be covered and placed back into the incubator.

After 48 hours of exposure, the bioassays will be removed from the incubator and terminated. Immobile *C. dubia* will be examined with a stereoscope (60x) for minor activity of appendages and gill-structures. A test organism will be considered dead if no appendage or gill-structure activity is observed. Mortality and/or abnormal behavior will be recorded. Temperature, dissolved oxygen, and pH will be measured in aliquots of solution removed from the test cups. Solutions in surrogate test cups will be discarded; they are not used in final dissolved copper measurements.

A bioassay will be deemed valid if mortality in the control treatment does not exceed 10%. If the control treatment has excessive mortality, the entire testing event will be rescheduled.

Table 3: Summary of bioassay conditions for the *Ceriodaphnia dubia* 48-hour survival test

1.	Test type:	Static non-renewal
2.	Temperature:	25°C +1°C
3.	Light Quality	50-100 ft-c
4.	Photoperiod	16h light:8h dark
5.	Test chamber:	1-ounce disposable plastic cups
6.	Test solution volume:	Minimum 25 mL
7.	Renewal of test solutions:	None
8.	Source of test organisms	In House Cultures
9.	Age of test animals:	<24 Hours
10.	Number of treatments per study:	6 - 8 treatments and a control
11.	Number of organisms per chamber:	Five
12.	Number of replicate chambers per treatment:	Four, plus a surrogate for water chemistry
13.	Feeding regime:	<i>C. dubia</i> are fed 2 to 5 hours prior to test initiation only
14.	Test Duration:	48 hours
15.	Effects Measured:	Survival as LC ₅₀

Determination of Metal Concentration in Test Treatments

At bioassay initiation aliquots of test solutions will be preserved for total and dissolved copper analysis. Samples will be prepared while the test cups are equilibrating to the correct temperature, or immediately after the introduction of the test organisms into solutions. For total copper analysis, an aliquot of each test solution will be placed in a new 250 ml high density polyethylene bottle containing nitric acid. For dissolved copper analysis, an aliquot of each solution will be filtered through a 0.45 µm filter and placed in a nitric acid preserved HDPE bottle. Prior to using the filtration equipment, an aliquot of de-ionized water will be filtered through the equipment and preserved for dissolved copper analysis to demonstrate that no copper contamination occurred during the filtration process.

At test termination, test solutions will be 0.45 µm filtered and preserved with nitric acid for the analysis of dissolved copper. A dissolved copper blank will be collected for analysis prior to using the filtration equipment on samples. At a minimum the following test treatments will be analyzed for the LABWATER and SIMSTREAM tests:

- All controls (laboratory dilution water and un-spiked SIMSTREAM),
- The highest test concentration in which there was 0% mortality,
- All test concentrations having partial mortality,
- The lowest test concentration in which there was 100% mortality.

Section 11: Data Analysis, WER, and Final WER (FWER) Calculation

Validation of Tests for Use in FWER Calculation

Many criteria are evaluated in the decision to accept a study for WER determination. At a minimum, the following will be confirmed:

- The effluent water sample was representative of permitted conditions,
- At least four (4) weeks had lapsed between sampling events,
- Laboratory dilution water characteristics (TSS and TOC) were in acceptable ranges,
- Control mortality in all tests was $\leq 10\%$,
- Un-spiked SIMSTREAM control did not cause significant mortality,
- Field and laboratory blank analyses did not indicate a pervasive issue with copper contamination, and,
- Test results were appropriate for the calculation of LC_{50} values. In each test, there should be one or more of the lower metal-spiked concentrations to exhibit no, or minimal, mortality. There should also be at least one (1) of the highest metal-spiked concentrations to exhibit greater than 50% mortality.

LC₅₀ Calculation

Mortality data will be entered into Tidepool software for statistical analysis. Test concentrations will be entered into the statistical software as their corresponding measured copper values. The endpoint used will be the calculated concentration at which 50% of the test organisms die (LC_{50}). LC_{50} values will be generated for LABWATER and SIMSTREAM tests for total and dissolved copper.

Using measured total and dissolved copper measurements, LC_{50} values will be determined for the LABWATER and SIMSTREAM tests using either Probit Analysis or the Spearman-Kärber Method as described in the EPA acute toxicity guidance document (EPA 2002). If either of the LABWATER or SIMSTREAM tests does not fulfill the requirement of goodness-of-fit as required by Probit, then both data sets will be analyzed using the Spearman-Kärber Method. LC_{50} values used to generate a WER will be determined using the same method. Confidence limits for these tests will be 95% and will be reported, if available.

The decision regarding the test concentrations to use is based on experience in testing with this metal and species. The copper range used for LABWATER tests will be appropriate for the hardness of the water and should generate valid LC_{50} values. However, SIMSTREAM samples often have varying chemical and physical characteristics and may not be as straightforward. If no SIMSTREAM treatment kills more than 50% of the test organisms, the method allows the LC_{50} to be reported as greater than the highest test concentration. Subsequently, if no treatment other than the control kills less than 50% of the test organisms, the method allows the LC_{50} to be reported as less than the lowest test concentration.

LC₅₀ Hardness Adjustment

Bioassay water hardness has a significant effect on copper toxicity. Any hardness discrepancy between LABWATER and SIMSTREAM will be eliminated by normalizing the final LABWATER LC₅₀ values to the SIMSTREAM hardness prior to using them to calculate WER values. The normalizing equation for copper acute data provided in the Streamlined Method is provided below:

$$\text{Copper LC}_{50(\text{standard hardness})} = \text{LC}_{50(\text{test hardness})} (\text{standard hardness}/\text{test hardness})^{0.9422}$$

The slope for copper is provided the EPA water quality table at www.epa.gov/ost/criteria/wqctable, and in EPA 2009, “National Recommended Water Quality Criteria”.

WER Determination for Each Study

Once the LABWATER and SIMSTREAM LC₅₀ values are adjusted to account for hardness differences, the LABWATER LC₅₀ will be compared to the published species mean acute value (SMAV). The SMAV for *C. dubia* at a hardness of 100 mg/L for total copper is 24.0 µg/L and for dissolved copper is 22.1 µg/L. The SMAV at the site hardness will be calculated using the equation provided in the Streamlined Method:

$$\text{SMAV}_{(\text{site hardness})} = \text{SMAV}_{(\text{hardness}=100)} (\text{standard hardness}/100 \text{ mg/L})^{0.9422} .$$

To determine the study WER, the SIMSTREAM LC₅₀ will be divided by the larger of the derived LABWATER LC₅₀ or the calculated SMAV.

To determine the final WER (fWER) from the data generated in both sets of tests, the geometric mean of both WERs will be calculated.

Section 12: LC₅₀ Results Comparison with Other Data

To confirm the acceptability of copper LC₅₀ values generated by these studies in laboratory dilution water, the data will be compared to other sources of copper bioassay data. The sources will include historical data generated by Shealy Consulting, LLC, Water Systems Incorporated, and ETS, all of which held NC certification for acute *C. dubia* toxicity testing when the studies were conducted. Data provided in the EPA Ambient Water Quality Criteria for Copper (EPA 1980 and 2007) may also be used for comparison purposes.

Section 13: Final Report Preparation

Final Report Preparation

The final report will contain, at a minimum, the following information:

1. Discharger information (name, location, NPDES number, design flows),
2. Sampling information (sample collection time, date, location, chain-of-custody forms, shipping information, and flows measured during sample collection),
3. Weather data monitored prior to sampling,
4. Sample log-in information (laboratory name and location, temperature, pH, TRC, assigned ID numbers, and condition of sample upon arrival at laboratory),
5. Laboratory dilution water information (source and preparation),
6. Any pretreatment of effluent prior to use in testing,
7. Results of all chemical measurements for dilution water and SIMSTREAM,
8. Description of experimental design, test chambers, and all test conditions,
9. Description of how the SIMSTREAM was prepared,
10. Source of metallic salt used and the description of the preparation of primary copper stocks,
11. Scientific name and source of test organisms and reference toxicant information,
12. Test reports including monitoring data (pH, D.O. and temperature),
13. Measurements of total and dissolved copper at test initiation and dissolved copper measurements at test termination,
14. All observances of test organism mortality,
15. Calculation of LC_{50} values, normalization calculations (including hardness values used), and the calculation of each study's total and dissolved WER,
16. The process for obtaining the total and dissolved FWER,
17. Comparison of LABWATER copper results with previous studies and the national database, and
18. Any deviations from this proposed plan.

Section 14: References

APHA, Standard Methods for the Examination of Water and Wastewater.

Prepared and published jointly by: APHA, AWWA, and WEF.

Environmental Testing Solutions, Inc. *Quality Assurance Program: Standard Operating Procedures*,
(most current version).

North Carolina Administrative Code (NCAC). 2023. *North Carolina Surface Water Quality Standards Table*. 15A NCAC 02B.

US Environmental Protection Agency (EPA). 1994. *Interim Guidance on Determination and Use of Water- Effect Ratios for Metals*. EPA 823-B-94-001. Office of Water, Washington, D.C.

US Environmental Protection Agency (EPA). 1980. *Ambient Water Quality Criteria for Copper*. EPA-440/4-80-036. National Technical Information Service, Springfield, VA.

US Environmental Protection Agency (EPA). 1995 "Method 1669: Sampling Ambient Water for Trace Metals at EPA Water Quality Criteria Levels". EPA 821-R-95-034. Office of Water, Washington, D.C.

US Environmental Protection Agency (EPA). 2009. *National Recommended Water Quality Criteria: 2009*. EPA-822-R-02-047. Office of Water, Washington, D.C.

US Environmental Protection Agency (EPA). 2001. *Streamlined Water-Effect Ratio Procedure for Discharges of Copper*. EPA-822-R-01-005. Office of Water, Washington, D.C.

US Environmental Protection Agency (EPA). 2002a. *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms*. Fifth Edition EPA 821-R-02-012. Environmental Research Laboratory, Duluth, MN.

US Environmental Protection Agency (EPA). 2002b. *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms*. Fourth Edition EPA 821-R-02-013. USEPA Office of Water, Washington, DC.

US Environmental Protection Agency (EPA). 2007. *Aquatic Life Ambient Water Quality Criteria - Copper*. EPA-822-R-074-001. Office of Water, Washington, D.C.

US Environmental Protection Agency (EPA). 2009. *National Recommended Water Quality Criteria: 2009*. EPA-822-R-02-047. Office of Water, Washington, D.C.

US Environmental Protection Agency (EPA). 2017. *Water Quality Standards Handbook*. EPA-823-B-17-001. EPA Office of Water, Office of Science and Technology, Washington, D.C.



Town of Beaufort, NC
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252-728-2141 - 252-728-3982 fax - www.beaufortnc.org

**Board of Commissioners
Regular Meeting
6:00 PM Monday, July 14, 2025**

AGENDA CATEGORY: Old Business

SUBJECT: USDA- Funded Utilities Project (Contract 2)

SUMMARY:

Greg Meshaw, Special Projects Engineer, will be providing an overview of the Town's options regarding the water portion of the USDA-Funded Utilities Project, referred to as Contract 2. His presentation will outline the current status, outstanding work, and potential approaches for moving forward.

Following this overview, staff will seek guidance and direction from the Board on how best to proceed with the completion of Contract 2.

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, July 14, 2025**

AGENDA CATEGORY: Old Business
SUBJECT: Godette Hotel- Draft Encroachment Agreement

SUMMARY:

Town Attorney, Arey Grady, will review the attached draft encroachment agreement related to the Godette Hotel property located at 400 Pollock Street. He will also share any feedback received from the property owner.

SUMBITTED BY:
Elizabeth Lewis, Assistant Town Manager/Town Clerk

Prepared by and return to:
Grady Quattlebaum, PLLC
244-A Craven Street
New Bern, N.C.

Revenue Stamps: n/a
Parcel ID #: _____
Type of Instrument: AGMT
Grantor’s Primary Residence: NO

Address of Grantor: _____

Address of Grantee: 701 Front Street, Beaufort, NC 28516

THIS **ENCROACHMENT AGREEMENT**, effective this _____ day of _____, 2025, between **CEDAR POLLOCK PROPERTIES LLC** (referred to herein as “Owner”) and **TOWN OF BEAUFORT** (referred to herein as “Town”), is as follows:

WHEREAS, Owner holds fee simple title to the real property (referred to herein as “Property”) located at 400 Pollock Street, Beaufort, North Carolina, as further described in deed recorded in Book 1816, Page 362, Carteret County Registry;

WHEREAS, Town is a municipal corporation formed under the laws of the State of North Carolina; and,

WHEREAS, a portion of the improvements located upon the Property, namely a second story covered porch with supports (referred to collectively herein as “Encroachments”), encroaches over and into rights of way controlled or owned by Town; and,

WHEREAS, Owner has requested that the Encroachments be allowed to remain, and Town has so agreed, all in accordance with the terms and conditions of this instrument.

WITNESSETH that Owner and Town, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by each to the other, the receipt of which is

hereby acknowledged, agree as follows:

1. Town acknowledges and consents to the location of the Encroachments as shown on Exhibit A and agrees that the Encroachments may continue in accordance with the terms and conditions set forth herein, provided, however, that Town may terminate this instrument upon breach by Owner of any provision set forth herein.

2. Owner agrees that at all times the Encroachments shall be maintained and repaired as necessary to meet the then-current North Carolina State Building Code provisions applicable to the Encroachments.

3. Owner, at Owner's sole cost and expense, shall maintain casualty insurance on the Property and a general comprehensive public liability insurance policy issued by an insurance company licensed to do business in North Carolina and with policy terms satisfactory to Town, which policy shall insure Owner, and, as an "Additional Insured" or "Additional Insureds", Town and any other persons designated by Town, against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with the Encroachments. The limits of such policy or policies shall be in an amount of not less than _____ Dollars (\$_____) with respect to injuries to or death of any one (1) person, in an amount of not less than _____ Dollars (\$_____) with respect to any one (1) accident or disaster, and in an amount not less than _____ Dollars (\$_____) with respect to property damaged or destroyed. Such policy or policies shall be non-cancellable except after thirty (30) days prior written notice to Town. Such policy or policies or duly executed certificates of insurance as required shall be delivered to Town simultaneously with the execution of this instrument and thereafter at least ten (10) days prior to the expiration of each policy term. In the event Owner fails to maintain such insurance or to provide Owner certificates thereof, in addition to other remedies available to Town for default by Owner hereunder, Town may, but shall not be obligated to, obtain such insurance and Owner immediately shall reimburse the cost thereof to Town.

4. Owner agrees to indemnify and hold harmless Town, its officials, employees, and agents, from and against any and all threatened or incurred loss, cost, fine, suit, liability, claim,

or damage of any kind (including all costs and reasonable attorney's fees incurred together with all such costs and fees incurred in the enforcement of this indemnity) arising in any manner out of or as a result of Owner's breach, nonfulfillment, or failure to comply with the terms of this instrument, or out of any negligent or intentional act, omission, or failure to act, by Owner or its employees, agents, invitees, or lessees.

5. The parties agree that, without regard to the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this instrument. The parties agree that any action relating to this instrument exclusively shall be instituted and prosecuted in the Superior Courts of Carteret County, North Carolina, and each party hereby waives any and all defenses to the choice of venue and jurisdiction.

6. If any provision of this instrument or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this instrument shall not be affected thereby, and each provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

7. The parties agree that this instrument shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective successors and assigns.

8. In the event the Encroachments are destroyed by any cause or are removed, this instrument shall terminate and the consent and approval of Town set forth in paragraph 1 above shall be deemed void and of no further force or effect.

9. This instrument and the agreements herein described shall run with the Property and shall be binding upon the heirs, successors, assigns and grantees of Owner.

IN TESTIMONY WHEREOF, Grantor and Grantee have executed this instrument in such form as to be binding, this the day and year first above written.

(SIGNATURE PAGES ARE ATTACHED)

CEDAR POLLOCK PROPERTIES LLC

BY: _____
_____, its _____

ACKNOWLEDGEMENT

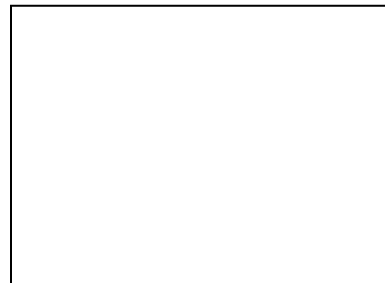
The undersigned Notary Public does hereby certify that _____ personally appeared before such Notary Public this day in the State of _____ and County or City of _____ and acknowledged (i) that ___he is the _____ of **CEDAR POLLOCK PROPERTIES LLC**, a limited liability company, and (ii) that by authority duly given and as the act of such limited liability company, ___he signed the foregoing instrument in the name of such limited liability company on such its behalf as its act and deed.

WITNESS my hand and notarial seal, this _____ day of _____, 2025.

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

NOTARY PUBLIC



TOWN OF BEAUFORT

By: _____
SHARON HARKER, Mayor

(TOWN SEAL)

ATTEST:

ELIZABETH LEWIS, Town Clerk,
Board of Commissioners

ACKNOWLEDGEMENT

The undersigned Notary Public does hereby certify that on the ____ day of _____, 2024, **SHARON HARKER**, with whom I am personally acquainted, personally appeared before me in the State of North Carolina and the County of Carteret and, being by me duly sworn, says that she is the Mayor of the Town of Beaufort, and that **ELIZABETH LEWIS** is the Town Clerk of the Board of Commissioners for the Town of Beaufort, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the ____ day of _____, 2025.

My Commission Expires: _____ NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

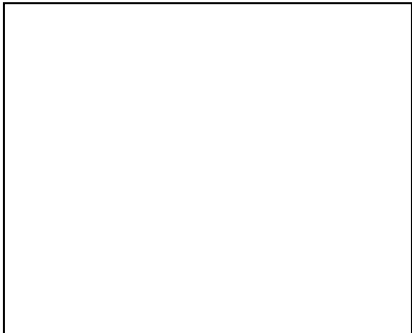


EXHIBIT A

Encroachment Description

[see attached survey]



Town of Beaufort, NC
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**Board of Commissioners
Regular Meeting
6:00 PM Monday, July 14, 2025
614 Broad Street- Train Depot**

AGENDA CATEGORY: Old Business

SUBJECT: Ordinance Revision– Chapter 113. Itinerant Merchants

BRIEF SUMMARY:

During the June 24, 2025 work session, the Board discussed Code of Ordinances Chapter 113 Itinerant Merchants and directed staff to present amendments to clarify and modernize the chapter at the July 14th meeting. Staff provides a draft for consideration.

REQUESTED ACTION:

Discussion and decision on the proposed code amendments.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A

Beaufort, North Carolina, Code of Ordinances

TITLE XI BUSINESS REGULATIONS

CHAPTER 113. ITINERANT MERCHANTS¹

ARTICLE I. GENERAL PROVISIONS

Sec. 113.01. Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Itinerant merchant, transient merchant or itinerant vendor means any person, whether as owner, agent, consignee or employee, whether a resident of the town or not, who engages in a temporary business of selling and delivering goods, wares, foods and food products, and merchandise within the town, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, boat, public room and hotels, lodging homes, apartments, shops, or any street, alley, property or other place within the town for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction. Such definition shall not be construed to include:

- (1) Any person selling edible farm produce, such as fruits and vegetables;
- (2) Any person selling shellfish, fish or other seafood so long as the person either caught the seafood or holds a valid seafood wholesale license issued by the state;
- (3) Any person who, while occupying such temporary location, does not sell from stock but exhibits samples only for the purpose of securing orders for future delivery only;
- (4) Any person selling at ~~a farmer's market~~ [the Olde Beaufort Farmer's Market](#) or special event ~~sponsored approved~~ [approved](#) by the town ~~or another local government~~;
- (5) Any person selling used household furnishings and used personal property owned by the person at a yard sale being conducted by the person or in which the person is participating;
- (6) Any person who otherwise meets the definition above but who is part of a group of ten or more merchants selling at a shopping area or trade show; is selling at the invitation of the shopping area or trade show; which person has the written permission of the shopping center, shopping area or trade show to be present on the premises; and where such sales activities do not last longer than seven days;
- (7) Any person who otherwise meets the definition above but who is part of a group of three or more merchants exposing for sale goods, wares or merchandise on the premises of a building being operated as a flea market, and such person has the written permission of the owner or operator of the flea market premises to be present on the premises;

¹State law reference(s)—Authority to regulate solicitation campaigns and itinerant merchants, see G.S. 160A-178.

(8) Any person, club, organization or association selling subscriptions, goods, wares, merchandise and other personal property exclusively for nonprofit benevolent, religious, patriotic, historical, educational, scientific, civic, governmental or other similar charitable purposes. As defined herein a *charitable purpose* is one that has humane and philanthropic objectives, and is an activity that benefits humanity or a segment of the community without expectation of pecuniary profit or reward. No person so engaged shall be relieved from complying from the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or auctioneer;

~~(9) Any person who maintains a fixed permanent location in the county at or in which at least 90 percent of his or her total sales volume is made and who pays all applicable state and local taxes for such fixed permanent locations shall not be deemed an itinerant merchant or itinerant vendor with respect to other sales which may be made from vehicles within the town.~~

(1992 Code, § 11-166; Ord. passed 7-8-1985)

~~Sec. 113.02. Temporary business.~~

~~(A) A transient merchant, itinerant merchant or itinerant vendor shall be deemed to engage in a temporary business of selling and delivering goods, wares, foods and food products, and merchandise within the meaning of this chapter if the business is conducted within the town for less than six consecutive months, except in case of discontinuance for one or more of the reasons hereinafter mentioned.~~

~~(B) When a salesperson or merchant beginning a business applies for a town privilege license under the privilege license ordinance and G.S. Chapter 105, it shall be the duty of the salesman or merchant prior to beginning the business to state in writing to the Town Clerk or his or her duly authorized agent or assistant his or her intention to operate as a regular merchant from a building and property location within the town properly zoned under the zoning ordinance for the business.~~

~~(C) If after investigating the facts and circumstances regarding the salesman or merchant and his or her stated intention to operate as a regular merchant for six months or longer, the Town Clerk or his or her duly authorized agent may, in his or her discretion, require the salesperson or merchant to post a satisfactory bond or make a cash deposit in the amount required by § 113.18, if the Town Clerk or his or her assistant finds that there is a reasonable basis to believe that the merchant or salesperson may operate as an itinerant merchant. The bond or deposit shall be forfeited to the town if such salesperson or merchant discontinues business in the town within less than six months for any reason other than death or disablement of the salesperson or merchant, insolvency of the business, or destruction of the stock, machinery and property of the business by fire or other catastrophe. The bond or deposit shall be payable to the town and shall have the same or similar conditions as required by § 113.18. Additionally, the bond may be used for payment of any fees required by this chapter. When any salesperson or merchant, having been first required to post the bond or deposit, has conducted the business for six consecutive months, or has discontinued the business within six months for one of the reasons specifically mentioned herein, he or she shall be entitled to have the bond canceled or the deposit returned.~~

~~(1992 Code, § 11-167; Ord. passed 7-8-1985)~~

Sec. 113.023. Prohibited conduct.

It shall be unlawful for any transient merchant, itinerant merchant or itinerant vendor to:

(A) Engage in the business of selling and delivering goods, foods, and food products, wares and merchandise at any location within the town for which the transient merchant, itinerant merchant or itinerant vendor does not have the notarized, written permission of the property owner on which the business is to be conducted designating the dates for which permission is being given;

- (B) Make any sale or delivery of goods, foods, food products, or wares and merchandise from any location in violation of the town zoning ordinance or any other town or state ordinance, regulation or law; and
- (C) Make any sale or delivery of goods, foods, food products, or wares and merchandise on or from any publicly owned or controlled highway, street or alley right-of-way, or ~~publicly~~ Town-owned or ~~publicly~~ Town-controlled properties, within the town.

(1992 Code, § 11-168; Ord. passed 7-8-1985)

Cross reference(s)—Penalty, see § 113.99.

ARTICLE II. LICENSE

~~Sec. 113.15. Required.~~

~~It shall be unlawful for a transient merchant, itinerant merchant or itinerant vendor to engage in such a business within the town without first obtaining a license in compliance with provisions of this chapter and without complying with the requirements of this chapter.~~

~~(1992 Code, § 11-186; Ord. passed 7-8-1985)~~

~~Cross reference(s)—Penalty, see § 113.99.~~

~~Sec. 113.16. Application.~~

~~Applicants for a license under this chapter shall file a written sworn application signed by the applicant, if an individual, by all partners if a partnership, and by the president if a corporation, with the Town Clerk, showing:~~

- ~~(A) The name or names of the person or persons having the management or supervision of applicant's business during the time that it is proposed that it will be carried on in the town; the local address or addresses of such person or persons while engaged in such business; the permanent address or addresses of such person or persons; the capacity in which such person or persons will act (that is, whether as proprietor, agent or otherwise); the name and address of the person for whose account the business will be carried on, if any; and if a corporation, under the laws of what state the corporation is incorporated;~~
- ~~(B) Proof of a North Carolina sales tax reporting number issued by the state's Department of Revenue;~~
- ~~(C) The place or places in the town where the applicant proposes to conduct business, the length of time during which it is proposed that the business shall be conducted, proof of written permission from the owner or lessee of the property to be used allowing the applicant to conduct business at the proposed location, and a written statement from the town zoning enforcement officer indicating that the proposed sales activity is a permitted use at the proposed location if the location is located in an area zoned under the town's Zoning Ordinance;~~
- ~~(D) The place or places, other than the permanent place of business of the applicant where the applicant was conducting business within the last six months;~~
- ~~(E) A statement of the nature, character and quality of the goods, foods or food products, wares or merchandise to be sold or offered for sale by the applicant, the invoice value and quality of such goods, foods or food products, wares and merchandise, whether the same are proposed to be sold from stock in possession or from stock in possession and by sample; at auction, by direct sale or by direct sale and by taking orders for future delivery; where the goods or property proposed to be sold are~~

manufactured or produced and where the goods or products are located at the time the application is filed;

(F) A brief statement of the nature and character of the advertising done or proposed to be done in order to attract customers, and copies of all advertising, whether by handbills, circular, newspaper advertising or otherwise, shall be attached to the application;

(G) Whether or not the person or persons having the management or supervision of the applicant's business have been convicted of a crime or the violation of any local ordinance, the nature of the offense and the punishment assessed thereof;

(H) Credentials from the person for which the applicant proposes to do business, authorizing the applicant to act as such representative; and

(I) Such other reasonable information as to the identity or character of the person or persons having the management or supervision of applicant's business or the method or plan of doing such business as the Town Clerk may deem proper to fulfill the purpose of this chapter in the protection of the public good.

(1992 Code, § 11-187; Ord. passed 7-8-1985)

Sec. 113.17. Investigation; issuance or denial.

Upon receipt of the application for a license under this chapter, the Town Clerk shall forward it to the Police Department for investigation. The Police Department shall complete the investigation within seven days. If as a result of such investigation the applicant's character and business responsibility are found to be unsatisfactory, the application shall be denied. If as a result of the investigation the character and business reputation appear to be satisfactory, the Tax Collector shall so certify in writing, and a license shall be issued by the Tax Collector. The Tax Collector shall keep a full record of all licenses issued. Such license shall contain the number of the license, the date it is issued, the nature of the business authorized to be carried on, the amount of the license fee paid, the expiration date of the license, the place where the business may be carried on under the license, and the names of the persons authorized to carry on the business.

(1992 Code, § 11-188; Ord. passed 7-8-1985; Am. Ord. passed 7-10-2006)

Sec. 113.18. Bond.

Before any license shall be issued under the provisions of § 113.17 for engaging in a transient or itinerant business, an applicant shall file with the Town Clerk a bond running to the town in the sum of \$1,000.00 executed by the applicant, as principal, and a surety upon which service of process may be made in the state. The bond shall be approved by the Town Administrator, or his or her written designee, and shall be conditioned that the applicant shall comply fully with all of the provisions of the ordinances of the town and the statutes of the state regulating and concerning the sale of goods, foods and food products, wares and merchandise, and will pay all judgments rendered against the applicant for any violation of such ordinances or statutes, together with all judgments and costs that may be recovered against him or her by any person for damage arising out of any misrepresentation or deception practiced on any person transacting the business with the applicant, whether the misrepresentations or deceptions were made or practiced by the owners or by their servants, agents or employees, either at the time of making the sale or through any advertisement of any character whatsoever, printed or circulated with reference to the goods, foods and food products, wares and merchandise sold or any part thereof. Action on the bond may be brought in the name of the town to the use of the aggrieved person. The bond required by this section shall be posted and remain in effect for a period of one year from the date of any renewal, of any license issued under this chapter.

(1992 Code, § 11-189; Ord. passed 7-8-1985)

Sec. 113.19. Service of process.

~~Before any license may be issued for engaging in business as an itinerant merchant, the applicant shall file with the Town Clerk an instrument appointing a person located in the county to be the agent of the applicant for service of process with respect to any matters connected with or arising out of the business transacted under the license given and the bond required by this chapter.~~

~~(1992 Code, § 11-190; Ord. passed 7-8-1985)~~

Sec. 113.20. Posting of license.

~~The license issued under this chapter shall be posted conspicuously in the place of business named therein. If the applicant desires to do business in more than one place within the town, separate licenses may be issued for each place of business, and shall be posted conspicuously in each place of business.~~

~~(1992 Code, § 11-191; Ord. passed 7-8-1985)~~

Sec. 113.21. Fees.

~~(A) Before issuing a license under this chapter, the Tax Collector shall collect an administrative processing fee. This fee is to cover the administrative costs of processing the application required by this chapter and shall not be considered a tax, nor shall it relieve the applicant of paying any other state or local taxes required by law.~~

~~(B) The Tax Collector shall collect an administrative processing fee for each renewal issued under § 113.26.~~

~~(1992 Code, § 11-192; Ord. passed 7-8-1985; Am. Ord. passed 7-10-2006)~~

Sec. 113.22. Transfer.

~~No license issued under this chapter shall be transferable.~~

~~(1992 Code, § 11-193; Ord. passed 7-8-1985)~~

Sec. 113.203. Enforcement by police.

It shall be the duty of the ~~Police~~ [Planning and Inspections](#) Department to enforce the provisions of this chapter.

(1992 Code, § 11-194; Ord. passed 7-8-1985)

Sec. 113.24. Revocation.

~~(A) Any licenses issued pursuant to this chapter may be revoked by the Town Clerk, after notice and hearing, for any of the following causes:~~

~~(1) Any fraud, misrepresentation or false statement contained in the application for license;~~

~~(2) Any fraud, misrepresentation or false statement made in connection with the selling of goods, foods, food products, wares or merchandise;~~

~~(3) Any violation of this chapter;~~

~~(4) Conviction of the licensee of any felony or of a misdemeanor involving moral turpitude; and/or~~

~~(5) Conducting the business licensed under this chapter in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.~~

~~(B) Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be mailed, postage prepaid, to the licensee, at his or her last known address, at least five days prior to the date set for the hearing.~~

~~(1992 Code, § 11-195; Ord. passed 7-8-1985)~~

Sec. 113.25. Appeal.

Any person aggrieved by a decision of the Town Clerk to deny an application for a license under this chapter or to revoke a license may appeal to the Board of Commissioners. Such appeal shall be taken by filing a written statement setting forth the grounds for the appeal with the Board within 14 days after notice of the decision by the Town Clerk has been mailed to such person's last known address. The board shall set the time and place for a hearing on the appeal, and notice of the hearing shall be given to such person in the same manner as provided in § 113.24 for notice of hearing on revocation. The order of the Board on the appeal shall be final.

~~(1992 Code, § 11-196; Ord. passed 7-8-1985)~~

Sec. 113.26. Expiration and renewal.

~~(A) All licenses issued under the provisions of this chapter shall expire 90 days after the date of issuance unless an earlier date is stated on the license.~~

~~(B) Any license issued under the provisions of this chapter may be renewed any number of times upon the following conditions:~~

~~(1) The applicant makes a written application for renewal stating that the person or persons managing the business are the same as those listed in the original application, that the place or places where the applicant proposes to conduct business have not changed, and a statement explaining any material change in circumstances from the information given in the original application.~~

~~(2) The applicant shall show to the satisfaction of the Town Administrator that the bond covering the applicant's business will be valid for at least one year from the date of any license renewal.~~

~~(3) That the Town Clerk is satisfied that there is no cause for revocation under § 113.24.~~

~~(1992 Code, § 11-197; Ord. passed 7-8-1985)~~

Sec. 113.99. Penalty.

(A) Any violation of this chapter shall subject the offender to punishment as provided in § 10.99.

(B) Notwithstanding subsection (A) above, provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction.

(C) In addition to or in lieu of remedies authorized in subsections (A) and (B) above, violations of this chapter maybe prosecuted as a misdemeanor in accordance with § 10.99.

(1992 Code, § 11-169; Ord. passed 7-8-1985)



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, July 14, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: New Business
SUBJECT: Carteret County MOU: Disaster Debris Removal and Monitoring

REQUESTED ACTION:

Authorize management to engage in the Memorandum of Understanding (MOU) with Carteret County for Disaster Debris Removal and Monitoring.

Carteret County has offered for the Town of Beaufort to be listed on the MOU for Disaster Debris Removal and Monitoring. The term is for 2 years with an option to renew it for one (1) more term if both parties agree. The agreement may be terminated by either party with a 30-day notice

The Town of Beaufort currently has RFPs for Debris Collection and Debris Monitoring. Responses are due July 18, 2025.

EXPECTED LENGTH OF PRESENTATION: 5 minutes

SUBMITTED BY: Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED: NO

**MEMORANDUM OF UNDERSTANDING
BETWEEN CARTERET COUNTY AND
TOWN OF BEAUFORT
FOR DEBRIS REMOVAL, PROCESSING, DISPOSAL AND MONITORING**

WHEREAS, North Carolina General Statute §160A-461 authorizes counties and municipalities to enter into agreements to provide services to each other under mutually agreed upon terms and conditions; and

WHEREAS, Carteret County has legally procured and entered into pre-event Contracts for debris removal, processing, disposal and monitoring, which are activated when necessitated by a disaster for the health, safety and protection of the public; and

WHEREAS, Carteret County currently has a Debris Plan within the Emergency Operations Plan that has been approved by FEMA, and an executed contract with Crowder Gulf and Thompson Consulting Services; and

WHEREAS, the Town of Beaufort (the “Town”) desires to adopt Carteret County’s Request for Proposal process, selection, and awarded Contracts for securing debris removal, processing, disposal and monitoring; and the County desires to authorize the Town to adopt the Contracts, and to enable the Town to be part of the Contracts when activated under a State of Emergency.

NOW THEREFORE, the County and Town agree, through this Memorandum of Understanding, to the following terms and conditions:

1. This MOU is intended to provide the Town with access to properly procured debris removal and monitoring if a State of Emergency is in place and the County activates the Carteret County Debris Plan.
2. The Contract award process and the decision to activate the Contract shall remain with the County.
3. The County will add the Town to the debris contract, and will allow debris collected from within the Town’s jurisdiction to be brought to the County debris disposal and processing sites, as established by the County.
4. The County may suspend or terminate the acceptance of debris at the County’s debris management sites as deemed appropriate or necessary by the County based upon conditions within the County, issues related to the County’s Contracts, or other reasons as warranted.
5. The Town will assume the responsibility to follow the Contract and all local, state and federal legal requirements.
6. The County assumes no liability for damages of any kind to any property of the Town or any citizens of the Town resulting from the debris collection, processing, and disposal.
7. The County or the Town may terminate this MOU with a letter and a 30-day notice of the cancelation of the MOU.
8. This MOU is for a term of 2 years from the final date of signature execution, with the ability to extend one (1) more term upon the agreement of both parties.

WHEREFORE the Parties hereto have set their hands and seals, on the dates herein indicated.

Signature Page

Chris Chadwick, Chair
Carteret County Commissioner

Date

Sharon Griffin, County Manager
Carteret County

Date

Stephen Rea, Director
Carteret County Emergency Services

Date

Sharon Harker, Mayor
Town of Beaufort

Date

Matt Zapp, Town Manager
Town of Beaufort

Date

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act by the Parties' Finance Officers:

Dee Meshaw, Carteret County

Date

Town of Beaufort

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, July 14, 2025**

AGENDA CATEGORY: New Business
SUBJECT: F3 Marinas Draft Contract

SUMMARY:

Town Attorney Arey Grady will present a draft contract between the Town of Beaufort and F3 Marinas, the dock management firm previously recommended by the Board for contract negotiations. Mr. Grady will review the key terms and conditions of the proposed agreement for the Board’s consideration.

Following the review, staff will seek direction from the Board regarding next steps in the contract approval process.

SUMBITTED BY:
Elizabeth Lewis, Assistant Town Manager/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, July 14, 2025**

AGENDA CATEGORY: New Business
SUBJECT: Waterfront Project Design Consulting/Engineer Selection

BRIEF SUMMARY:

See below update outlining status of the Boardwalk and Bulkhead renovation project:

As you know there have been many recent developments in the Town Waterfront project. Recently, the Town applied for BRIC grant funding for design of the waterfront bulkhead and boardwalk renovations in Winter of 2024/25. In February of 2025 the Town was notified that the BRIC program had been cancelled and it was recommended to instead transition the application to the Hazard Mitigation Grant Program (HMGP) to fund the entire construction of the boardwalk and bulkhead renovations. It was recommended that the Town engage with a design firm to bring the project to shovel ready status to be able to apply by the October 31, 2025 deadline.

Given that Ardurra has provided grant services recently for the project during the BRIC grant application, has an executed contract with the Town dated May 10, 2024, the HMGP design costs are eligible to be covered by advance grant assistance, and due to timeline restrictions, I am presenting the following requested actions:

REQUESTED ACTION:

1. Utilize existing executed Ardurra contract for the following supplemental projects within the waterfront.
 - a. Design and grant writing services for HMGP application and bulkhead and boardwalk renovations.
 - b. Provide supplemental design for fuel farm installation design – build project.

EXPECTED LENGTH OF PRESENTATION:

20 minutes

SUBMITTED BY:

Sam Bell, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

No.

AGREEMENT FOR ENGINEERING SERVICES

STRUCTURAL AND MARINE ENGINEERING SUPPLEMENT SERVICES
for the
BEAUFORT WATERFRONT IMPROVEMENTS PROJECT

TOWN OF BEAUFORT, N.C.

This agreement, made this 10th day of May, 2024 by and between Ardurra Group Inc. (hereinafter called the ENGINEER) and the Town of Beaufort, North Carolina (hereinafter called the OWNER) sets forth the requirements, conditions, covenants, and considerations of an AGREEMENT to provide professional ENGINEERING services for the Beaufort Waterfront Improvements Project (hereinafter called the PROJECT) as described in EXHIBIT 1 – Scope of Work, which is attached hereto and made a part of this AGREEMENT.

No terms, conditions, understandings, or agreements purporting to modify or vary the terms and conditions of this AGREEMENT shall be binding unless hereinafter made in writing and signed by the ENGINEER and the OWNER. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

I. SCOPE OF WORK/EXHIBIT 1

The SCOPE OF WORK consists of performing professional ENGINEERING services relating to PROJECT, serving as OWNER'S professional ENGINEERING representative in connection therewith, providing professional consultation and advice, and performing the services relating to PROJECT as set forth in EXHIBIT 1 – Scope of Work.

II. ENGINEER RESPONSIBILITIES

A. PROJECT TASKS:

The ENGINEER will perform PROFESSIONAL SERVICES as set out in the EXHIBIT 1 – Scope of Work upon receipt of a fully executed original counterpart of this AGREEMENT, and receipt of a signed purchase order from the OWNER covering the work.

B. TIME SCHEDULE:

The ENGINEER recognizes that the PROJECT under this AGREEMENT is to be performed as expeditiously as is practical. Every reasonable effort will be made to complete the tasks assigned to the ENGINEER PROJECT within the time frame(s) agreed to by the ENGINEER and OWNER, if any.

C. ASSIGNMENT/TRANSFER:

The ENGINEER shall not assign or transfer any interest or responsibilities in this AGREEMENT without the written consent of the OWNER.

D. INSURANCE:

1. The ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; errors and omissions liability insurance; and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by OWNER as set forth in EXHIBIT 3 – Insurance Requirements. Certificates indicating that all such insurances are in effect will be provided to OWNER by ENGINEER.
2. Such policies (other than Worker's Compensation and ENGINEER'S Errors and Omissions) shall name OWNER, as additional insured. Such policies shall provide that they may not be cancelled (and that any expiration, or cancellation shall be of no force or effect) without thirty (30) days prior written notice to each Insured Party by certified, registered or express mail, and shall require the insurance carrier to defend any suit or proceeding against any Insured Party arising out of any claim covered thereby, even if such claim is groundless, false or fraudulent.
3. No modification shall be made to any policy which would limit or reduce the requirements for protection from claims described by Section D- INSURANCE and as set forth in Exhibit 3 – Insurance Requirements.
4. All such insurance shall be in form and substance satisfactory to OWNER, and shall be maintained with responsible insurance carriers licensed to do business in the State of North Carolina. Simultaneously with the execution hereof, the ENGINEER has deposited with OWNER copies of its insurance policies, if required by OWNER, and certificates of insurance evidencing the insurance coverage required hereunder. Hereafter, certifications of renewal shall be deposited with OWNER not less than five (5) days before the scheduled date of expiration.
4. All insurance required to be maintained hereunder (other than Errors and **Omissions Liability Insurance**), **must provide coverage on an "occurrence" basis. Errors and Omissions Liability coverage may be maintained on a "claims made" basis.**
5. The OWNER shall require that each of its ENGINEERS for this Project carry insurance coverage, and agree to the indemnity and hold harmless provisions of this AGREEMENT. Before entering into any agreement with any ENGINEER, the OWNER shall ascertain ENGINEER'S insurance

requirements and shall cause the ENGINEER to provide OWNER with a certificate of insurance, and copies of the policies if requested by OWNER, evidencing insurance coverage in compliance with such requirements detailed in EXHIBIT 3 – Insurance Requirements. (The OWNER shall be named as ADDITIONAL INSURED in all applicable policies [other than **Worker’s Compensation and ENGINEER’s Errors and Omissions**].)

- 6. The ENGINEER shall require the same insurance from any subcontracted professional(s) as is required of the ENGINEER by the OWNER. The ENGINEER shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and similarly approved by the OWNER.
- 7. The provisions of Section D - INSURANCE shall survive the expiration or termination of this AGREEMENT.

E. E-VERIFY COMPLIANCE PROVISION: North Carolina General Statute §143-133.3 prohibits the Town from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

F. STANDARD OF CARE AND INDEMNIFICATION:

- 1. ENGINEER shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this AGREEMENT at the time and the place where the services are rendered. The staff of and subcontracted professionals engaged by the ENGINEER shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.
- 2. ENGINEER agrees to protect, defend, indemnify and hold the OWNER, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this AGREEMENT and/or the performance hereof that are due to the negligent acts of the ENGINEER, its officers, employees, or agents. The ENGINEER further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

G. ERRORS/DEFICIENCIES:

ENGINEER shall, without additional compensation, revise any materials prepared under this AGREEMENT if it is determined that the ENGINEER is responsible for any errors or deficiencies.

H. ACCURACY OF WORK:

ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and appropriate coordination of all designs, drawings, specifications, reports, and other services to be furnished under this AGREEMENT. OWNER approval of ENGINEER’S work shall not relieve the ENGINEER of responsibility for the technical adequacy of his work.

I. RECORDS/DOCUMENTS:

ENGINEER shall maintain all records, documents, notes, and financial information related to performance of this work in accordance with generally accepted accounting principles and practices for five (5) years and shall provide the OWNER access to this information if requested. Notwithstanding the foregoing, **OWNER’S** right to inspect, copy and audit shall not extend to the composition of ENGINEER’S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

J. NON-DISCRIMINATION:

ENGINEER agrees not to discriminate against any employee or prospective employee because of race, religion, sex, color, age, or national origin.

III. OWNER’S RESPONSIBILITIES

A. INFORMATION:

OWNER will provide adequate information concerning PROJECT requirements, will provide other available pertinent information relating to the PROJECT, will provide adequate opportunities for consultation, will provide timely review of plans and documents, and will render decisions resulting therefrom in writing.

B. OWNER’S REPRESENTATIVE:

OWNER will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the OWNER’S policies and decisions. The OWNER’S representative through June 30, 2024 shall be Gregory Meshaw, PE, Town Engineer/Public Services Director. The OWNER will designate a new representative for the period after June 30th in advance of reaching the date.

C. MEETINGS:

OWNER will arrange for and hold promptly any necessary meeting. This shall include the provision of meeting facilities when appropriate and the serving of all required public or private notices, unless otherwise determined in EXHIBIT 1 - Scope of Work.

D. ACCESS:

OWNER will provide access to and obtain permission for the ENGINEER to enter upon public or private lands as necessary for the ENGINEER to perform surveys, observations or other necessary functions.

E. RESPONSE TO ENGINEER'S REQUESTS:

OWNER will respond within a reasonable time to the ENGINEER'S requests for written decisions or determinations pertaining to the subject of the ENGINEER'S services so as not to delay the performance of those services.

F. WRITTEN NOTICE:

OWNER will give prompt written notice to the ENGINEER whenever the OWNER becomes aware of any event, occurrence, condition, or circumstance, which may substantially affect the ENGINEER'S performance of its services under this AGREEMENT.

G. OTHER ACTIONS:

OWNER will take all municipal, corporate or other action as appropriate to authorize, finance and carry out this AGREEMENT and to ensure that this AGREEMENT constitutes a valid and binding AGREEMENT of the OWNER.

H. PERMITS AND APPROVALS:

OWNER will request approval and permits from all governmental authorities having jurisdiction over the Scope of Work (PROJECT) and such approvals and consents from others as may be necessary for completion of the PROJECT.

I. COMPENSATION:

1. Basic Services:

OWNER will pay ENGINEER for performing the professional services enumerated in the Exhibit 1 - Scope of Work, an amount not to exceed one hundred thousand dollars (\$100,000).

2. Additional Services:

Any additional professional services related to but not within the EXHIBIT 1 – Scope of Work will be performed by the ENGINEER upon prior written request (See EXHIBIT 4 – Change Order Form) of OWNER and for an additional professional fee as the OWNER and ENGINEER may agree.

3. Terms and Conditions - Fee:

The total fee shall not be exceeded without written approval of the OWNER. The fee arrangement is to be on an hourly basis only for work completed based on the rates that prevail at the time services are rendered. Current rates are as shown on the attached schedule under EXHIBIT 2 – Hourly Rate Schedule

submitted by the ENGINEER which is attached hereto and made a part of this AGREEMENT.

- 4. Payment of Invoices:
Invoices are due and payable within 30 days of receipt and approval by OWNER.

- 5. Disputed Invoices:
In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

IV. GENERAL PROVISIONS

A. OWNERSHIP OF DOCUMENTS:

The products of this AGREEMENT shall be the property of the OWNER provided, however, upon payment in full by OWNER to ENGINEER of all sums due under this AGREEMENT. OWNER shall have an exclusive, perpetual and non-revocable license in such work product and supporting information, and ENGINEER shall promptly upon request delivery copies of same to OWNER. OWNER agrees that such work product and supporting information shall not be shared or disseminated to any third parties for reuse on extensions of this project or any other project. No reports, information, or materials prepared by the ENGINEER under this AGREEMENT shall be made available to any person or organization without the prior written approval of the OWNER.

B. REUSE OF DOCUMENTS:

- 1. The documents prepared by ENGINEER pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on extensions of this or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

- 2. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such **electronic files will be at the user's sole risk.**

- 3. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other

types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such **electronic files will be at the user's sole risk.**

4. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this PROJECT.
5. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at **OWNER'S** sole risk and without liability or legal exposure to ENGINEER or to any of ENGINEER'S subcontracted professionals. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S subcontracted professionals from all claims, **damages, losses, and expenses, including attorneys' fees arising out of or** resulting therefrom.
6. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
7. Any verification or adaptation of the Documents for extensions of the PROJECT or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon in writing by the OWNER and ENGINEER.

C. PRECEDENCE OF DOCUMENTS:

In all cases where a conflict may exist between the exhibits and the text of this AGREEMENT excluding the exhibits, it shall be resolved in favor of the AGREEMENT.

D. TERMINATION:

This AGREEMENT may be terminated by either party at will. No termination may be effected unless the other party is given ten (10) days written notice by Certified Mail. Adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred reasonably proportionate to the EXHIBIT 1 – Scope of Work for work accomplished prior to the date of notification of termination and including commitments by the ENGINEER which had become firm prior to the date of notification of termination.

E. SUBCONTRACTS:

Any subcontracted professionals or outside associates required by the ENGINEER in connection with the services covered by this AGREEMENT will be limited to

such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized in writing by the OWNER during the performance of this AGREEMENT. Any substitutions in or additions to such subcontracted professionals or associates will be subject to the prior approval of the OWNER. The same insurance required of the ENGINEER by the OWNER shall be required of the subcontractor by the ENGINEER and will be similarly approved by the OWNER.

F. SUCCESSORS AND ASSIGNS:

The OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

G. DISPUTE RESOLUTION:

Any dispute arising between or among the Parties listed in this AGREEMENT, including without limitation a breach of such AGREEMENT, shall be subject to non-binding mediation in accordance with Rules as set forth for Mediated Settlement Conferences in Carteret County Superior Court.

H. SUSPENSION AND DEBARMENT REQUIREMENTS:

The ENGINEER certifies, by submission of this proposal or acceptance of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily is excluded from participation in this transaction by any Federal department or agency. The ENGINEER further agrees by submitting this proposal that he/she will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the ENGINEER or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

I. CONTROLLING LAW:

This AGREEMENT is to be governed by the laws of the State of North Carolina. Any and all applicable laws, rules, and regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts will be construed pursuant to the laws of the State of North Carolina. All claims and disputes arising from any contract shall be construed pursuant to the laws of the State of North Carolina. The State of North Carolina is the proper jurisdiction for all claims and disputes arising under any contract, and the proper venue is the Carteret County Superior Court.

V. EXECUTION

In witness of the provisions of this **AGREEMENT**, the authorized representatives of the **ENGINEER** and of the **OWNER** have executed this **AGREEMENT** effective this 10th day of May, 2024.

OWNER:
TOWN OF BEAUFORT
NORTH CAROLINA

ENGINEER:
~~ARDURRA GROUP INC.~~
Henry von Oesen and Associates - DBA Ardurra
Group North Carolina

BY: *E. Todd Clark*

BY: *MFW*

Name Printed: E. Todd Clark

Name Printed: Mark F. Weiss, PE

Title: Town Manager

Title: Structural Practice Director / VP

Elizabeth Laws
WITNESS:

Melissa E. Sutter-Serge
WITNESS

Professional Services License No.: F-0113

SEAL

Email Address: *Mweiss@ardurra.com*
Please print clearly



CERTIFICATE OF TOWN ATTORNEY

I, the undersigned, J. R. Quastler, the duly authorized and acting legal representative of THE TOWN OF BEAUFORT, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached agreement for BEAUFORT WATERFRONT IMPROVEMENTS PROJECT BY ARDURRA GROUP INC. and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

[Signature]
Signature

5/22/24
Date

APPROVAL BY TOWN FINANCE OFFICER

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

Account/Project #: 69-800-0001

Christi H. Ward
Signature

Amount of Agreement: \$ 100,000.00

5/22/24
Date

EXHIBIT 1
SCOPE OF WORK
(Insert Attachments)



May 9, 2024

Mr. Greg Meshaw, PE
Town of Engineer/ Public Services Director
701 Front St.
Beaufort, NC 28516

(via email: g.meshaw@beaufortnc.org)

**Re: Structural and Marine Engineering Supplemental Services
Beaufort Waterfront Improvement Projects**

Dear Mr. Meshaw:

Ardurra Group Inc. (Ardurra) appreciates the opportunity to submit herein our fee proposal for Structural and Marine engineering and supplemental services for the above-referenced project. This proposal is based on phone conversations, our in-person meeting, and the information provided within the RFQ for Bulkhead and Dock design improvements dated June 6, 2023.

We understand that the Town of Beaufort is proposing to engage with a knowledgeable engineering firm with experience in Structural, Civil, and Marine Engineering to work with the Town’s staff and serve as supplemental staff/technical advisory consultants for the proposed Waterfront Improvement project. The anticipated waterfront project includes a lessee/developer to enter into an agreement with the Town to design improvements, implement/construct or serve as the construction manager for the improvements, and manage the waterfront of the Town of Beaufort. The role of the Technical Consultant (Ardurra) would include but not be limited to the following scope or scope similar to the following:

- Serve as the Town’s technical reviewer, representative and advisor on the proposed improvement project.
- Review of proposed construction plans and proposals from the lessee/developer of the waterfront area.
- Attend meetings and be an active participant, with the town, lessee/developer, and other stakeholders in all phases of the project from programming to construction.
- Perform additional, stand-alone evaluation/s of the waterfront structures, such as the bulkhead retaining wall, to the level required to advise the Town on replacement, repair, etc... If such evaluations are completed, Ardurra will provide sealed engineering reports outlining our findings.
- Review and comment on the proposed material selection.
- Review and comment on the proposed marina layout.
- Review and comment on the proposed amenities and novel uses of the Waterfront.
- Review and comment on the proposed design and construction schedule.
- Review and comment on the proposed option of probable cost as provided by the lease/developer.
- Provide advice based on our professional experiences for the tasks outlined above and within the realm of Structural and Marine Engineering.





- Assist the Town's legal council during the preparation and negotiating of the agreement between the lessee/developer with those portions of the agreement which deal with the design and construction of the improvements.

It is anticipated that the project will span an extended period of time beginning sometime in Q3 or Q4 of 2024, and the improvement will be completed in a staged plan to reduce the impact to the existing waterfront area and local businesses.

ASSUMPTIONS/CLARIFICATIONS

Following are our assumptions/clarifications:

1. The town will negotiate all changes, contracts, etc... with the lease/developer.
2. All legal, property acquisitions, easements, permits, etc... shall be by others and shall not be within Ardurra's scope of work.
3. Ardurra's scope is anticipated to have limited design services for supplemental projects within the waterfront.
4. All structural evaluations are anticipated to be non-destructive.
5. Review of items outside of Structural and Marine Engineering, such as geotechnical, electrical, mechanical may be required/requested by the Town. If these services or technical reviews is required, Ardurra may retain sub-consultants to perform these services. We would intend to utilize the team members set forth within the RFQ submitted in June of 2023.
6. Special inspections or serving as the special inspector for the project is not included within this scope of work.

PERSONEL

Ardurra proposes to utilize the following key individuals on the project, along with the support of our offices in Wilmington, Rleigh and Corpus Cristi TX if the level or work or deliverables required.

Project Manager: Mark F Weiss, PE – Structural Lead and Project Manager

Project Engineer and QA/QC: Jeff R. Troutman, PE

Resumes for the above can be provided, and they were also included in the RFQ submitted to the Town in 2023.

FEE

Due to the open-ended scope, timing, etc... of a project of this type, we would propose to complete our services on an hourly, time, and expense fee structure based on our 2024 hourly rates. Per our experience on past projects of this type, we would estimate budgeting \$100,000 for the technical consultant scope of work. Ardurra would invoice against this budget and would not exceed this budget without written approval from the Town. We can provide updates on time expended and services rendered on a weekly, every two (2) weeks, or monthly basis at the Town's option.



We respectfully request that we be given the option to review our annual rate schedule on January 1 of each year and submit a revised rate schedule to be approved by the Town. This is due to the anticipated length of time for the total contract to span.

COMMERCIAL TERMS

We anticipate that the Commercial Terms and Conditions shall be defined within a Master Service Agreement or Contract provided by the Town for Ardurra to execute. Or Ardurra can provide a Professional Services Agreement for the Town to execute.

This proposal serves as a formal agreement between Ardurra Group Inc. and the Town of Beaufort. This proposal shall be considered a valid proposal for a period of 60 days, upon which time Ardurra reserves the right to renegotiate the fees or terminate the proposal. Additionally, the Town of Beaufort reserves the right to terminate the agreement for cause, including but not limited to unsatisfactory performance, within the 60 day period. Thank you for the opportunity to provide our services to you and your client.

Respectfully submitted,

Ardurra Group Inc.

ACCEPTED BY:

By: _____

Mark F. Weiss, PE
Group Leader

Printed Name: _____

MFW/mfw/S-2024-3496

Title: _____

Date: _____

EXHIBIT 2
HOURLY RATE SCHEDULE
(Insert Attachments)



**CATEGORIZED RATE SCHEDULE
Wilmington Office**

Effective January 1, 2024 – December 31, 2024

<u>Classification</u>	<u>Rate (\$) Per Hour</u>
Technical Director	\$ 234.00
Group Lead	\$ 218.00
Senior Project Engineer	\$ 180.00
Project Engineer II	\$ 175.00
Project Engineer I	\$ 168.00
Senior Professional Engineer	\$ 165.00
Professional Engineer III	\$ 153.50
Professional Engineer II	\$ 143.50
Engineer I	\$ 120.00
Engineer Intern	\$ 115.00
Senior Technician	\$ 140.50
Technician III	\$ 135.50
Technician II	\$ 118.00
Technician I	\$ 112.50
Clerical	\$ 80.00
Litigation – Consulting	2.5 times Std Rate listed above
Milage current IRS std. rate	IRS std. rate
Sub-Consultant	Cost Plus 15%
Other Direct Expenses (Reproduction, travel and subsistence, shipping & postage, etc.)	Cost Plus 15%

EXHIBIT 3 INSURANCE REQUIREMENTS

The provisions in Section II, D. INSURANCE 1-6, are applicable to the designated required insurance coverage.

- 1. **Worker’s Compensation Insurance:** In accordance with North Carolina Statutory limits.

- 2. Comprehensive General Liability Insurance:
 - \$1,000,000 Single Limit/\$2,000,000 Aggregate
 - \$500,000 Single Limit

- 3. Professional Errors and Omissions Liability Insurance:
 - \$1,000,000 Single Limit
 - \$500,000 Single Limit

- 4. Automobile Liability Insurance:
 - \$1,000,000 Single Limit
 - \$500,000 Single Limit

- 5. Umbrella Liability Insurance:
 - \$1,000,000 Single Limit
 - \$500,000 Single Limit

ADDITIONAL INSURED:

The Town of Beaufort must be listed as an additional insured on the following insurance certificates:

- 1. Automobile Liability Insurance
- 2. Comprehensive General Liability Insurance
- 3. Umbrella Liability Insurance

Insurers must be licensed in the State of North Carolina. For a complete list of companies licensed to do business in North Carolina, please visit the North Carolina Department of Insurance (NCDOI) website (<https://sbs-nc.naic.org/Lion-Web/jsp/sbsreports/CompanySearchLookup.jsp>). NCDOI lists licensed companies with the “Company Type” as “F&C”, “Casualty”, “Fire”, or “Life”. **Unlicensed “Company Types” such as “Surplus Lines”, “Authorized Reinsurers”, “Admitted” and “Non-Admitted” carriers, etc. do not meet the Town’s insurance requirements.**

(INSERT CERTIFICATE OF INSURANCE BEHIND THIS PAGE AFTER AWARD)

EXHIBIT 4 - CHANGE ORDER FORM

TOWN OF BEAUFORT
CONTRACT/PURCHASE ORDER CHANGE REQUEST

_____ CONTRACT CHANGE ORDER

_____ PURCHASE ORDER CHANGE

PROJECT: _____ DATE: _____.

CONTRACTOR: _____ CHANGE ORDER NUMBER _____

CONTRACT #: _____ FY _____ P.O. #: _____

=====

Account/Project Number _____

Current Contract / PO Amount _____

Contract / P.O. Increase (Decrease) _____

New Contract / PO Amount \$ _____ -

Contract Days Increase: _____.

Justification / Description of change:

=====

The Above Changes Are Proposed/Acceptable:

Signature: _____ Date _____
Engineer

The Above Changes Are Proposed/Acceptable:

Signature: _____ Date _____
Department Head

Approval of Finance Officer:

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

Signature: _____ Date _____
Finance Director

The Above Changes Are Approved:

Signature: _____ Date _____
**Town Manager

** These additional signatures are required for all contract change orders & purchase order changes in excess of \$1,500



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, July 14, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: New Business
SUBJECT: Resolution: Fuel Farm Lender and Financing Agreement

REQUESTED ACTION:

Approve the resolution for financing of the Fuel Farm.

Select and approve First Bank as the lender for the project.

Contingent LGC approval.

Two (2) bids were received for the financing.

Truist – rate 4.63%

First Bank – rate 3.90%

5-year term with no prepayment penalty.

EXPECTED LENGTH OF PRESENTATION: 5 minutes

SUBMITTED BY: Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED: NO

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the Town of Beaufort, North Carolina desires to finance a Fuel Farm to be used in conjunction with the operation of the Beaufort Town Docks (the "Project") to better serve the citizens and visitors of Beaufort; and

WHEREAS, The Town of Beaufort desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Beaufort, North Carolina, meeting in regular session on the 14th day of July, 2025, make the following findings of fact:

1. The proposed contract is necessary or expedient because the Beaufort Town Docks require a source of fuel to be operational and service the vessels utilizing the docks
2. The proposed contract is preferable to a bond issue for the same purpose because of the savings in both time and costs that can be achieved by utilizing an installment financing agreement, and because the cost of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balance, or non-voted bonds.
3. The cost of financing under the proposed contract is less than the cost of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose due to the bids submitted for the design/construction of the project.
5. The Town of Beaufort debt management procedures and policies are good. Debt management policies of the Town of Beaufort have been carried out in strict compliance with law as evidenced by the information found in the annual Auditor's Report.
6. There will be no increase in taxes associated with the debt obligation under the terms of the financing agreement.
7. The Town of Beaufort is not in default in any of its debt service obligations.
8. The attorney for the Town of Beaufort has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.
9. The probable net revenues of the project to be financed will be sufficient to meet the sums to fall due under the proposed contract.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to act on behalf of the Town of Beaufort in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this _____ day of _____, 20____.

The motion to adopt this resolution was made by Commissioner _____, seconded by Commissioner _____ and passed by a vote of _____ to _____.

Mayor

ATTEST:

Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Beaufort Board of Commissioners on the _____ day of _____, 20____.

Town Clerk

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, July 14, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: New Business
SUBJECT: Resolution: Reimbursement for Capital Expenditures
Associated with Fuel Farm

REQUESTED ACTION:

Approve the resolution for the Town to reimburse itself for capital expenditures associated with the Waterfront Project Fuel Farm.

This resolution allows the Town to reimburse itself for capital expenditures that may need to be encumbered and paid for prior to the closing of the bank loan that will be used to finance the project.

The Town has approved this type of resolution for other projects, most recently the USDA projects.

EXPECTED LENGTH OF PRESENTATION: 5 minutes

SUBMITTED BY: Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED: NO

RESOLUTION OF THE TOWN OF BEAUFORT, NORTH CAROLINA DECLARING THE INTENT TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS

WHEREAS, the Board of Commissioners of the Town of Beaufort, North Carolina ("Town") has determined that it is in the best interests of Town to commence installing a Fuel Farm as part of the Waterfront Improvement Project (the "Projects");

WHEREAS, the Town presently intends, at one time or from time to time, to finance all or a portion of the costs of the Projects with proceeds of tax-exempt obligations and reasonably expects to cause to be executed and delivered tax-exempt obligations (the "Obligations") to finance, or to reimburse itself for, all or a portion of the costs of the Projects; and

WHEREAS, the Town desires to proceed with the Projects and will incur and pay certain expenditures in connection with the Projects prior to the date of execution and delivery of the Obligations (the "Original Expenditures"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the Town intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

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

Section 1. Official Declaration of Intent. The Town presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by Town to pay for all or a portion of the costs of the Projects is approximately \$1,200,000.

Section 2. Compliance with Regulations. The Town adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

Section 3. Itemization of Capital Expenditures. The Town Manager, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the Town in determining and itemizing all of the Original Expenditures incurred and paid by the Town in connection with the Projects during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Obligations.

Section 4. Effective Date. This Resolution shall become effective immediately upon the date of its adoption.

Adopted this 14th day of July, 2025.

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk

STATE OF NORTH CAROLINA)
) SS:
TOWN OF BEAUFORT

I, Rachel Johnson, Deputy Town Clerk of the Town of Beaufort, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution entitled "RESOLUTION OF THE TOWN OF BEAUFORT, NORTH CAROLINA DECLARING THE INTENT TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES FROM THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS" adopted by the Board of Commissioners of the Town of Beaufort, North Carolina in regular session convened on the 10th day of February, 2020.

WITNESS my hand and the seal of the County of Carteret, North Carolina, this _____ day of July, 2025.

(SEAL)

Elizabeth Lewis
Town Clerk
Town of Beaufort, North Carolina



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, July 14, 2025 – Train Depot

AGENDA CATEGORY: New Business

SUBJECT: Case #25-10 Subdivision at 1600/1612 Live Oak St
Preliminary & Final Plat

BRIEF SUMMARY:

Approve or deny the proposed subdivision preliminary & final plat of 1600/1612 Live Oak Street, Annie L. Jones Company.

REQUESTED ACTION:

Presentation and discussion of proposed subdivision.
Decision on proposed subdivision preliminary/final plat.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: Mayor and Commissioners
From: Michelle Eitner, Town Planner
Date: July 14, 2025
Case No. 25-10 Subdivision – Annie L Jones Co 1600/1612 Live Oak Street Preliminary & Final Plat

THE REQUEST: Approve or deny the proposed subdivision preliminary & final plat of 1600/1612 Live Oak Street.

INFORMATION:

Location: 1600 & 1612 Live Oak Street (McDonalds & adjacent vacant lot)
Property Owner: Annie L Jones Company Inc
Applicant: Tidewater Associates Inc
Zoning District: General Business (B-1)
Size: 3.65 total acres, subdivided into two: 1.45 acres - Tract 1 and 2.2 acres - Tract 2
Existing Land Use: Tract 1 = McDonalds, Tract 2 = vacant lot
Proposed Land Use: No proposed improvements or changes with this subdivision request
Future Land Use: Compact/Multi-Family Neighborhood
Utilities: Town Water and Sewer; on-site stormwater retention established to accommodate stormwater for both lots, to be maintained jointly

OPTIONS:

1. Approval of the preliminary and final subdivision plat
2. Approval of the Site Plan with conditions to bring it into compliance with the LDO
3. Denial of the Site Plan based on specific failures to comply with the LDO.
4. Table the recommendation pending additional information necessary to make a decision

ATTACHMENTS:

- Attachment A – Staff Report
- Attachment B – Vicinity Map
- Attachment C – Zoning Map
- Attachment D – Application Package with Site Plans

STAFF COMMENTS:

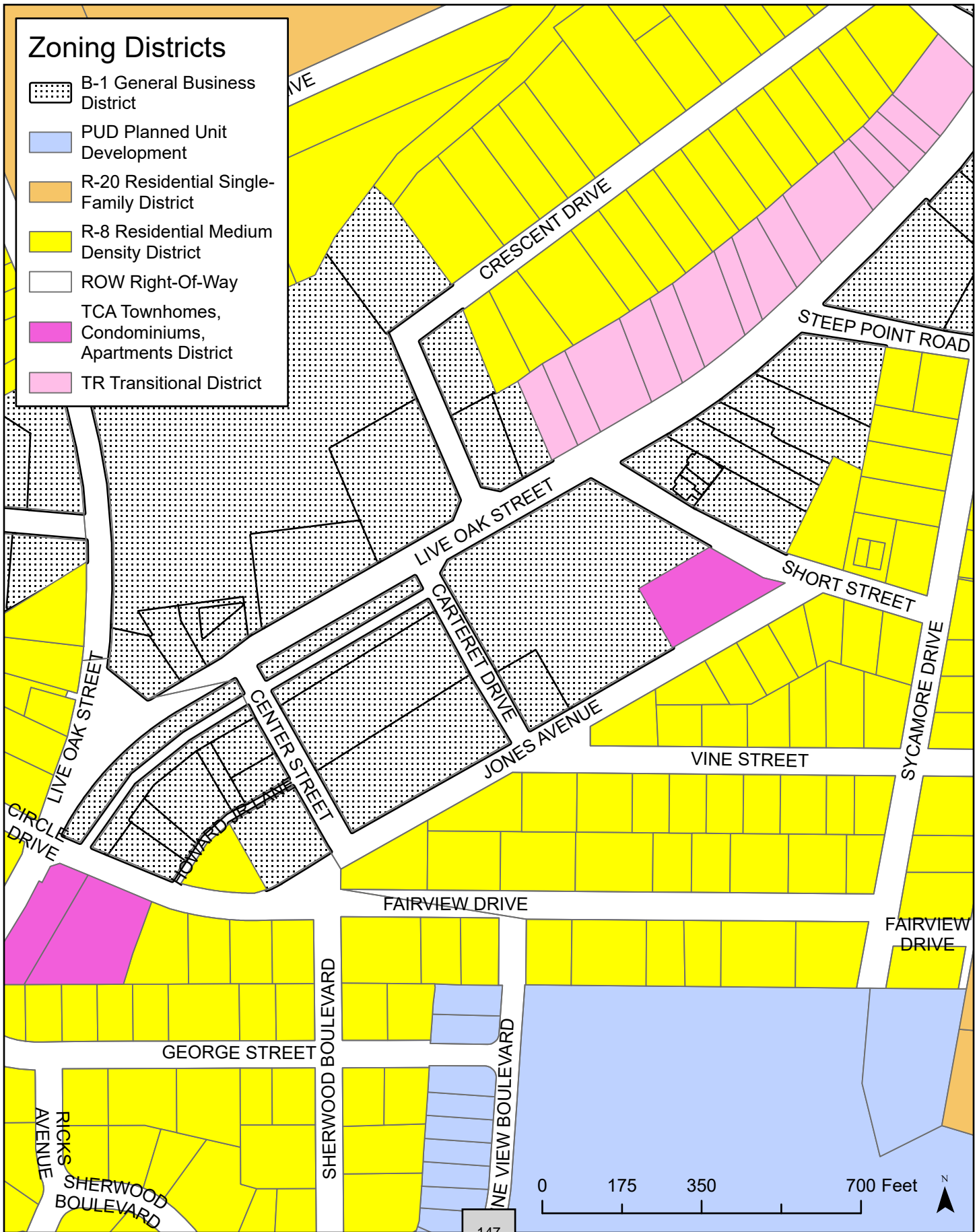
This request is to subdivide one parcel into two parcels. McDonalds is currently leasing the area of Tract 1 and wishes to purchase the property. The remaining Tract 2 is not proposed for development or further subdivision at this time. No extension of utilities, streets, or bicycle/pedestrian facilities is proposed. The Technical Review Committee reviewed this project virtually and had no comments on the proposed subdivision. Staff recommends that the proposed preliminary and final plat subdivision meets requirements of the Land Development Ordinance.

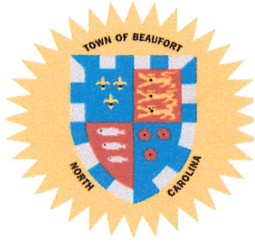
The Planning Board met on June 16th to review this request and unanimously recommended approval.

Case 25-10 Subdivision - Annie L Jones Co 1600 & 1610 Live Oak Street
Vicinity Map



Case 25-10 Subdivision - Annie L Jones Co 1600 & 1610 Live Oak Street Zoning Map





APPLICATION FOR A PRELIMINARY SUBDIVISION PLAT

Instructions:

Please complete the form below and include all required attachments, including the \$250.00 application fee 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 but will be returned to the applicant. Please contact Planning and Inspections at 252-728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Tidewater Associates Inc
Applicant Address: 1069A Cedar Point Blvd, Cedar Point, NC 28594
Phone Number: 252-393-6101 Email: jedmondson@tidewaterenc.com

Property Owner Name: Annie L Jones Company Inc
Address of Property Owner: 1532 Heritage Links Dr, Wake Forest, NC 27587
Phone Number: _____ Email: annieljonesco@gmail.com

PROPERTY INFORMATION

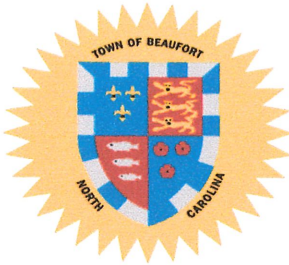
Property Address: 1600/1612 Live Oak Street, Beaufort, NC 28516
15-Digit PIN #: 730616736205000730616737394000 Lot/Block #: Block 73
Size of Property (in square feet or acres): 3.65 **Current Zoning:** B-1
Applicant Signature: [Signature] Date of Signature: 4-28-25
Property Owner Signature (if different than above): [Signature] Date of Signature: 4-28-25

An application fee of **\$250.00**, either in cash, money order, or check made payable to the "Town of Beaufort" must accompany this application (a credit card payment can be made in person at Town Hall). The complete application, payment, and supporting materials must be received by Town Staff at least 15 working days prior to a regularly scheduled Planning Board meeting date.

Please refer to the Town's **Subdivision Ordinance**, and all other pertinent sections of the Ordinance for the information required to accompany this application. We require one digital/electronic copy and one paper copy of any plans submitted for the preliminary plat

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

OFFICE USE ONLY Revised 8/2020
Date: _____ Reviewed for Completeness By: _____
Received by: _____ Date Deemed Complete and Accepted: _____



APPLICATION FOR A FINAL SUBDIVISION PLAT

Instructions:

Please complete the form below and include all required attachments, including the **\$250.00 application fee** 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 but **will be** returned to the applicant. Please contact Planning and Inspections at 252-728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Tidewater Associates Inc

Applicant Address: 1069A Cedar Point Blvd, Cedar Point, NC 28584

Phone Number: (252) 393-6101 Email: jedmondson@tidewaterenc.com

Property Owner Name: Annie L Jones Company Inc

Address of Property Owner: 1532 Heritage Links Dr, Wake Forest, NC 27587

Phone Number: _____ Email: annieljonesco@gmail.com

PROPERTY INFORMATION

Property Address: 1600/1612 Live Oak Street, Beaufort, NC 28516

15-Digit PIN: 730616736205000; 730616737394000 Lot/Block Number: Block 73

Size of Property (in square feet or acres): 3.65 Current Zoning: B-1

Applicant Signature: [Signature] (Tidewater Associates) Date of Applicant's Signature: 4/28/25

Property Owner Signature (if different than applicant): Annie L. Jones Company, Inc. Jeane J. Dalrymple, President Date of Owner's Signature: 4/28/25

An application fee of \$250, either in cash, money order, or check made payable to the "Town of Beaufort" must accompany this application (a credit card payment can be made in person at Town Hall). The complete application, payment, and supporting materials must be received by Town Staff at least 15 business days prior to a Planning Board scheduled meeting date.

Please refer to the Town's **Subdivision Ordinance**, and all other pertinent sections in the Ordinance for the information required to accompany this application. We require an electronic/digital copy on one printed copy of any plans submitted for the final plat.
The Town's website address is www.beaufortnc.org.

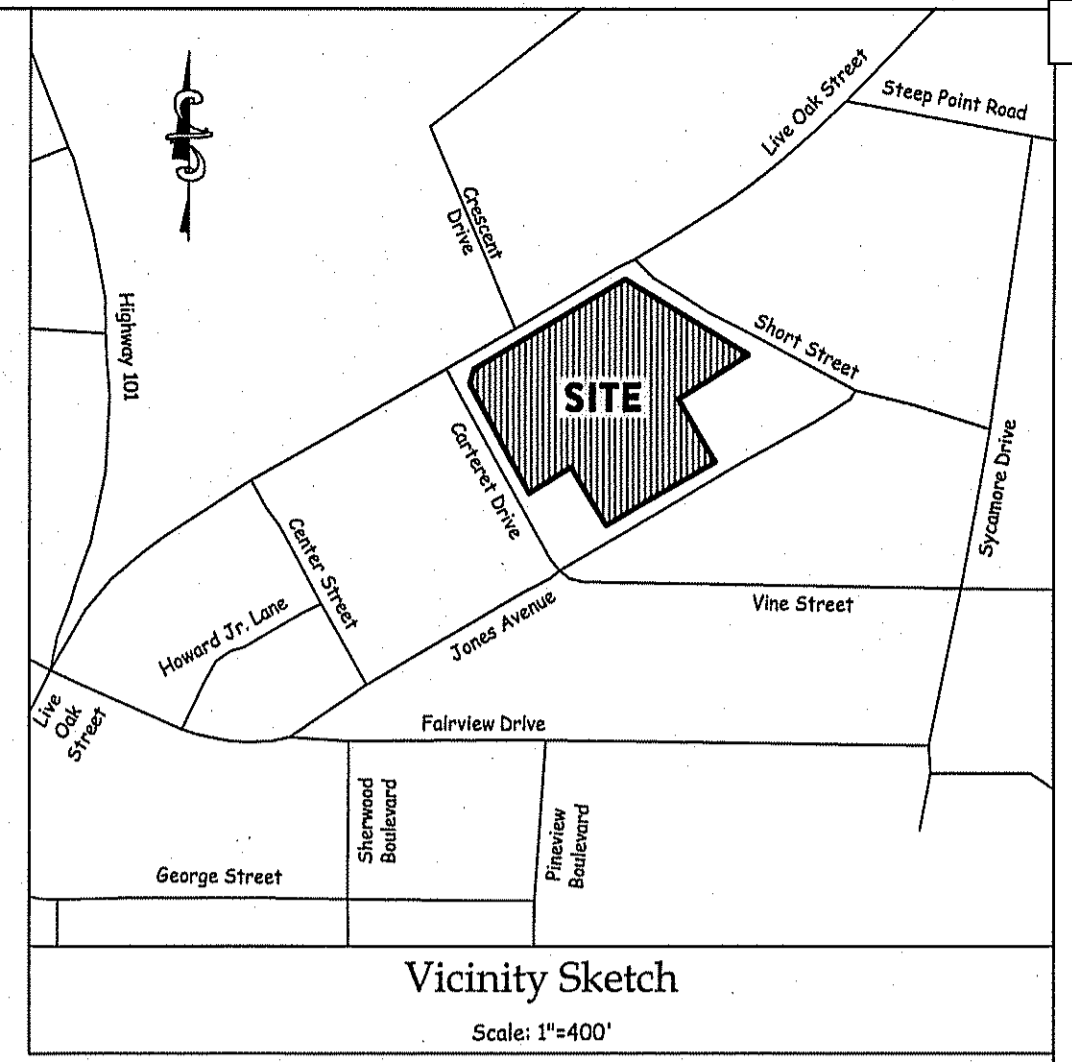
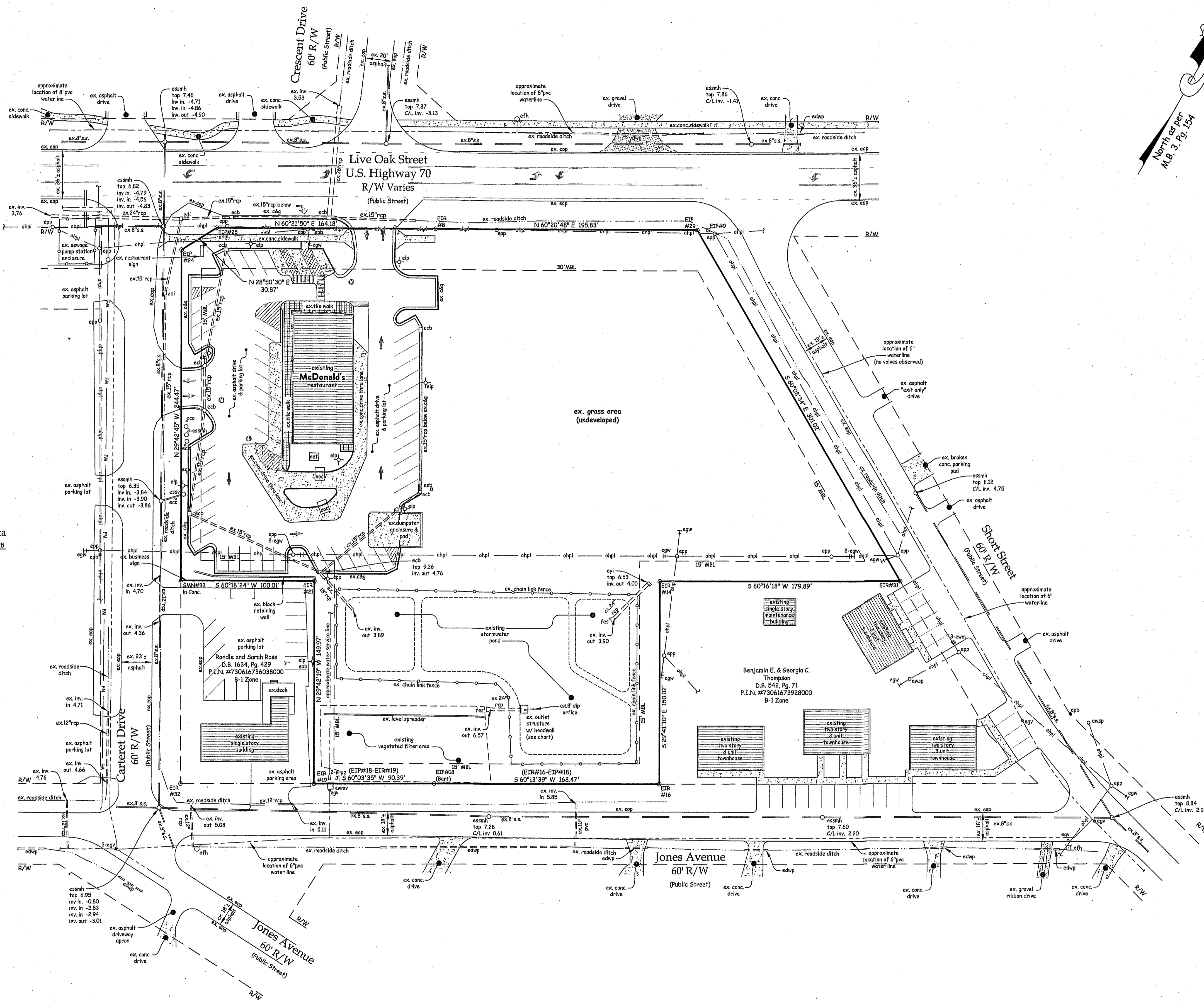
OFFICE USE ONLY Revised 08/2020
Date: _____ Reviewed for Completeness By: _____
Received by: _____ Date Deemed Complete and Accepted: _____

Legend

- c&g - Curb & Gutter
- C/L - Centerline
- D.B. - Deed Book
- ecb - Existing Catch Basin
- eco - Existing Cleanout
- edi - Existing Drainage Inlet
- edip - Existing Ductile Iron Pipe
- edwp - Existing Driveway Pipe
- eeb - Existing Electric Box
- eeft - Existing Electric Transformer
- efh - Existing Fire Hydrant
- egv - Existing Gate Valve
- EIP - Existing Iron Pipe
- EIR - Existing Iron Road
- egw - Existing Guy Wire
- elp - Existing Light Pole
- esc - Existing Overhead "Ordering" Drive Thru Canopy
- esp - Edge of Pavement
- etph - Existing Telephone Pedestal
- ep - Existing Power Pole
- erps - Existing Reduced Pressure Zone
- essmh - Existing Sanitary Sewer Manhole
- essv - Existing Sanitary Sewer Vent
- emwv - Existing Concrete Water Meter Vault
- eyi - Existing Yard Inlet
- inv - Invert
- M.B. - Map Book
- MBL - Minimum Building Line
- P.I.N. - Parcel Identification Number
- Pg - Page
- pvc - Polyvinyl Chloride Pipe
- R/W - Right-of-Way
- rcp - Reinforced Concrete Pipe
- ss - Polyvinyl Chloride Sanitary Sewer Pipe
- SMN Set Map Nail
- Existing Concrete
- Existing Pointed Traffic Flow Arrow
- Existing Tile Pavers
- Handicap Parking Space
- Approximate/Existing Water Line
- Approximate Sewage Force Main
- Existing Chain Link Fence
- Existing Ditch
- Existing Overhead Power Line

Existing Pond Outlet Structure Data
per survey by Tidewater Associates, Inc. on 05.22.2025

headwall 9.79
top 8.54
2" pvc inv. 6.81
8" dip w/ gr inv. 1.54
24" top inv. out 6.88
inside bottom 0.68

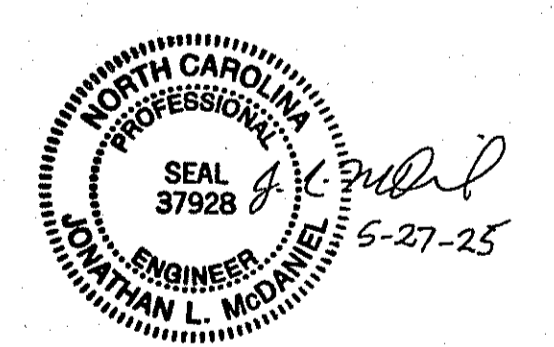


Tract Data:

Acres in Total Tract	3.65 Ac.
Zone	B-1 Zone
Number of Lots	1
Existing Use	Restaurant
Water Service	Town of Beaufort
Sewer Service	Town of Beaufort

P.I.N. #730616737394000
Deed Ref.: D.B. 585, Pg. 6
M.B. 3, Pg. 154

- General Notes:**
- There are no Areas of Environmental Concern (AEC) as defined by Coastal Area Management Act (CAMA) on this site.
 - Subject property is in Flood Zone Shaded X per FEMA CPN 375346 7306 J (Town of Beaufort), Effective July 16, 2003.
 - Boundary taken from a survey by Tidewater Associates, Inc. dated March 2025.
 - Existing conditions taken from a survey by Tidewater Associates, Inc. dated March 2025 & May 2025 and design plans for "McDonald's" by Commercial Site Design dated 07/30/09.
 - Adjoining property information per Carteret County Tax Records.
 - All distances are horizontal ground, U.S. Survey Feet.
 - No record search done by, or furnished to surveyor in regard to zoning, setbacks, easements or restrictions.
 - Existing utility lines may infer the existence of an easement.
 - The GPS portion of the boundary work was performed to third order, Class I, F&CC specifications. The coordinates were obtained by Real Time Kinematic Differential GPS Observations using Carlson Survey Grade BRx7 GPS Unit, NCGS RTK Network Adjustments to NC Grid NAD' 83, 2011.



Existing Conditions Plan
SUBDIVISION OF JONES VILLAGE
Remaining Portion of Map Book 3, Page 154
Town of Beaufort, Carteret County, North Carolina

Owner:
Annie L. Jones Company, Inc.
1532 Heritage Links Drive
Wake Forest, North Carolina 27857
(919) 880-8862

DATE: 05/27/2025
SCALE: 1" = 40'

TIDEWATER ASSOCIATES, INC.
Consulting Engineers - Land Surveyors - Land Planners
Cedar Point, North Carolina
1069A Cedar Point Boulevard
Phone (252) 393-6101 - www.TidewaterENC.com
Firm License Number: F-0108

COGO: 22549.ed
Project: 22549
Filename: 1612LiveOakSt-ExConditions.dwg
Drawn by: JJS
Job No.: 5250211-8807

Legend:

- C/L - Centerline
- CP - Computed Point
- D.B. - Deed Book
- EA - Existing Axle
- EIP - Existing Iron Pipe
- EIR - Existing Iron Rod
- Ex. - Existing
- M.B. - Map Book
- ohpl - Overhead Power Line
- Pg. - Page
- PP - Power Pole
- R/W - Right-of-way
- SIR - Set Iron Rod
- SMN - Set Mag Nail
- ① - Proposed Lot

I hereby certify that I am the owner of the property shown and described herein, which is located in the subdivision jurisdiction of the Town of Beaufort and that I hereby adopt this plan of subdivision with my free consent, established minimum building setback lines, and dedicate all streets, alleys, walks, parks, and other sites and easements to public or private use as noted. Furthermore, I hereby dedicate all sanitary sewer, storm sewer and Water lines to the Town of Beaufort.

Date _____ Owner(s) _____

Certificate of approval of the design and installation of streets, utilities, and other required improvements. I hereby certify that all streets, utilities and other required improvements have been installed in an acceptable manner and according to the Town of Beaufort specifications and standards in the Remaining Portion of Jones Village Subdivision or that guarantees of the installation of the required improvements in an amount and manner satisfactory to the Town of Beaufort have been received, and that the filing fee for this plat, in the amount of \$ N/A has been paid.

Date _____ Town Manager _____

Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Beaufort, North Carolina, and that this plat has been approved by the Board of Commissioners for recording in the office of the Register of Deeds of Carteret County.

Date _____ Town Clerk, Beaufort _____

Certification of Approval by the Planning Board

The Beaufort Planning Board hereby approves the final plat for the Remaining Portion of Jones Village subdivision.

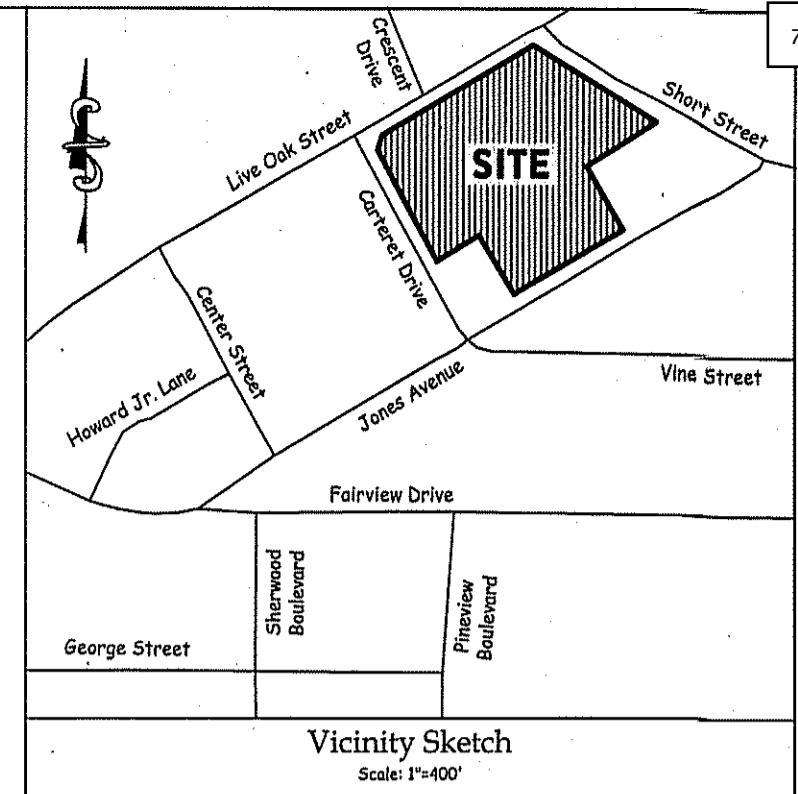
Date _____ Chairman, Beaufort Planning Board _____

I, Jonathan L. McDaniel, Professional Land Surveyor L-5682, certify to one of the following as indicated:

- a. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- b. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- c. Any one of the following:
 1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purposes of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.
 2. That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
 3. That the survey is a control survey. For the purposes of this subsection, a "control survey" is a survey that provides horizontal or vertical position data for support or control of other surveys or for mapping. A control survey, by itself, cannot be used to define or convey rights or ownership.
 4. That the survey is of a proposed easement for a public utility as defined in G.S. 62-3.
- d. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.
- e. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

PRELIMINARY

Jonathan L. McDaniel, PLS, L-5682



I, Jonathan L. McDaniel, certify that this map was drawn under my supervision from an actual survey (Deed and Plat references as shown hereon), made under my supervision, completed on 03/20/2025, that the ratio of precision or positional accuracy is 0.1", that the boundaries not surveyed are shown as broken lines drawn from sources noted, that this map was prepared in accordance with G.S. 47-30 as amended, this map was prepared for recording purposes.

Witness my original signature, license number and seal this _____ day of _____ In the Year of our Lord 2025.

PRELIMINARY

Jonathan L. McDaniel, PLS, L-5682

NORTH CAROLINA.....CARTERET COUNTY

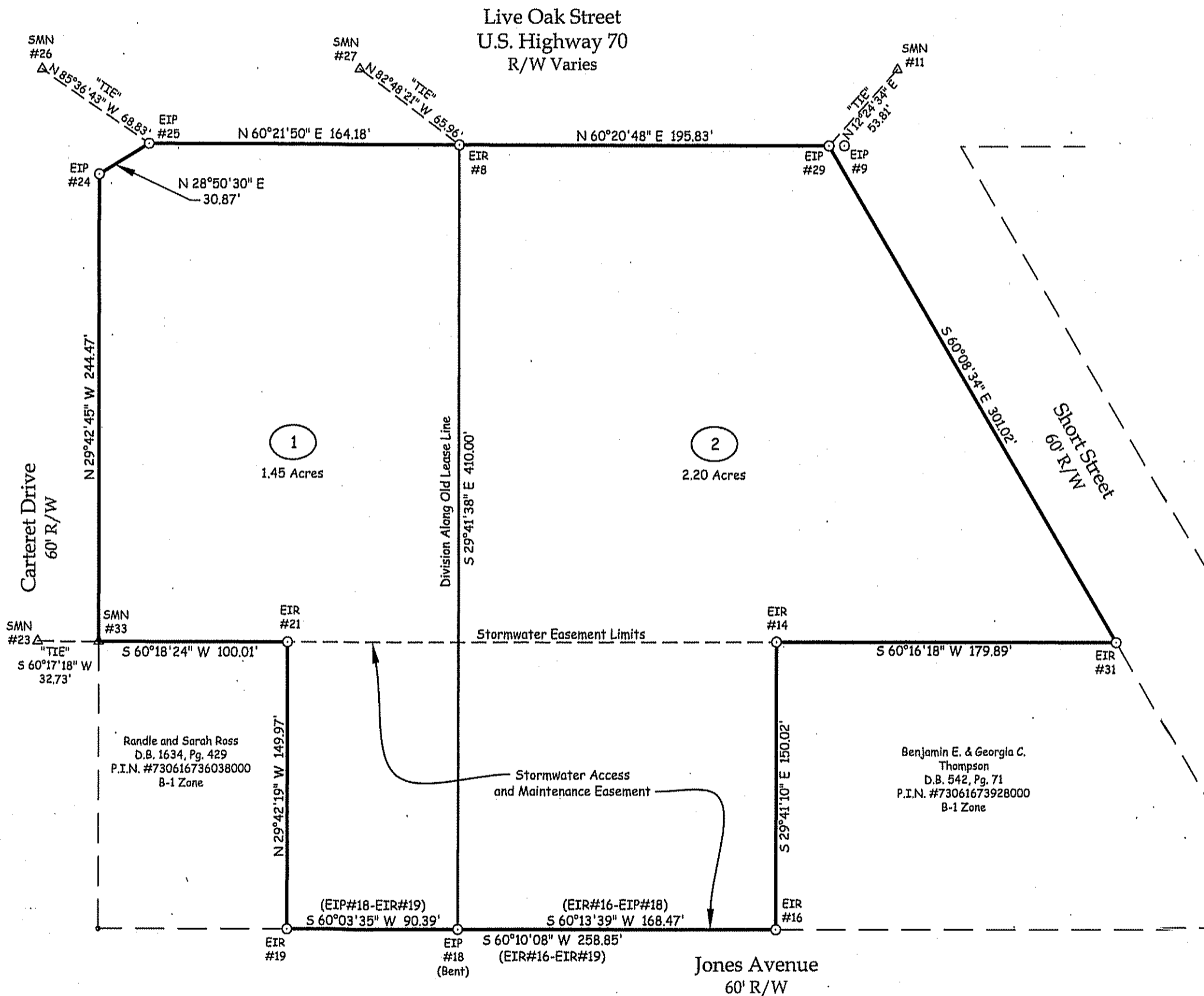
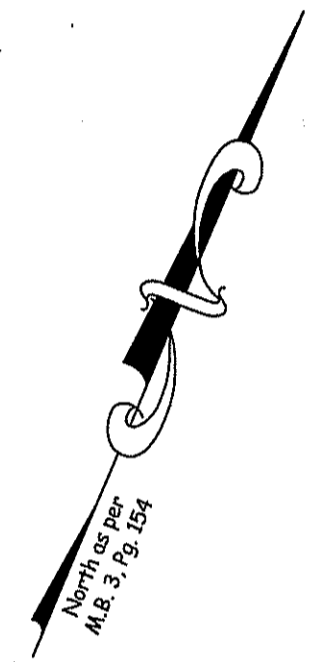
I, _____ Review Officer of CARTERET County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____

Filed for registration and recorded in Map Book _____ Page _____, this _____ day of _____, 2025, at _____ o'clock _____ M.

PRELIMINARY

Register of Deeds By _____



2 Lots
3.65 Acres
Deed Ref:
D.B. 585, Pg. 6
M.B. 3, Pg. 154
Pin #: 73061673928000
Zone: B-1

Final Plat

SUBDIVISION OF JONES VILLAGE
Remaining Portion of Map Book 3, Page 154
Town of Beaufort, Carteret County, North Carolina

Owner: **Annie L. Jones Company, Inc.**
1532 Heritage Links Drive
Wake Forest, NC 27587
919-880-8862

DATE: 04/22/2025
SCALE: 1" = 60"
0 30 60 120 180 FEET

TIDEWATER ASSOCIATES, INC.

Engineers - Surveyors - Planners
Cedar Point, North Carolina
1069A Cedar Point Blvd.
Phone: (252) 393-6101 - www.TidewaterENC.com
N.C. Firm License Number: F-0108



NOTES:

1. Subject Property will be in Flood Zone "X" Per FIRM CPN 375346 7306 J (Town of Beaufort) Effective: 07/16/2003
2. No record search done by or furnished to surveyor in regards to zoning, setbacks, easements or restrictions.
3. All distances are horizontal ground, U.S. survey feet.
4. Area calculated by coordinates.
5. Adjoining property Information per Carteret County Tax Records.
6. No NCDOT R/W monuments found.

COGO: 22549.erd
Project: Annie L. Jones Co., Inc.
Filename: 22549.dwg
Drawn By: JLM

Draft of Proposed Stormwater Easement 5.23.25.2

Prepared by and return to: _____

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

STORMWATER, CROSS ACCESS, AND
MAINTENANCE EASEMENT AGREEMENT

This STORMWATER, CROSS ACCESS, AND MAINTENANCE EASEMENT AGREEMENT ("**Agreement**") is made this _____ day of _____, 2025 (the "**Effective Date**"), by **ANNIE L. JONES COMPANY, INC.**, a North Carolina corporation ("**Company**") and its successor and assigns, and **McDONALD'S REAL ESTATE COMPANY**, a Delaware corporation ("**McDonald's**") and its successors and assigns. Company and McDonald's are referred to hereinafter individually as a "**Party**" and, collectively, as the "**Parties**". The Parties agree as follows:

RECITALS

A. Company is the fee simple owner of that certain parcel of real property located at the corner of Live Oak Street and Short Street in Beaufort, Carteret County, North Carolina, containing approximately 2.20 acres, identified as "Lot 2" on that certain subdivision plat recorded in the Carteret County Registry as Instrument Number _____, as more particularly described on Exhibit A attached hereto and incorporated herein by reference ("**Company Property**").

B. McDonald's is the fee simple owner of that certain parcel of real property located at the corner of Live Oak Street and Carteret Drive in Beaufort, Carteret County, North Carolina, containing approximately 1.45 acres, identified as "Lot 1" on that certain subdivision plat recorded in the Carteret County Registry as Instrument Number _____, as more particularly described on Exhibit B attached hereto and incorporated herein by reference ("**McDonald's Property**").

C. The State of North Carolina has issued a State Stormwater Management Permit, Permit Number SW8 090620 for the Company Property and McDonald's Property (the "**Permit**"). As part of the Permit an engineered storm water management facility ("**Stormwater Facilities**") was constructed on, and currently serves, both the Company Property and the McDonald's Property as shown on Exhibit D attached hereto and incorporated herein by reference. Restrictive Covenants related to the Permit and Stormwater Facilities were recorded in Book 1356, Page 329, Carteret County Registry ("**Covenants**"). In connection with the use and maintenance of the Stormwater Facilities, the Parties have agreed to grant (i) certain non-exclusive easements over,

across, under, upon and through their respective properties, for the benefit of the other Party, subject to and in accordance with the terms and conditions set forth herein and (ii) an irrevocable license, coupled with a non-exclusive easement, to use the Stormwater Facilities and all related facilities located in the easement area. No additional charge or fee of any type shall be charged for this license.

D. In connection with the use of the Company Property and McDonald's Property, the Parties have agreed to grant a reciprocal cross-access easement over, across, upon and through portions of their respective properties, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for an in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. EASEMENT GRANT

A. CROSS ACCESS EASEMENT

i. *Grant of Easement.* Company hereby grants, devises and conveys to McDonald's for the benefit of McDonald's, its successors and assigns, and the McDonald's Property, and McDonald's hereby grants, devises and conveys to Company for the benefit of Company, its successors and assigns, and the Company Property, a perpetual non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress, over, across and through that certain area designated as "proposed cross access easement" as depicted on Exhibit C attached hereto and incorporated herein by reference (the "Access Easement Area") in order to access Live Oak Street . TO HAVE AND TO HOLD such rights, privileges and easements, forever, subject to the terms and conditions hereinafter set forth.

ii. *Scope and Exclusions.* Neither Party shall block or erect any barrier within the Access Easement Area which would prevent the free flow of pedestrian and vehicular traffic between the Company Property and McDonald's Property.

iii. *Maintenance and Repair of Access Easement Area.* Each Party shall be responsible, at their own expense, for all costs and expenses involved with the maintenance of those portions of the Access Easement Area located on their respective properties which shall include, without limitation, the responsibility to pave, repair and maintain in good condition such portions of the Access Easement Area. All work performed by a Party with respect to the Access Easement Area shall be done in a good, workmanlike manner, and free of material defects. In addition, all portions of the properties affected or disturbed by performance of the maintenance obligations set forth herein shall be restored following the completion thereof to the condition existing immediately prior to such maintenance work to the extent reasonably possible, utilizing generally accepted landscaping and engineering practices.

B. STORMWATER EASEMENTS AND PERMIT

i. *Grant of Easement.* Company hereby grants, devises and conveys to McDonald's for the benefit of McDonald's, its successors and assigns, and the McDonald's Property, and McDonald's hereby grants, devises and conveys to Company for the benefit of Company, its successors and assigns, and the Company Property, (1) a perpetual non-

exclusive easement (the “**Stormwater Easement**”) over, through, under and across those certain areas designated as “_____” as depicted on Exhibit D attached hereto and incorporated herein by reference (the “**Stormwater Easement Area**”) for the purpose of accessing, maintaining, repairing, rebuilding, operating and patrolling the Stormwater Facilities and for the drainage and detention of storm and surface water runoff and (2) an irrevocable license to use the Stormwater Facilities and all related facilities located in the Stormwater Easement Area. TO HAVE AND TO HOLD such rights, privileges and easements, forever, subject to the terms and conditions hereinafter set forth.

ii. *Maintenance and Repair of Stormwater Facilities.*

- a. McDonald’s shall be primarily responsible at its sole cost and expense, but subject to reimbursement by the Company as set forth herein, for the ongoing (i) maintenance, repair and replacement obligations of the Stormwater Facilities, and McDonald’s agrees to maintain such facilities in good working order and condition, and to make any necessary repairs or replacements thereto; (ii) compliance of the Stormwater Facilities with the Permit and Covenants, including without limitation the annual inspection fee; and (iii) mowing and landscaping of the Stormwater Easement Area (collectively, “**Maintenance Charges**”).
- b. Company shall be responsible for fifty percent (50%) of the Maintenance Charges. For all routine Maintenance Charges, Company shall reimburse McDonald’s on an annual basis within thirty (30) days after receipt of written request. For any non-routine and unexpected Maintenance Charges, Company shall reimburse such amount to McDonald’s on an ongoing basis within thirty (30) days after receipt of written request. With each written request for reimbursement, McDonald’s shall provide to Company a detailed breakdown of the Maintenance Charges for which reimbursement is being sought. If Company fails to pay such amount to McDonald’s within such 30-day period, McDonald’s may, at McDonald’s sole option, have a lien for unpaid Maintenance Charges, together with interest at the lower of: (1) the rate of 10% per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it becomes due to the date of payment in full, placed upon the title of the Company Property by McDonald’s recording a lien claim and notice. The provisions of this paragraph will be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the Company Property and the rights of the holder or holders of any mortgages or deeds of trust.
- c. In the event McDonald’s fails to fulfill its obligations related to the Stormwater Facilities, Company shall have the right, but not the obligation, to take all steps necessary to maintain and operate the same in accordance with this Agreement, the Permit and the Covenants. McDonald’s shall be responsible for fifty percent (50%) of the Maintenance Charges incurred by Company in exercising its self-help rights pursuant to this Section 1(B)(ii)(c). In such event, Company shall provide to McDonald’s a written request for reimbursement, which request shall include a detailed breakdown of the Maintenance Charges for which reimbursement is being sought. If McDonalds fails to pay such amount to Company within thirty (30) days of receiving a written request to pay,

Company, at Company's sole option, may have a lien for unpaid Maintenance Charges, together with interest at the lower of: (1) the rate of 10% per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it becomes due to the date of payment in full, placed upon the title of the McDonald's Property by Company recording a lien claim and notice. The provisions of this paragraph will be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the McDonald's Property and the rights of the holder or holders of any mortgages or deeds of trust.

- d. All work performed by a Party with respect to the Stormwater Easement Area shall be done in a good, workmanlike manner, and free of material defects. In addition, all portions of the properties affected or disturbed by performance of the maintenance obligations set forth herein shall be restored following the completion thereof to the condition existing immediately prior to such maintenance work to the extent reasonably possible, utilizing generally accepted landscaping and engineering practices.

2. INDEMNIFICATION

Each Party, with respect to its property, shall comply with all provisions in this Agreement and shall pay, reimburse, indemnify, defend, and hold the other Party harmless from and against all claims, demands, actions, losses, actual damages (excluding consequential and punitive damages), liabilities, and expenses (including reasonable attorneys' fees) arising out of, resulting from, or in any way connected or related to (i) a Party's failure to comply with all provisions in this Agreement, or (ii) the use by a Party of the easements granted by this Agreement, except to the extent any claims, demands, actions, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) are caused or contributed to by the negligent, intentional, or willful acts or omissions of the indemnified Party. Notwithstanding anything to the contrary herein, with respect to the easements granted herein, the costs and expenses of any maintenance or repairs necessitated by the negligence or intentionally wrongful act of any Party, or any of its tenants, employees, agents, occupants, customers, officers, suppliers, lenders, visitors, managers, affiliates, contractors, mortgagees, guests, invitees or licensees, shall be borne solely by such Party. Each Party will give prompt and timely notice to the other Party of any claim made or suit or action commenced which in any way would result in indemnification under this Article.

3. DEFAULT; REMEDIES

In the event of any failure by either Party to perform, fulfill or observe any agreement to be performed, fulfilled or observed by under this Agreement, and such failure continues for thirty (30) days, or immediately in situations involving potential danger to the health or safety of persons in, on or about the parcels or any portion of any part of such parcel, in each case after written notice specifying such, the other Party, at its election, may cure such failure or breach for and on behalf of the non-performing Party, and any amount which is expended for such purpose, or which will otherwise be due by the non-performing Party, will be paid to other performing Party on demand, without contest, upon delivery of an invoice, together with interest at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure to the date of payment in full. If the performing Party is not reimbursed within 30 days from the date of nonperforming Party's receipt of the invoice, the performing Party may, at its sole discretion, have a lien for unpaid costs placed upon title of property belonging to the nonperforming Party by recording a lien claim and notice. The provisions of this paragraph

will be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the parcels and the rights of the holder or holders of any mortgages or deeds of trust.

In the event of a violation or threat thereof of any of the provisions of this Agreement regarding the easements, each Party agrees that such violation or threat thereof may cause the non-defaulting Party to suffer irreparable harm and such non-defaulting Party and their tenants and other occupants may have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any such provisions of this Agreement, the non-defaulting Party, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation of such provisions or threat thereof.

The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity; provided, however, no breach or default under any of the provisions of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, or any covenant, easement, right or privilege under this Agreement. No breach or default under this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust upon any property, or portion thereof, made in good faith for value, but the easements, rights, privileges, covenants, and conditions of this Agreement shall be binding upon and effective against any Party of such property covered hereby whose title thereto is acquired by foreclosure, deed in lieu of foreclosure, or otherwise.

4. WARRANTIES OF TITLE

Each Party, for its self and it successors and assigns covenants with the other, its successors and assigns, that it is seized of the lands described herein in fee simple and has the right to grant the easements conveyed herein; that the same are free and clear of encumbrances except as set forth in the public records, and that each will warrant and defend the title to the same against the lawful claims of all persons claiming by or through the other party.

5. COVENANTS RUNNING WITH THE LAND

It is intended that each of the easements, privileges, benefits, covenants, conditions, rights, obligations and other provisions of this Agreement, including the benefits and burdens, shall run with the land and create equitable servitudes in favor of the property benefited thereby and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

6. MISCELLANEOUS

- A. Construction. The rule of strict construction does not apply to this Agreement which shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment is carried out.
- B. Attorneys' Fees. In the event any Party institutes any legal action or proceeding for the enforcement of any right or obligation contained in this Agreement, the prevailing Party, after a final adjudication, shall be entitled to recover its out-of-pocket costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- C. Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all then record

owners of the Company Property and McDonald's Property, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the Carteret County Register of Deeds.

- D. Consents. Wherever in this Agreement the consent or approval of a Party or any other party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. The consent of a Party under this Agreement, to be effective, must be expressly given in writing and delivered to the requesting Party pursuant to the notice provisions contained below.
- E. No Waiver. No waiver of any default of any obligation by any party subject to this Agreement shall be implied from any omission by any other Party to take any action with respect to such default.
- F. No Agency. Nothing in this Agreement shall be deemed or construed by any party to this Agreement, or by any third person, to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties subject to this Agreement.
- G. Severability. Each provision of this Agreement and the application thereof to the properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained in this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not, to the greatest extent permitted by applicable law, affect the validity or enforceability of the remainder of this Agreement. Ownership of all of the properties subject to this Agreement by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
- H. Entire Agreement; Terms Used. This Agreement contains the complete understanding and agreement of the Parties subject to this Agreement with respect to all matters referred to herein. As used herein, terms in the masculine gender shall include the neuter and the feminine, and the singular shall include the plural, as the context may require. The captions and headings in this Agreement are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Agreement. Time is of the essence with respect to the obligations and other provisions of this Agreement.
- I. Notices. Notices or other communication required under this Agreement shall be in writing and shall be sent by (1) certified or registered mail, return receipt requested, or (2) national overnight courier company. Notices shall be sent to the then current record owner of the respective property at the address of record with the Carteret County Tax Office or such or such other address as either Party furnishes to the other, in writing Notice shall be deemed given upon receipt or refusal to accept delivery.
- J. Governing Law. The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement.
- K. Estoppel Certificates. Each Party, within thirty (30) days of its receipt of a written request from the other Party, shall from time to time provide the requesting Party a certificate binding upon such Party stating: (i) to the best of such Party's knowledge, reciting whether any party to this Agreement is in default or violation of this Agreement and, if so, identifying

such default or violation; and (ii) confirming this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate; and (iii) reciting other factual matters related directly to the status of the easements created by this Agreement reasonably requested by the requesting Party.

- L. Representations. The undersigned each hereby warrants and represents that (i) it has full right, power, and authority to execute and deliver this Agreement on behalf of the Party indicated, (ii) that this Agreement has been duly executed and delivered on behalf of such Party indicated, and (iii) this Agreement constitutes the valid and binding agreement of such Party so indicated. Each Party that owns any part of the property described herein covenants with the other parties that it owns its Tract in fee simple, and that its property is free and clear of any liens or encumbrances which could have priority over the easements and rights herein, other than those specifically subordinated hereto.
- M. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of executed counterparts of this Agreement shall constitute effective execution and delivery of this Agreement.
- N. Exhibits. This Contract includes the following Exhibits, which govern over conflicting provisions (if any) of this Agreement, and are made an integral part of this Agreement and fully incorporated by reference:

- Exhibit A: Legal Description of Company Property
- Exhibit B: Legal Description of McDonald's Property
- Exhibit C: Access Easement Area
- Exhibit D: Stormwater Facility Easement Area

[intentionally blank; signatures and acknowledgements follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

COMPANY:

ANNIE L. JONES COMPANY, INC.,
a North Carolina corporation

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____, 2025.

Notary Public: _____

Printed Name: _____

My commission expires: _____

[SEAL]

MCDONALD'S:

McDONALD'S REAL ESTATE COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____, 2025.

Notary Public: _____

Printed Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

Company Property

Being all of Lot 2, as shown on that plat captioned "Subdivision of Jones Village Remaining Portion of Map Book 3, Page 154" prepared by Tidewater Associates, Inc. dated April 22, 2025 and recorded in File # _____, Carteret County Register of Deeds.

[Legal description to be updated based on recorded plat.]

EXHIBIT B

McDonald's Property

Being all of Lot 1, as shown on that plat captioned "Subdivision of Jones Village Remaining Portion of Map Book 3, Page 154" prepared by Tidewater Associates, Inc. dated April 22, 2025 and recorded in File # _____, Carteret County Register of Deeds.

[Legal description to be updated based on recorded plat.]

EXHIBIT C

Access Easement Area

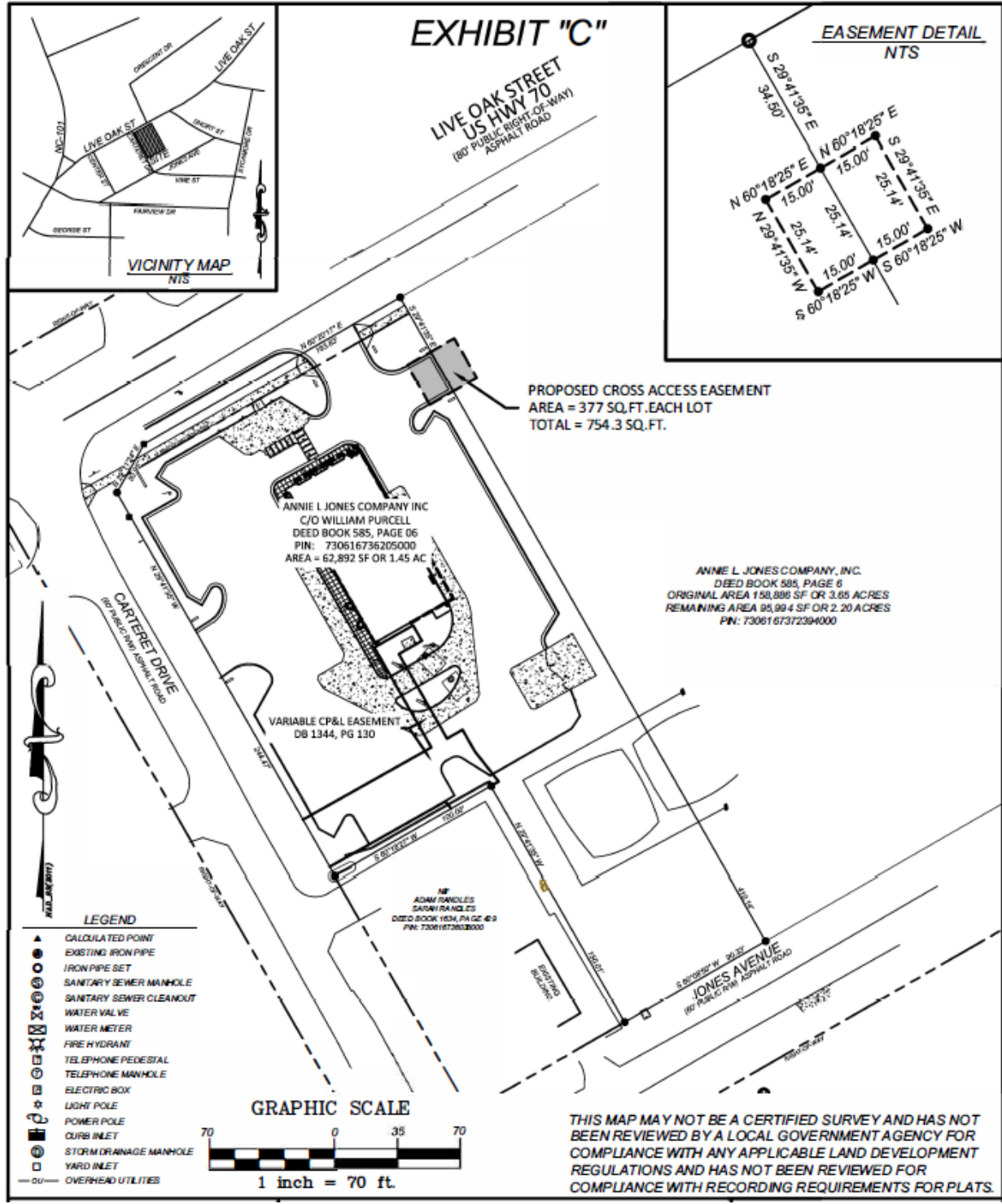
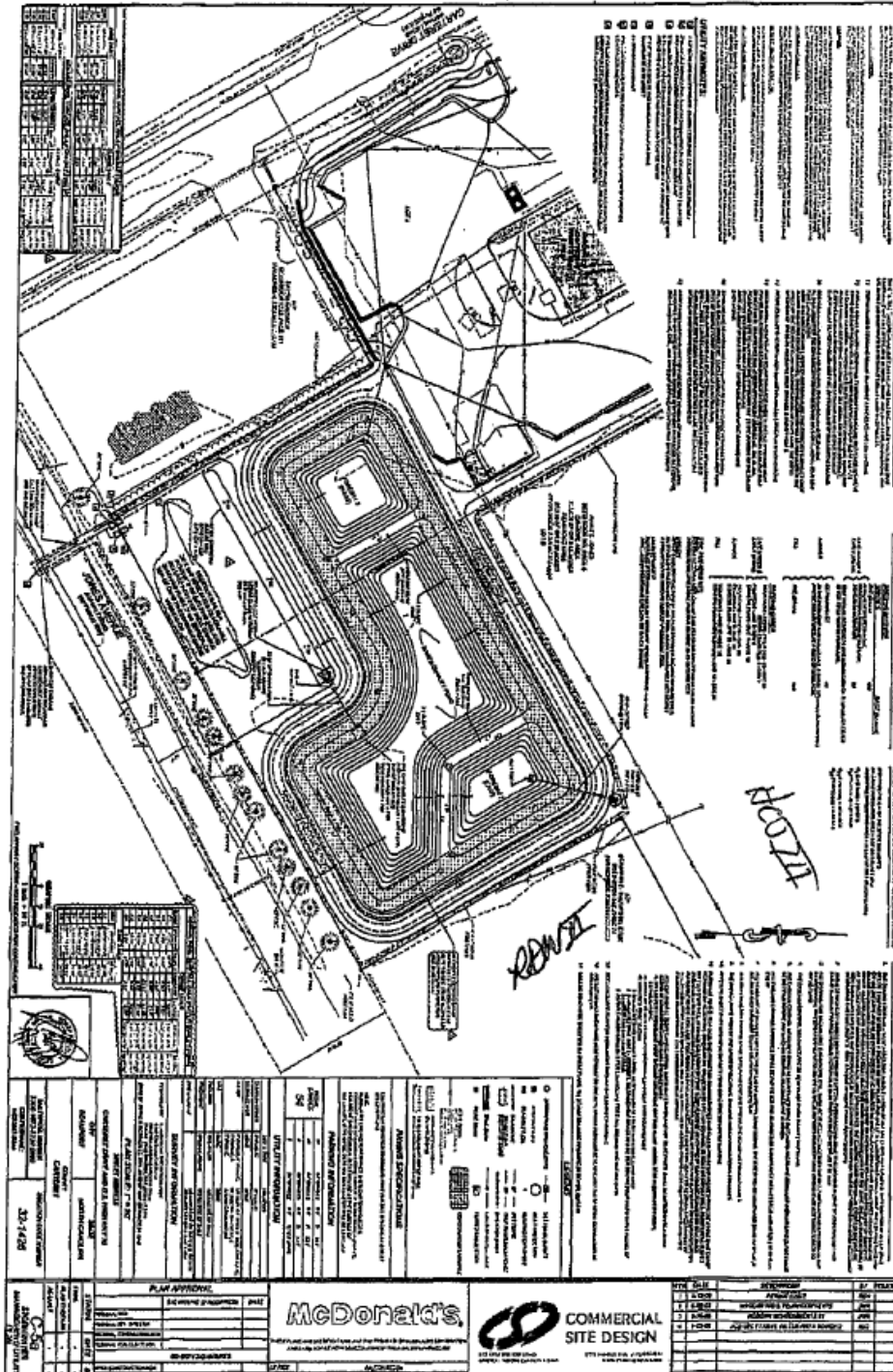


EXHIBIT D

Stormwater Easement Area

DEPICTION OF STORM WATER MANAGEMENT SYSTEM





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, July 14, 2025
614 Broad Street- Train Depot**

AGENDA CATEGORY: New Business
SUBJECT: Case #25-11 Enclave at Beaufort Club - Preliminary Plat

BRIEF SUMMARY:

The applicant wishes to subdivide a 25.93 Acre Tract into 84 Lots. (79 for Single Family Residential & 5 lots for Open Space)

At their June 16th meeting the Planning Board recommended approval “contingent upon Cedar Avenue having preliminary and final plat approval prior to the final plat for The Enclave”.

Additionally, the developer has submitted a driveway permit to NDOT for the connection to Cedar Avenue.

REQUESTED ACTION:

Decision on Preliminary Plat

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: Honorable Mayor & Board of Commissioners
From: Kyle Garner, Planning Director
Date: July 2, 2025
Project Enclave at the Beaufort Club - Preliminary Plat

THE QUESTION: Subdivide a 25.93 Acre Tract into 84 Lots (79 for Single Family Residential & 5 lots for Open Space)

BACKGROUND: This site is part of the original PUD from the early 2000’s and was originally labeled as Parcel “B” on the original Master Plan

On November 25th, 2024, the Board of Commissioners, during their monthly workshop, approved sewer allocation for the Enclave in the amount of 12,600 gallons per day and placed a condition that the final plat will not be approved until the agreed upon second point of access is provided from Cedar Avenue through Windswept. The Town Engineer will be submitting an allocation request separately for the allocation needed for the project.

This plan also shows 2.02 acres of open/recreation space which is more than the 1.69 acres required.

At their June 16th meeting the Planning Board recommended approval “contingent upon Cedar Avenue having preliminary and final plat approval prior to the final plat for The Enclave”.

Additionally, the developer has submitted a driveway permit to NDOT for the connection to Cedar Avenue.

Location:	Beaufort Club
Owners:	Beaufort Investment Holdings LLC
Requested Action:	Subdivide a 25.93 Acre Tract into 84 Lots
Existing Zoning	PUD
Size:	25.93 acres
Average Lot Size:	10,151 ft ²
Amount of Open Space:	2.02 Acres
Existing Land Use:	Undeveloped
Core Land Use Plan:	Suburban Residential

SPECIAL INFORMATION: Copies of these plans have been provided to the Carteret County School System.

Public Utilities:
Water: Existing - Town of Beaufort
Sanitary Sewer: Existing - Town of Beaufort

Enclave @ Beaufort Club

Location: Beaufort Club

Page: 2

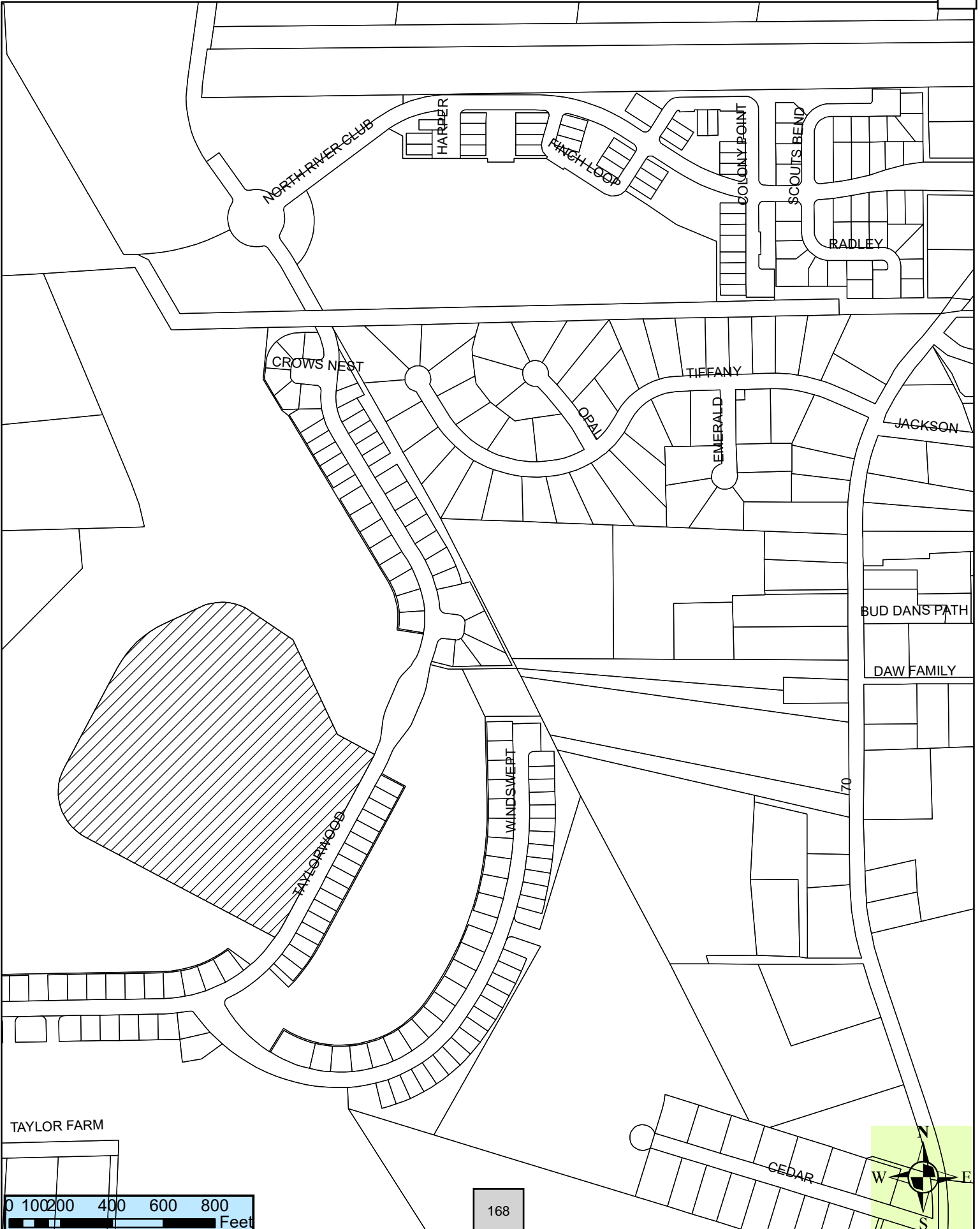
OPTIONS:

- 1. Approve the Preliminary Plat as presented.
- 2. Approve the Preliminary Plat as recommended by the Planning Board.
- 3. Table the request.
- 4. Deny the request.

ATTACHMENTS:

- 1. Vicinity Map
- 2. Preliminary Plat
- 3. Land Use Plan Sections
- 4. Cedar to Windswept Access Draft
- 5. Enclave Access Aerial

Vicinity Map - Case #25-11 Enclave @ Beaufort Club - Preliminary Plat

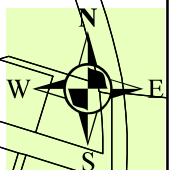


TAYLOR FARM



0 100 200 400 600 800 Feet

168



SITE CONSTRUCTION PLANS FOR ENCLAVE AT BEAUFORT CLUB TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA 2025

SITE DATA TABLE

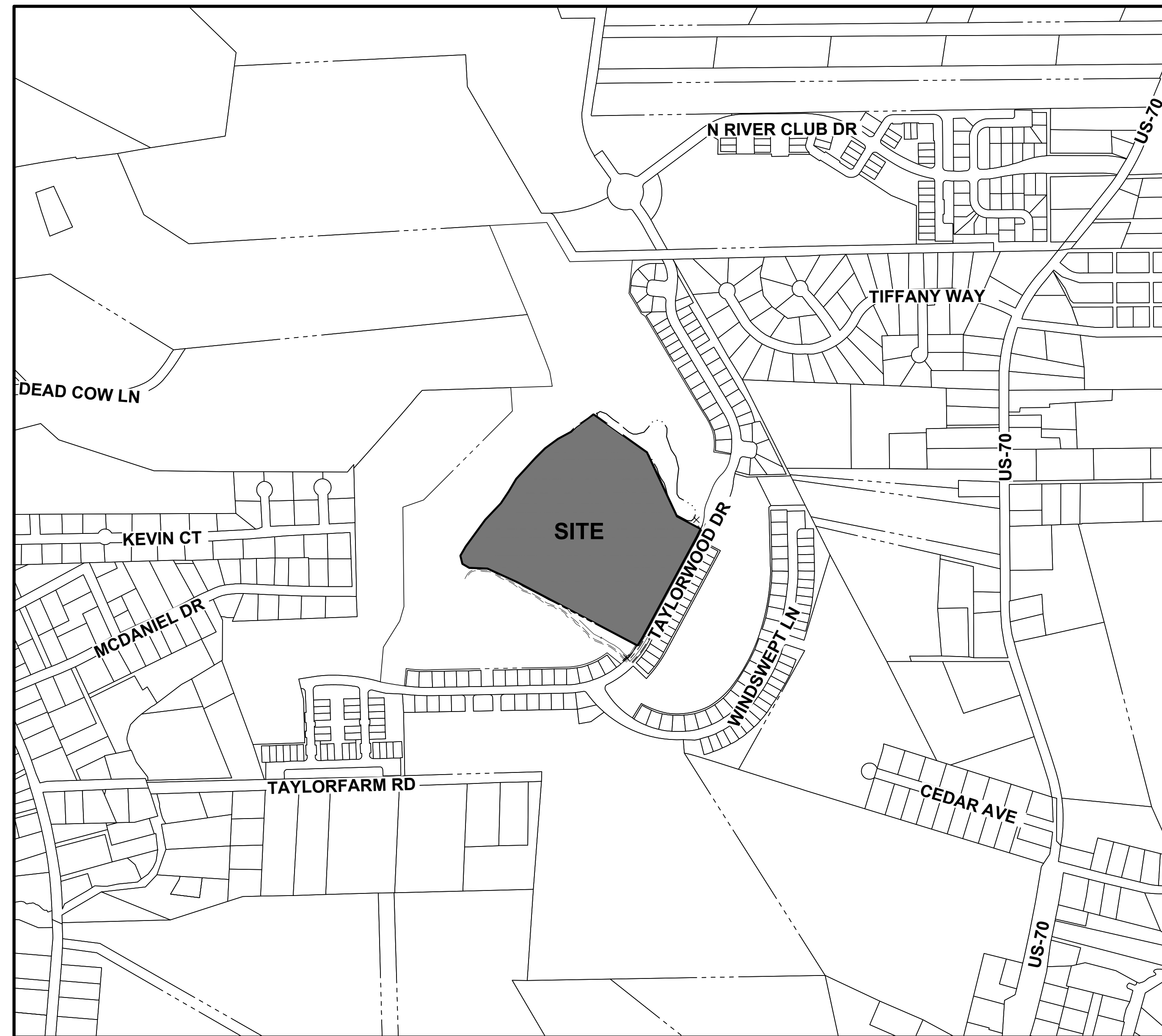
PROPERTY INFORMATION:	
PIN:	730704847177000 & 730704841599000
ADDRESS:	TAYLORWOOD DRIVE
EXISTING SITE AREA (730704847177000):	22.52 ACRES
EXISTING SITE AREA (730704841599000):	3.41 ACRES OF 54.40 ACRES
TOTAL PROPOSED SITE AREA:	25.93 ACRES
OPEN SPACE LOTS:	5
SINGLE FAMILY LOTS:	79
TOTAL PROPOSED LOTS:	84
OPEN SPACE AREA:	2.02 ACRES
SINGLE FAMILY LOT AREA:	18.41 ACRES
R/W DEDICATION:	5.50 ACRES
TOTAL SITE AREA:	25.93 ACRES
PROPOSED STREET LINEAR FOOTAGE:	4920'
BUILT UPON AREA:	
WITHIN R/W (PAVEMENT/SIDEWALK)	126,650 SF; 2.91 AC
LOT MAXIMUM (4,500± SF PER LOT)	378,000 SF; 8.67 AC
TOTAL:	504,650 SF; 11.58 AC
BUA PERCENTAGE:	44.67%
ZONING INFORMATION:	
EXISTING ZONING:	PUD
SETBACKS:	
FRONT	20'
REAR	10'
SIDE	5'
SIDE (CORNER)	10'

FLOOD NOTE

By graphic plotting, this property is located in Zone "X" (Areas determined to be outside of the 100-year flood plain) by the Federal Emergency Agency on Flood Insurance Rate Map, Community Panel No. 3720730700, with an effective date of July 16, 2003, in Carteret County, North Carolina. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

GENERAL NOTES

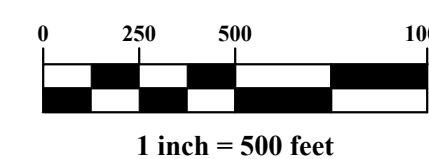
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF BEAUFORT AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
- CONTACT NC 811 FOR FIELD LOCATION OF UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES TO VERIFY LOCATIONS, DEPTHS, AND ELEVATIONS PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES. ANY DIFFERENCES SHALL BE REPORTED TO THE OWNER, ENGINEER, AND/OR ARCHITECT.
- ALL STREETS SHALL BE PUBLIC.
- ALL UTILITIES SHALL BE UNDERGROUND.
- EACH LOT SHALL BE SERVED BY TOWN OF BEAUFORT PUBLIC WATER.
- EACH LOT SHALL BE SERVED BY TOWN OF BEAUFORT PUBLIC SANITARY SEWER.
- NCEQ AND NCDOT PERMITS SHALL BE OBTAINED AS APPLICABLE.
- A COMMUNITY ASSOCIATION SHALL OWN AND MAINTAIN ALL OPEN SPACE AREAS AND WILL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING REQUIRED BY THE TOWN OF BEAUFORT LAND DEVELOPMENT ORDINANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.



VICINITY MAP

SCALE: 1" = 500'

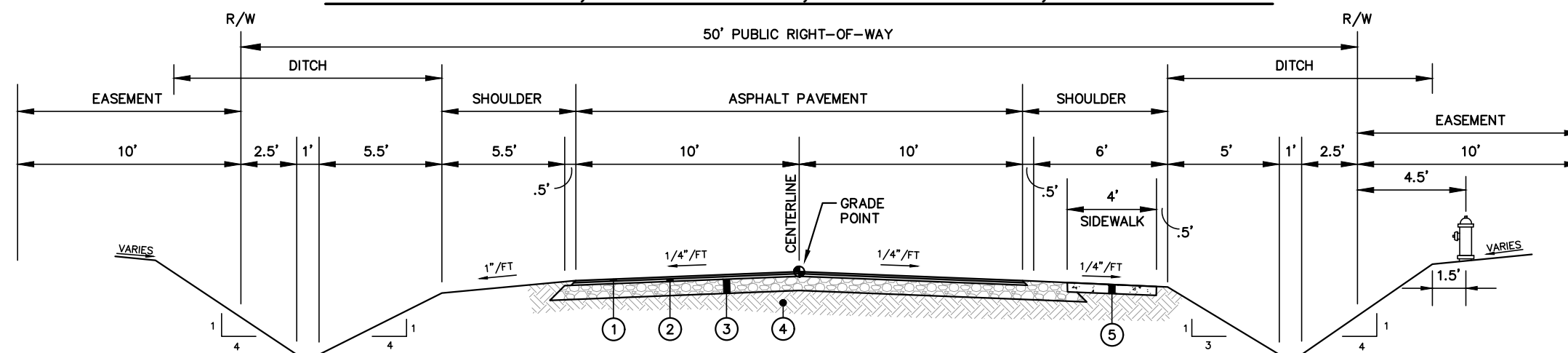
GRAPHIC SCALE



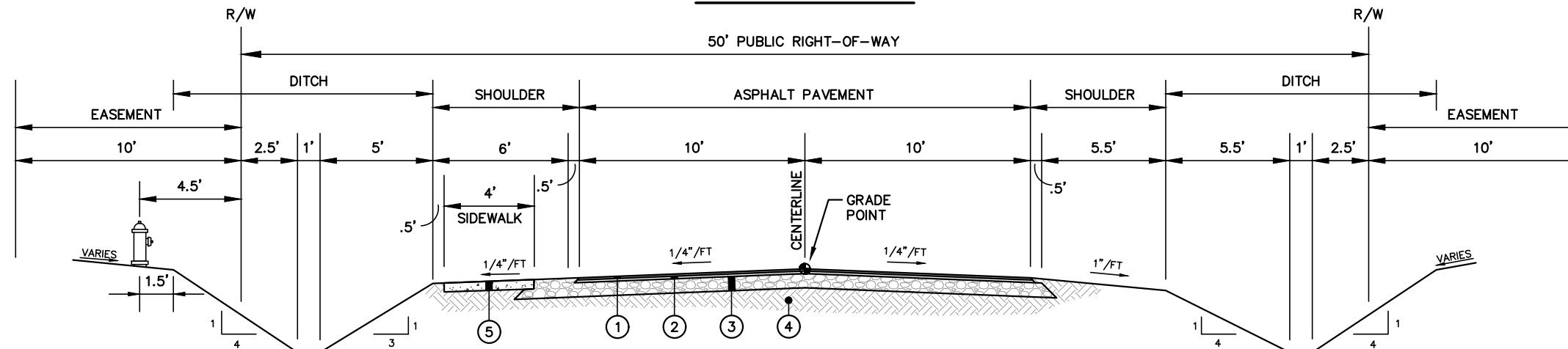
Sheet List Table

Sheet Number	Sheet Title
C.0.0	COVER SHEET
C.1.0	EXISTING CONDITIONS PLAN
C.2.0	DEMOLITION PLAN
C.3.0	SITE PLAN
C.4.0	UTILITY PLAN
C.5.0	PLAN & PROFILE - STREET A
C.5.1	PLAN & PROFILE - STREET A
C.5.2	PLAN & PROFILE - STREET A
C.5.3	PLAN & PROFILE - STREET B
C.5.4	PLAN & PROFILE - STREET C
C.5.5	PLAN & PROFILE - STREET D & E
C.6.0	OVERALL GRADING PLAN
C.6.1	GRADING & DRAINAGE PLAN
C.6.2	GRADING & DRAINAGE PLAN
C.6.3	GRADING & DRAINAGE PLAN
C.6.4	GRADING & DRAINAGE PLAN
C.7.0	EROSION CONTROL PLAN - PHASE 1
C.7.1	EROSION CONTROL PLAN - PHASE 2
C.7.3	EROSION CONTROL DETAILS
C.7.4	EROSION CONTROL DETAILS
C.8.0	STANDARD DETAILS
C.8.1	STANDARD DETAILS
C.8.2	AIRVAC DETAILS
C.8.3	AIRVAC DETAILS
C.8.4	AIRVAC DETAILS
C.8.5	AIRVAC DETAILS
C.8.6	AIRVAC DETAILS

ASHWOOD DRIVE, TUPELO LANE, SEAFOAM WAY, SEAPINE LANE



ENCLAVE WAY



LOCAL SUBDIVISION STREET CROSS SECTION

SCALE: NONE

- ① 1-1/2" ASPHALT CONCRETE, TYPE S9.5C
- ② 1-1/2" ASPHALT CONCRETE, TYPE S9.5C
- ③ 8" CRUSHED AGGREGATE BASE
- ④ SUBGRADE COMPACTION
- ⑤ 4" CONCRETE SIDEWALK, MIN. 3,000 PSI

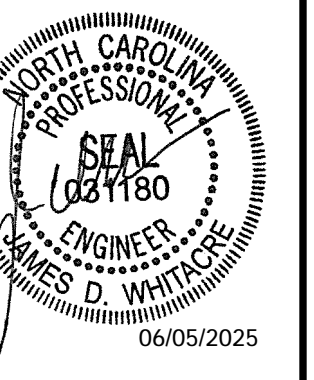
NOTES:

- PAVEMENT SECTIONS IN ACCORDANCE WITH GEOTECHNICAL ENGINEER REPORT.
- AT A MINIMUM, DESIGN AND CONSTRUCTION OF ASPHALT PAVEMENT SYSTEM IN ACCORDANCE WITH NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES.
- AGGREGATE BASE COURSE (ABC) SPECIFIED IN SECTION 520
- ASPHALT CONCRETE SURFACE AND INTERMEDIATE COURSES (TYPE SF 9.5B, TYPE I-19.0B) SPECIFIED IN SECTION 610.
- SUBGRADE COMPACTION TO AT LEAST 98 PERCENT OF ITS STANDARD PROCTOR MAXIMUM DRY DENSITY.

PLAN PREPARED BY:
FIRM # C-2796

51 Kilmayne Drive
Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.5127

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS



SITE CONSTRUCTION PLANS
 TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
 FOR
DEWITT CAROLINAS
COVER SHEET



Issue Dates:
 02/21/2025: SKETCH PLAN SUBMITTAL
 04/25/2025: SITE CONSTRUCTION SUBMITTAL
 05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
 06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
 Scale: 1" = 500'

Drawn By: JLB
 Checked By: JDW

Project Number:
 22-0016-742

Drawing Number:
C.0.0

<p>OWNER BEAUFORT INVESTMENT HOLDINGS LLC 3301 BENSON DRIVE, SUITE 103 RALEIGH, NORTH CAROLINA 27609 PHONE: 919-863-1000</p>	<p>DEVELOPER DEWITT CAROLINAS, INC. 3301 BENSON DRIVE, SUITE 103 RALEIGH, NORTH CAROLINA 27609 PHONE: 919-863-1000</p> 	<p>ENGINEER ADVANCED CIVIL DESIGN, INC. 51 KILMAYNE DRIVE, SUITE 102 CARY, NORTH CAROLINA 27511 PHONE: 919-481-6290</p> 
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MISCELLANEOUS NOTES

Areas calculated by coordinate geometry. All distances are horizontal ground distances.

Basis of Bearing NC GRID 1983, 2011 Adjustment Horizontal Datum.

Boundary information shown hereon was prepared from an actual field survey and from existing records as referenced hereon.

There is no observable evidence of this site being used as a solid waste dump, dump or any kind of sanitary land fill.

Party walls with relation to adjoining properties were not observed.

At the time of survey there was no observable evidence of recent earthmoving work, building construction or building additions.

At the time of the survey was no observable evidence or provided information on proposed changes in street right-of-way lines.

This survey does not include nor depict any environmental evaluations by this office. At the time of the survey no evidence of wetlands were observed.

Any locations of underground utilities shown hereon are based upon visible above ground structures and/or record drawings provided to the surveyor. Locations of underground utility lines and structures may vary from locations shown hereon. Additional buried utility lines and structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.

Coordinates shown on this plot were derived by Real Time Network (RTN) Global Positioning System (GPS). This results in NAD 1983, 2011 Adjustment (CORS 96) using the continually operating reference stations (CORS) maintained by the North Carolina Geodetic Survey, Class A Survey, 0.10 feet positional accuracy, VRS Field Procedure, Geoid 18.

FLOOD NOTE

By graphic plotting, this property is located in Zone "X" (Areas determined to be outside of the 100-year flood plain) by the Federal Emergency Agency on Flood Insurance Rate Map, Community Panel No. 37207307004, with an effective date of July 16, 2003, in Carteret County, North Carolina. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

STATEMENT OF ENCROACHMENTS

None apparent.

LEGEND

- Iron Pipe Found
- ✕ PK Nail Found
- ▲ RR Spike Found
- Monument Box
- ⊥ Sign
- Catch Basin
- ⊠ Curb Inlet W / Grate
- ⊞ Water Meter
- ⊥ Utility Line Marker
- Iron Pin Set
- ✕ PK Nail Set
- △ Calculated Point
- ⊞ Monument
- ⊞ Utility Pole (PP)
- ⊞ Fire Hydrant
- ⊞ Water Valve
- ⊞ Telecom Pedestal
- ⊞ Electric Box Flush
- Sanitary Cleanout
- Treeline
- OHE Overhead Electric
- ST Storm Sewer
- SA Sanitary Sewer
- WA Waterline
- X X Fence Line
- Easement Line
- Buffer/Setback
- Right of Way
- Boundary Line
- T Telecom Line
- G Gas Line

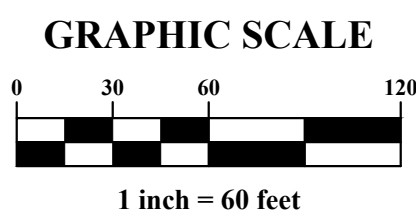


LINE	DISTANCE	BEARING
L1	163.50'	S62°00'51"E
L2	55.75'	S26°41'44"W
L3	700.00'	S28°20'16"W
L4	53.83'	S31°11'45"W
L5	834.96'	N62°11'59"W
L7	437.56'	N28°04'42"E
L9	151.98'	N65°09'25"E
L11	199.22'	S55°59'15"E
L12	407.69'	S25°04'41"E

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	090°16'44"	200.00'	315.13'	N17°03'38"W	283.53'
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C3	058°51'19"	200.00'	205.44'	S85°24'55"E	196.53'

N/F GROUP, LLC
 DB/PG 1451/363
 PIN: 730704847177000
 PB 31, PG 62
 25.684 Acres

N/F GROUP, LLC
 DB/PG 1451/363
 PIN: 730704847177000
 PB 30, PG 556



PLAN PREPARED BY:
 FIRM # C-2798

51 Kilmoyne Drive
 Suite 102
 Cary, North Carolina 27511
 PH 919.481.6290
 FAX 919.336.6171

ADVANCED
 CIVIL DESIGN
 ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinass
dewitt

SEAL
 021180
 ENGINEER
 KIM D. WHITLOCK
 06/05/2025

SITE CONSTRUCTION PLANS
 TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
 FOR
DEWITT CAROLINAS
EXISTING CONDITIONS PLAN

Issue Dates:
 02/21/2025: SKETCH PLAN SUBMITTAL
 04/25/2025: SITE CONSTRUCTION SUBMITTAL
 05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
 06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
 Scale: 1" = 60'

Drawn By: JLB
 Checked By: JW

Project Number:
 22-0016-742

Drawing Number:
C.1.0

MISCELLANEOUS NOTES

Areas calculated by coordinate geometry. All distances are horizontal ground distances.

Basis of Bearing NC GRID 1983, 2011 Adjustment Horizontal Datum.

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Coordinates shown on this plot were derived by Real Time Network (RTN) Global Positioning System (GPS). This results in NAD 1983, 2011 Adjustment (CORS 96) using the continually operating reference stations (CORS) maintained by the North Carolina Geodetic Survey, Class A Survey, 0.10 feet positional accuracy, VRS Field Procedure, Geoid 18.

FLOOD NOTE

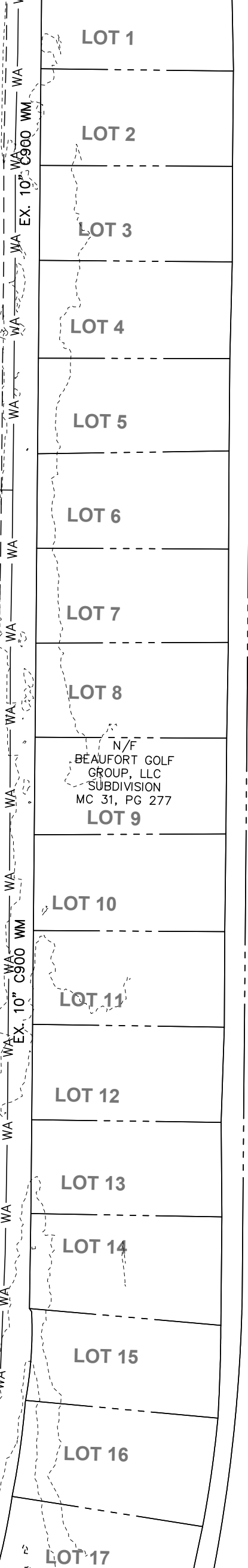
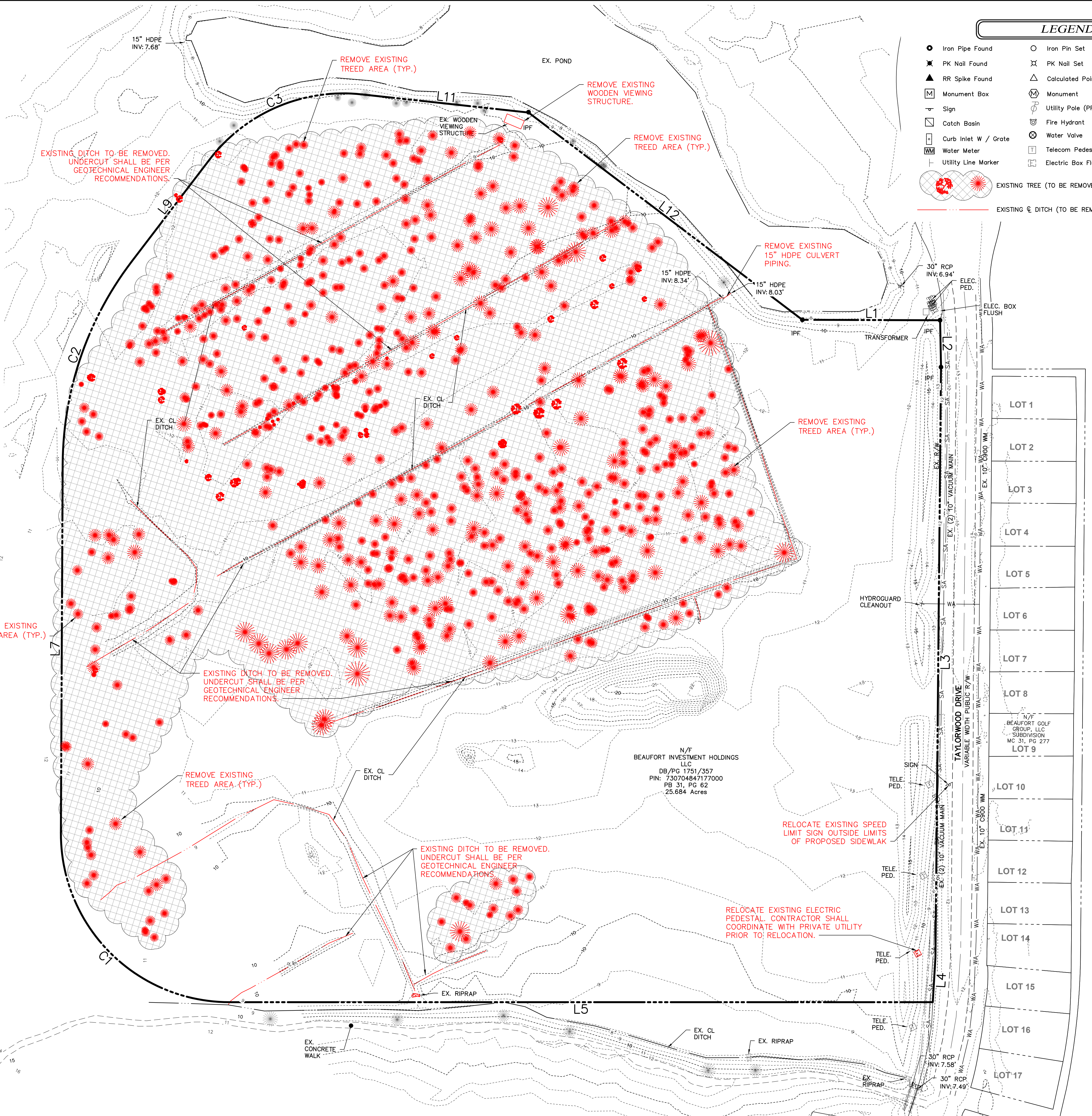
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LEGEND

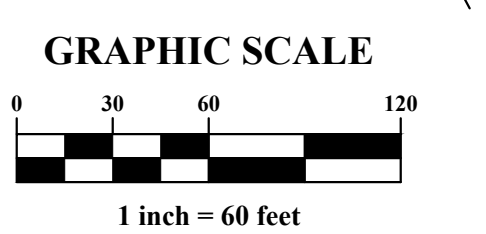
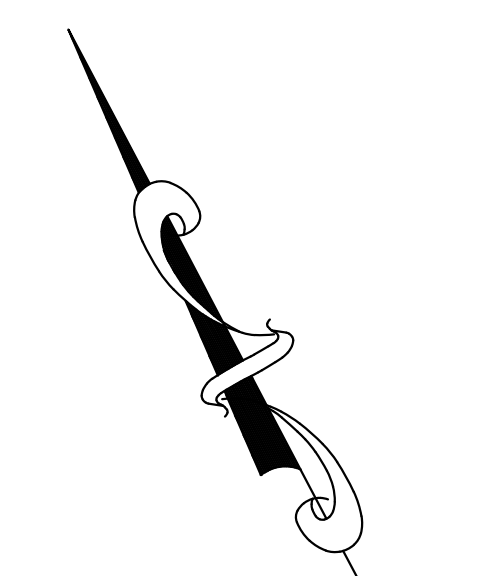
- Iron Pipe Found
- ⊗ PK Nail Found
- ⊗ RR Spike Found
- ⊗ Monument Box
- ⊗ Sign
- ⊗ Catch Basin
- ⊗ Curb Inlet W / Grate
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- ⊗ Utility Line Marker
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- ⊗ Calculated Point
- ⊗ Monument
- ⊗ Utility Pole (PP)
- ⊗ Fire Hydrant
- ⊗ Water Valve
- ⊗ Telecom Pedestal
- ⊗ Electric Box Flush
- Sanitary Cleanout
- Treeline
- OHE Overhead Electric
- ST Storm Sewer
- SA Sanitary Sewer
- WA Waterline
- X X Fence Line
- Easement Line
- Buffer/Setback
- Right of Way
- Boundary Line
- T Telecom Line
- G Gas Line

EXISTING TREE (TO BE REMOVED)

EXISTING DITCH (TO BE REMOVED)



N/F BEAUFORT GROUP, LLC
DB/PG 1451/543
PIN: 730704835724000
PB 30, PG 556



LINE	DISTANCE	BEARING
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O:\22-0016-742\NC\Production Drawings\SITE CONSTRUCTION\0016-742-Demolition Plan.dwg DEMOLITION PLAN Jun 05, 2025 4:52:27pm Shucheson

PLAN PREPARED BY:
FIRM # C-2798

51 Kilmoyne Drive
Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.6171

ENGINEERS SURVEYORS

PLAN PREPARED FOR:

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
DEMOLITION PLAN

Issue Dates:

02/21/2025:	SKETCH PLAN SUBMITTAL
04/25/2025:	SITE CONSTRUCTION SUBMITTAL
05/09/2025:	SITE CONSTRUCTION SUBMITTAL 2
06/05/2025:	SITE CONSTRUCTION SUBMITTAL 3

Date:	06/05/2025
Scale:	1" = 60'
Drawn By:	JLB
Checked By:	JW
Project Number:	22-0016-742
Drawing Number:	C.20

LEGEND

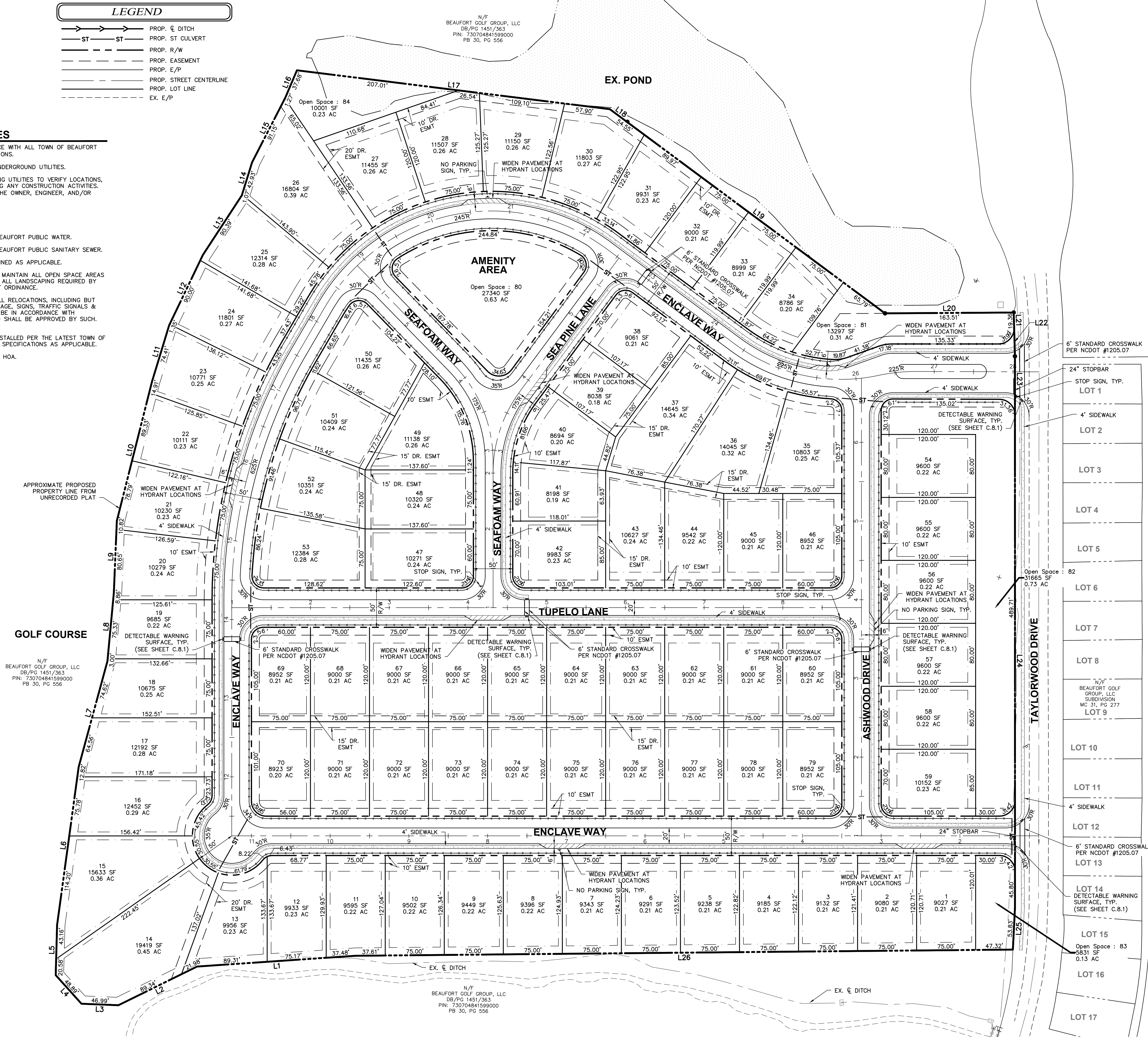
	PROP. E DITCH
	PROP. ST CULVERT
	PROP. R/W
	PROP. EASEMENT
	PROP. E/P
	PROP. STREET CENTERLINE
	PROP. LOT LINE
	EX. E/P

GENERAL NOTES

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- EACH LOT SHALL BE SERVED BY TOWN OF BEAUFORT PUBLIC SANITARY SEWER.
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- ALL TRAFFIC CONTROL SIGNAGE SHALL BE INSTALLED PER THE LATEST TOWN OF BEAUFORT, NCDOT & MUTCD STANDARD AND SPECIFICATIONS AS APPLICABLE.
- DRAINAGE EASEMENTS TO BE MAINTAINED BY HOA.

LINE TABLE

LINE	DISTANCE	BEARING
L1	201.96'	N65°32'55"W
L2	111.32'	N87°51'22"W
L3	46.99'	N59°21'20"W
L4	48.89'	N13°38'43"W
L5	63.74'	N29°56'14"E
L6	202.80'	N36°06'32"E
L7	139.18'	N43°32'30"E
L8	87.20'	N33°42'43"E
L9	91.47'	N30°43'20"E
L10	183.04'	N42°30'08"E
L11	74.41'	N45°18'56"E
L12	99.13'	N53°56'34"E
L13	90.39'	N61°30'10"E
L14	44.00'	N45°36'19"E
L15	92.42'	N55°32'28"E
L16	37.68'	N51°18'52"E
L17	400.55'	S54°34'26"E
L18	27.62'	S25°04'41"E
L19	407.69'	S25°04'41"E
L20	163.51'	S62°01'03"E
L21	19.36'	S26°41'44"W
L22	36.26'	S26°47'08"W
L23	74.61'	S28°17'29"W
L24	625.51'	S28°20'16"W
L25	53.83'	S31°11'45"W
L26	834.96'	N62°11'59"W



PLAN PREPARED BY:
FIRM # C-2796

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fax 919.336.5127

**ADVANCED
CAROLINA
DESIGN**
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

dewitt

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
SITE PLAN

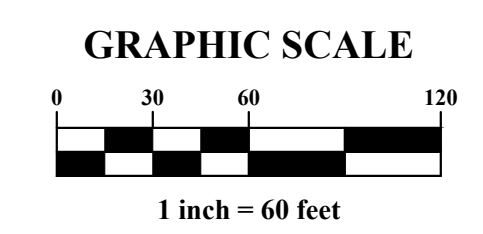
Issue Dates:
02/21/2025: SKETCH PLAN SUBMITTAL
04/25/2025: SITE CONSTRUCTION SUBMITTAL
05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: 1" = 60'

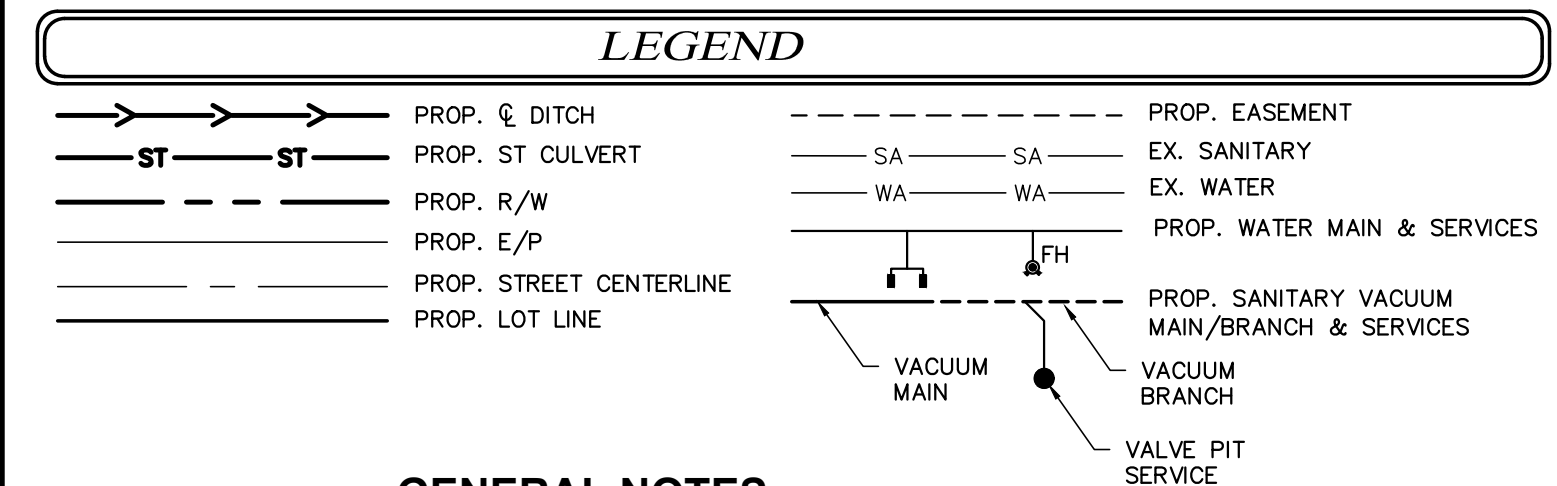
Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.3.0



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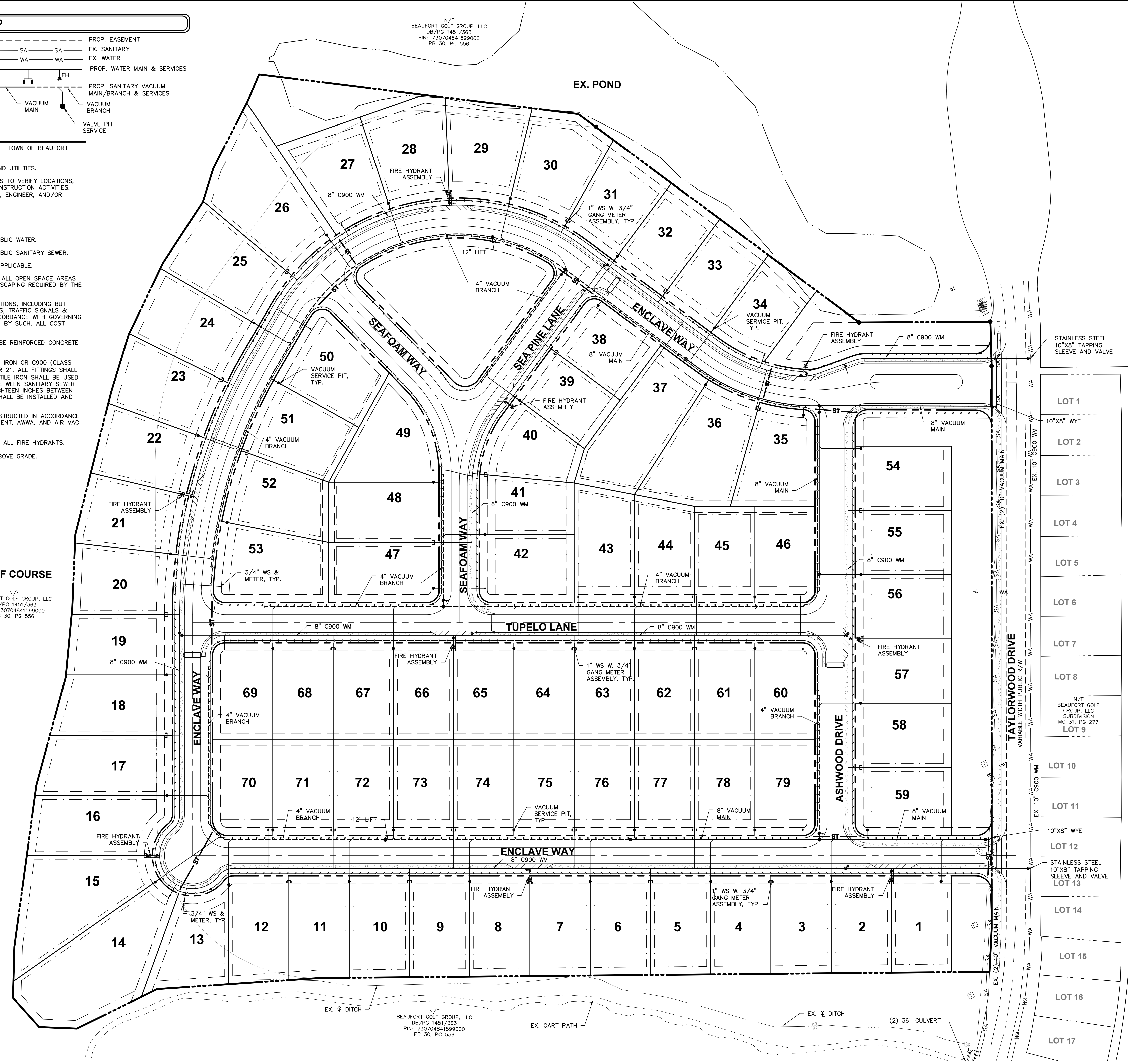


GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF BEAUFORT AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
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- THE VACUUM SANITARY SEWER SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL TOWN OF BEAUFORT PUBLIC WORKS DEPARTMENT, AWWA, AND AIR VAC STANDARDS AND SPECIFICATIONS.
- LIGHT POLES TO BE INSTALLED A MINIMUM OF 3' FROM ALL FIRE HYDRANTS.
- TOP OF VACUUM SERVICE PITS TO BE INSTALLED 4" ABOVE GRADE.

GOLF COURSE

N/F
BEAUFORT GOLF GROUP, LLC
DB/PG 1451/363
PIN: 730704841599000
PB 30, PG 556



PLAN PREPARED BY:
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fax 919.336.6127

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinass
dewitt

DEWITT CAROLINAS
ENGINEERS SURVEYORS

SEAL
06/05/2025
KIMES D. WHITAKER

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARRETER COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
UTILITY PLAN

Issue Dates:
02/21/2025: SKETCH PLAN SUBMITTAL
04/25/2025: SITE CONSTRUCTION SUBMITTAL
05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: 1" = 60'

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.4.0

STAINLESS STEEL 10"X8" TAPPING SLEEVE AND VALVE

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17

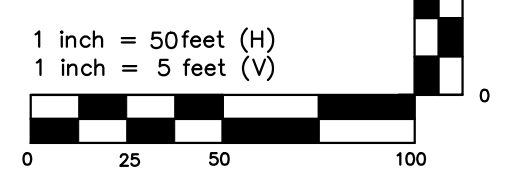
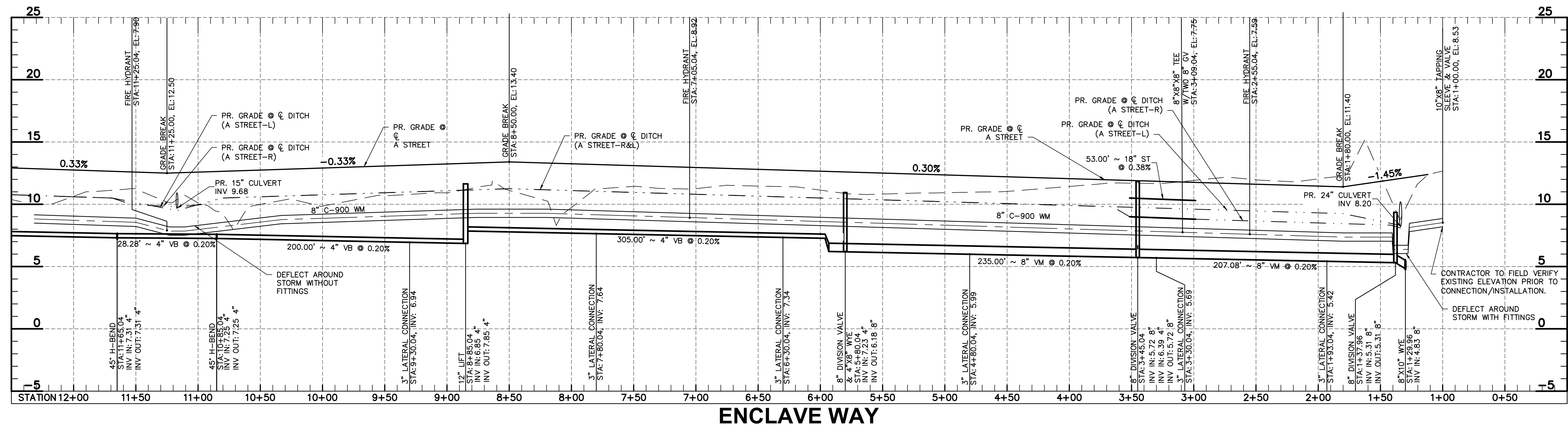
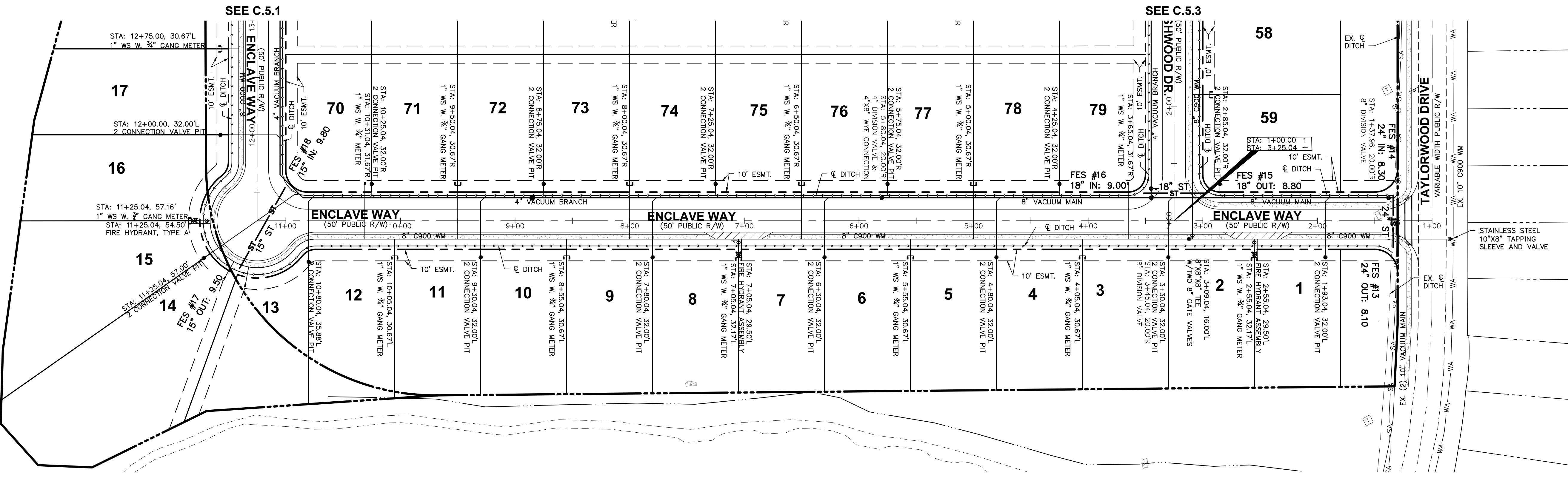
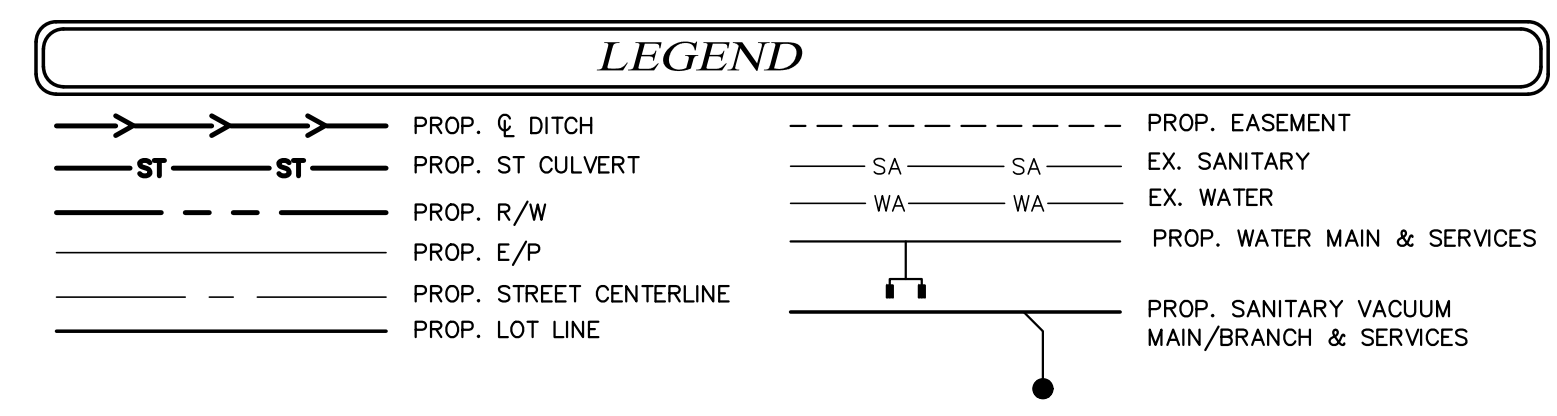
N/F
BEAUFORT GOLF GROUP, LLC
DB/PG 1451/363
PIN: 730704841599000
PB 30, PG 556

GRAPHIC SCALE
0 30 60 120
1 inch = 60 feet

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GENERAL NOTES

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PLAN PREPARED BY:
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ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS

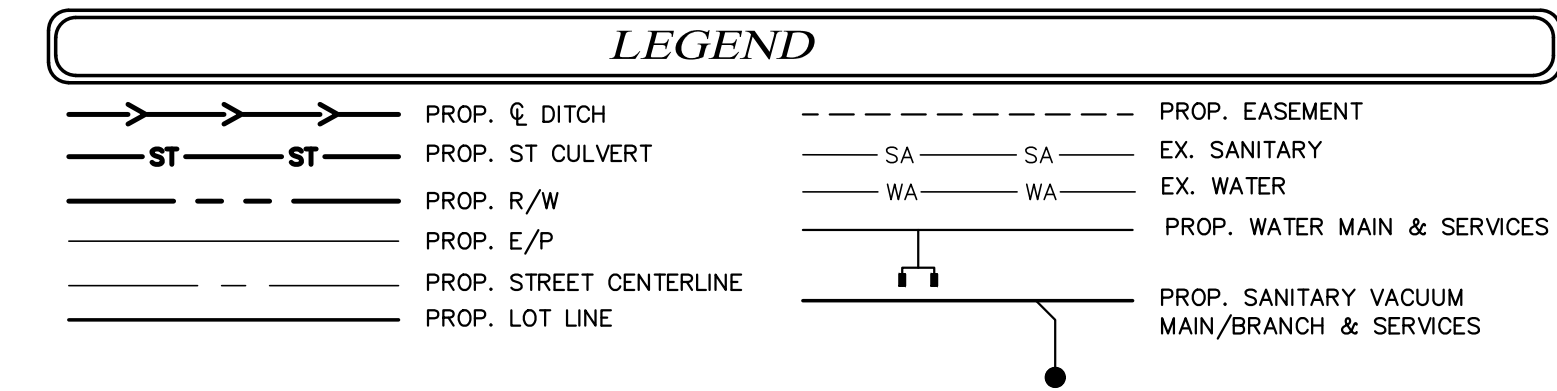
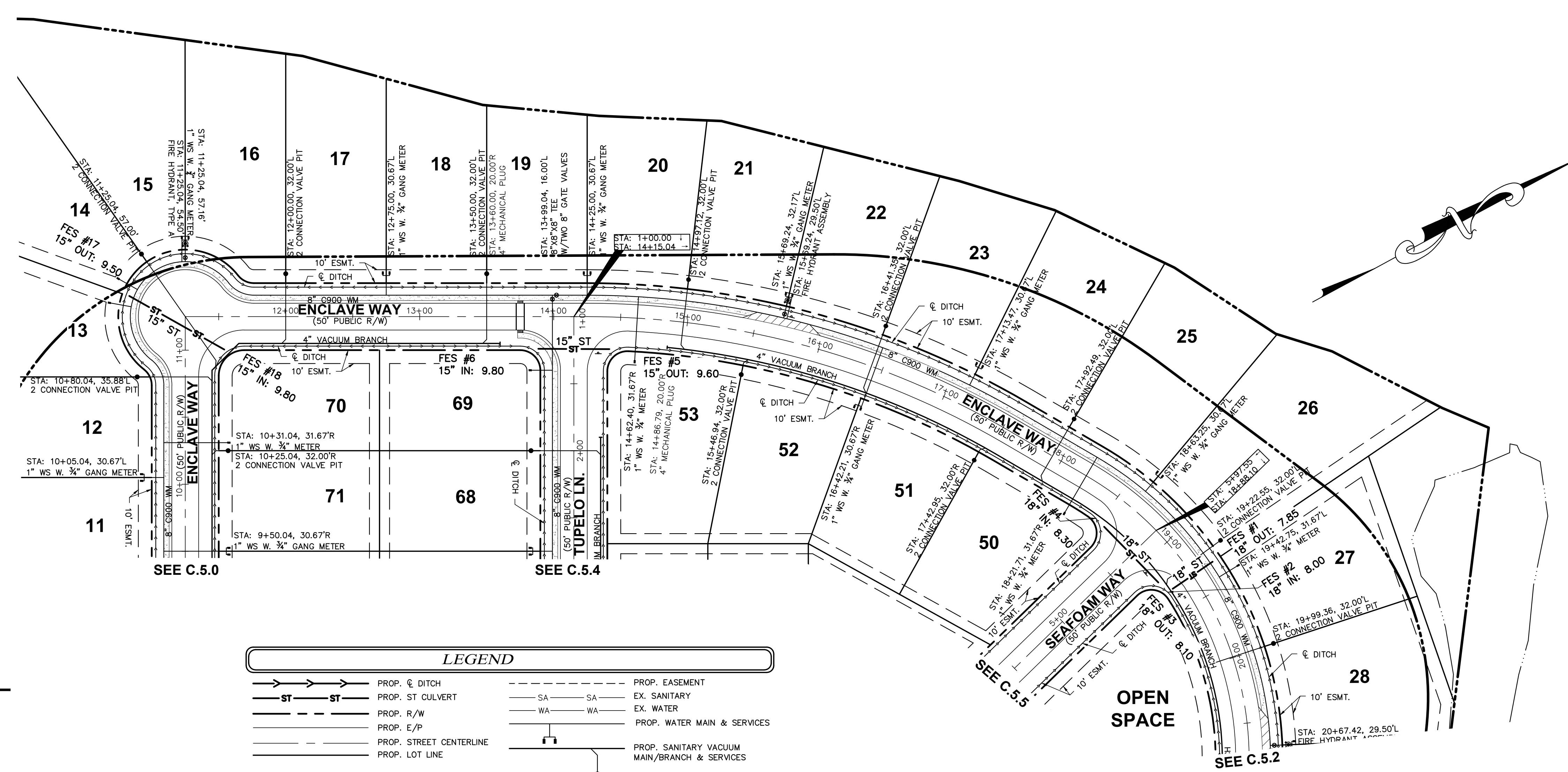
PLAN & PROFILE - ENCLAVE WAY

Issue Dates:
02/21/2025: SKETCH PLAN SUBMITTAL
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06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: 1" = 50'
Drawn By: JWB
Checked By: JWB

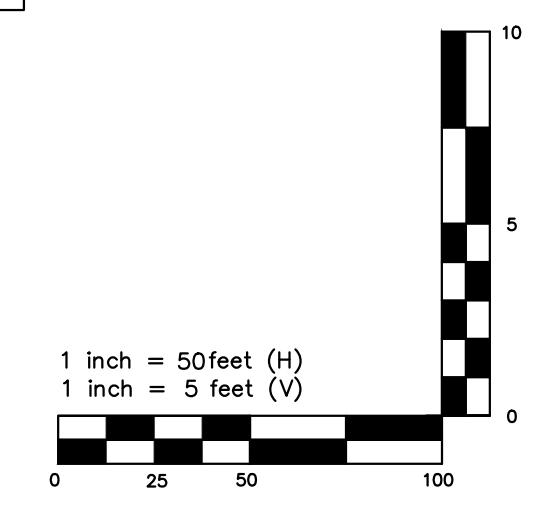
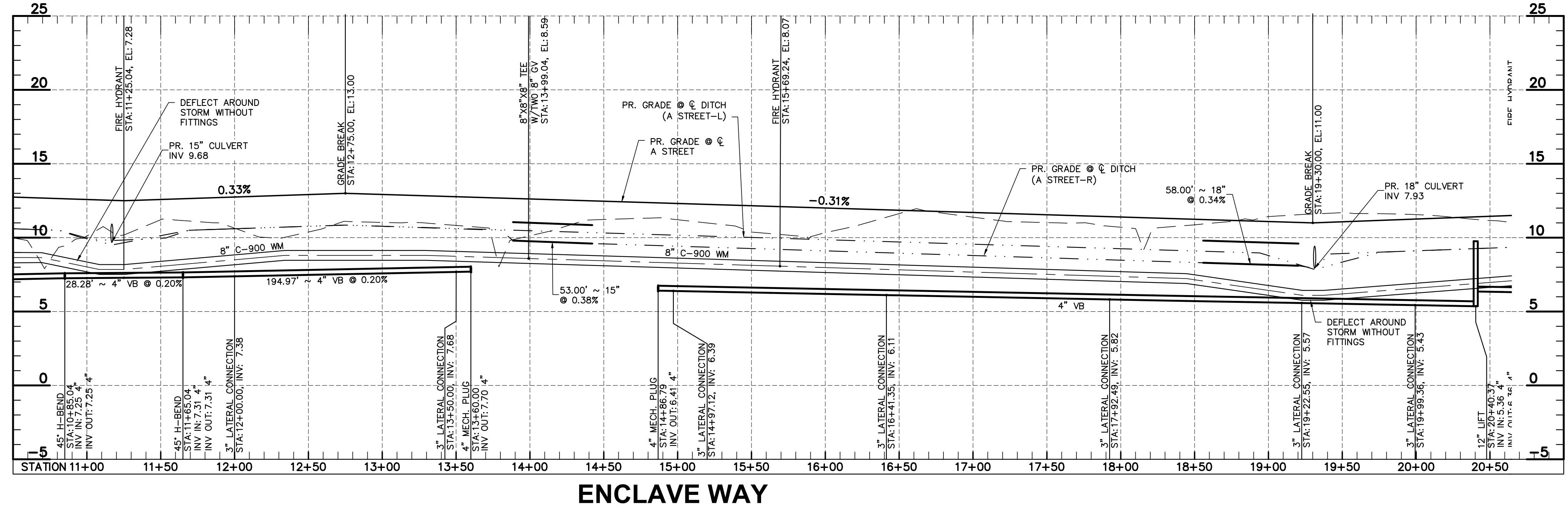
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Drawing Number:
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GENERAL NOTES

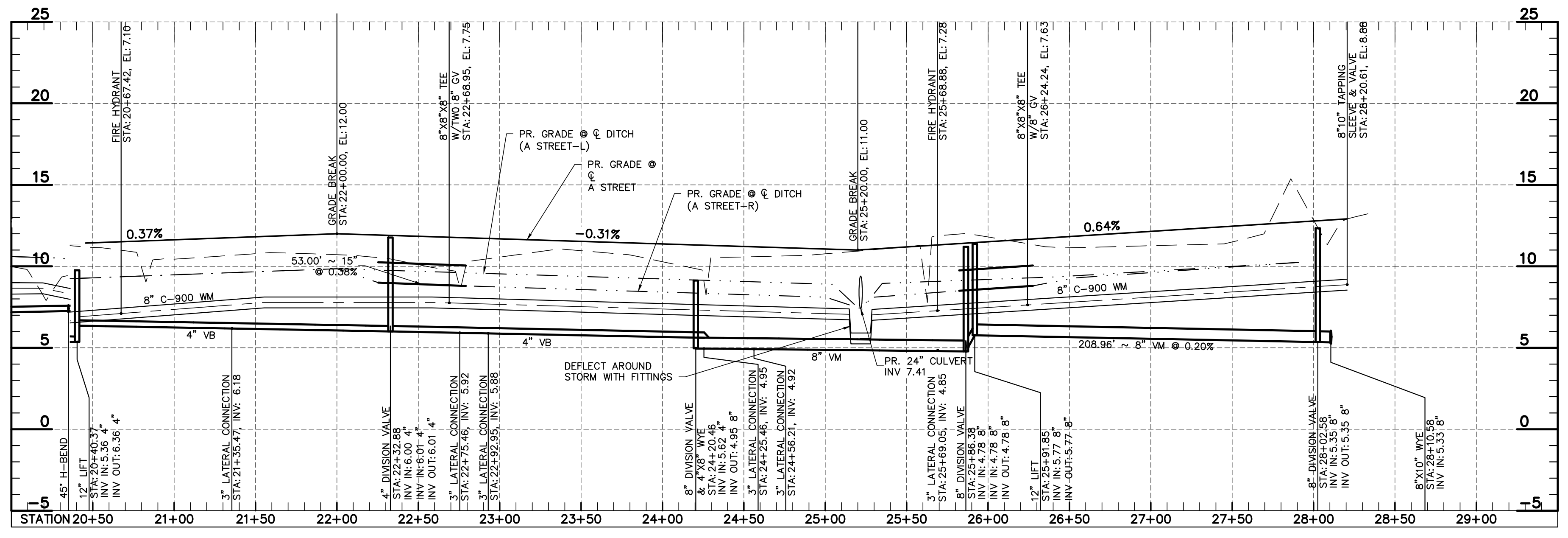
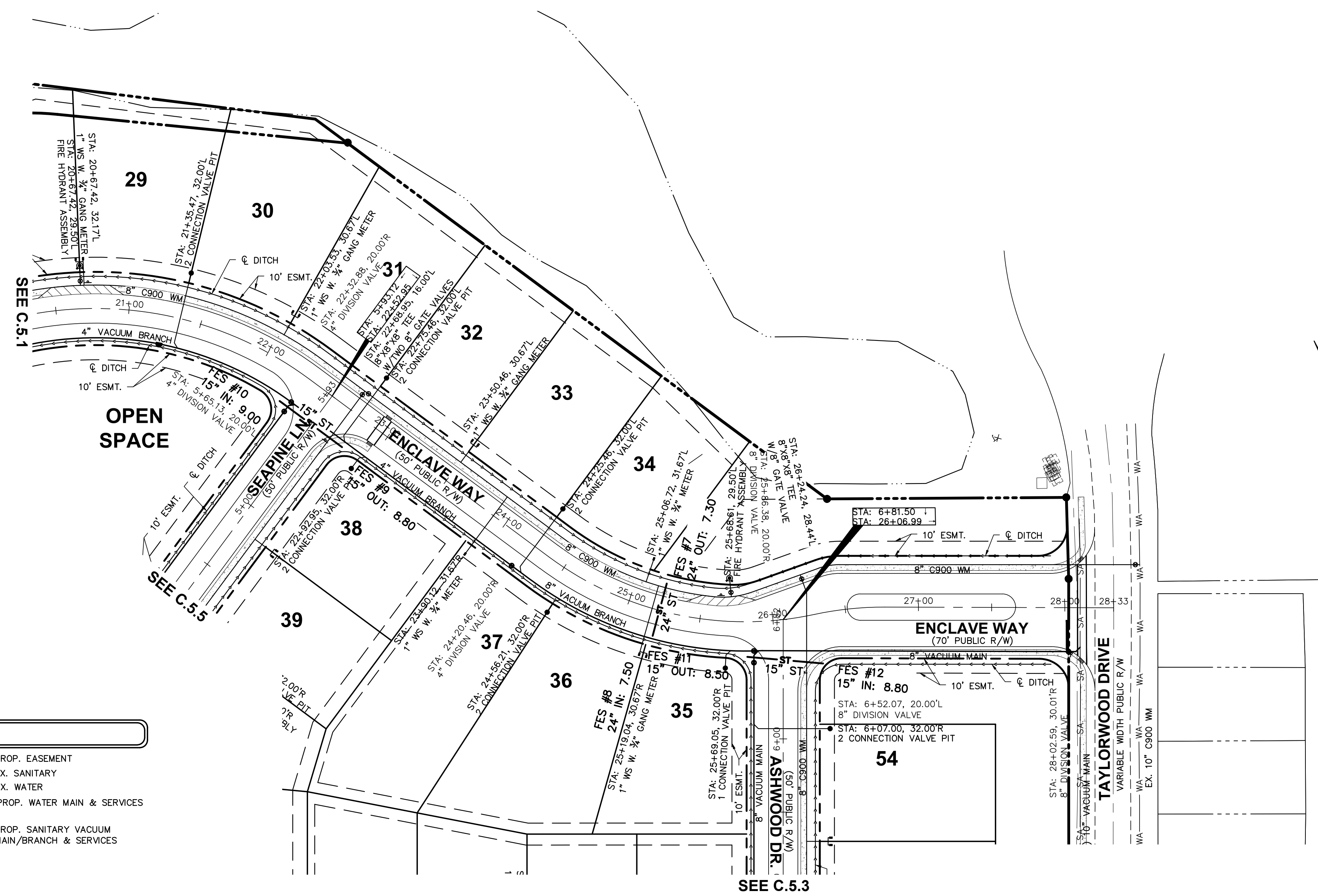
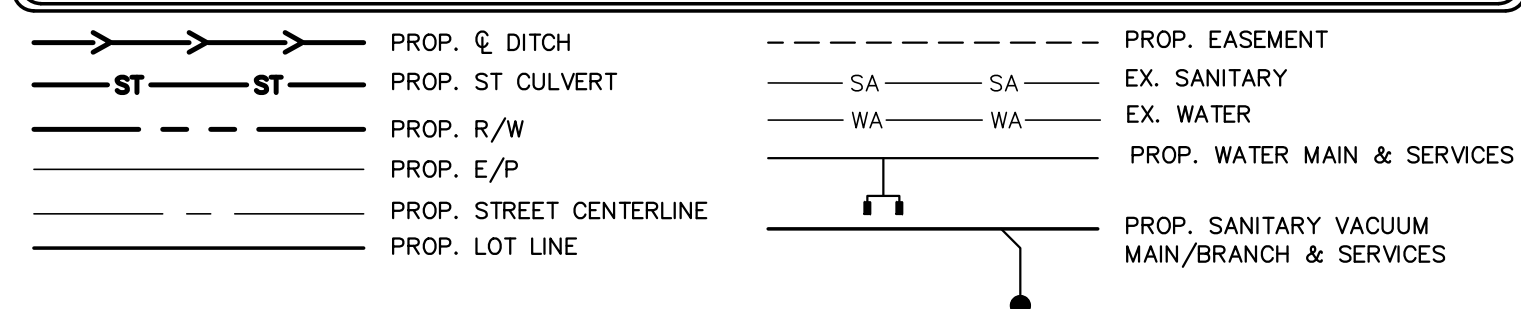
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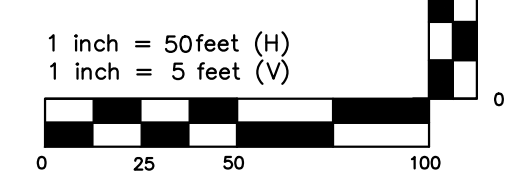
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LEGEND



ENCLAVE WAY



PLAN PREPARED BY:
FIRM # C-2798

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fax 919.336.6177

ENGINEERS SURVEYORS

PLAN PREPARED FOR:

06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARRIETT COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS

PLAN & PROFILE - ENCLAVE WAY

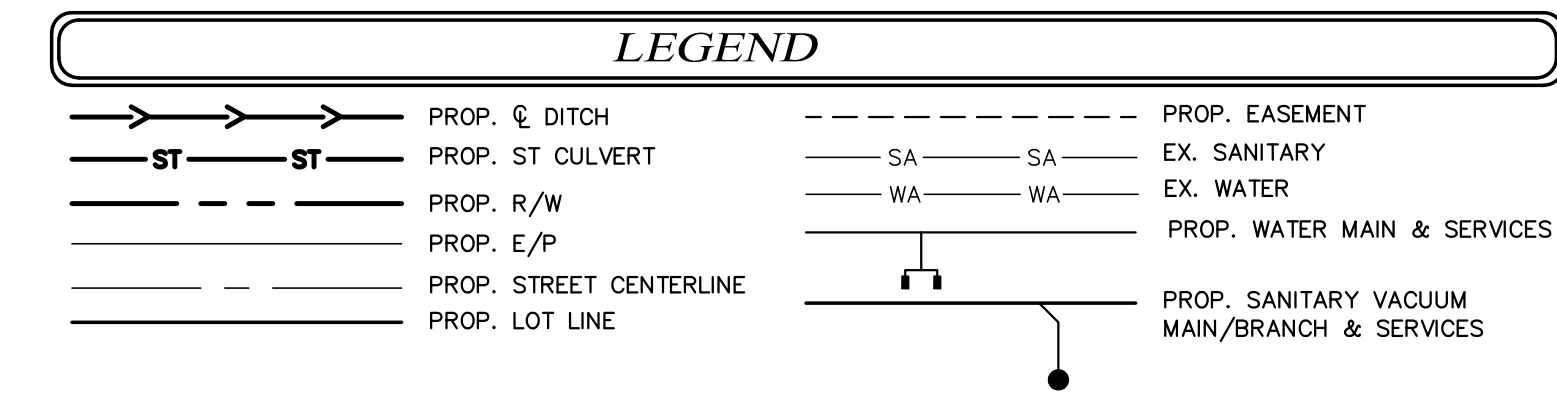
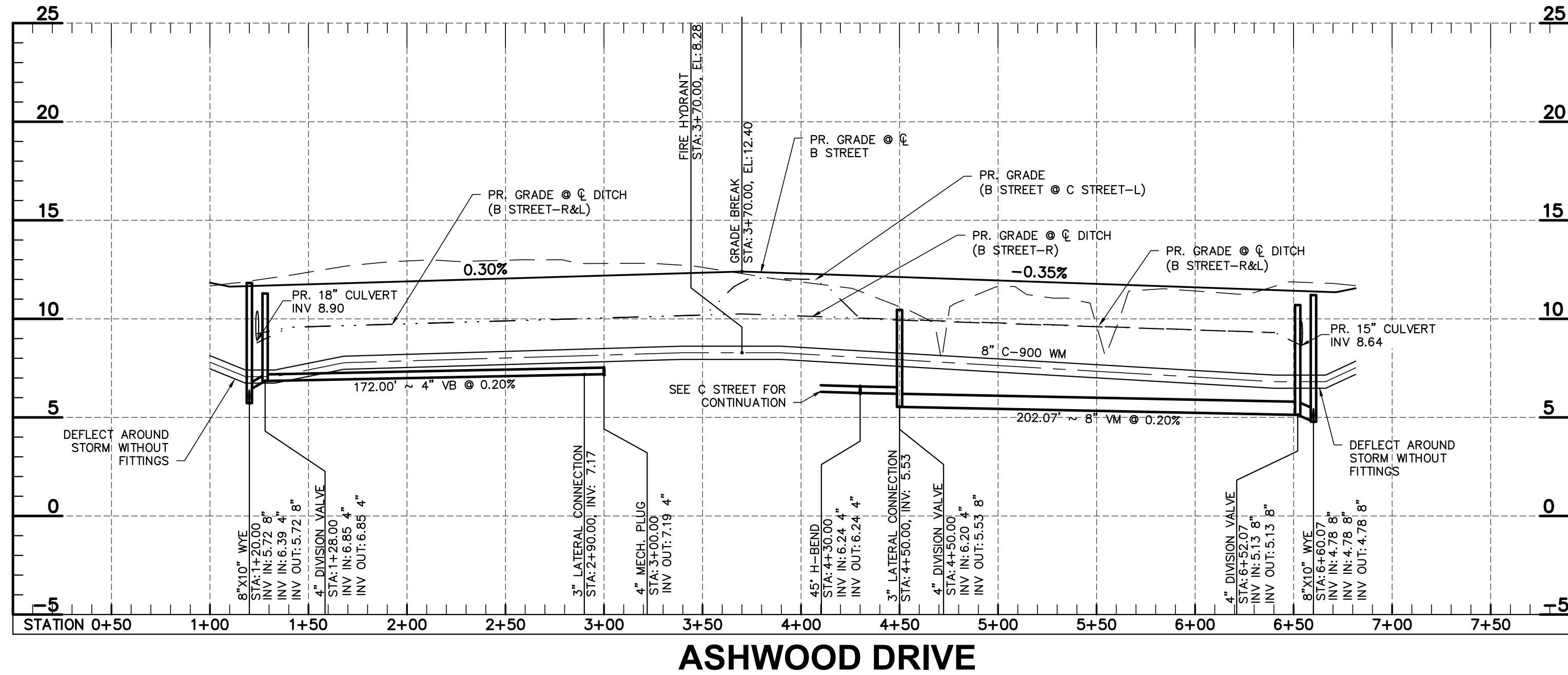
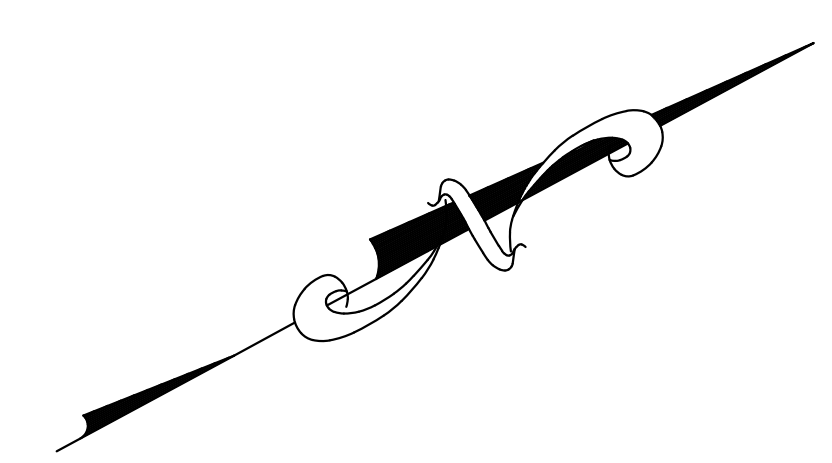
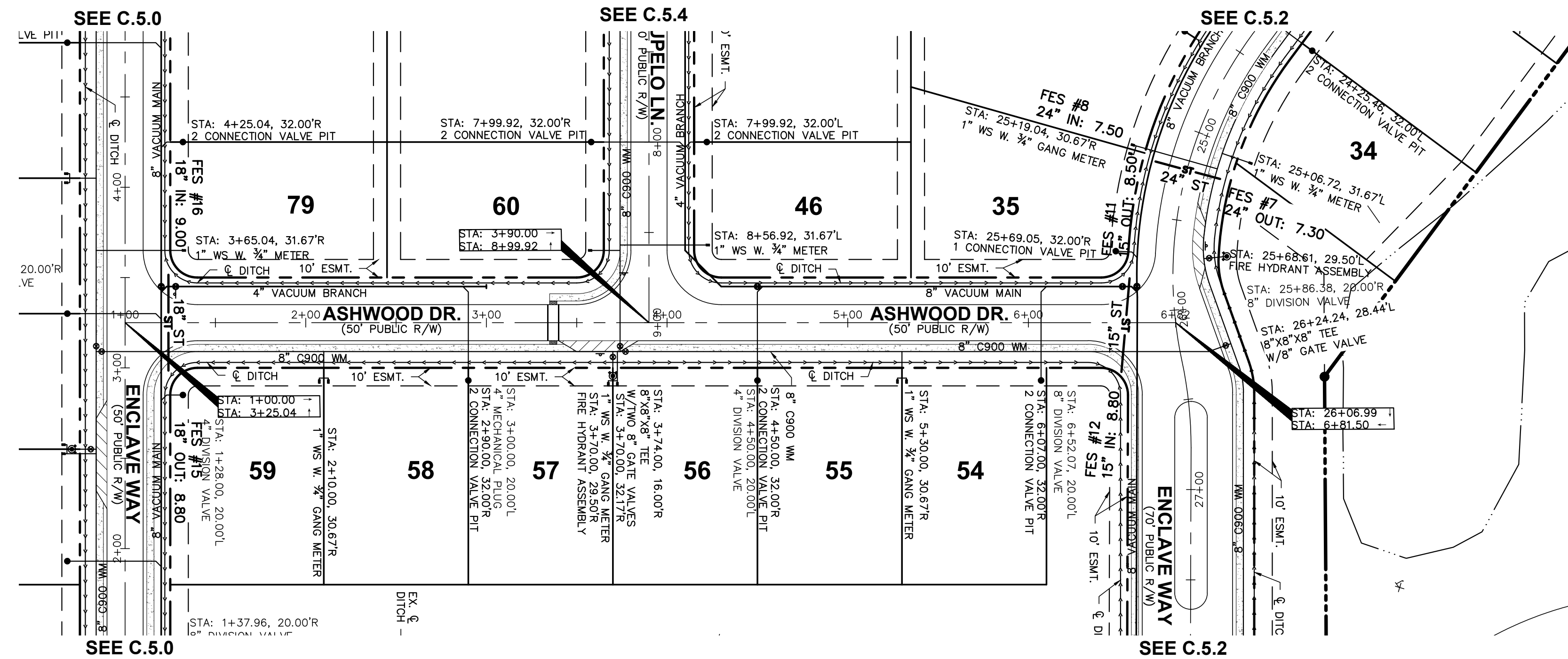
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Date: 06/05/2025
Scale: 1" = 50'
1" = 5 feet (V)

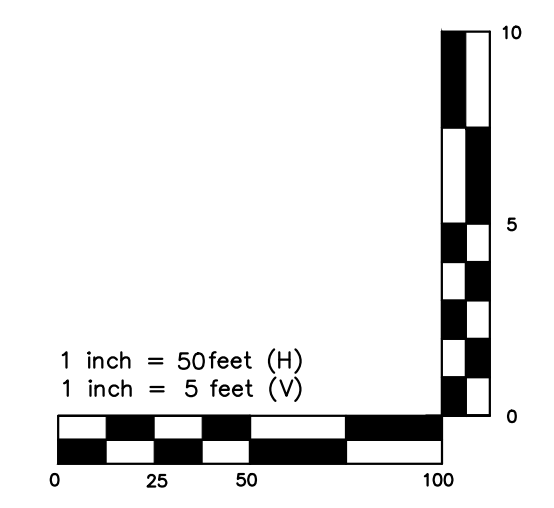
Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.5.2



- GENERAL NOTES**
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PLAN PREPARED BY:
FIRM # C-2798

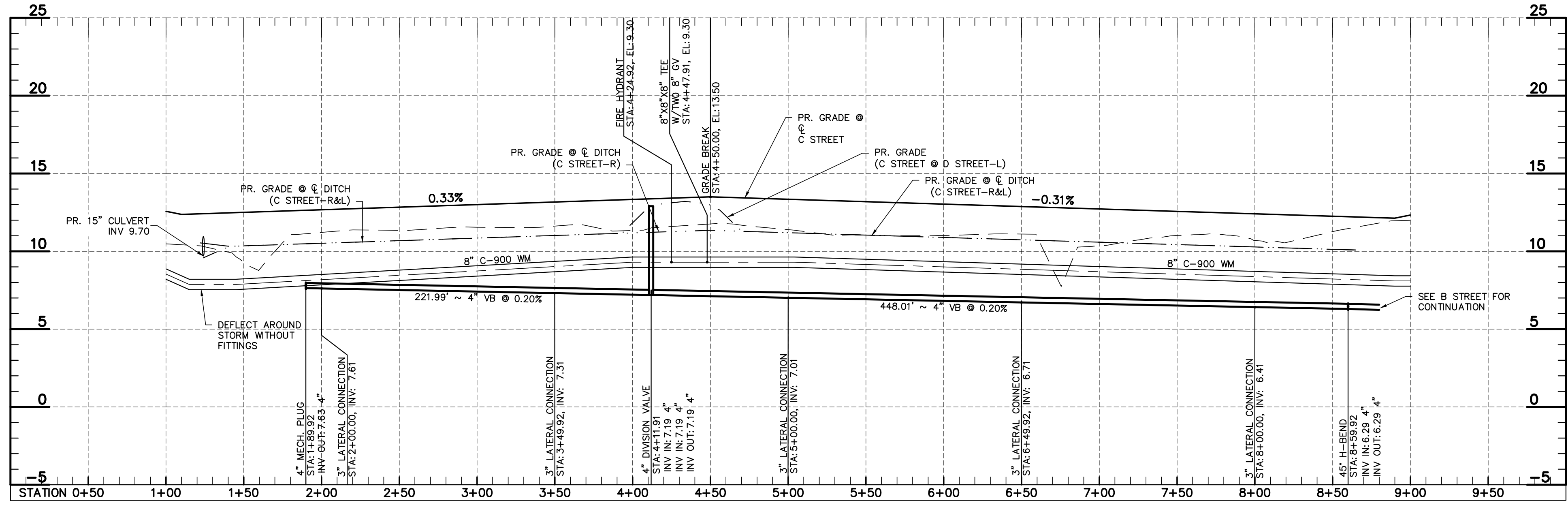
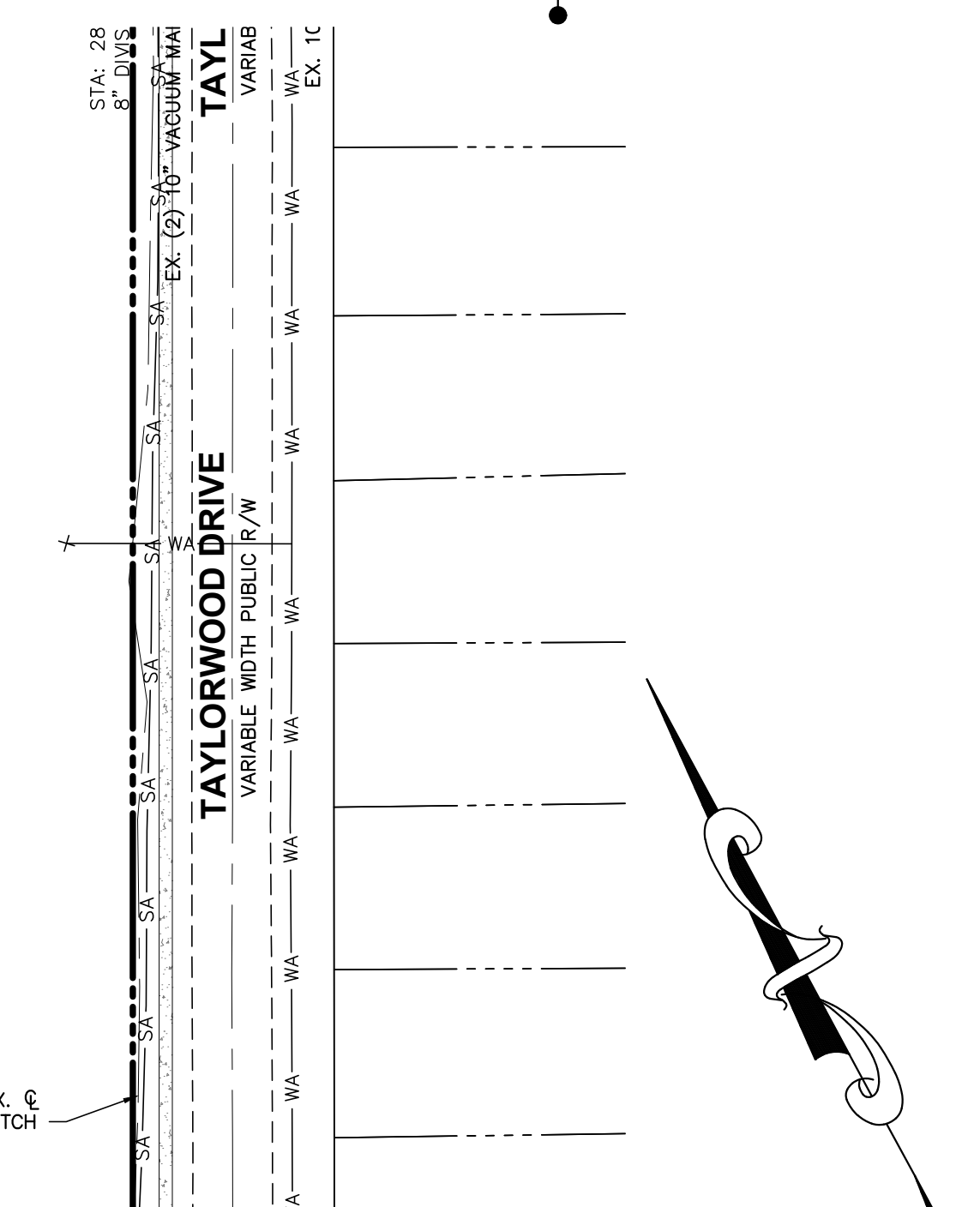
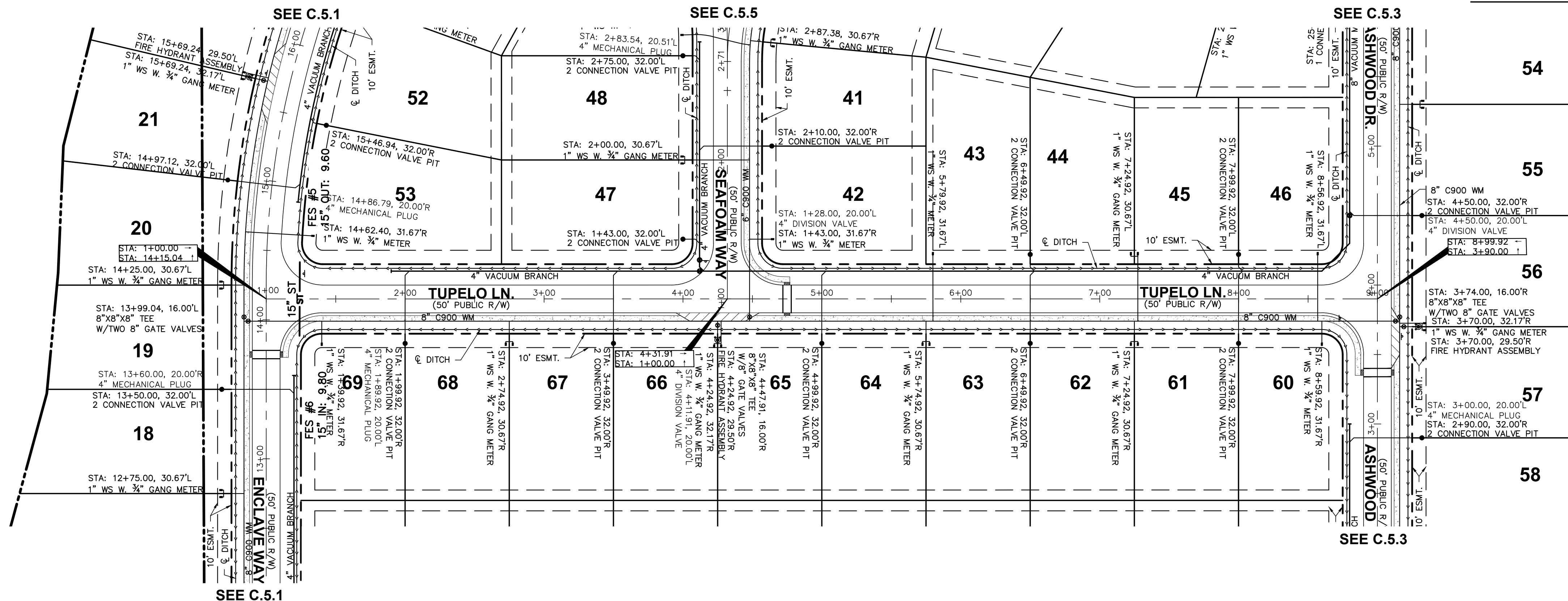
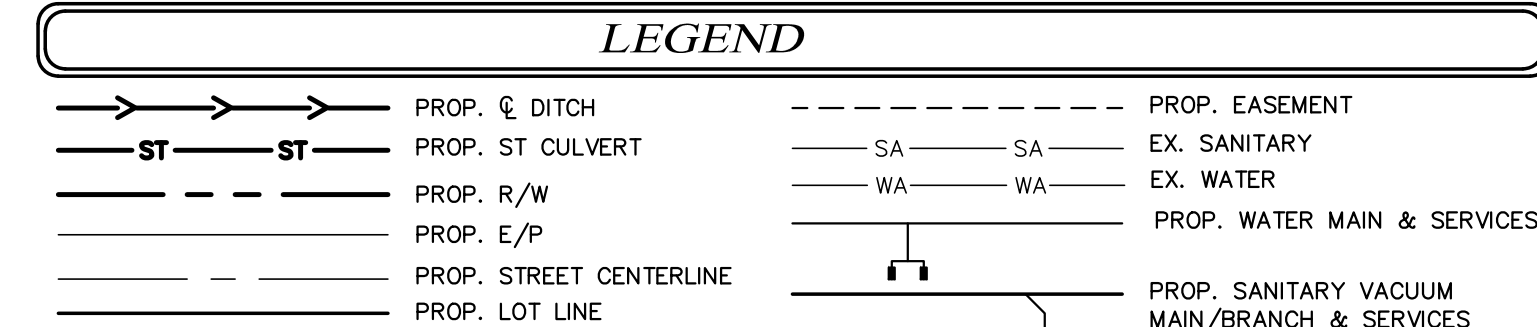
51 Kilmoyne Drive
Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.6127

PLAN PREPARED FOR:

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARRIETT COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
PLAN & PROFILE - ASHWOOD DRIVE

Issue Dates:	02/21/2025: SKETCH PLAN SUBMITTAL
	04/25/2025: SITE CONSTRUCTION SUBMITTAL
	05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
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Date:	06/05/2025
Scale:	H: 1" = 50' V: 1" = 5'
Drawn By:	JLB
Checked By:	JDW
Project Number:	22-0016-742
Drawing Number:	C.5.3



- ### GENERAL NOTES
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PLAN PREPARED BY:
FIRM # C-2798

PLAN PREPARED FOR:

carolinass
dewitt

51 Kilmoyne Drive
Suite 102
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ENGINEERS SURVEYORS

ADVANCED CIVIL DESIGN

SEAL
06/05/2025
KIMBERLY D. WHITMAN

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS

PLAN & PROFILE - TUPEULO LANE

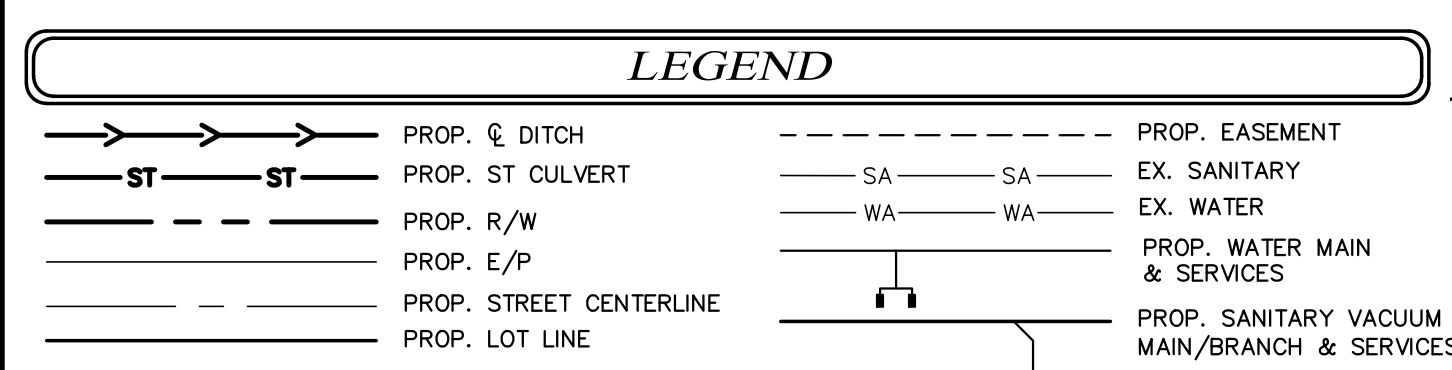
Issue Dates:
02/21/2025: SKETCH PLAN SUBMITTAL
04/25/2025: SITE CONSTRUCTION SUBMITTAL
05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: 1" = 50'
1" = 5 feet (V)

Drawn By: JLB
Checked By: JDW

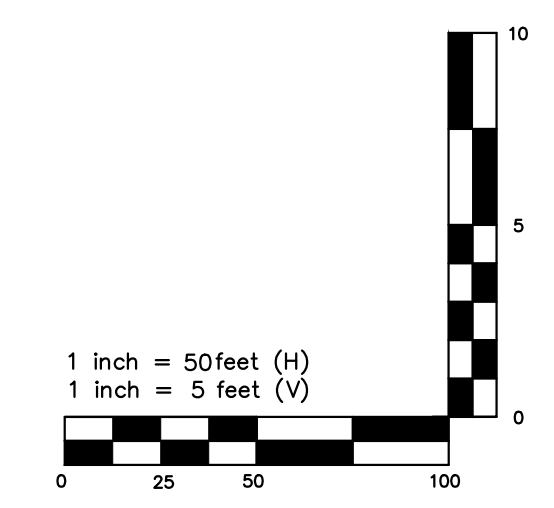
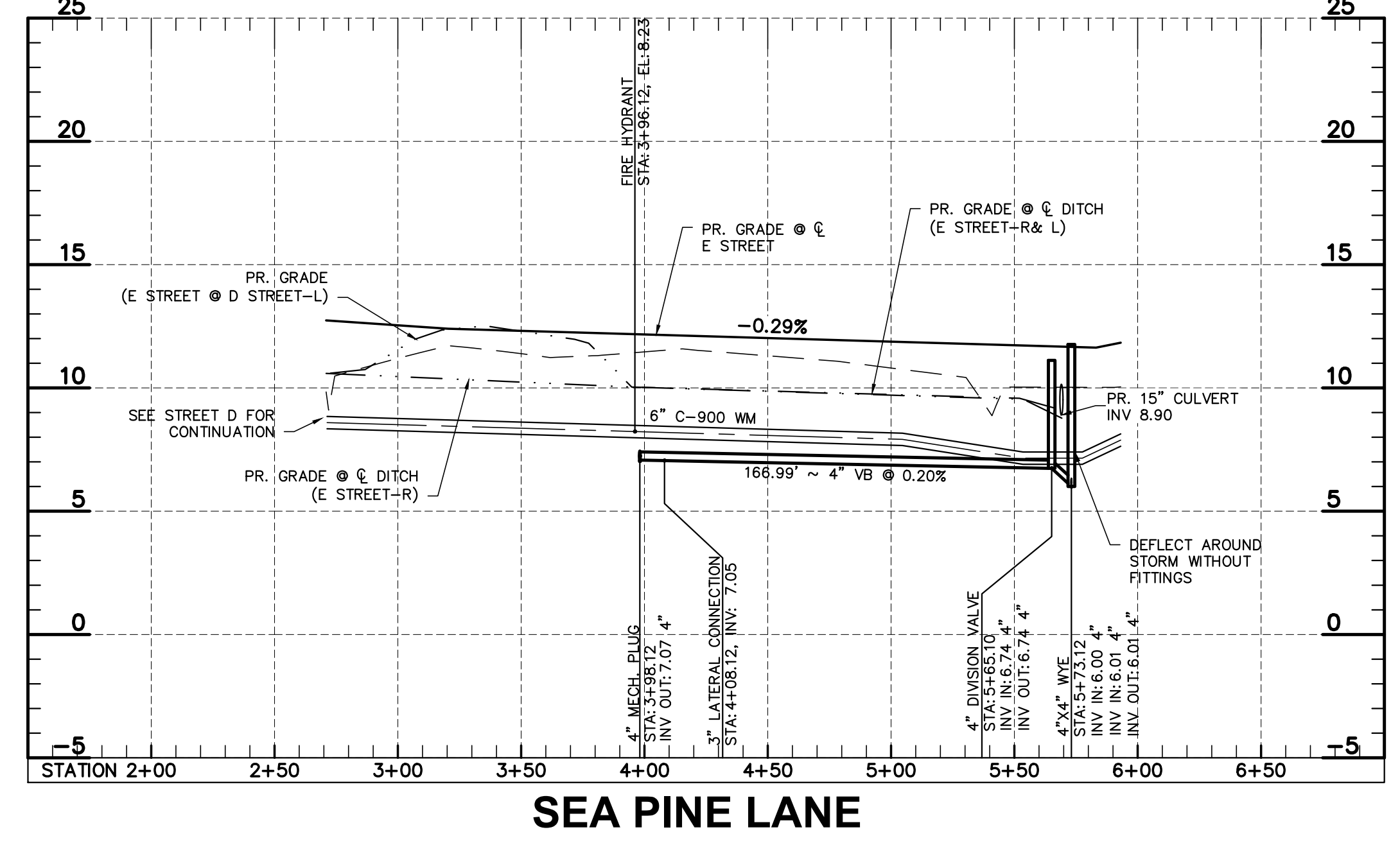
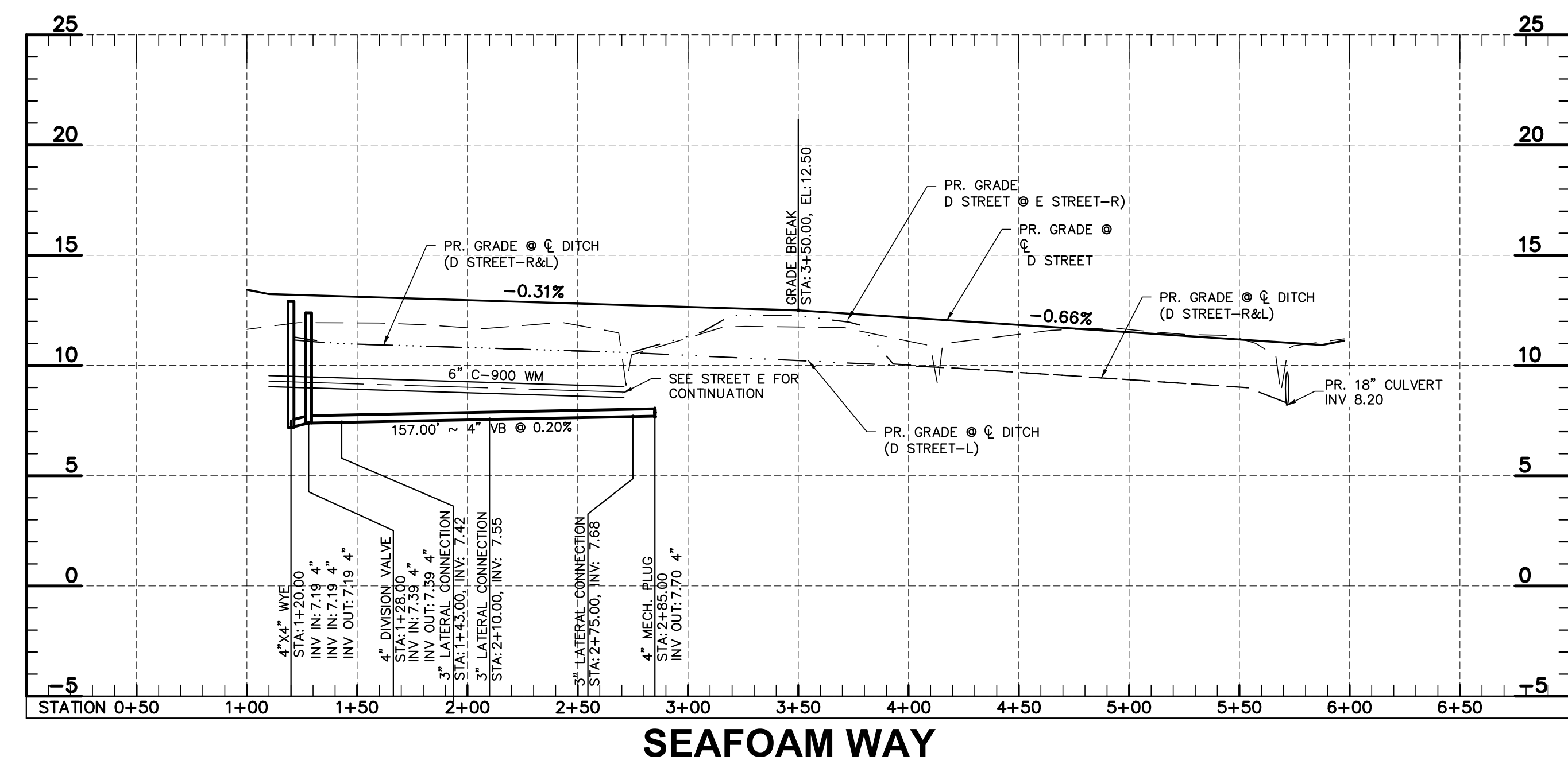
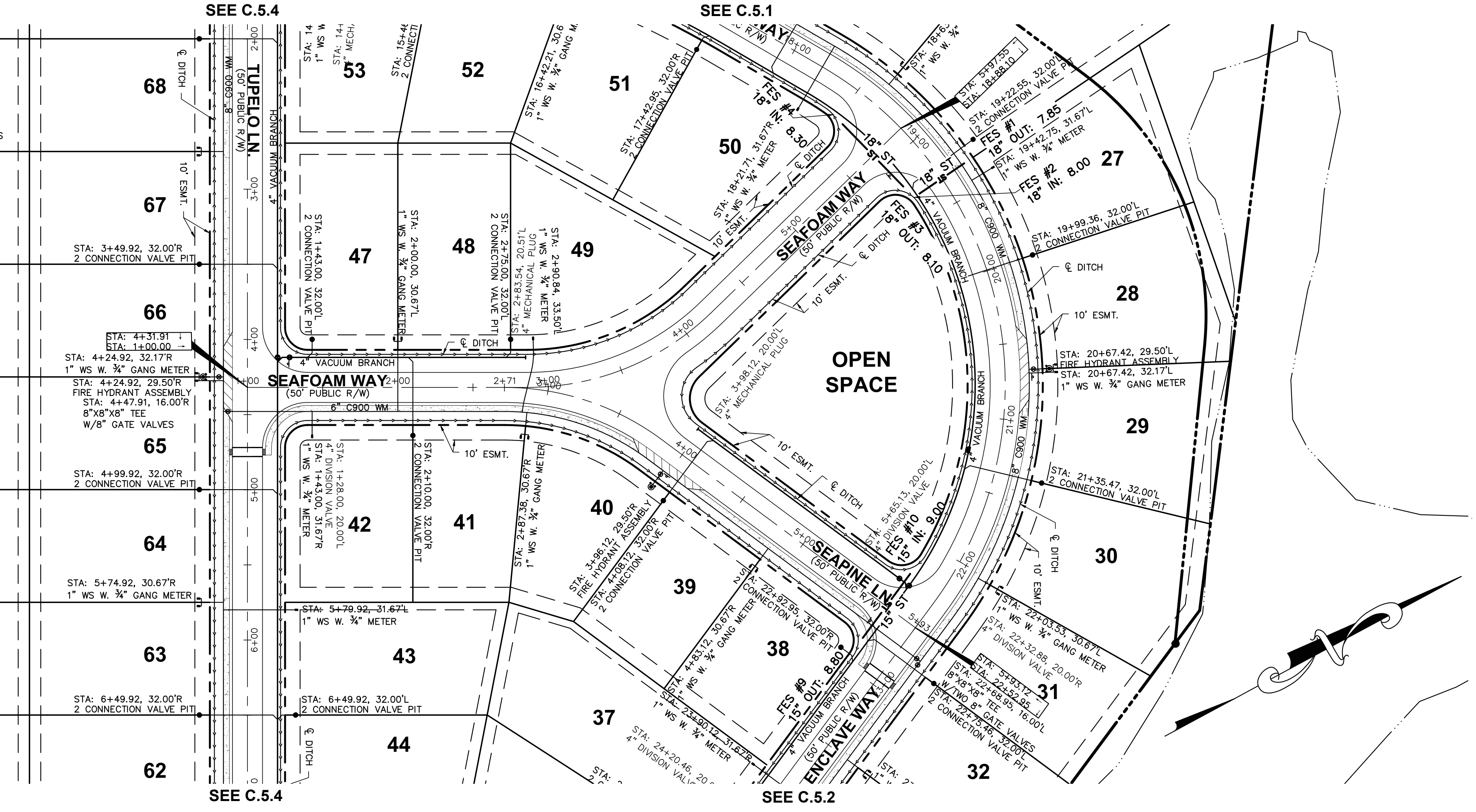
Project Number:
22-0016-742

Drawing Number:
C.5.4



GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF BEAUFORT AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
- CONTACT NC 811 FOR FIELD LOCATION OF UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES TO VERIFY LOCATIONS, DEPTHS, AND ELEVATIONS PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES. ANY DIFFERENCES SHALL BE REPORTED TO THE OWNER, ENGINEER, AND/OR ARCHITECT.
- ALL STREETS SHALL BE PUBLIC.
- ALL UTILITIES SHALL BE UNDERGROUND.
- EACH LOT WILL BE SERVED BY TOWN OF BEAUFORT PUBLIC WATER.
- EACH LOT WILL BE SERVED BY TOWN OF BEAUFORT PUBLIC SANITARY SEWER.
- NCEQ AND NCDOT PERMITS SHALL BE OBTAINED AS APPLICABLE.
- A COMMUNITY ASSOCIATION SHALL OWN AND MAINTAIN ALL OPEN SPACE AREAS AND WILL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING REQUIRED BY THE TOWN OF BEAUFORT LAND DEVELOPMENT ORDINANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- ALL STORM SEWER WITHIN THE RIGHT-OF-WAY SHALL BE REINFORCED CONCRETE PIPE.
- WATERLINE SIX INCHES OR GREATER SHALL BE DUCTILE IRON OR C900 (CLASS 150). WATERLINE LESS THAN SIX INCHES SHALL BE SDR 21. ALL FITTINGS SHALL BE DUCTILE IRON (WITH GRIP RING CONNECTIONS). DUCTILE IRON SHALL BE USED WHERE SEPARATION IS LESS THAN EIGHTEEN INCHES BETWEEN SANITARY SEWER AND WATERLINE. WHERE SEPARATION IS LESS THAN EIGHTEEN INCHES BETWEEN WATERLINE AND STORM SEWER A CONCRETE CRADLE SHALL BE INSTALLED AND SEPARATION SHALL NOT BE LESS THAN SIX INCHES.
- THE VACUUM SANITARY SEWER SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL TOWN OF BEAUFORT PUBLIC WORKS DEPARTMENT, AWWA, AND AIR VAC STANDARDS AND SPECIFICATIONS.



PLAN PREPARED BY:
FIRM # C-2798

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PLAN PREPARED FOR:

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS

PLAN & PROFILE - SEAFOAM & SEAPINE

Issue Dates:
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Date: 06/05/2025
Scale: 1" = 50'
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Drawn By: JLB Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.5.5

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LEGEND

- MAJOR ROUTING PATH
- FINISHED FLOOR ELEVATION
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROP. MAJOR CONTOUR
- PROP. MINOR CONTOUR
- PROP. DITCH
- PROP. ST CULVERT
- PROP. R/W
- PROP. STREET CENTERLINE
- PROP. LOT LINE
- PROP. EASEMENT
- EX. SANITARY
- EX. WATER
- PROP. WATER MAIN & SERVICES
- PROP. SANITARY VACUUM MAIN/BRANCH & SERVICES

STANDARD GRADING NOTES

EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.

EXISTING PERIMETER DITCHES TO BE INSPECTED AND REPAIRED AND/OR CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.

EXISTING CONTOURS SHOWN AT 1 FOOT INTERVALS.

PROPOSED GRADE CONTOURS SHOWN AT 1 FOOT INTERVALS.

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ALL STORM SEWER PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATER TIGHT.

ALL UTILITY STRUCTURES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS, LIDS SHALL BE LABELED.

THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.

CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.

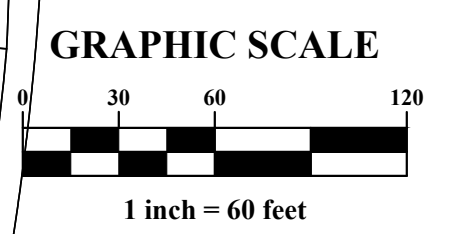
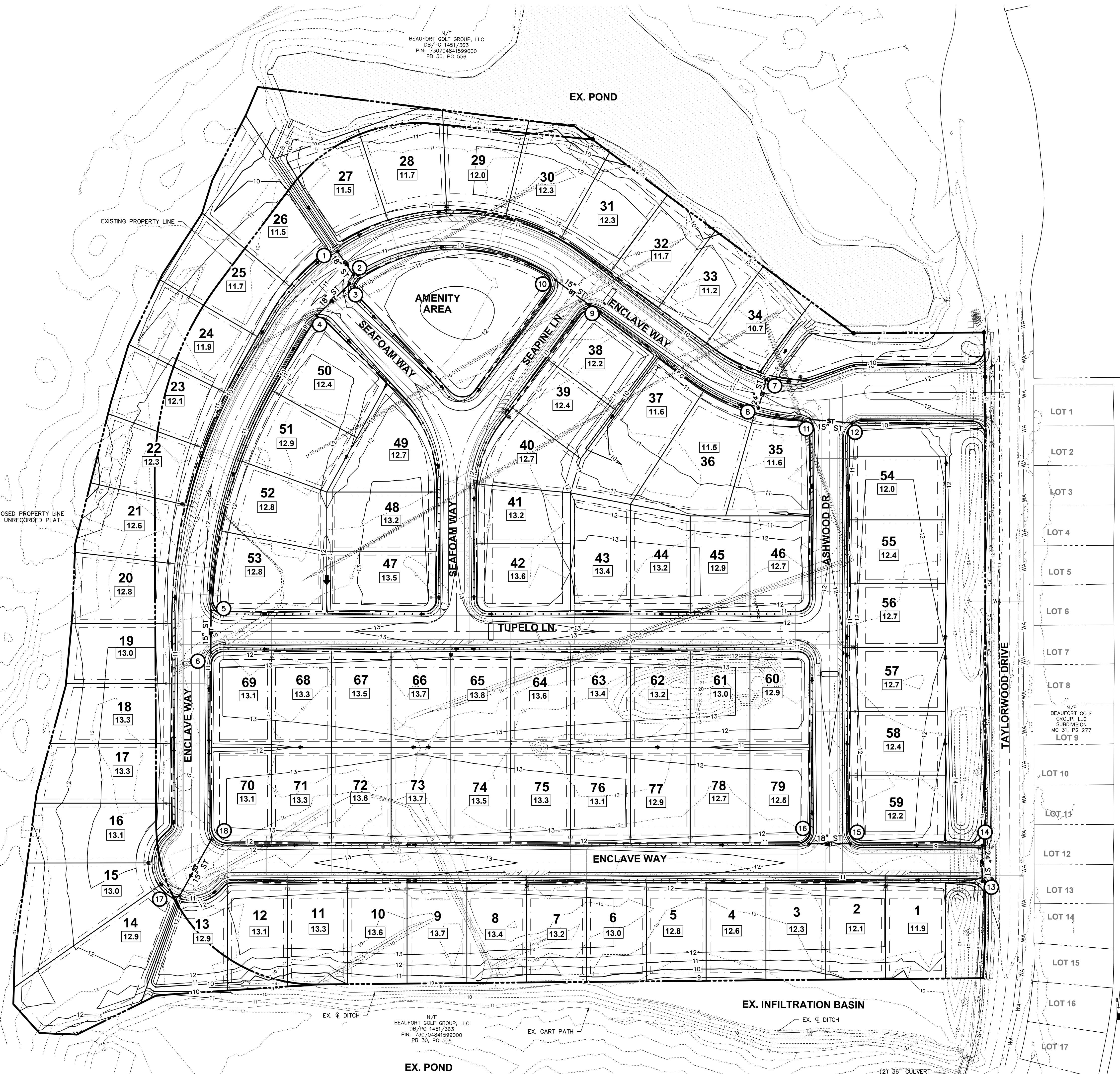
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ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.

ALL SPOT ELEVATIONS SHOWN ARE FINISHED GRADE/TOP OF PAVEMENT UNLESS OTHERWISE NOTED. TOP OF CURB ELEVATIONS DENOTED AS TXXX.XX. TOP OF CASTING ELEVATIONS DENOTED AS TC XXX.XX.

GOLF COURSE

N/F
BEAUFORT GOLF GROUP, LLC
DB/PG 1451/363
PIN: 730704841599000
PB 30, PG 556



PLAN PREPARED BY:
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ADVANCED
CAROLINA
DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

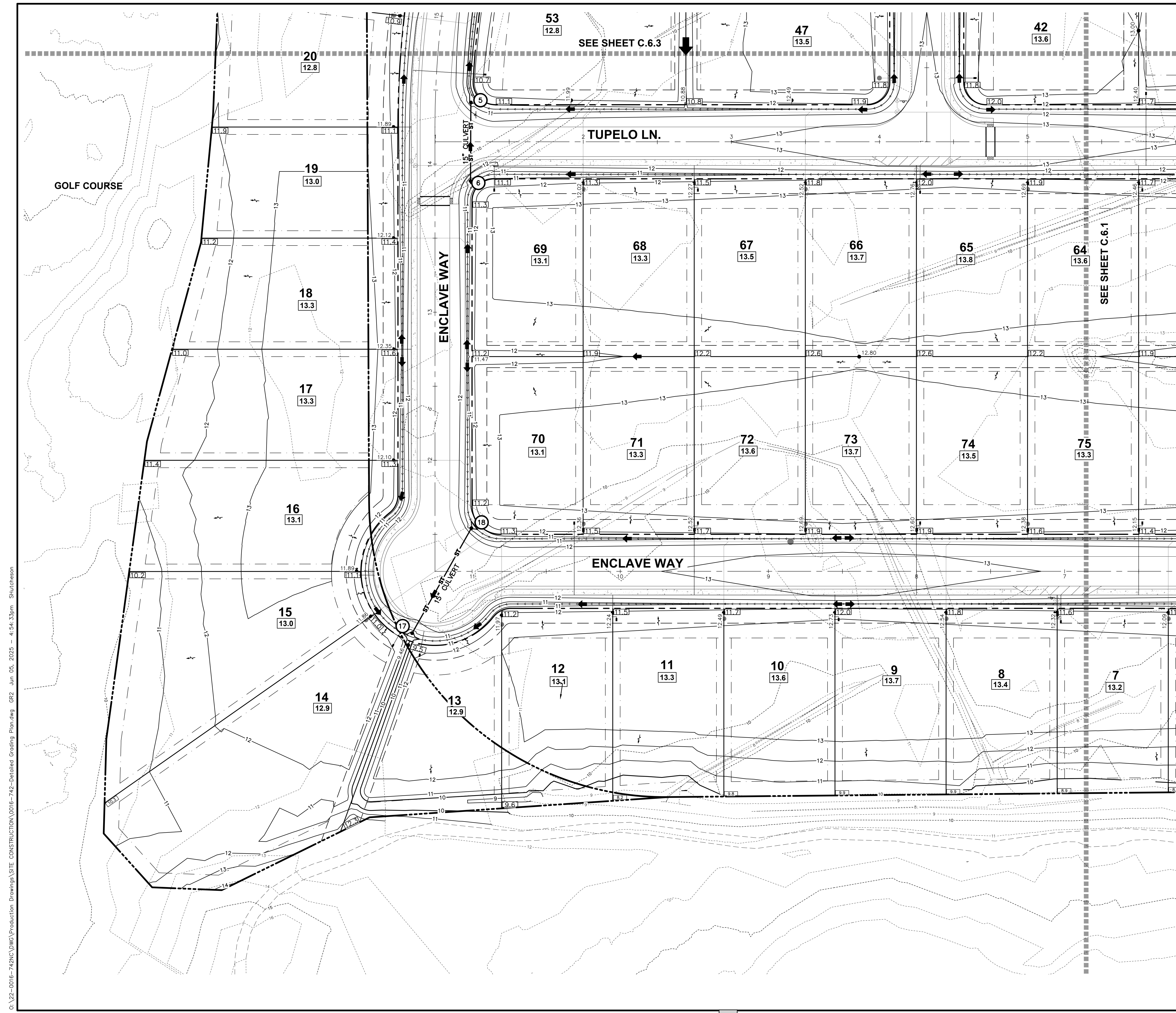
SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
OVERALL GRADING PLAN

Issue Dates:

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06/05/2025:	SITE CONSTRUCTION SUBMITTAL 3

Date:	06/05/2025
Scale:	1" = 60'
Drawn By:	JLB
Checked By:	JDW
Project Number:	22-0016-742
Drawing Number:	C.6.0

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LEGEND

- ➔ MAJOR ROUTING PATH
- ➔ FLOW ARROW
- XX.XX SPOT GRADE ELEVATION
- XX.XX FINISHED FLOOR ELEVATION
- XX.XX PROPERTY CORNER ELEVATION
- G.B. GRADE BREAK
- 875--- EXISTING MAJOR CONTOUR
- 875--- EXISTING MINOR CONTOUR
- 875--- PROP. MAJOR CONTOUR
- 876--- PROP. MINOR CONTOUR
- ➔ PROP. DITCH
- ST ST PROP. ST. CULVERT
- PROP. R/W
- PROP. STREET CENTERLINE
- PROP. LOT LINE
- PROP. EASEMENT
- SA SA EX. SANITARY
- WA WA EX. WATER
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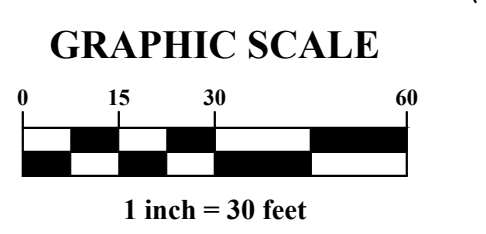
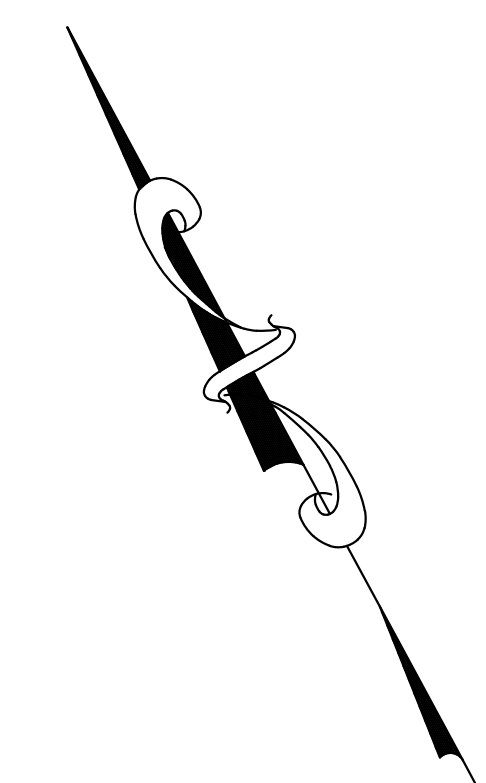
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CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS MAINTAINED BETWEEN ALL LOTS.



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PLAN PREPARED BY:
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ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinas dewitt

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS

GRADING & DRAINAGE PLAN

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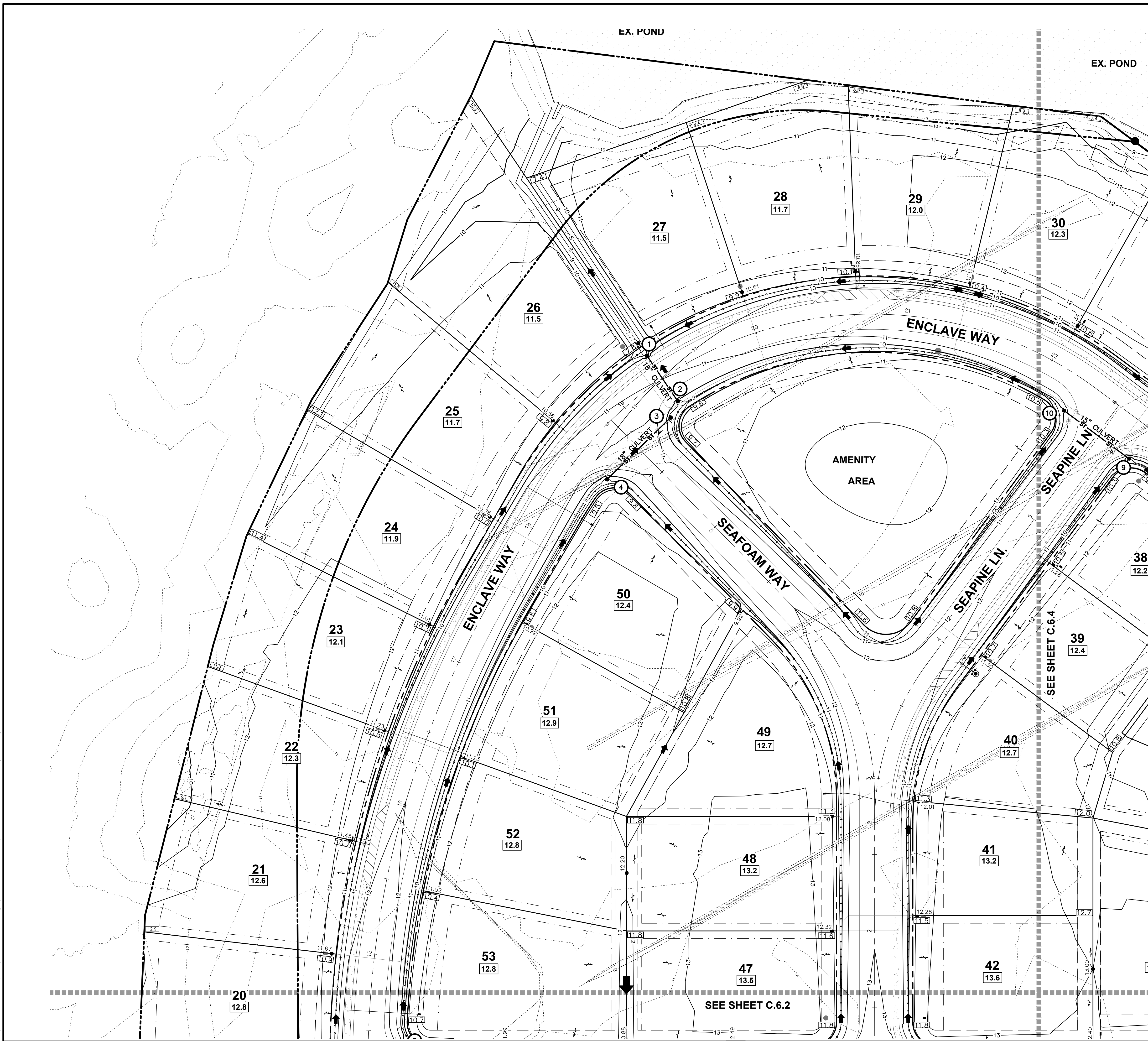
Date: 06/05/2025
Scale: 1" = 30'

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.6.2

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LEGEND

- MAJOR ROUTING PATH
- FLOW ARROW
- SPOT GRADE ELEVATION
- FINISHED FLOOR ELEVATION
- PROPERTY CORNER ELEVATION
- G.B.
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROP. MAJOR CONTOUR
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GRAPHIC SCALE

0 15 30 60

1 inch = 30 feet

8

PLAN PREPARED BY:
FIRM # C-2796

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ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinas dewitt

SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER
KIM D. WHITLOCK
06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTER COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
GRADING & DRAINAGE PLAN

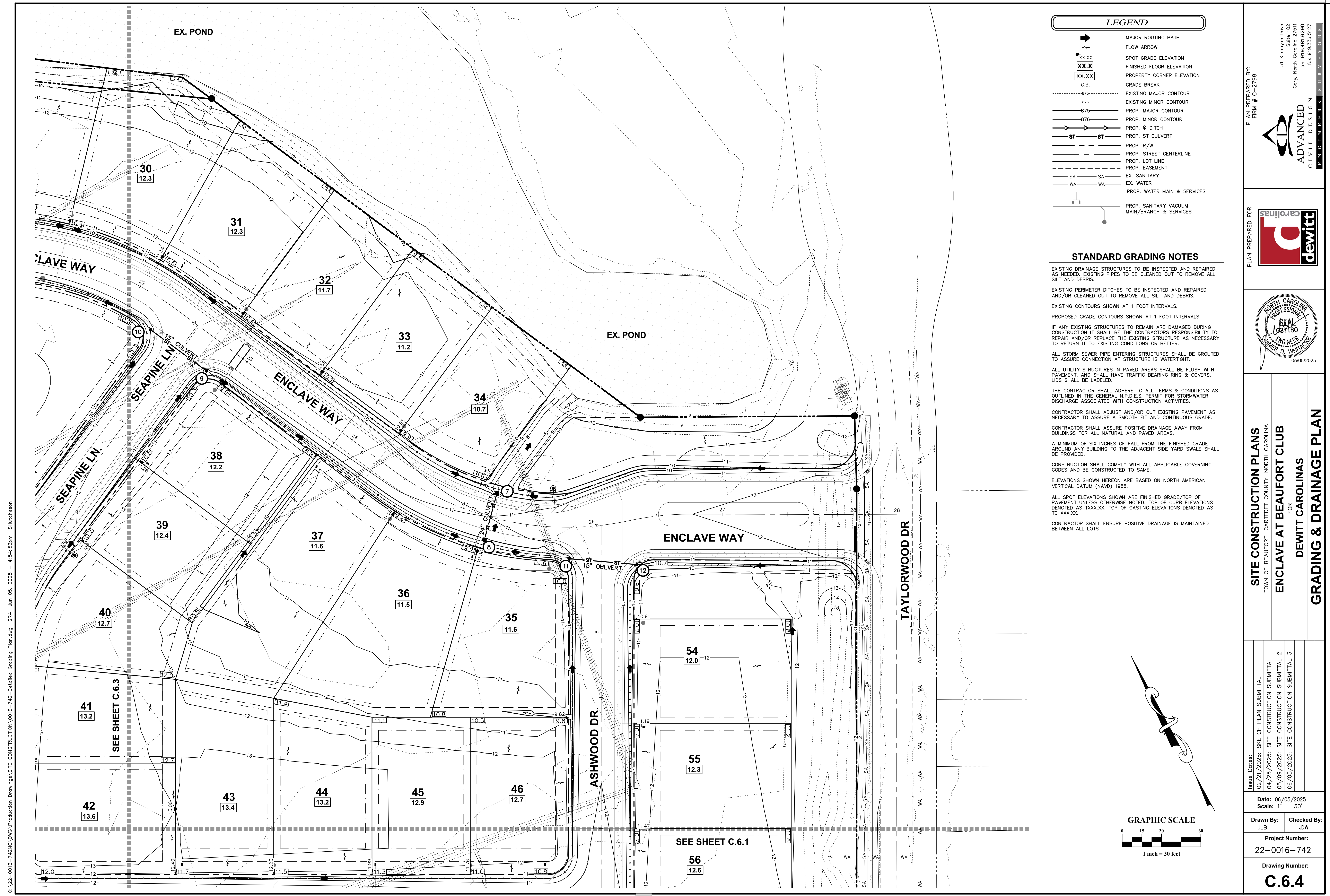
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06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: 1" = 30'

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.6.3



LEGEND

- ➔ MAJOR ROUTING PATH
- ➔ FLOW ARROW
- XX.XX SPOT GRADE ELEVATION
- XX.XX FINISHED FLOOR ELEVATION
- XX.XX PROPERTY CORNER ELEVATION
- G.B. GRADE BREAK
- EXISTING MAJOR CONTOUR
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- 875 PROP. MAJOR CONTOUR
- 876 PROP. MINOR CONTOUR
- ➔ PROP. 6" DITCH
- ST ST PROP. ST CULVERT
- PROP. R/W
- PROP. STREET CENTERLINE
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- SA SA EX. SANITARY
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GRAPHIC SCALE

1 inch = 30 feet

PLAN PREPARED BY:
FIRM # C-2796

51 Kilmayne Drive
Suite 102
Cary, North Carolina 27511
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fax 919.336.5127

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinas dewitt

NORTH CAROLINA PROFESSIONAL SEAL
06/05/2025
KIMES D. WHITMORE

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTER COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
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Drawing Number:	C.6.4

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MISCELLANEOUS NOTES

Areas calculated by coordinate geometry. All distances are horizontal ground distances.
 Basis of Bearing NC GRID 1983, 2011 Adjustment Horizontal Datum.
 Boundary information shown hereon was prepared from an actual field survey and from existing records as referenced hereon.
 There is no observable evidence of this site being used as a solid waste dump, barge or any kind of sanitary land fill.
 Party walls with relation to adjoining properties were not observed.
 At the time of survey there was no observable evidence of recent earthmoving work, building construction or building additions.
 At the time of the survey was no observable evidence or provided information on proposed changes in street right-of-way lines.
 This survey does not include nor depict any environmental evaluations by this office. At the time of the survey no evidence of wetlands were observed.

Any locations of underground utilities shown hereon are based upon visible above ground structures and/or record drawings provided to the surveyor. Locations of underground utility lines and structures may vary from locations shown hereon. Additional buried utility lines and structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.

Coordinates shown on this plot were derived by Real Time Network (RTN) Global Positioning System (GPS). This results in NAD 1983, 2011 Adjustment (CORS 96) using the continually operating reference stations (CORS) maintained by the North Carolina Geodetic Survey, Class A Survey, 0.033 feet positional accuracy, VRS Field Procedure, Geoid 18.

FLOOD NOTE

By graphic plotting, this property is located in Zone "X" (Areas determined to be outside of the 100-year flood plain) by the Federal Emergency Agency on Flood Insurance Rate Map, Community Panel No. 3720730700J, with an effective date of July 16, 2003, in Carteret County, North Carolina. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

STATEMENT OF ENCROACHMENTS

None apparent.

LIMITS OF DISTURBANCE
25.3 ACRES

EROSION CONTROL NOTES:

- PRIOR TO THE COMMENCEMENT OF ANY NEW LAND DISTURBING ACTIVITIES, ALL EROSION AND SEDIMENTATION CONTROL MEASURES IDENTIFIED ON THIS PLAN SHALL BE INSTALLED IN ACCORDANCE WITH THIS PLAN.
- PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL HAVE THE APPROPRIATE UNDERGROUND UTILITIES LOCATED.
- THE CONTRACTOR SHALL ENSURE THAT AREAS OUTSIDE OF THE LIMITS OF LAND DISTURBING AS WELL AS EXISTING IMPROVEMENTS SPECIFICALLY NOTE FOR PROTECTION ARE NOT ADVERSELY IMPACTED BY ANY CLEARING ACTIVITIES.
- EXPOSED SIDE SLOPS SHALL BE PLANTED OR PROVIDED WITH TEMPORARY GROUND COVER SUFFICIENT TO CONTROL EROSION WITHIN 15 WORKING DAYS OR 30 CALENDAR DAYS OF COMPLETION OF GRADING.
- IF EXCESSIVE WIND EROSION OR STORM WATER RUNOFF DEVELOPS DURING THE TIME OF CONSTRUCTION IN ANY LOCATION ON THE PROJECT SITE, ADDITIONAL SAND OR SILT FENCING SHALL BE INSTALLED AS DIRECTED BY ENGINEER.
- SOIL EROSION AND SEDIMENTATION CONTROLS TO BE INSPECTED, MAINTAINED, AND REPAIRED AS NECESSARY. THIS SHALL BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR OR OTHER ASSIGNEES AS DEEMED APPROPRIATE BY THE OWNER.
- ADDITIONAL SILT FENCING SHALL BE PROVIDED WHERE DISTURBANCE IS NECESSARY WITHIN 25' OF ANY AREA FOUND TO BE CLASSIFIED AS 404 WETLANDS, AS DIRECTED BY THE ENGINEER.

LEGEND

- Iron Pipe Found
- ⊗ PK Nail Found
- ⊗ RR Spike Found
- ⊗ Monument Box
- ⊗ Sign
- ⊗ Catch Basin
- ⊗ Curb Inlet W / Grate
- ⊗ Water Meter
- ⊗ Utility Line Marker
- Iron Pin Set
- ⊗ PK Nail Set
- ⊗ Calculated Point
- ⊗ Monument
- ⊗ Utility Pole (PP)
- ⊗ Fire Hydrant
- ⊗ Water Valve
- ⊗ Telecom Pedestal
- ⊗ Electric Box Flush
- Sanitary Cleanout
- Treeline
- OHE Overhead Electric
- ST Storm Sewer
- SA Sanitary Sewer
- WA Waterline
- X — X — Fence Line
- — Easement Line
- — Buffer/Setback
- — Right of Way
- — Boundary Line
- — Telecom Line
- G — G — Gas Line
- SF — SF — SILT FENCE
- S/TP — S/TP — SILT & TREE PROTECTION FENCE
- TPF — TPF — TREE PROTECTION FENCE
- LOD — LOD — LIMITS OF DISTURBANCE
- — — — — TEMPORARY DIVERSION DITCH/BERM

SKIMMER BASIN #1

DRAINAGE AREA = 8.007 ACRES
 DISTURBED AREA = 8.007 ACRES
 STORAGE VOL. REQD = (8.007*1800) = 14,413 CF
 STORAGE VOL. PROV = 14,948 CF

TRAP EFFICIENCY
 SURFACE AREA, AC ≥ (325)*Q25, CFS
 Q25 = CIA
 = (0.10)(9.96)(8.007)
 = 7.975 CFS
 SURFACE AREA REQUIRED: (325)*(7.975)
 = 2,592 SF
 SURFACE AREA PROVIDED: 4,165 SF

BASIN IS SIZED FOR ANNUAL CLEANOUT

STORAGE DIMENSIONS
 INTERIOR SIDE SLOPES: 3:1
 EXTERIOR SIDE SLOPES: 3:1
 BOTTOM ELEVATION: 7.5
 BOTTOM AREA: 6,365 SF
 TOP AREA: 8,628 SF
 DEPTH OF STORAGE: 2.0 FT
 VOLUME PROVIDED: 14,498 CF
 BERM ELEVATION: 10.0
 BERM WIDTH: 6 FT
 SPILLWAY ELEV: 9.5

FAIRCLOTH SKIMMER SPECIFICATIONS:
 VOLUME REQUIRED = 14,948 CF
 SKIMMER SIZE = 2.5 INCHES
 DRAW DRAWDOWN TIME = 3 DAYS
 ORIFICE RADIUS = 1.1 INCHES
 ORIFICE DIAMETER = 2.2 INCHES

SKIMMER BASIN #2

DRAINAGE AREA = 7.298 ACRES
 DISTURBED AREA = 7.298 ACRES
 STORAGE VOL. REQD = (7.298*1800) = 13,136 CF
 STORAGE VOL. PROV = 13,911 CF

TRAP EFFICIENCY
 SURFACE AREA, AC ≥ (325)*Q25, CFS
 Q25 = CIA
 = (0.10)(9.96)(7.298)
 = 7,269 CFS
 SURFACE AREA REQUIRED: (325)*(7,269)
 = 2,362 SF
 SURFACE AREA PROVIDED: 6,264 SF

BASIN IS SIZED FOR ANNUAL CLEANOUT

STORAGE DIMENSIONS
 INTERIOR SIDE SLOPES: 3:1
 EXTERIOR SIDE SLOPES: 3:1
 BOTTOM ELEVATION: 7.5
 BOTTOM AREA: 3,130 SF
 TOP AREA: 5,264 SF
 DEPTH OF STORAGE: 3.0 FT
 VOLUME PROVIDED: 13,911 CF
 BERM ELEVATION: 11.0
 BERM WIDTH: 6 FT
 SPILLWAY ELEV: 10.5

FAIRCLOTH SKIMMER SPECIFICATIONS:
 VOLUME REQUIRED = 13,911 CF
 SKIMMER SIZE = 2.5 INCHES
 DRAW DRAWDOWN TIME = 3 DAYS
 ORIFICE RADIUS = 1.1 INCHES
 ORIFICE DIAMETER = 2.2 INCHES

SKIMMER BASIN #3

DRAINAGE AREA = 6.891 ACRES
 DISTURBED AREA = 6.891 ACRES
 STORAGE VOL. REQD = (6.891*1800) = 12,404 CF
 STORAGE VOL. PROV = 12,671 CF

TRAP EFFICIENCY
 SURFACE AREA, AC ≥ (325)*Q25, CFS
 Q25 = CIA
 = (0.10)(9.96)(6.891)
 = 6,863 CFS
 SURFACE AREA REQUIRED: (325)*(6,863)
 = 2,231 SF
 SURFACE AREA PROVIDED: 5,455 SF

BASIN IS SIZED FOR ANNUAL CLEANOUT

STORAGE DIMENSIONS
 INTERIOR SIDE SLOPES: 3:1
 EXTERIOR SIDE SLOPES: 3:1
 BOTTOM ELEVATION: 9.5
 BOTTOM AREA: 3,091 SF
 TOP AREA: 5,455 SF
 DEPTH OF STORAGE: 3.0 FT
 VOLUME PROVIDED: 12,671 CF
 BERM ELEVATION: 12.0
 BERM WIDTH: 6 FT
 SPILLWAY ELEV: 11.5

FAIRCLOTH SKIMMER SPECIFICATIONS:
 VOLUME REQUIRED = 12,671 CF
 SKIMMER SIZE = 2.5 INCHES
 DRAW DRAWDOWN TIME = 3 DAYS
 ORIFICE RADIUS = 1.0 INCHES
 ORIFICE DIAMETER = 2.1 INCHES

SKIMMER BASIN #4

DRAINAGE AREA = 3.517 ACRES
 DISTURBED AREA = 3.517 ACRES
 STORAGE VOL. REQD = (3.517*1800) = 6,331 CF
 STORAGE VOL. PROV = 6,868 CF

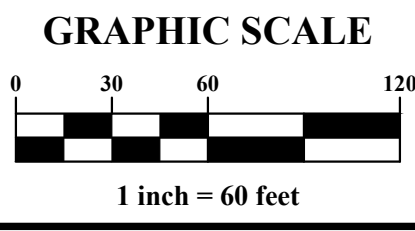
TRAP EFFICIENCY
 SURFACE AREA, AC ≥ (325)*Q25, CFS
 Q25 = CIA
 = (0.10)(9.96)(3.517)
 = 3,503 CFS
 SURFACE AREA REQUIRED: (325)*(3,503)
 = 1,138 SF
 SURFACE AREA PROVIDED: 4,142 SF

BASIN IS SIZED FOR ANNUAL CLEANOUT

STORAGE DIMENSIONS
 INTERIOR SIDE SLOPES: 3:1
 EXTERIOR SIDE SLOPES: 3:1
 BOTTOM ELEVATION: 9.5
 BOTTOM AREA: 2,887 SF
 TOP AREA: 4,142 SF
 DEPTH OF STORAGE: 2.0 FT
 VOLUME PROVIDED: 6,868 CF
 BERM ELEVATION: 12.0
 BERM WIDTH: 6 FT
 SPILLWAY ELEV: 11.5

FAIRCLOTH SKIMMER SPECIFICATIONS:
 VOLUME REQUIRED = 6,868 CF
 SKIMMER SIZE = 2.0 INCHES
 DRAW DRAWDOWN TIME = 3 DAYS
 ORIFICE RADIUS = 0.8 INCHES
 ORIFICE DIAMETER = 1.6 INCHES

- CONSTRUCTION SEQUENCE:**
- OBTAIN NCDEQ APPROVAL
 - INSTALL PROTECTION FENCING AND STAKE WORK LIMITS.
 - HOLD PRE-CONSTRUCTION MEETING
 - INSTALL CONSTRUCTION ENTRANCE.
 - PRIOR TO STARTING WORK WITHIN A SPECIFIED DRAINAGE AREA:
 - INSTALL APPLICABLE SKIMMER BASINS
 - INSTALL TEMPORARY DIVERSION DITCHES AND BERMS.
 - DEMOLISH EXISTING DITCHES AND VEGETATION
 - COMMENCE EARTHWORK
 - SEED, FERTILIZE AND WATER DISTURBED AREA TO STABILIZE.



PLAN PREPARED BY:
 FIRM # C-2798

51 Kilmoyne Drive
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 Cary, North Carolina 27511
 ph 919.481.6290
 fax 919.336.6171

ADVANCED
 CIVIL DESIGN
 ENGINEERS & SURVEYORS

PLAN PREPARED FOR:
 carolinas
dewitt

SEAL
 06/05/2025
 NORTH CAROLINA PROFESSIONAL ENGINEER
 JAMES D. WHITAKER

SITE CONSTRUCTION PLANS
 TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
 FOR
DEWITT CAROLINAS
EROSION CONTROL PLAN - PHASE 1

Issue Dates:
 02/21/2025: SKETCH PLAN SUBMITTAL
 04/25/2025: SITE CONSTRUCTION SUBMITTAL 1
 05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
 06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
 Scale: 1" = 60'

Drawn By: JLB
 Checked By: JW

Project Number:
 22-0016-742

Drawing Number:
C.7.0

LEGEND

- Iron Pipe Found
- ⊗ PK Nail Found
- ▲ RR Spike Found
- Monument Box
- ⊖ Sign
- Catch Basin
- ⊕ Curb Inlet W / Grate
- ⊕ Water Meter
- ⊖ Utility Line Marker
- Iron Pin Set
- ⊗ PK Nail Set
- △ Calculated Point
- ⊕ Monument
- ⊖ Utility Pole (PP)
- ⊕ Fire Hydrant
- ⊕ Water Valve
- ⊕ Telecom Pedestal
- ⊕ Electric Box Flush
- Sanitary Cleanout
- Treeline
- OHE Overhead Electric
- ST Storm Sewer
- SA Sanitary Sewer
- WA Waterline
- X X Fence Line
- Easement Line
- Buffer/Setback
- Right of Way
- Boundary Line
- T Telecom Line
- G Gas Line
- SF SILT FENCE
- S/TP SILT & TREE PROTECTION FENCE
- TPF TREE PROTECTION FENCE
- LOD LIMITS OF DISTURBANCE
- TD TEMPORARY DIVERSION DITCH/BERM

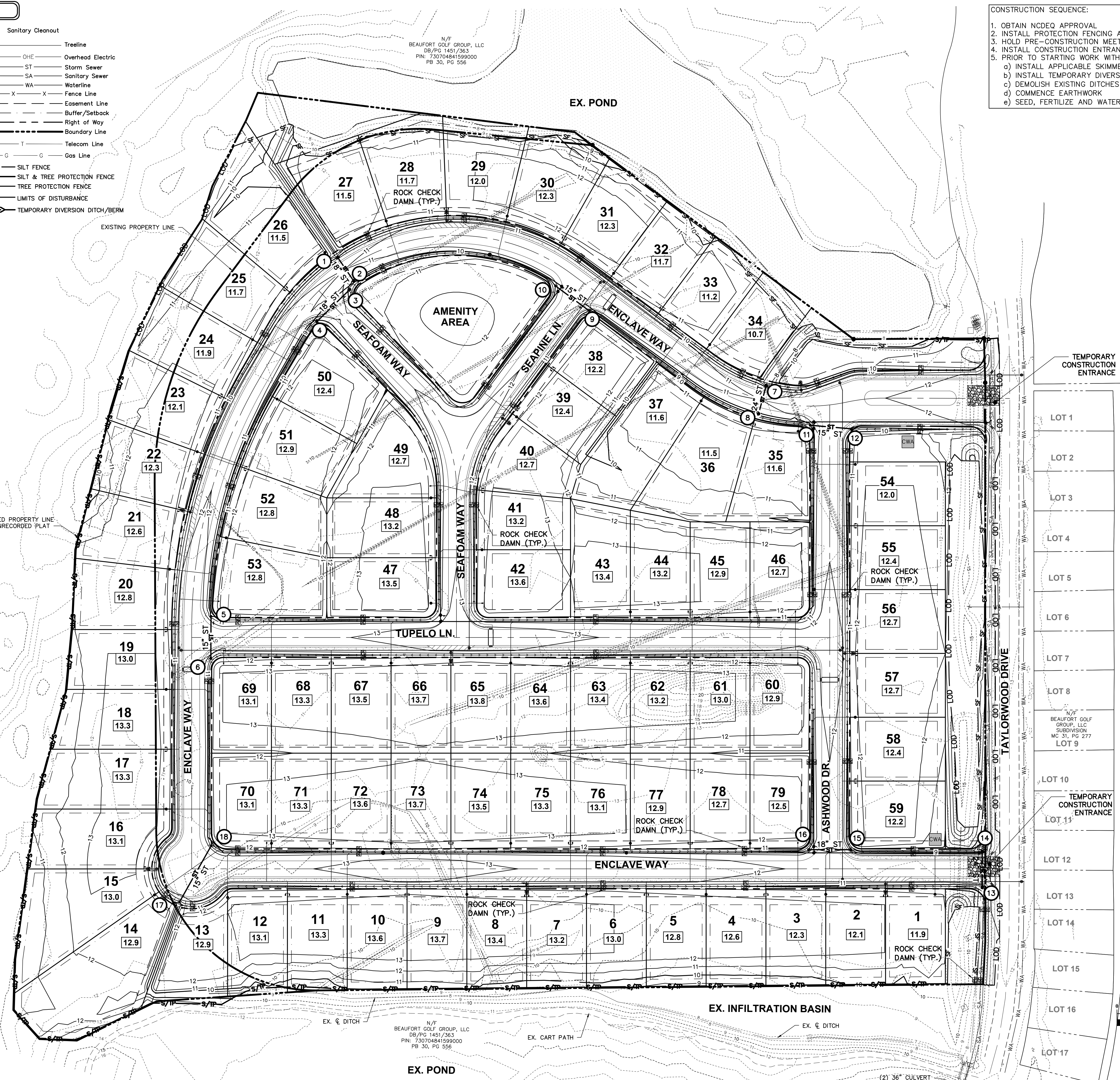
LIMITS OF DISTURBANCE
25.3 ACRES

EROSION CONTROL NOTES:

1. PRIOR TO THE COMMENCEMENT OF ANY NEW LAND DISTURBING ACTIVITIES, ALL EROSION AND SEDIMENTATION CONTROL MEASURES IDENTIFIED ON THIS PLAN SHALL BE INSTALLED IN ACCORDANCE WITH THIS PLAN.
2. PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL HAVE THE APPROPRIATE UNDERGROUND UTILITIES LOCATED.
3. THE CONTRACTOR SHALL ENSURE THAT AREAS OUTSIDE OF THE LIMITS OF LAND DISTURBING AS WELL AS EXISTING IMPROVEMENTS SPECIFICALLY NOTE FOR PROTECTION ARE NOT ADVERSELY IMPACTED BY ANY CLEARING ACTIVITIES.
4. EXPOSED SIDE SLOPS SHALL BE PLANTED OR PROVIDED WITH TEMPORARY GROUND COVER SUFFICIENT TO CONTROL EROSION WITHIN 15 WORKING DAYS OR 30 CALENDAR DAYS OF COMPLETION OF GRADING.
5. IF EXCESSIVE WIND EROSION OR STORM WATER RUNOFF DEVELOPS DURING THE TIME OF CONSTRUCTION IN ANY LOCATION ON THE PROJECT SITE, ADDITIONAL SAND OR SILT FENCING SHALL BE INSTALLED AS DIRECTED BY ENGINEER.
6. SOIL EROSION AND SEDIMENTATION CONTROLS TO BE INSPECTED, MAINTAINED, AND REPAIRED AS NECESSARY, THIS SHALL BE THE RESPONSIBILITY OF THE GRADING CONTRACTOR OR OTHER ASSIGNEES AS DEMED APPROPRIATE BY THE OWNER.
7. ADDITIONAL SILT FENCING SHALL BE PROVIDED WHERE DISTURBANCE IS NECESSARY WITHIN 25' OF ANY AREA FOUND TO BE CLASSIFIED AS 404 WETLANDS, AS DIRECTED BY THE ENGINEER.

GOLF COURSE

N/F
BEAUFORT GOLF GROUP, LLC
DB/PG 1451/363
PIN: 730704841599000
PB 30, PG 556



- CONSTRUCTION SEQUENCE:
1. OBTAIN NCOEQ APPROVAL
 2. INSTALL PROTECTION FENCING AND STAKE WORK LIMITS.
 3. HOLD PRE-CONSTRUCTION MEETING
 4. INSTALL CONSTRUCTION ENTRANCE.
 5. PRIOR TO STARTING WORK WITHIN A SPECIFIED DRAINAGE AREA:
 - a) INSTALL APPLICABLE SKIMMER BASINS
 - b) INSTALL TEMPORARY DIVERSION DITCHES AND BERMS.
 - c) DEMOLISH EXISTING DITCHES AND VEGETATION
 - d) COMMENCE EARTHWORK
 - e) SEED, FERTILIZE AND WATER DISTURBED AREA TO STABILIZE.

PLAN PREPARED BY:
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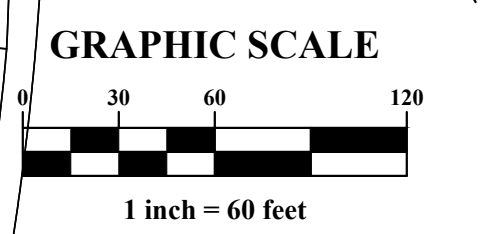
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

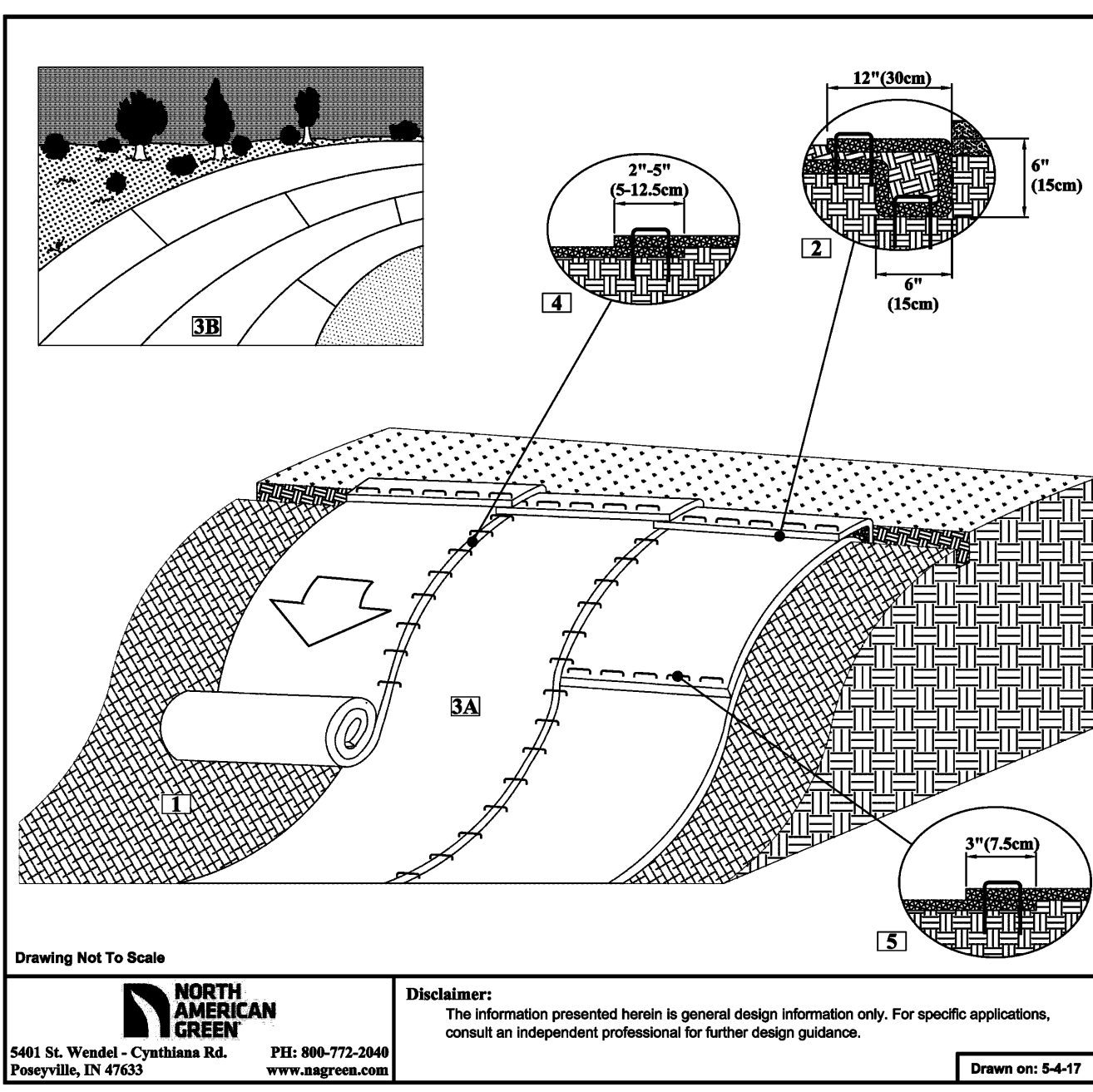
06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTER COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
EROSION CONTROL PLAN - PHASE 2

Issue Dates:	02/21/2025: SKETCH PLAN SUBMITTAL
	04/25/2025: SITE CONSTRUCTION SUBMITTAL
	05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
	06/05/2025: SITE CONSTRUCTION SUBMITTAL 3
Date:	06/05/2025
Scale:	1" = 60'
Drawn By:	JLB
Checked By:	JDW
Project Number:	22-0016-742
Drawing Number:	C.7.1



O:\22-0016-742\CD\DWG\Production Drawings\Site Construction\0016-742-Erosion Control Plan - Phase2.dwg EROSION CONTROL PLAN - PHASE 2 Jun 05, 2025 - 4:55:13pm Stucheson



SLOPE INSTALLATION DETAIL

- Prepare soil before installing rolled erosion control products (RECPs), including any necessary application of lime, fertilizer, and seed.
- Begin at the top of the slope by anchoring the RECPs in a 6" (15cm) deep x 6" (15cm) wide trench with approximately 12" (30cm) of RECPs extended beyond the up-slope portion of the trench. Anchor the RECPs with a row of staples/staples spaced approximately 12" (30cm) apart across the width of the RECPs.
- Roll the RECPs (A) down or (B) horizontally across the slope. RECPs will unroll with appropriate side against the soil surface. All RECPs must be securely fastened to soil surface by placing staples/staples in appropriate locations as shown in the staple pattern guide.
- The edges of parallel RECPs must be stapled with approximately 2" (5-12.5cm) overlap, depending on the RECP type.
- Consecutive RECPs applied down the slope must be end over end (Shingle style) with an approximate 5" (12.5cm) overlap. Staple through overlapped area, approximately 10" (25cm) apart across entire RECPs width.

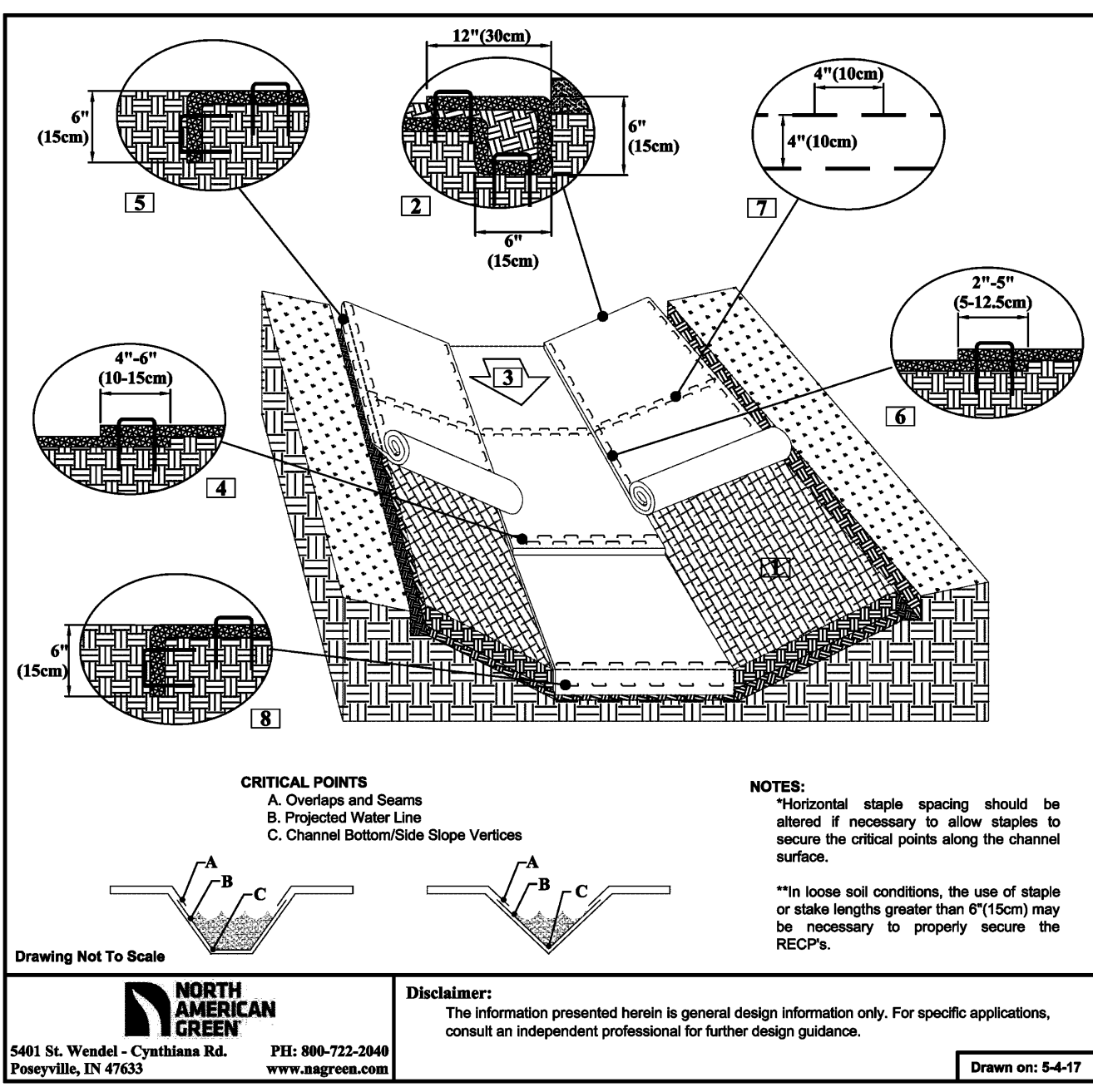
NOTE: In loose soil conditions, the use of staple or stake lengths greater than 6" (15cm) may be necessary to properly secure the RECPs.

Drawing Not To Scale

NORTH AMERICAN GREEN
5481 St. Wendel - Cavitation Rd. - Poseyville, IN 47632
TEL: 800-773-2044
www.nagreen.com

Disclaimer: The information presented herein is general design information only. For specific applications, consult an independent professional for further design guidance.

Drawn on: 5-4-17



CHANNEL INSTALLATION DETAIL

- Prepare soil before installing rolled erosion control products (RECPs), including any necessary application of lime, fertilizer, and seed.
- Begin at the top of the channel by anchoring the RECPs in a 6" (15cm) deep x 6" (15cm) wide trench with approximately 12" (30cm) of RECPs extended beyond the up-slope portion of the trench. Use Shingle style at the channel outlet as needed. Anchor the RECPs with a row of staples/staples spaced approximately 12" (30cm) apart across the width of the RECPs.
- Roll center RECPs in direction of water flow in bottom of channel. RECPs will unroll with appropriate side against the soil surface. All RECPs must be securely fastened to soil surface by placing staples/staples in appropriate locations as shown in the staple pattern guide.
- Place consecutive RECPs end over end (Shingle style) with a 4"-6" overlap. Use a double row of staples staggered 4" apart and 4" on center to secure RECPs.
- Full length edge of RECPs at top of side slopes must be anchored with a row of staples/staples spaced approximately 12" (30cm) apart in a 6" (15cm) deep x 6" (15cm) wide trench. Backfill and compact the trench after staking.
- At least one row of staples/staples spaced approximately 2'-5" (5-12.5cm) depending on RECP type and staked.
- For low channel applications a staple check slot is recommended at 30 to 40 feet (9-12m) intervals. Use a double row of staples staggered 4" apart and 4" on center to secure RECPs.
- The width of the RECPs must be anchored with a row of staples/staples spaced approximately 12" (30cm) apart in a 6" (15cm) deep x 6" (15cm) wide trench. Backfill and compact the trench after staking.

CRITICAL POINTS
A. Overlaps and Seams
B. Projected Water Line
C. Channel Bottom/Slope Vertices

NOTES:
Horizontal staple spacing should be altered if necessary to allow staples to secure the critical points along the channel surface.
In loose soil conditions, the use of staple or stake lengths greater than 6" (15cm) may be necessary to properly secure the RECPs.

Drawing Not To Scale

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TEL: 800-773-2044
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Disclaimer: The information presented herein is general design information only. For specific applications, consult an independent professional for further design guidance.

Drawn on: 5-4-17

ADDITIONAL SEEDING STANDARDS

- FOR AN AREA OF LAND-DISTURBING ACTIVITY WHERE GRADING ACTIVITIES HAVE BEEN COMPLETED, TEMPORARY OR PERMANENT GROUND COVER SUFFICIENT TO RESTRAIN EROSION SHALL BE PROVIDED AS SOON AS PRACTICABLE, BUT IN NO CASE LATER THAN SEVEN DAYS AFTER COMPLETION OF GRADING. FOR AN AREA OF LAND-DISTURBING ACTIVITY WHERE GRADING ACTIVITIES HAVE NOT BEEN COMPLETED, TEMPORARY GROUND COVER SHALL BE PROVIDED AS FOLLOWS:
 - FOR AN AREA WITH NO SLOPE, TEMPORARY GROUND COVER SHALL BE PROVIDED FOR THE AREA IF IT HAS NOT BEEN DISTURBED FOR A PERIOD OF 14 DAYS.
 - FOR AN AREA OF MODERATE SLOPE, TEMPORARY GROUND COVER SHALL BE PROVIDED FOR THE AREA IF IT HAS NOT BEEN DISTURBED FOR A PERIOD OF 10 DAYS. FOR PURPOSES OF THIS SUBDIVISION, "MODERATE SLOPE" MEANS AN INCLINED AREA, THE INCLINATION OF WHICH IS LESS THAN OR EQUAL TO THREE UNITS OF HORIZONTAL DISTANCE TO ONE UNIT OF VERTICAL DISTANCE.
 - FOR AN AREA OF STEEP SLOPE, TEMPORARY GROUND COVER SHALL BE PROVIDED FOR THE AREA IF IT HAS NOT BEEN DISTURBED FOR A PERIOD OF SEVEN DAYS. FOR PURPOSES OF THIS SUBDIVISION, "STEEP SLOPE" MEANS AN INCLINED AREA, THE INCLINATION OF WHICH IS GREATER THAN THREE UNITS OF HORIZONTAL DISTANCE TO ONE UNIT OF VERTICAL DISTANCE.

STABILIZATION TIMEFRAMES

SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME	EXCEPTIONS
Perimeter dikes, swales, ditches, slopes	7 days	None	
High Quality Water (HQW) Zones	7 days	None	
Slopes steeper than 3:1	7 days	If slopes are 10 FT or less in length and are not steeper than 2:1, 14 days are allowed.	
Slopes 3:1 or flatter	14 days	7 days for slopes greater than 50 FT in length.	
All other areas (slopes flatter than 4:1)	14 days	None, except for perimeters and HQW Zones.	

SEEDING SCHEDULE

DATE	TYPE	PLANTING RATE
SEPT. 1 - MAY 1	CENTPEDE	5LBS/ACRE
FEB. 15 - APRIL 1	INDIAN WOODDOTS*	1.5-2.5 LBS/ACRE
FEB. 15 - APRIL 1	VIRGINIA WLD RYE*	4-6 LBS/ACRE

*ADDITIONAL MIX WITH OTHER SPECIES, SEE TABLE 6.11.d FROM CHAPTER 6 OF THE NC EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

DATE	TYPE	PLANTING RATE
DEC. 1 - APRIL 1	SWITCHGRASS*	2.5-3.5 LBS/ACRE
DEC. 1 - APRIL 1	INDIAN GRASS*	5-7 LBS/ACRE
DEC. 1 - APRIL 1	BIG BLUESTEM*	5-7 LBS/ACRE
SEPT. 1 - NOV. 1	INDIAN WOODDOTS*	1.5-2.5 LBS/ACRE
SEPT. 1 - NOV. 1	VIRGINIA WLD RYE*	4-6 LBS/ACRE

*ADDITIONAL MIX WITH OTHER SPECIES, SEE TABLE 6.11.d FROM CHAPTER 6 OF THE NC EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

LIMING - APPLY ACCORDING TO SOIL TEST RECOMMENDATIONS. IF UNKNOWN, APPLY GROUND AGRICULTURAL LIMESTONE AT THE RATE OF 1-1.5 TONS/ACRE ON CORASE-TEXTURED SOILS AND 2-3 TONS/ACRE ON FINE TEXTURED SOILS.

FERTILIZER - BASE APPLICATIONS RATES ON SOIL TEST RECOMMENDATIONS. IF UNKNOWN, APPLY A 10-10-10 GRADE FERTILIZER AT 700-1,000 LBS/ACRE.

TEMPORARY SEEDING

DATE	TYPE	PLANTING RATE
DEC. 1 - APRIL 15	RYE (GRAIN) MULCH ANNUAL LESPEDEZA (KOBE)*	120 LBS/ACRE 50 LBS/ACRE 4,000 LBS/ACRE
*OMIT LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT TO EXCEED BEYOND JUNE. --FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.		
APRIL 15 - AUG. 15	GERMAN MILLET	40 LBS/ACRE
--FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER.		
AUG. 15 - DEC. 30	RYE (GRAIN) MULCH	120 LBS/ACRE 4,000 LBS/ACRE
--FOLLOW RECOMMENDATIONS OF SOIL TESTS OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 10-10-10 FERTILIZER. --TOP DRESS WITH 50 LBS/ACRE OF NITROGEN IN MARCH. --IF EXTENDING TEMPORARY COVER BEYOND JUNE 15, OVERSEE WITH 50 LBS/ACRE KOBE IN LATE FEBRUARY EARLY MARCH.		

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCGO1 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 NCGO1 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

Required Ground Stabilization Timeframes

Site 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 allowed --7 days for slopes greater than 50' in length and with slopes steeper than 4:1
(d) Slopes 3:1 to 4:1	14	--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	--7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones --10 days for Falls Lake Watershed unless there is zero slope

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 below:

Temporary Stabilization	Permanent Stabilization
<ul style="list-style-type: none"> Temporary grass seed covered with straw or other mulches and tackifiers Hydroseeding Rollled erosion control products with or without temporary grass seed Appropriately applied straw or other mulch Plastic sheeting 	<ul style="list-style-type: none"> Permanent grass seed covered with straw or other mulches and tackifiers Geotextile fabric such as permanent soil reinforcement matting Hydroseeding 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 Rollled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

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

EQUIPMENT AND VEHICLE MAINTENANCE

- Maintain vehicles and equipment to prevent discharge of fluids.
- Provide drip pans under any stored equipment.
- Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
- Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
- Remove leaking vehicles and construction equipment from service until the problem has been corrected.
- 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

- Never bury or burn waste. Place litter and debris in approved waste containers.
- 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.
- 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.
- Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Anchor all lightweight items in waste containers during times of high winds.
- Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
- Dispose waste off-site at an approved disposal facility.
- On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

- Do not dump paint and other liquid waste into storm drains, streams or wetlands.
- Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
- Contain liquid wastes in a control area and before storm events or provide secondary containment. Repair or replace damaged waste containers.
- Containment must be labeled, sited and placed appropriately for the needs of site.
- 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.
- Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
- 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 available.
- 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.



NCGO1 GROUND STABILIZATION AND MATERIALS HANDLING EFFECTIVE: 04/01/19

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	Daily	Daily rainfall amounts; if no daily rain gauge observations are made during weekend or holiday periods, and no individual day rainfall information is available, record the cumulative rain measurement for those unattended days (note 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-measuring device approved by the Division.
(2) E&S Measures	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the measures inspected. 2. Date and time of the inspection. 3. Name of the person performing the inspection. 4. Indication of whether the measures were operating properly. 5. Description of maintenance needs for the measures. 6. Description, evidence, and date of corrective actions taken.
(3) Stormwater outfalls (SDCs)	At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours	1. Identification of the discharge outfalls inspected. 2. Date and time of the inspection. 3. Name of the person performing the inspection. 4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration. 5. Indication of visible sediment leaving the site. 6. Description, evidence, and date of corrective actions taken.
(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	If visible sedimentation is found outside site limits, then a record of the following shall be made: 1. Actions taken to flag up or stabilize the sediment that has left the site limits. 2. Description, evidence, and date of corrective actions taken, and 3. An explanation as to the actions taken to control future releases.
(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(i)(a) of this permit.
(6) Ground stabilization measures	After each phase of grading	1. The phase of grading (installation of perimeter E&S measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover). 2. 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.

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

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING

1. **E&S Plan Documentation**
The approved E&S plan as well as any approved deviation shall be kept on the site. The approved E&S plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&S plan shall be kept on site and available for inspection at all times during normal business hours:

Item to Document	Documentation Requirements
(a) Each E&S measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&S plan.	Initial and date each E&S measure on a copy of the approved E&S plan or complete, date and sign an inspection report that lists each E&S measure shown on the approved E&S plan. This documentation is required upon the initial installation of the E&S measures or if the E&S measures are modified after initial installation.
(b) A phase of grading has been completed.	Initial and date a copy of the approved E&S 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&S plan.	Initial and date a copy of the approved E&S 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&S measures have been performed.	Complete, date and sign an inspection report.
(e) Corrective actions have been taken to E&S measures.	Initial and date a copy of the approved E&S plan or complete, date and sign an inspection report to indicate the completion of the corrective action.

2. **Additional Documentation to be Kept on Site**
In addition to the E&S plan documents above, the following items shall be kept on the site and available for inspectors at all times during normal business hours, unless the Division provides a specific exemption based on unique site conditions that make this requirement not practical:

- This General Permit as well as the Certificate of Coverage, after it is received.
- Records of inspections made during the previous twelve months. 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.

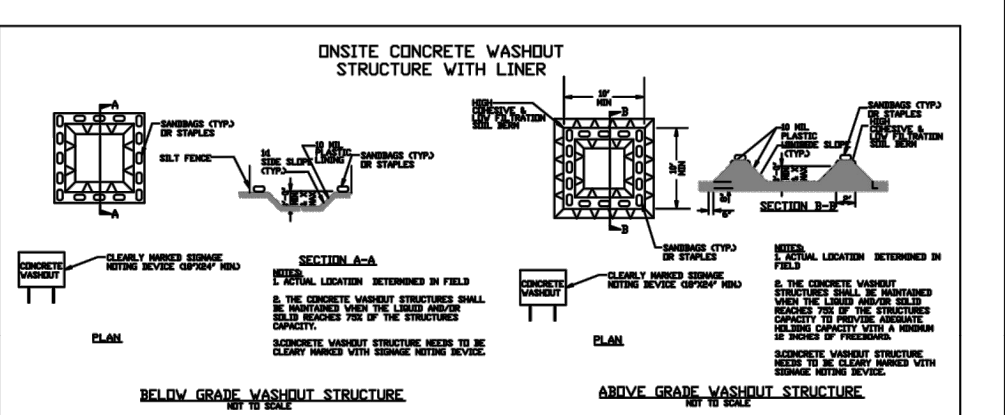
3. **Documentation to be Retained for Three Years**
All data used to complete the E&S plan and all inspection records shall be maintained for a period of three years after project completion and made available upon request. (40 CFR 122.41)

PART II, SECTION G, ITEM (4) DRAW DOWN OF SEDIMENT BASIN FOR MAINTENANCE OR CLOSE OUT

Sediment basins and traps that receive runoff from drainage areas of one acre or more shall use outlet structures that withdraw water from the surface when these devices need to be drawn down for maintenance or close out unless this is not feasible to withdraw water from the surface shall be rare (for example, times with extended cold weather). Non-surface withdrawals from sediment basins shall be allowed only when all of the following criteria have been met:

- The E&S plan authority has been provided with documentation of the non-surface withdrawal and the specific time periods or conditions in which it will occur. The non-surface withdrawal shall not commence until the E&S plan authority has approved these items.
- The non-surface withdrawal has been reported as an anticipated bypass in accordance with Part III, Section C, Item 2(i)(c) and (d) of this permit.
- Dewatering discharges are treated with controls to minimize discharges of pollutants from stormwater that is removed from the sediment basin. Examples of appropriate controls include properly sited, designed and maintained dewatering tanks, wet tanks, and filtration systems.
- Vegetated, upland areas of the sites or a properly designed stone pad is used to the extent feasible at the outlet of the dewatering treatment devices described in item (c) above.
- Velocity dissipation devices such as check dams, sediment traps, and riprap are provided at the discharge points of all dewatering devices, and
- Sediment removed from the dewatering treatment devices described in item (c) above is disposed of in a manner that does not cause deposition of sediment into waters of the United States.

NCGO1 SELF-INSPECTION, RECORDKEEPING AND REPORTING EFFECTIVE: 04/01/19



CONCRETE WASHOUTS

- 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.
- 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.
- 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.
- 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.
- 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 restrictions.
- 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.
- Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

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

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PLAN PREPARED FOR:
NORTH CAROLINA PROFESSIONAL SEAL
REGISTERED PROFESSIONAL ENGINEER
KIMES D. WHITFIELD
06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
EROSION CONTROL DETAILS

Issue Dates:
02/21/2025: SKETCH PLAN SUBMITTAL
04/25/2025: SITE CONSTRUCTION SUBMITTAL 1
05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: NO SCALE

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.7.3

6/19/9

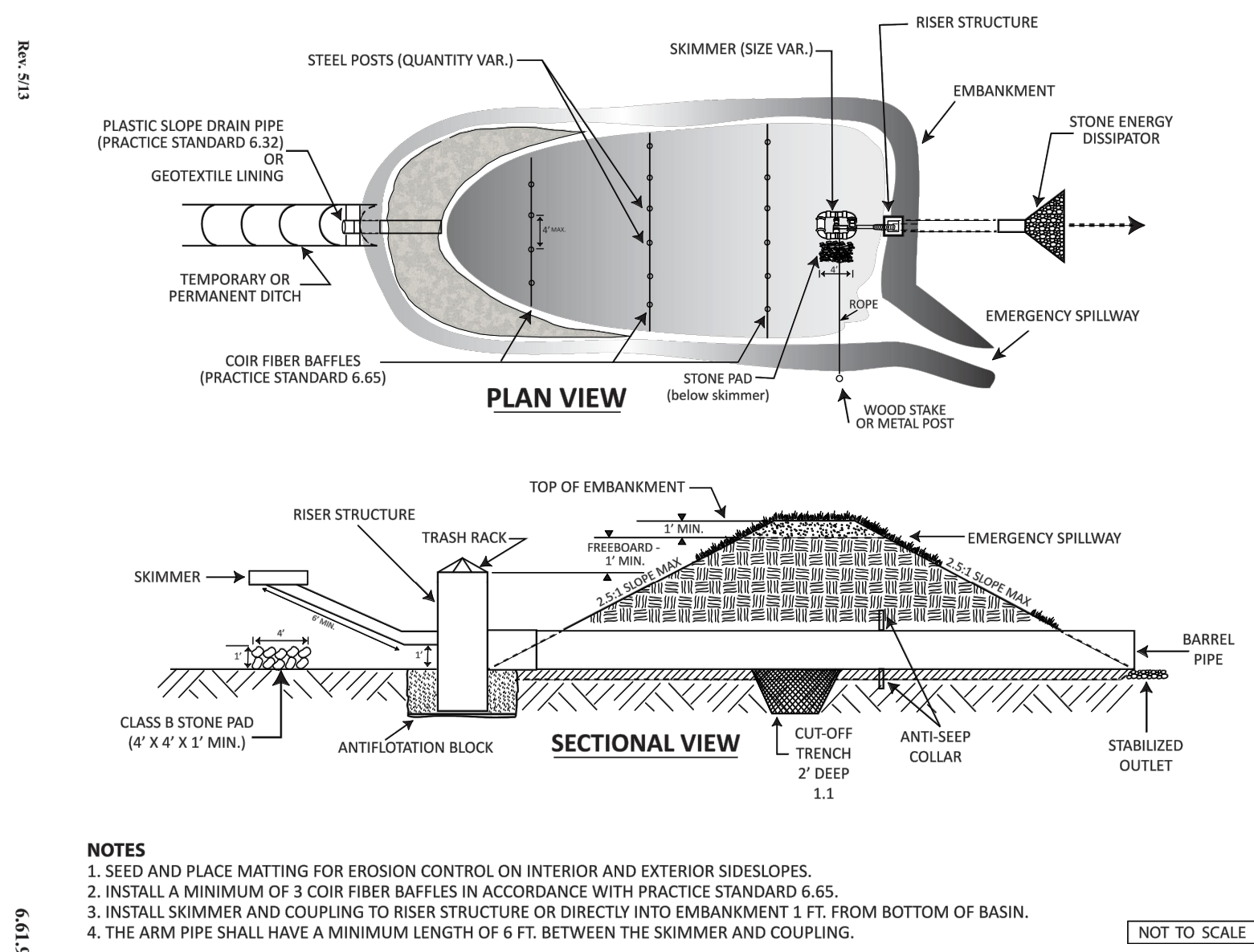


Figure 6.1d Sediment Basin (with Riser Barrel Pipe)

- NOTES**
- SEED AND PLACE MATTING FOR EROSION CONTROL ON INTERIOR AND EXTERIOR SIDESLOPES.
 - INSTALL A MINIMUM OF 3 COIR FIBER BAFFLES IN ACCORDANCE WITH PRACTICE STANDARD 6.65.
 - INSTALL SKIMMER AND COUPLING TO RISER STRUCTURE OR DIRECTLY INTO EMBANKMENT 1 FT. FROM BOTTOM OF BASIN.
 - THE ARM PIPE SHALL HAVE A MINIMUM LENGTH OF 6 FT. BETWEEN THE SKIMMER AND COUPLING.

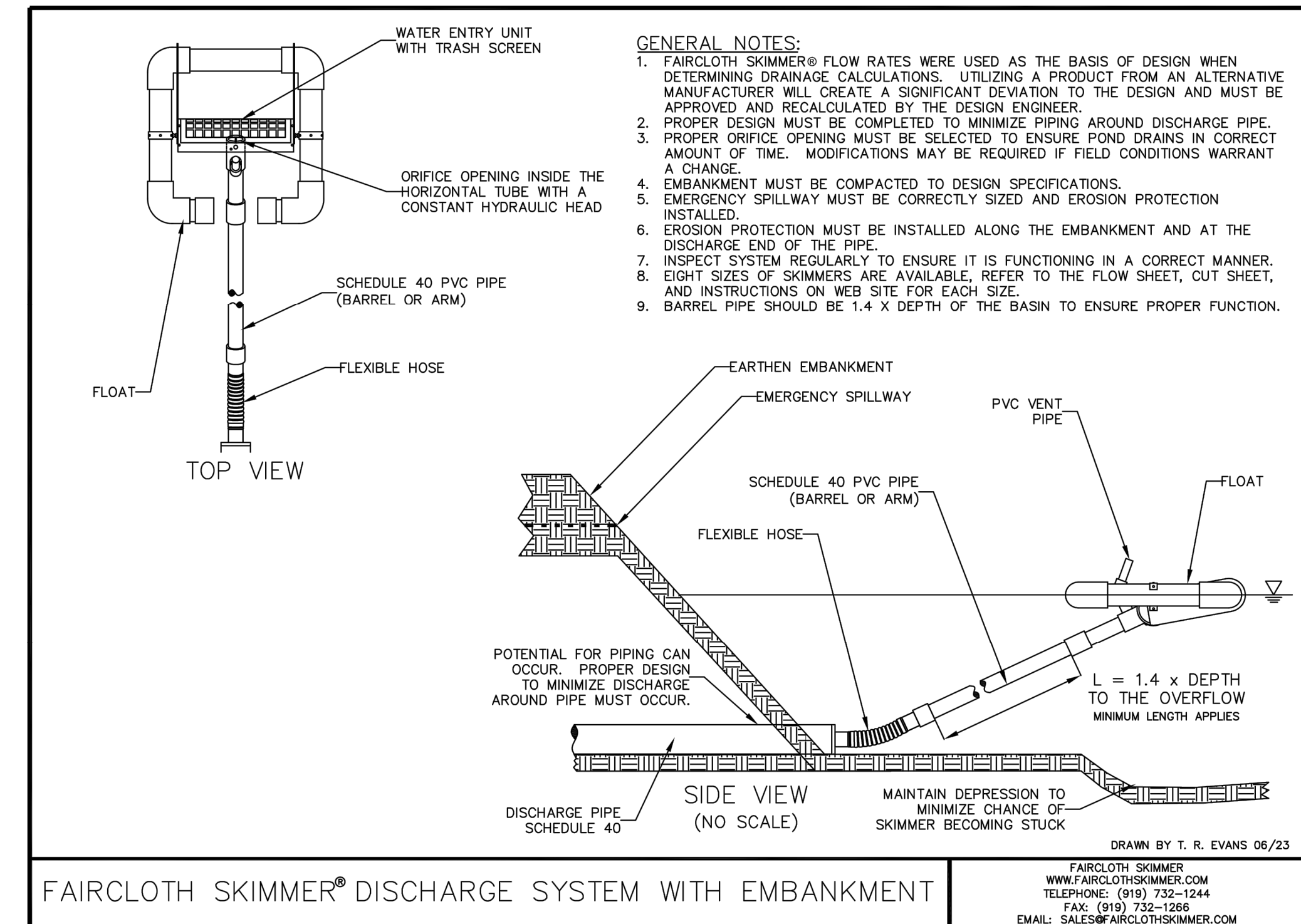
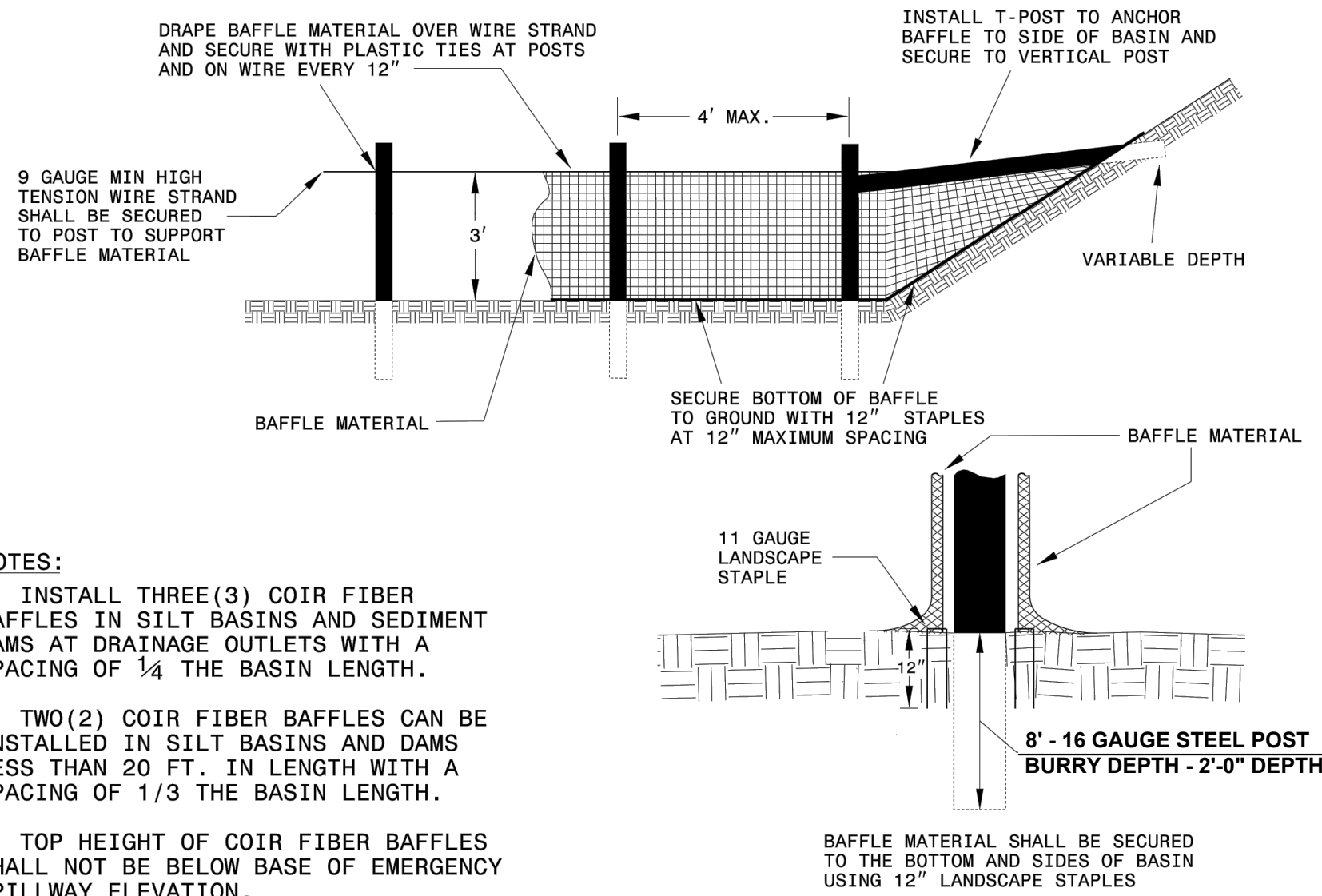
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Practice Standards and Specifications

- NOTES:**
- INSTALL THREE(3) COIR FIBER BAFFLES IN SILT BASINS AND SEDIMENT DAMS AT DRAINAGE OUTLETS WITH A SPACING OF 1/4 THE BASIN LENGTH.
 - TWO(2) COIR FIBER BAFFLES CAN BE INSTALLED IN SILT BASINS AND DAMS LESS THAN 20 FT. IN LENGTH WITH A SPACING OF 1/3 THE BASIN LENGTH.
 - TOP HEIGHT OF COIR FIBER BAFFLES SHALL NOT BE BELOW BASE OF EMERGENCY SPILLWAY ELEVATION.

COIR FIBER BAFFLE DETAIL

NO SCALE



- GENERAL NOTES:**
- FAIRCLOTH SKIMMER® FLOW RATES WERE USED AS THE BASIS OF DESIGN WHEN DETERMINING DRAINAGE CALCULATIONS. UTILIZING A PRODUCT FROM AN ALTERNATIVE MANUFACTURER WILL CREATE A SIGNIFICANT DEVIATION TO THE DESIGN AND MUST BE APPROVED AND RECALCULATED BY THE DESIGN ENGINEER.
 - PROPER DESIGN MUST BE COMPLETED TO MINIMIZE PIPING AROUND DISCHARGE PIPE.
 - PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
 - EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS.
 - EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED.
 - EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE.
 - INSPECT SYSTEM REGULARLY TO ENSURE IT IS FUNCTIONING IN A CORRECT MANNER.
 - EIGHT SIZES OF SKIMMERS ARE AVAILABLE, REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.
 - BARREL PIPE SHOULD BE 1.4 X DEPTH OF THE BASIN TO ENSURE PROPER FUNCTION.

FAIRCLOTH SKIMMER® DISCHARGE SYSTEM WITH EMBANKMENT

FAIRCLOTH SKIMMER
WWW.FAIRCLOTHSKIMMER.COM
TELEPHONE: (919) 732-1244
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ENGINEERS SURVEYORS

PLAN PREPARED FOR:

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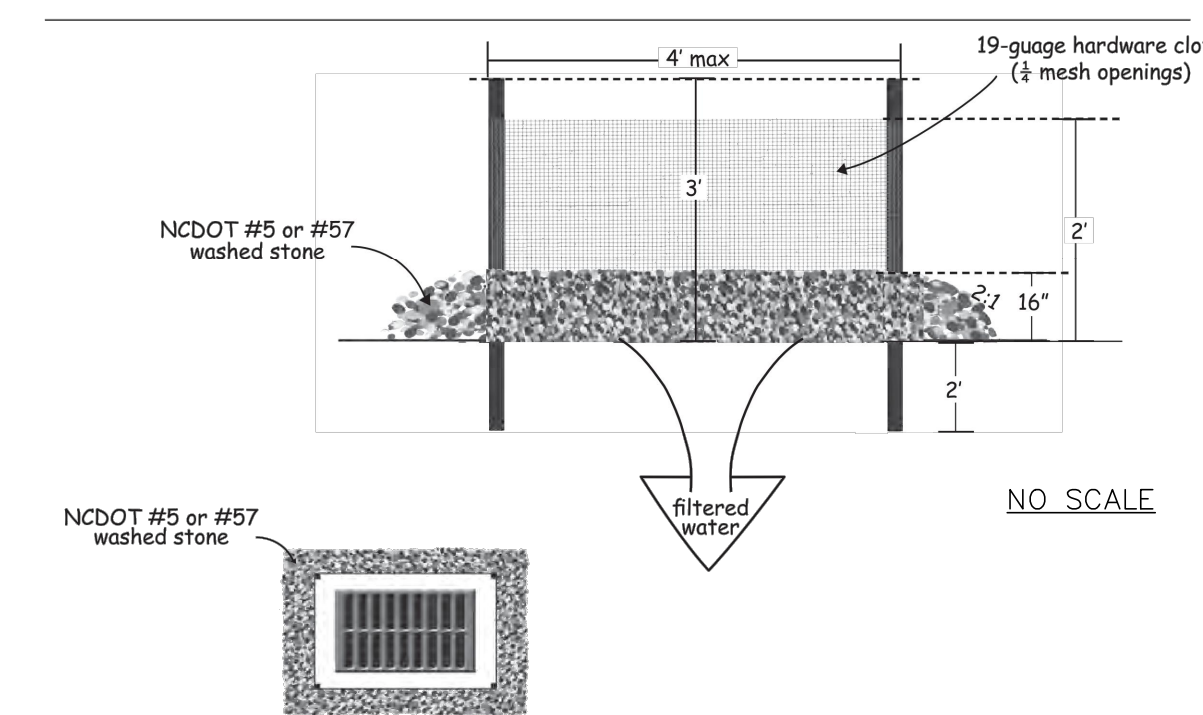


Figure 6.51a Hardware cloth and gravel inlet protection

- Construction Specifications**
- Uniformly grade a shallow depression approaching the inlet.
 - Drive 5-foot steel posts 2 feet into the ground surrounding the inlet. Space posts evenly around the perimeter of the inlet, a maximum of 4 feet apart.
 - Surround the posts with wire mesh hardware cloth. Secure the wire mesh to the steel posts at the top, middle, and bottom. Placing a 2-foot flap of the wire mesh under the gravel for anchoring is recommended.
 - Place clean gravel (NCDOT #57 or #57 stone) on a 2:1 slope with a height of 16 inches around the wire, and smooth to an even grade.
 - Once the contributing drainage area has been stabilized, remove accumulated sediment, and establish final grading elevations.
 - Compact the area properly and stabilize it with groundcover.

- Maintenance**
- Inspect inlets at least weekly and after each significant (1/2 inch or greater) rainfall event. Clear the mesh wire of any debris or other objects to provide adequate flow for subsequent rains. Take care not to damage or undercut the wire mesh during sediment removal. Replace stone as needed.

- References**
- Inlet Protection
6.52, Block and Gravel Inlet Protection
6.54, Rock Doughnut Inlet Protection
North Carolina Department of Transportation
Standard Specifications for Roads and Structures

6.51.2 Rev. 6/06 Rev. 5/13

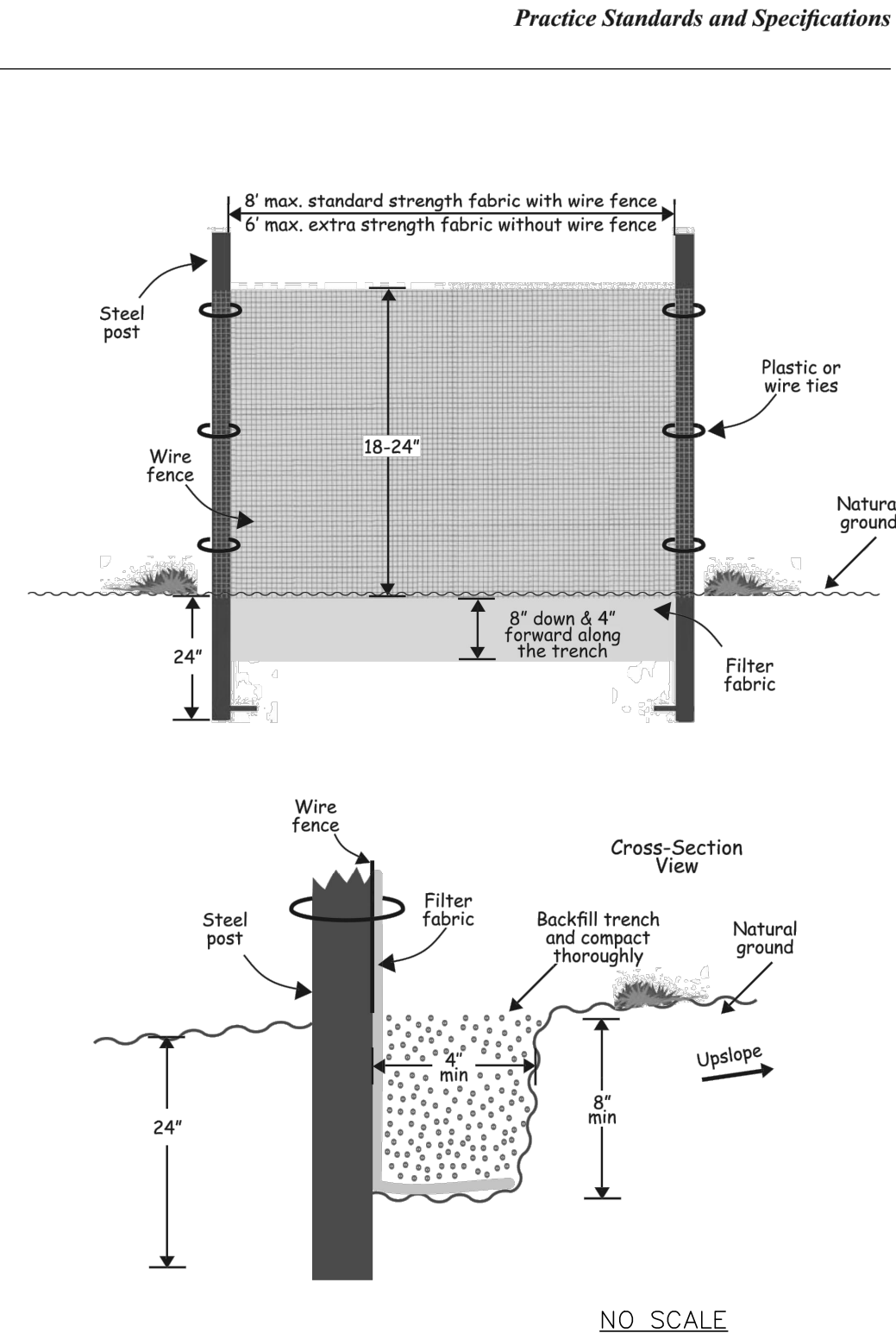
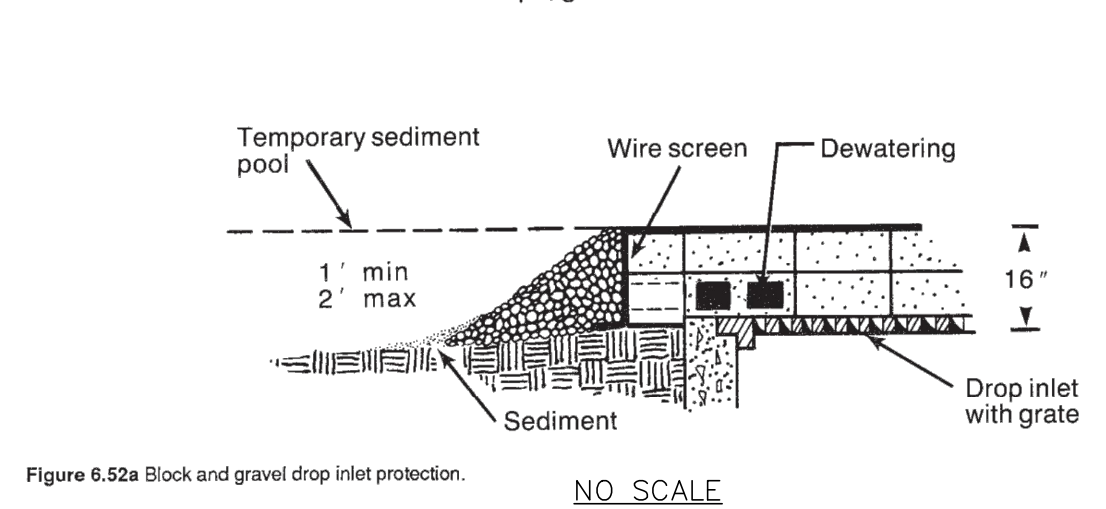
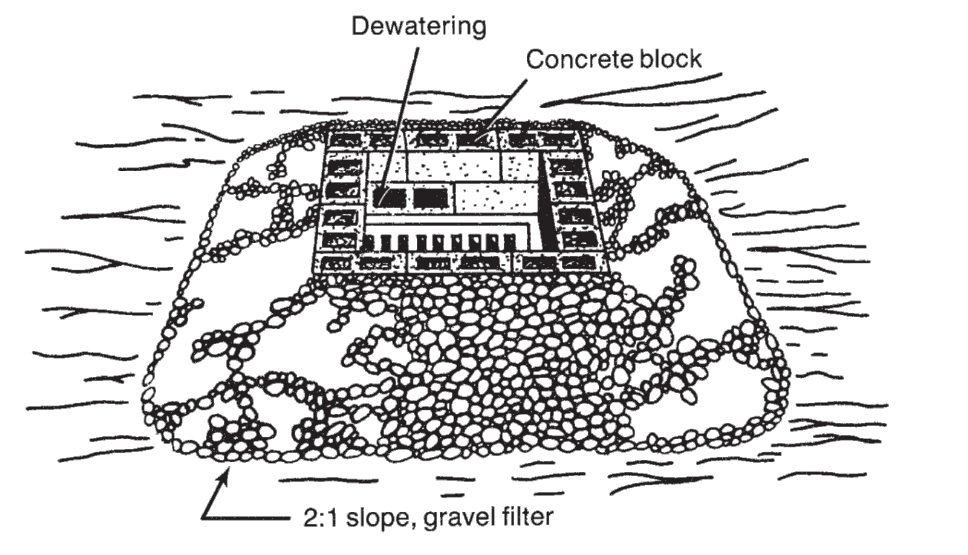
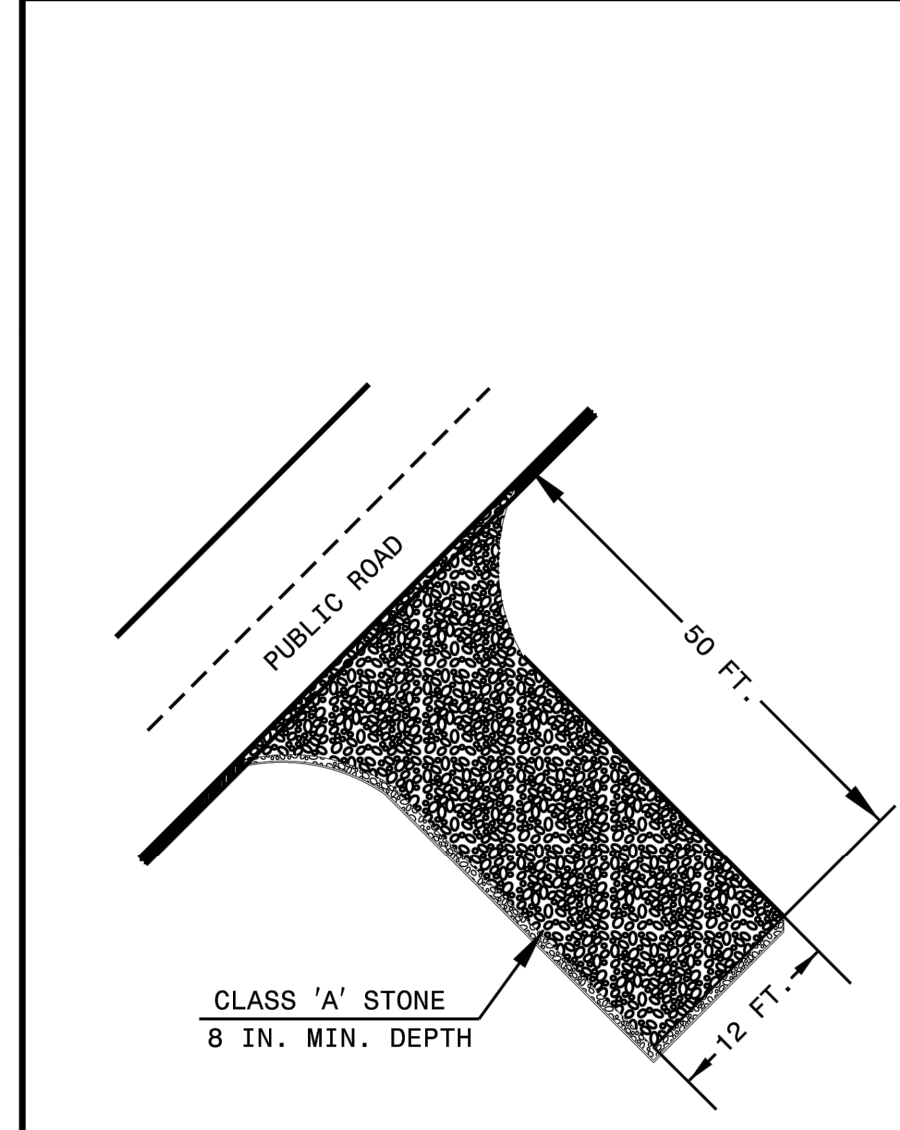


Figure 6.62a Installation detail of a sediment fence.



- Construction Specifications**
- Lay one block on each side of the structure on its side in the bottom row to allow pool drainage. The foundation should be excavated at least 2 inches below the crest of the storm drain. Place the bottom row of blocks against the edge of the storm drain for lateral support and to avoid washouts when overflow occurs. If needed, give lateral support to subsequent rows by placing 2 x 4 wood studs through block openings.
 - Carefully fit hardware cloth or comparable wire mesh with 1/2-inch openings over all block openings to hold gravel in place.
 - Use clean gravel, 3/4- to 1/2-inch in diameter, placed 2 inches below the top of the block on a 2:1 slope or flatter and smooth it to an even grade. DOT #57 washed stone is recommended.

6.52.5 6.52.2

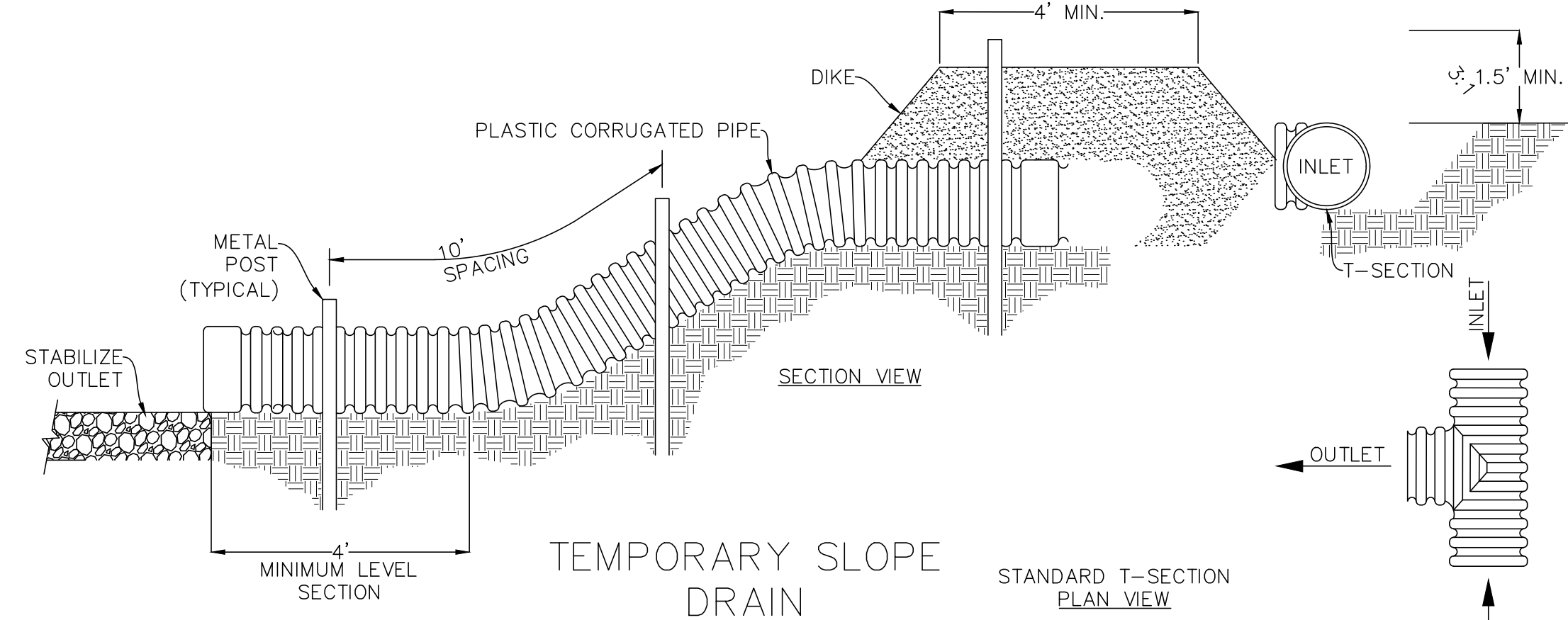


- NOTES**
- PROVIDE TURNING RADIUS SUFFICIENT TO ACCOMMODATE LARGE TRUCKS.
 - LOCATE ENTRANCES TO PROVIDE FOR UTILIZATION BY ALL CONSTRUCTION VEHICLES.
 - MUST BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR DIRECT FLOW OF MUD ONTO STREETS. PERIODIC TOPDRESSING WITH STONE WILL BE NECESSARY.
 - ANY MATERIAL TRACKED ONTO THE ROADWAY MUST BE CLEANED UP IMMEDIATELY.
 - LOCATE GRAVEL CONSTRUCTION ENTRANCE AT ALL POINTS OF INGRESS AND EGRESS UNTIL SITE IS STABILIZED. PROVIDE FREQUENT CHECKS OF THE DEVICE FOR TIMELY MAINTENANCE.
 - NUMBER AND LOCATION OF CONSTRUCTION ENTRANCES TO BE DETERMINED BY THE ENGINEER.
 - USE CLASS 'A' STONE OR OTHER COARSE AGGREGATE APPROVED BY THE ENGINEER.
 - INSTALL CONSTRUCTION ENTRANCES IN A WAY TO PREVENT VEHICLES FROM BYPASSING CONSTRUCTION ENTRANCE LEAVING PROJECT SITE.

STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR
GRAVEL CONSTRUCTION ENTRANCE

1607.01



- NOTES:**
- CONSTRUCT AN EARTHEN DIVERSION WITH A DIKE RIDGE TO DIRECT SURFACE RUNOFF INTO THE TEMPORARY SLOPE DRAIN.
 - MAKE THE HEIGHT OF THE RIDGE OVER THE DRAIN CONDUIT A MINIMUM OF 1.5 FEET AND AT LEAST 6 INCHES HIGHER THAN THE ADJOINING RIDGE ON EITHER SIDE.
 - THE LOWEST POINT OF THE DIVERSION RIDGE SHOULD BE A MINIMUM OF 1 FOOT ABOVE THE TOP OF THE DRAIN TO ALLOW THE DESIGN FLOW TO FREELY ENTER THE PIPE.
 - PROTECT THE OUTLET OF THE SLOPE DRAIN FROM EROSION.
 - MINIMUM PIPE DIAMETER = 10-INCH PIPE

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTER COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
EROSION CONTROL DETAILS

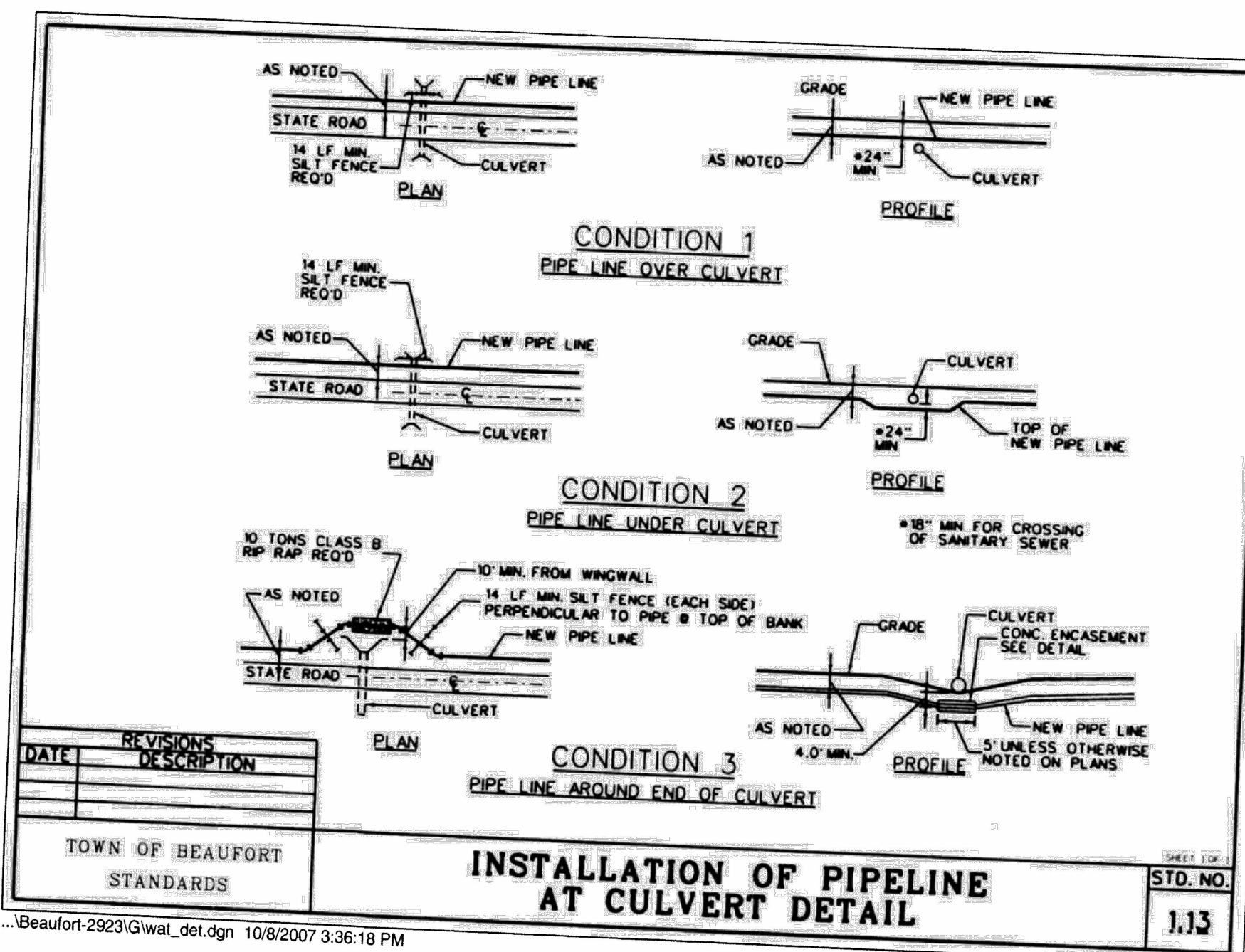
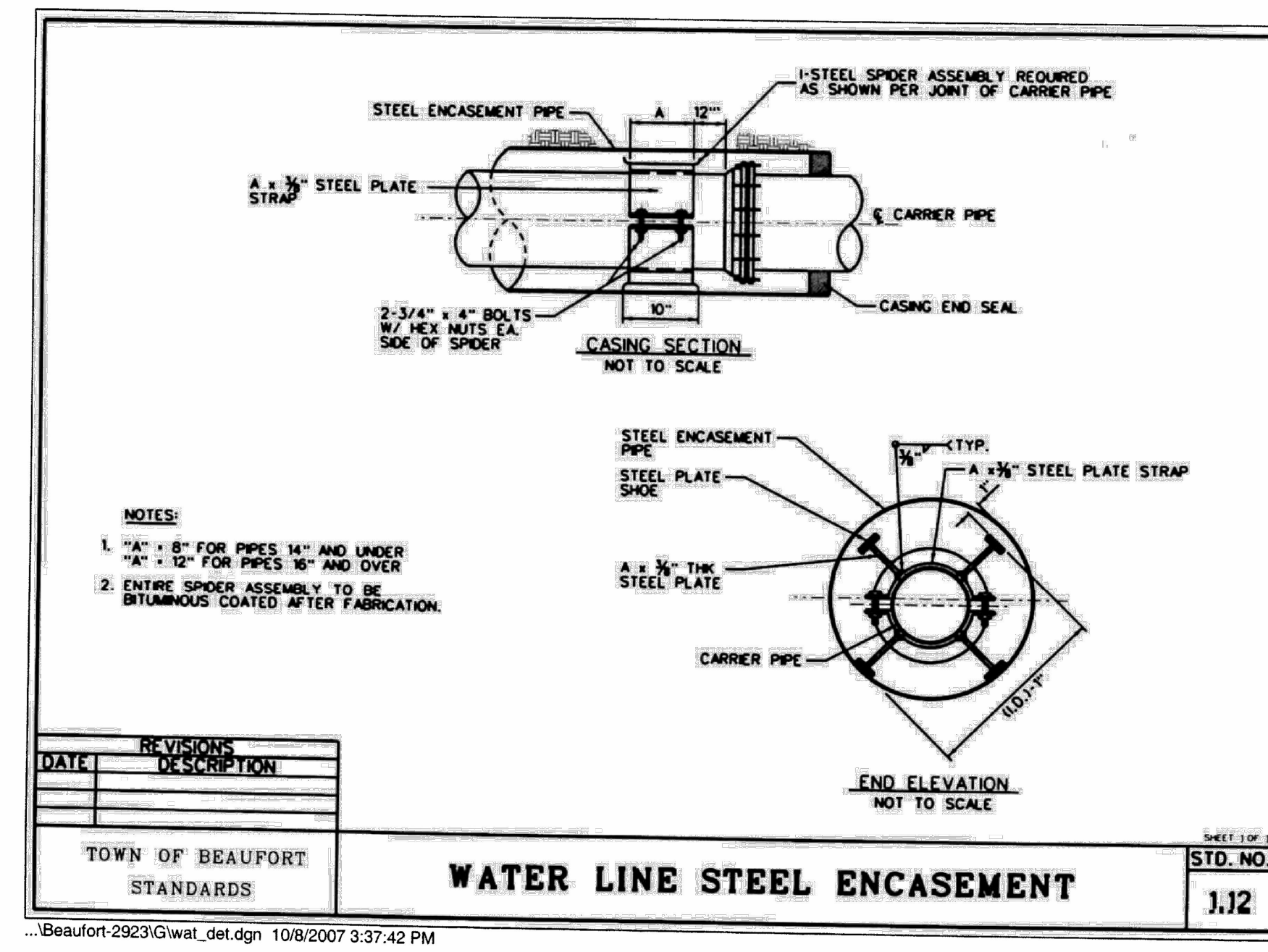
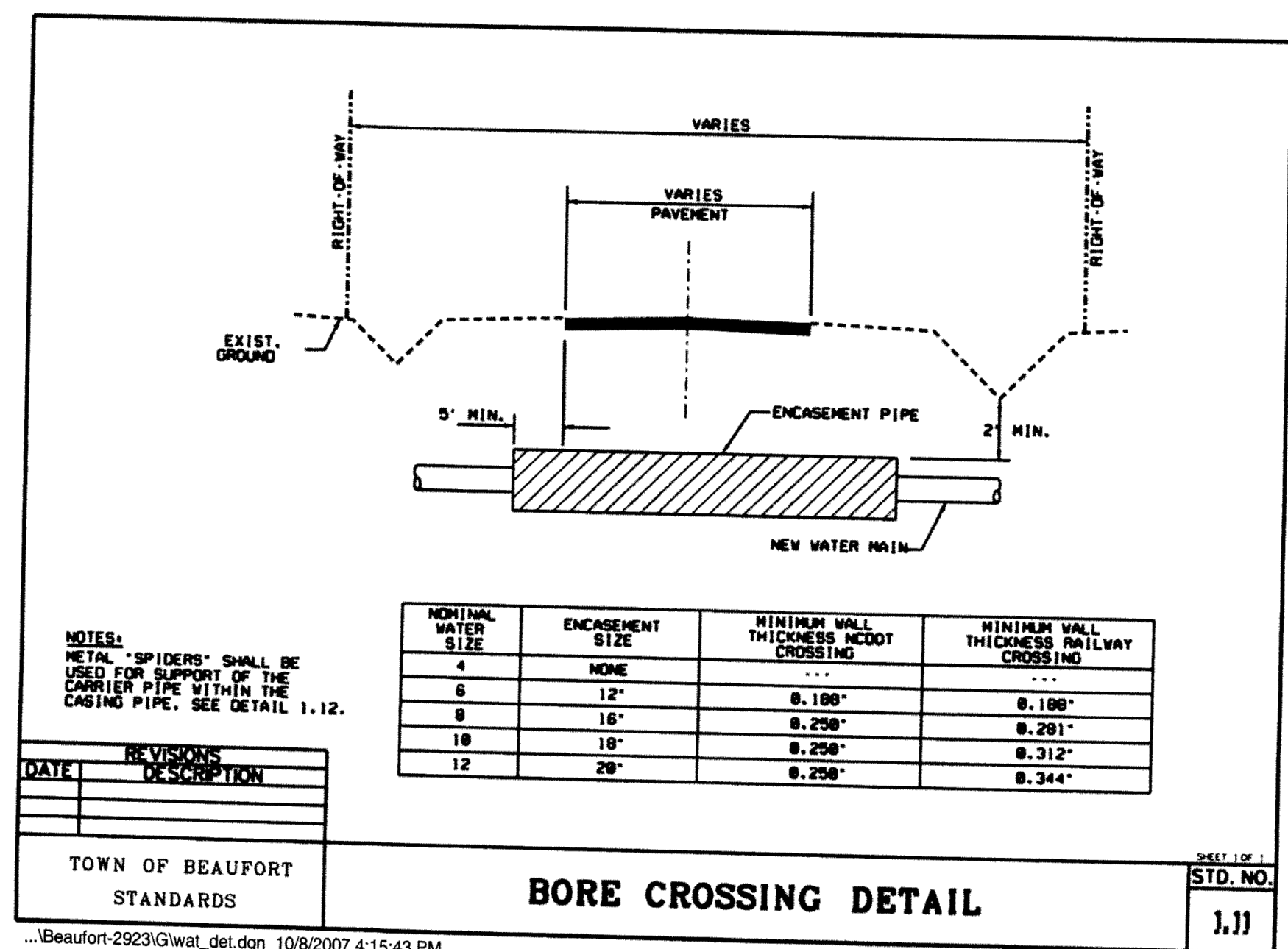
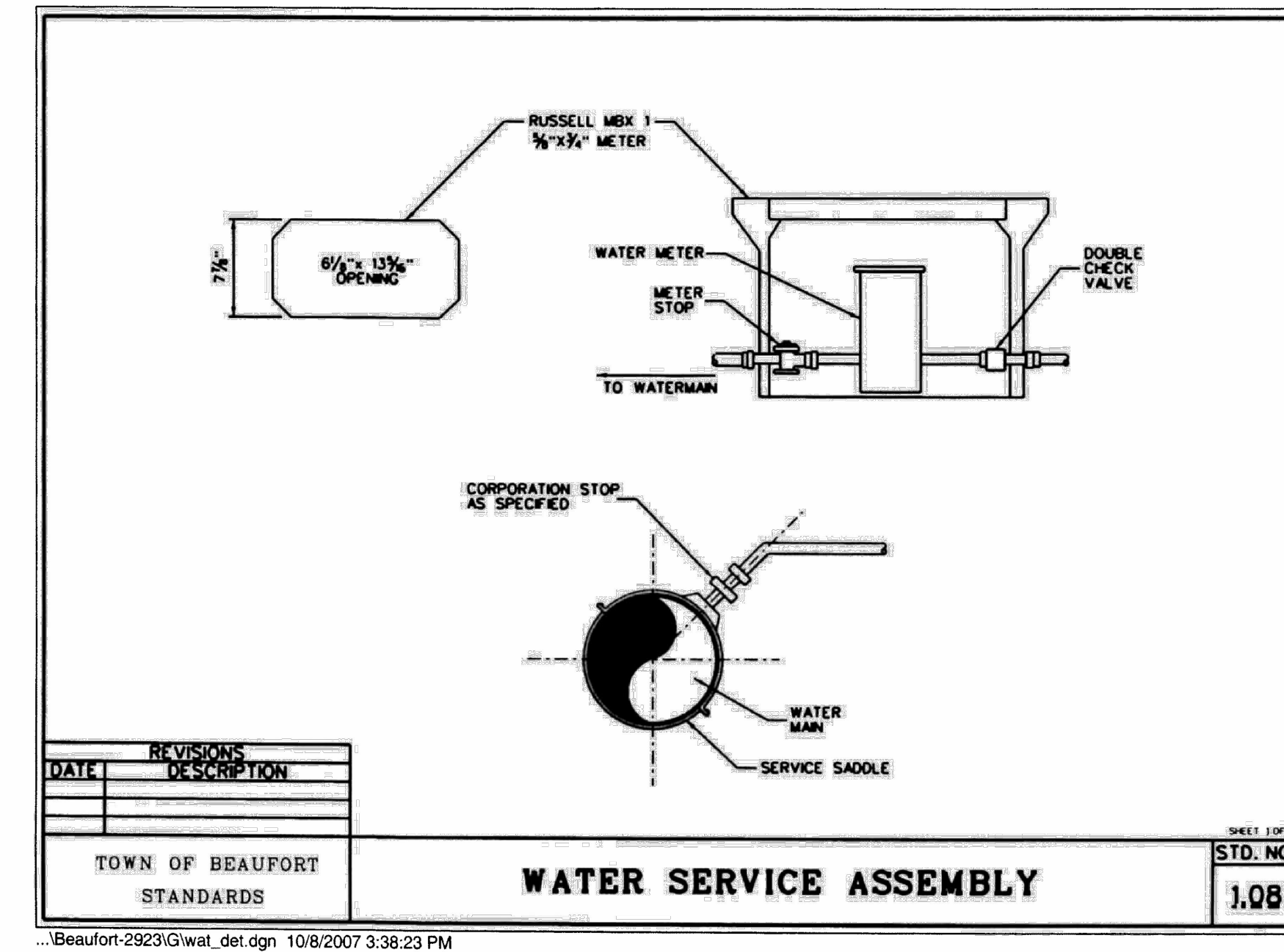
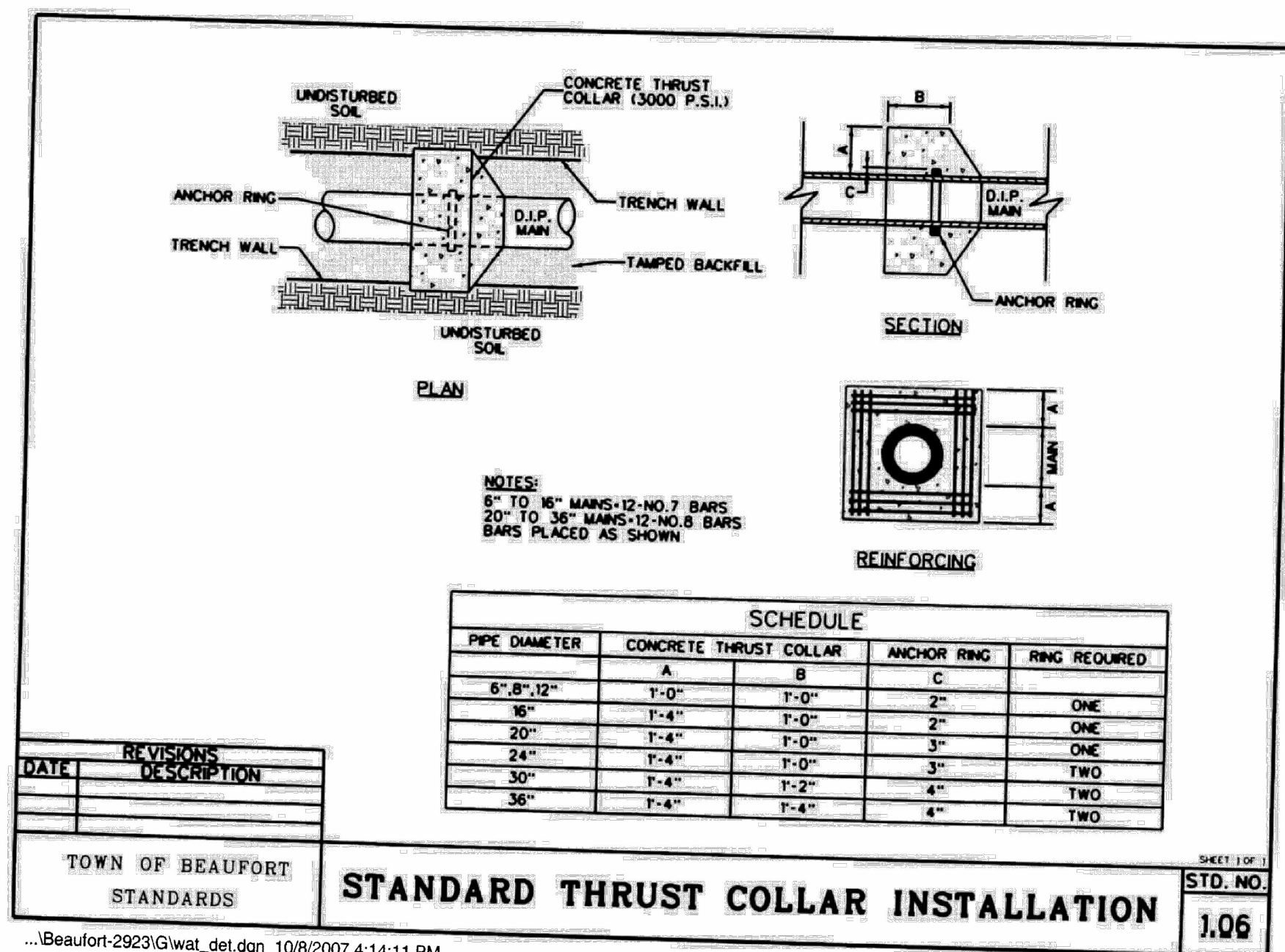
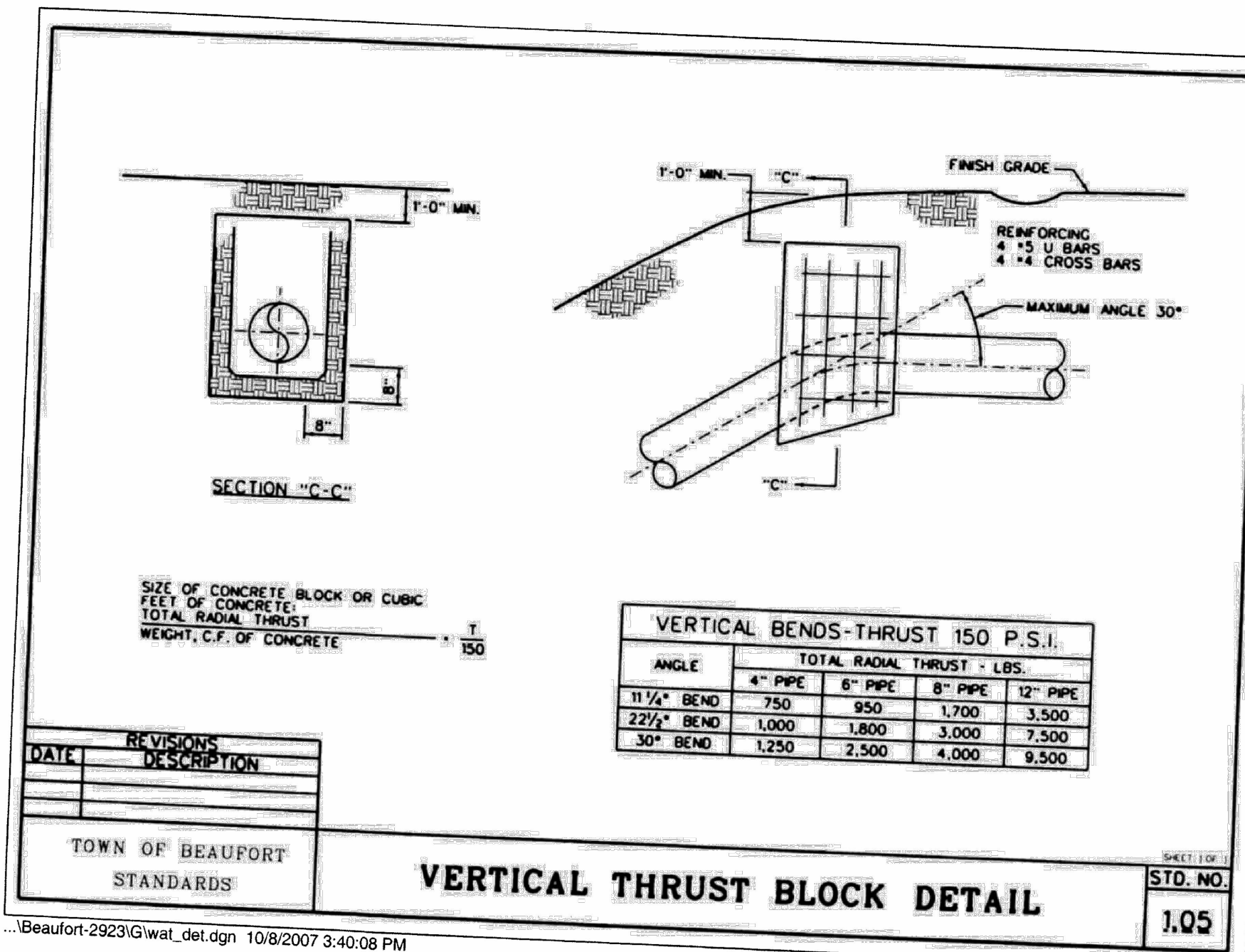
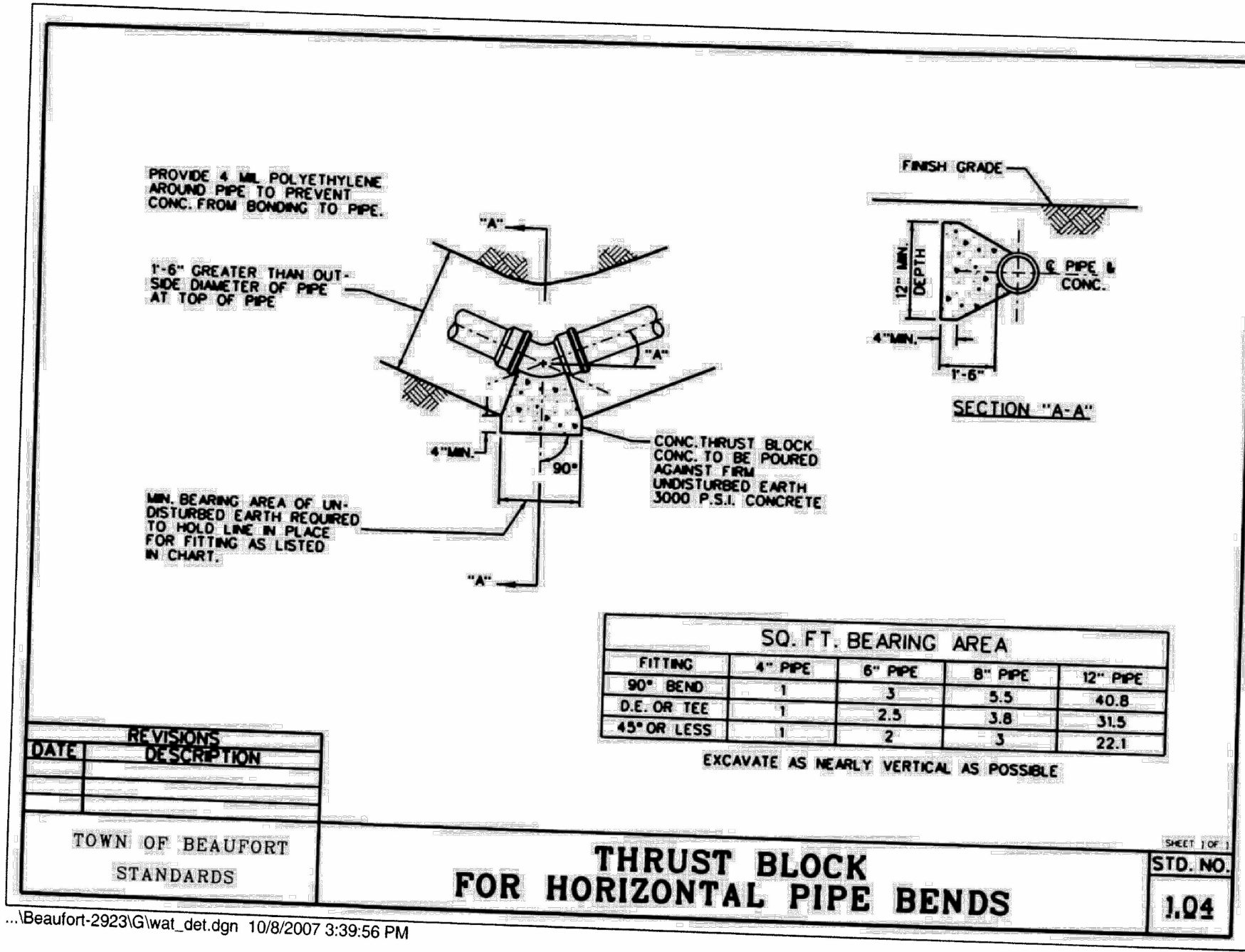
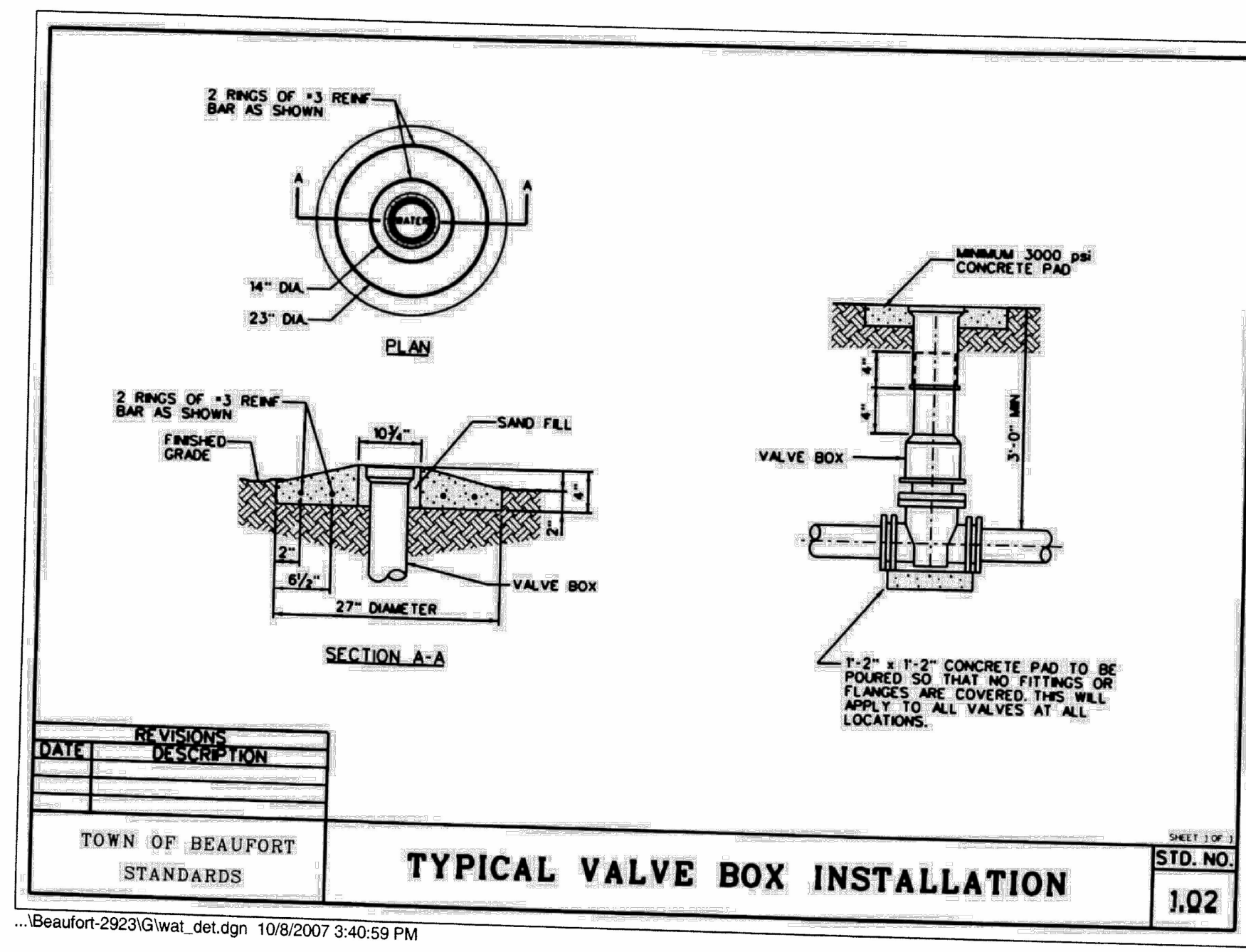
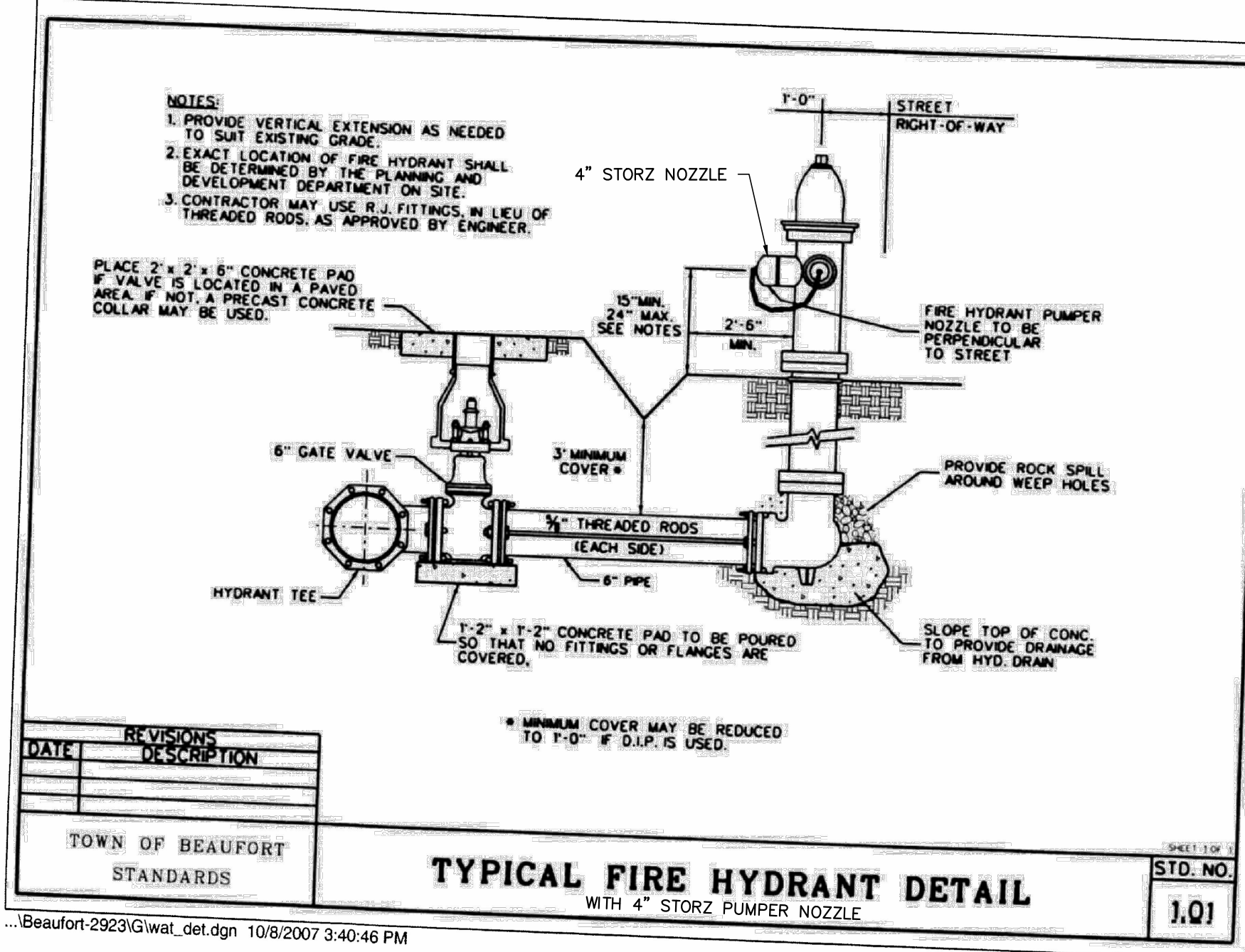
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05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: NO SCALE

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.7.4



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carolinas dewitt

SEAL
NORTH CAROLINA PROFESSIONAL ENGINEER
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KIM D. WHITMAN
06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
STANDARD DETAILS

Issue Dates:


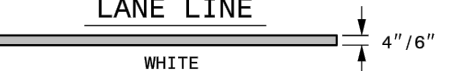


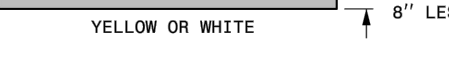
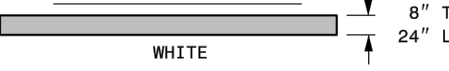
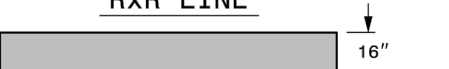

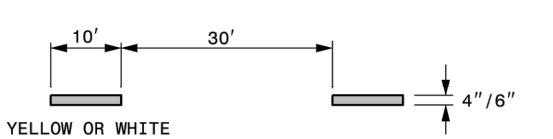
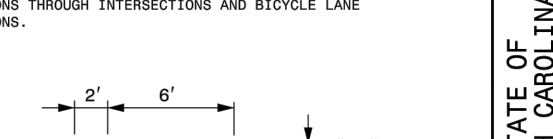
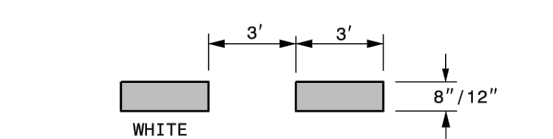
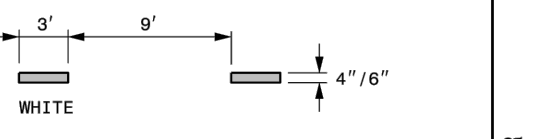
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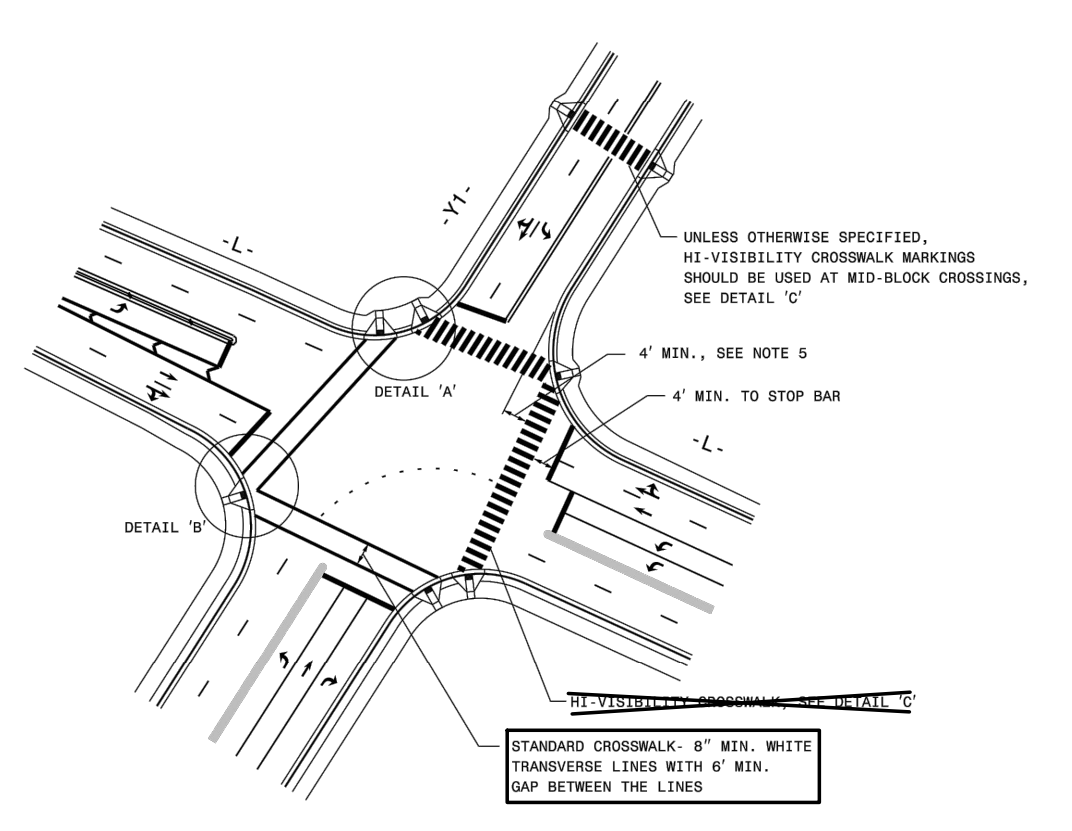
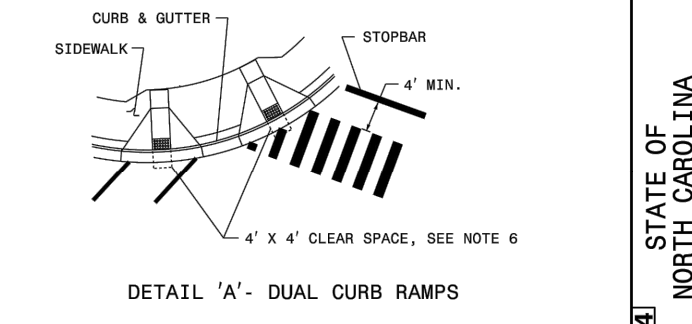
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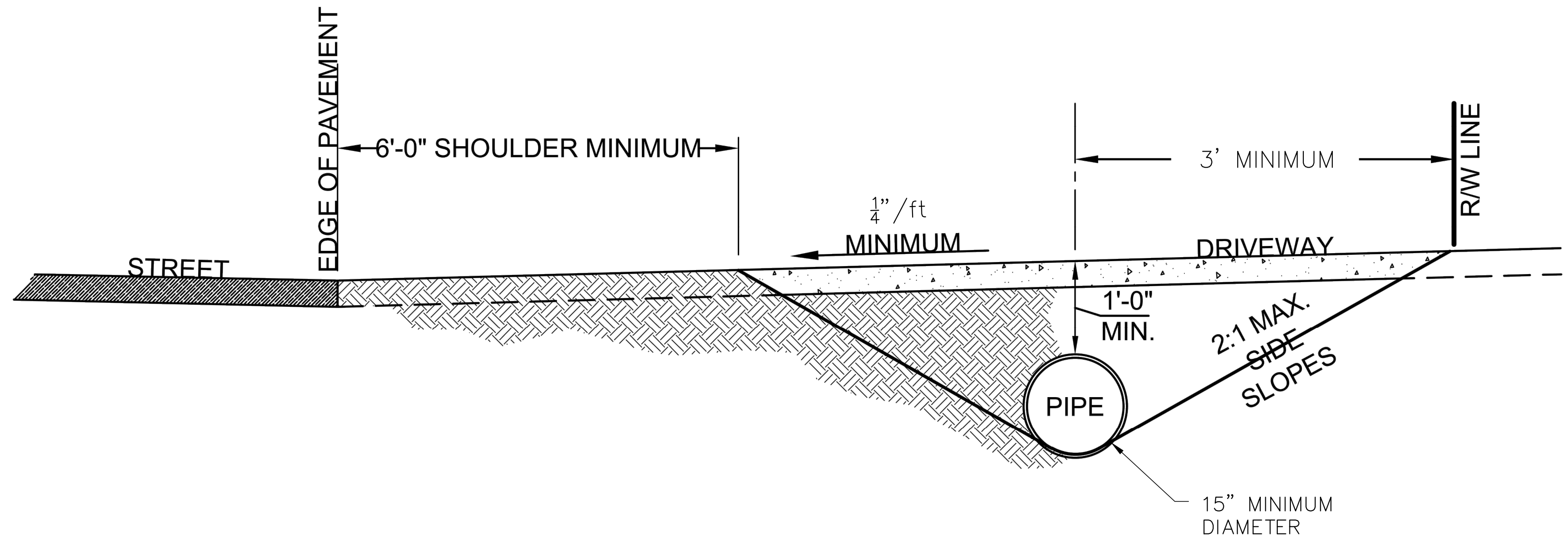
Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.8.0

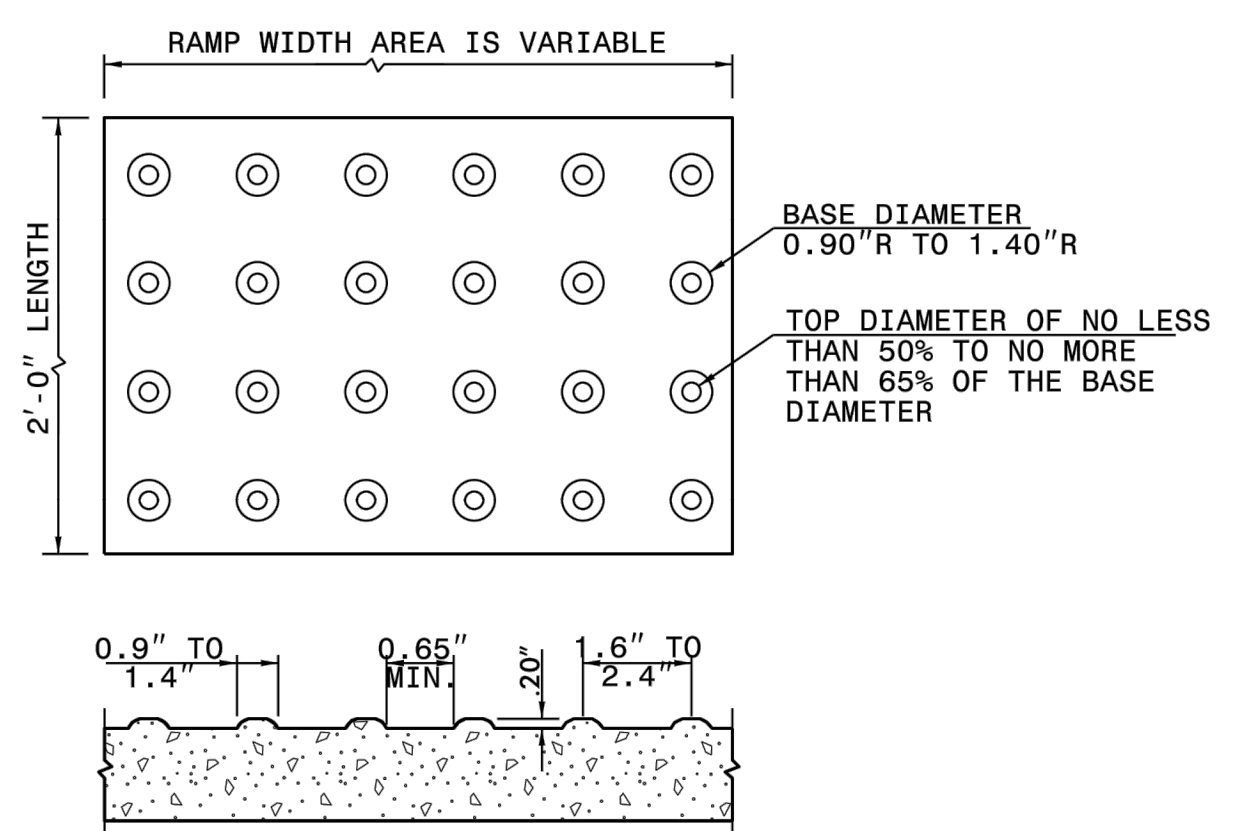
CONTINUOUS LINES        	10'-30'/SP SKIP LINE <small>UNLESS OTHERWISE SHOWN, USE 10'-30'/SP SKIPS FOR SKIP LANE LINES AND SKIP CENTER LINES.</small> 	2'-6'/SP MINI-SKIP LINE <small>UNLESS OTHERWISE SHOWN, USE 2'-6'/SP MINI-SKIPS FOR LINE LINE EXTENSIONS THROUGH INTERSECTIONS, EDGE LINE EXTENSIONS THROUGH INTERSECTIONS AND BICYCLE LANE EXTENSIONS.</small> 	STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.
	3'-3'/SP MINI-SKIP LINE <small>UNLESS OTHERWISE SHOWN, USE 3'-3'/SP MINI-SKIPS FOR THE WHITE EDGE LINE EXTENSION AT ROUNDABOUTS.</small> 	3'-9'/SP MINI-SKIP LINE <small>UNLESS OTHERWISE SHOWN, USE 3'-9'/SP MINI-SKIPS FOR MINI-SKIP LANE LINES, LINE EXTENSIONS THROUGH TAPERS, AND MINI-SKIPS USED FOR BICYCLE LANE LINES.</small> 	
	GENERAL NOTES: 1- USE 6" LANE, EDGE, AND CENTER LINES ON ALL FULL CONTROL OF ACCESS FACILITIES AND OTHER ROUTES AS DIRECTED BY THE ENGINEER. 2- LANE LINES INDICATED AS "WIDE" ON THE ROADWAY STANDARD DRAWINGS SHALL BE AT LEAST TWICE THE WIDTH OF THE NORMAL LINE. 3- GORE LINES SHALL BE TWICE THE WIDTH OF THE NORMAL LINE.		

CROSSWALK PLACEMENT GUIDANCE 	 CURB & GUTTER SIDEWALK STOPBAR 4' MIN. CLEAR SPACE, SEE NOTE 6	STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.
GENERAL NOTES: 1- USE THE DETAILS ABOVE AND THE FOLLOWING NOTES FOR GUIDANCE IN PLACING CROSSWALK MARKINGS. REFER TO NCOTD ROADWAY STANDARD DRAWINGS, MUTCD AND ADA STANDARDS FOR ADDITIONAL GUIDANCE. 2- THE LOCATION AND TYPE OF CROSSWALK MARKINGS SHOWN ON THE ABOVE DETAILS ARE FOR REFERENCE ONLY. LOCATE CROSSWALK MARKINGS AS SHOWN ON THE PROJECT DETAIL SHEETS OR AS DIRECTED BY THE ENGINEER. THE CROSSWALK MARKING TYPE, STANDARD OR HI-VISIBILITY, SHALL BE INSTALLED AS SPECIFIED ON THE PROJECT DETAIL SHEETS OR AS DIRECTED BY THE ENGINEER. 3- THE STANDARD CROSSWALK IS TWO WHITE 6" MIN. TRANSVERSE LINES WITH A 6" MIN. GAP BETWEEN THE LINES. THE HI-VISIBILITY CROSSWALK IS WHITE 24" MAX. WIDE LONGITUDINAL LINES WITH 24" MIN. GAPS BETWEEN LINES. SEE DETAIL 'C'. HI-VISIBILITY CROSSWALKS SHOULD BE A MINIMUM OF 4' WIDE. CURB RAMP MARKINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARES. 4- STOP BARS SHOULD BE PLACED A 4' MIN. IN ADVANCE OF NEAREST CROSSWALK LINE. 5- SET BACK DISTANCE FROM INSIDE CROSSWALK MARKING TO NEAREST EDGE OF TRAVEL IS 4' MIN. 6- BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4' X 4' MIN. SHALL BE PROVIDED WITHIN THE MARKINGS. 7- SINGLE DIAGONAL CURB RAMP WITH FLARED SIDES SHALL HAVE A SEGMENT OF CURB 2' MIN. LONG LOCATED ON EACH SIDE OF THE CURB RAMP AND WITHIN THE MARKED CROSSING, SEE DETAIL 'B'. 8- CURB RAMP SHALL BE CONSTRUCTED IN ACCORDANCE TO THE LATEST NCOTD ROADWAY STANDARD DRAWINGS. CURB RAMP THROUGH MEDIAN ISLANDS, SINGLE RAMP AT DUAL CROSSWALKS OR LIMITED R/W SITUATIONS, WILL BE HANDLED BY SPECIAL DETAILS. CONTACT THE CONTRACT STANDARDS AND DEVELOPMENT UNIT FOR DETAILS ON A SPECIAL DESIGN.		
ROADWAY STANDARD DRAWING FOR PAVEMENT MARKINGS PEDESTRIAN CROSSWALKS		SHEET 1 OF 2 1205.01

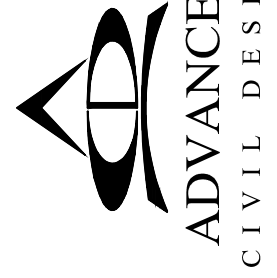

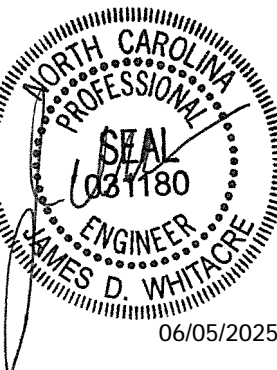


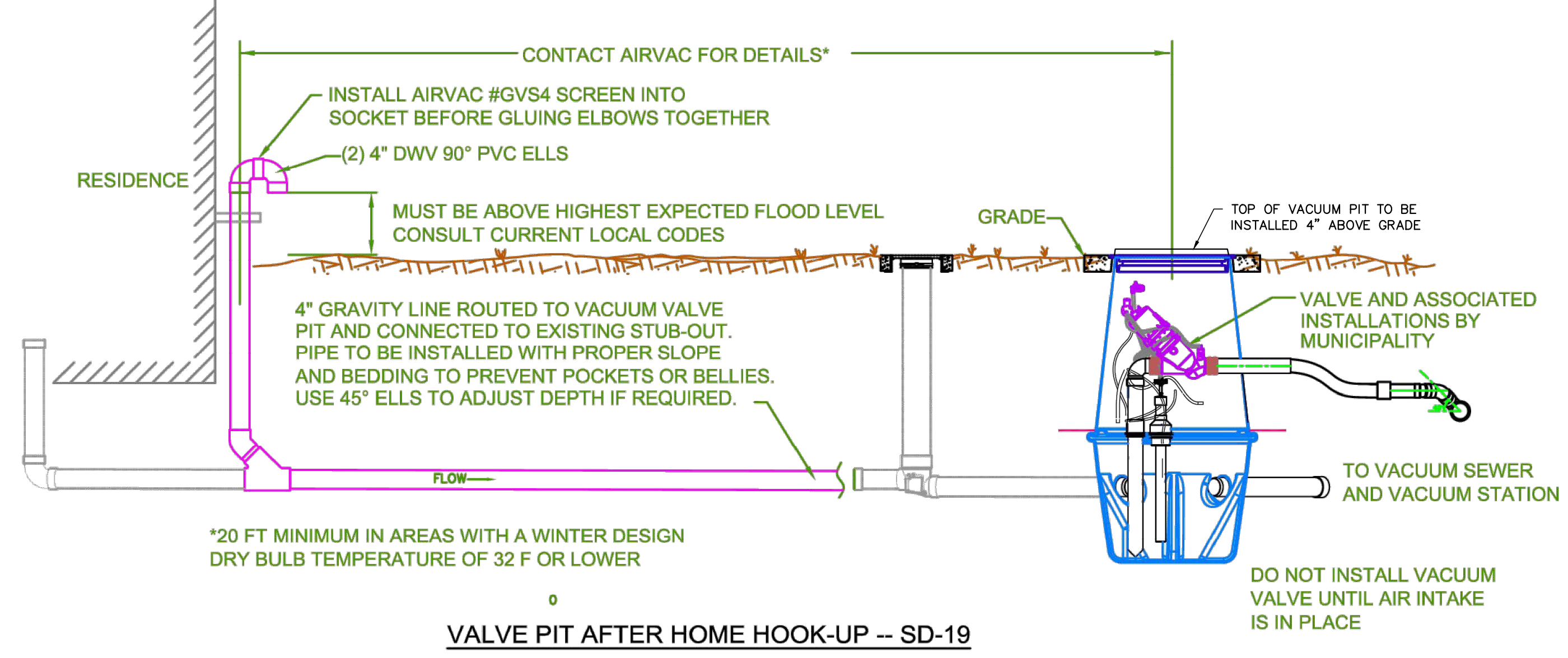
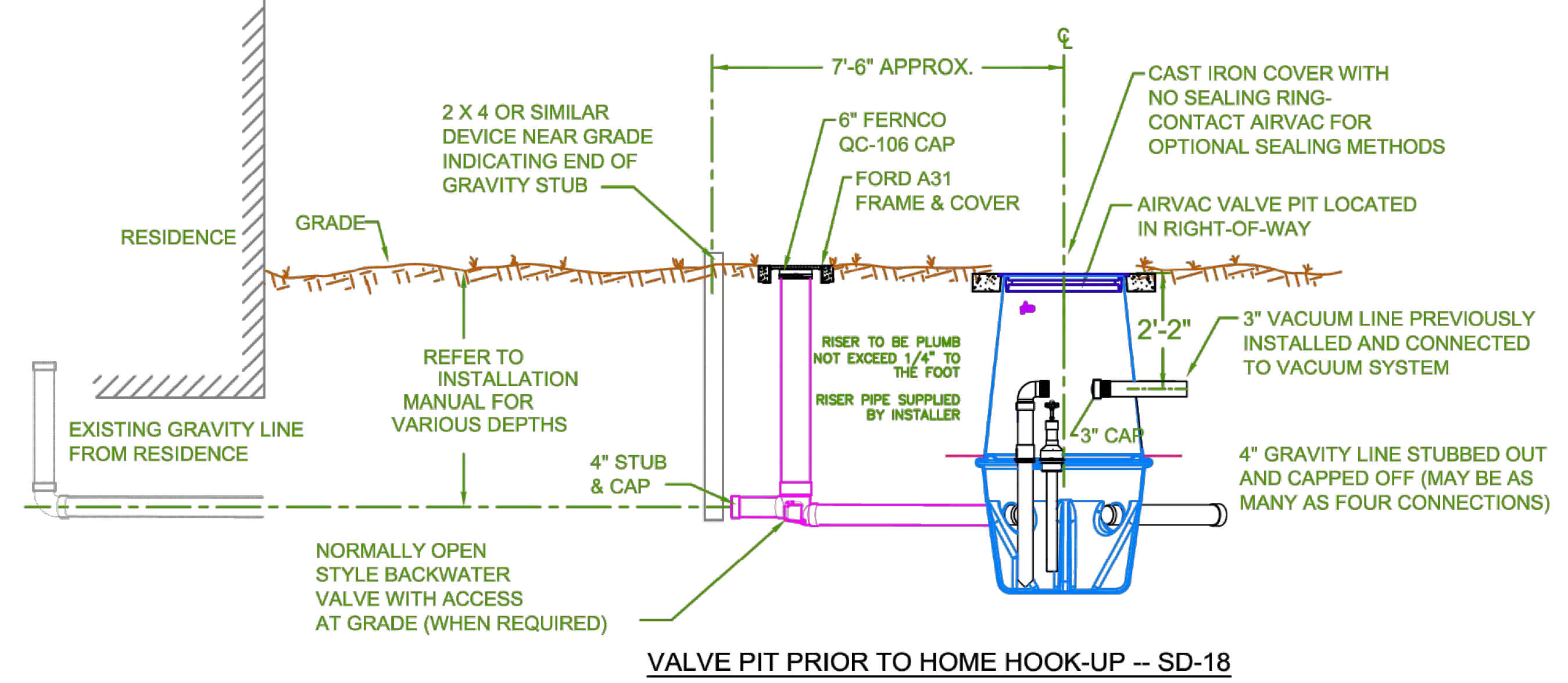
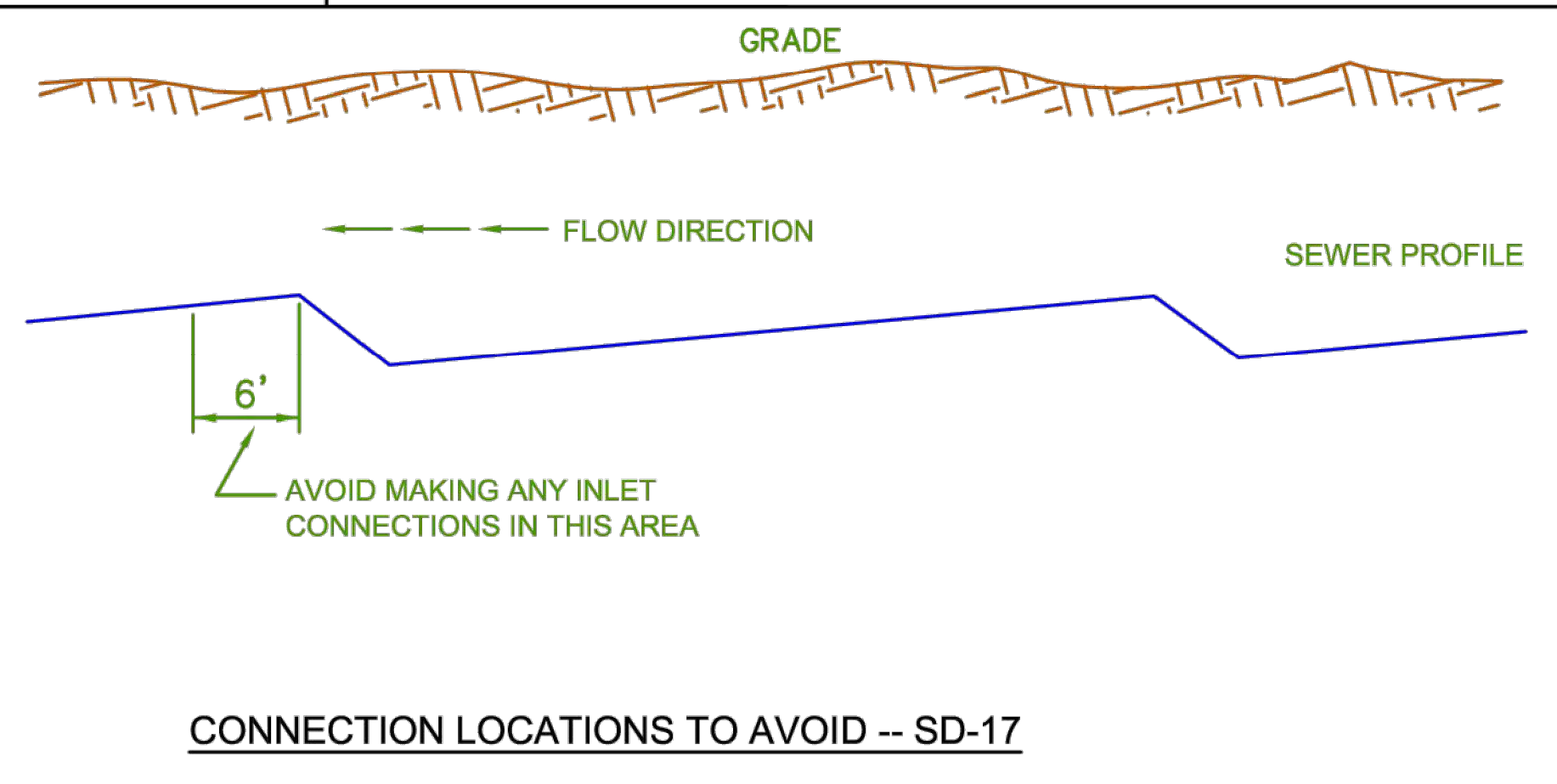
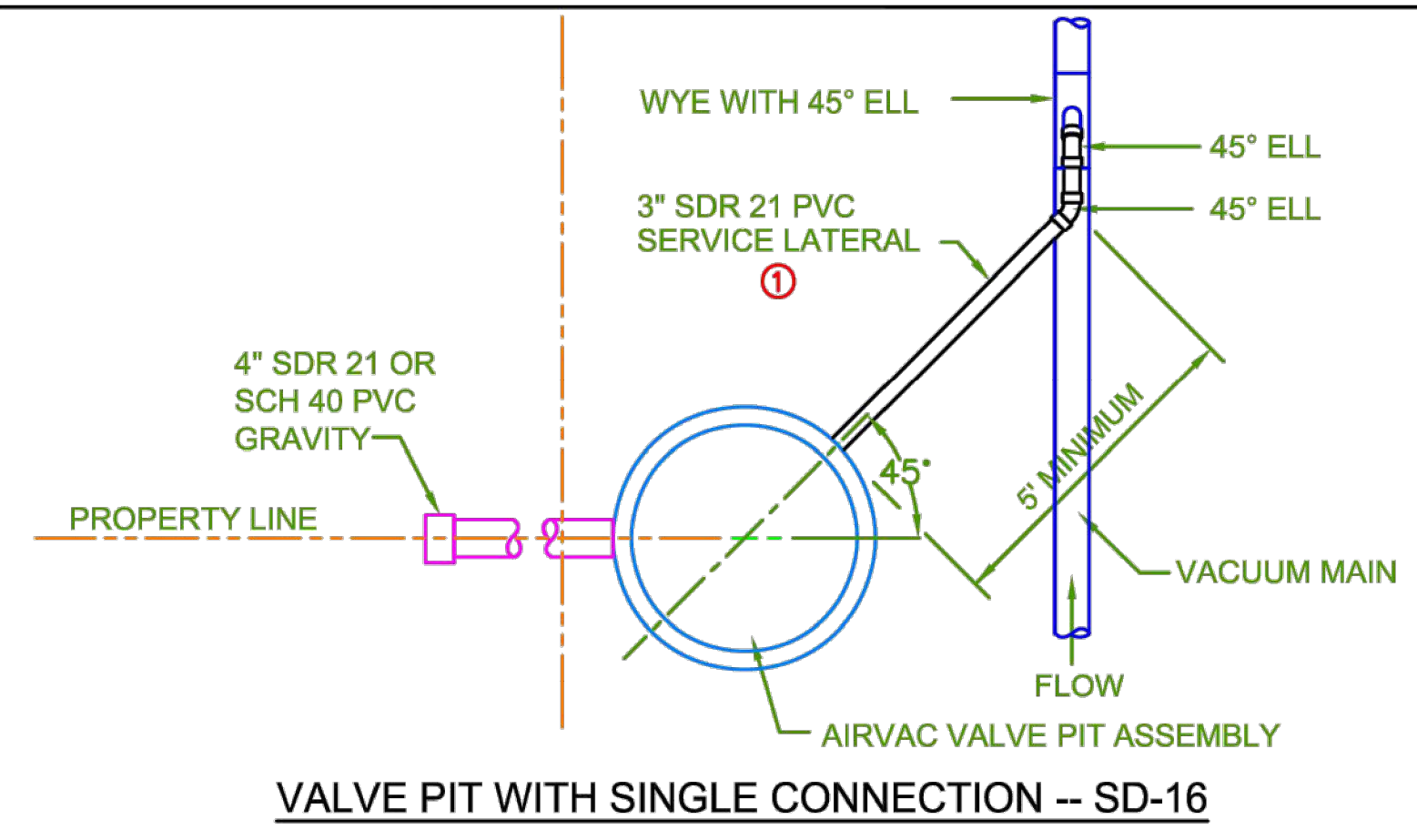
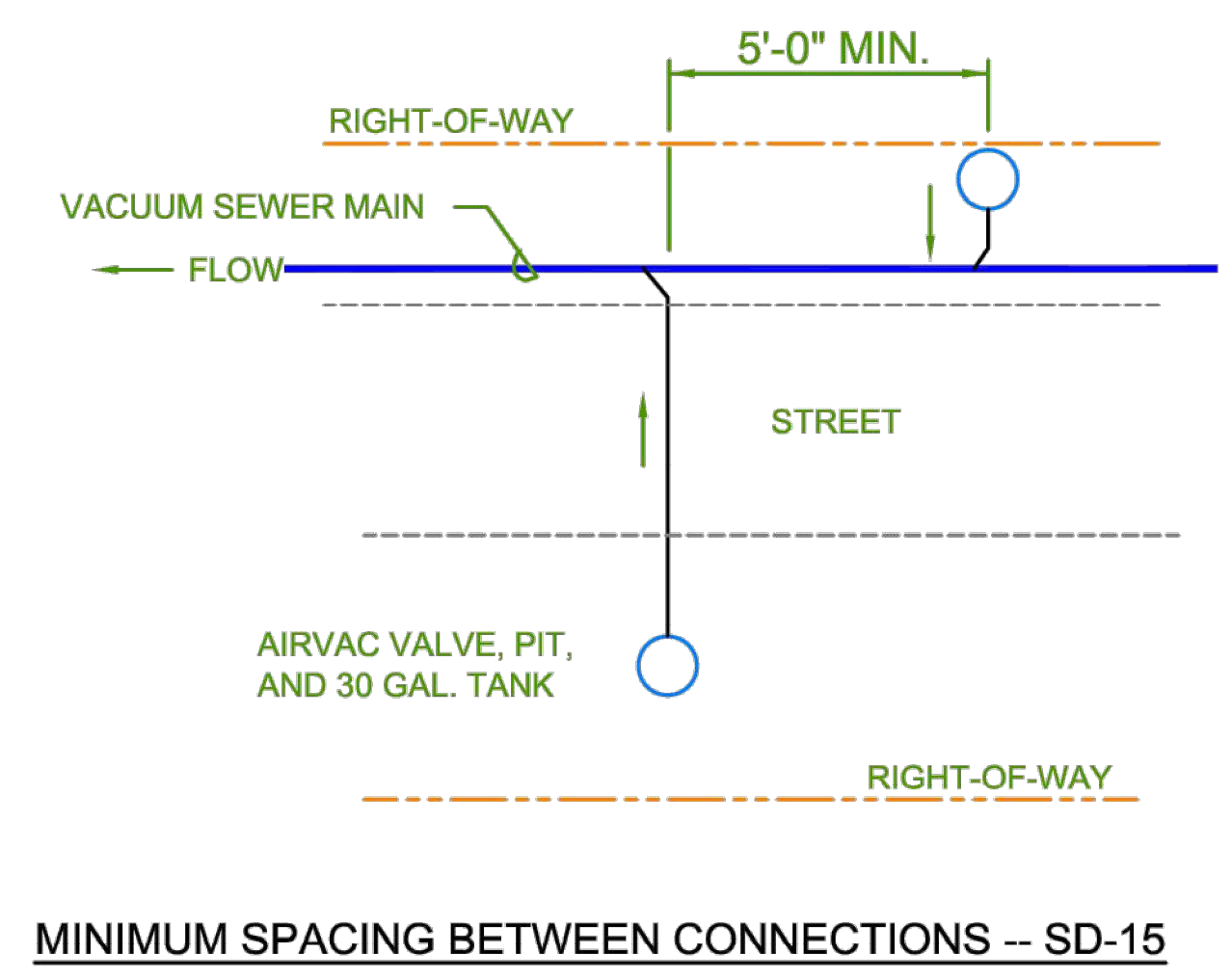
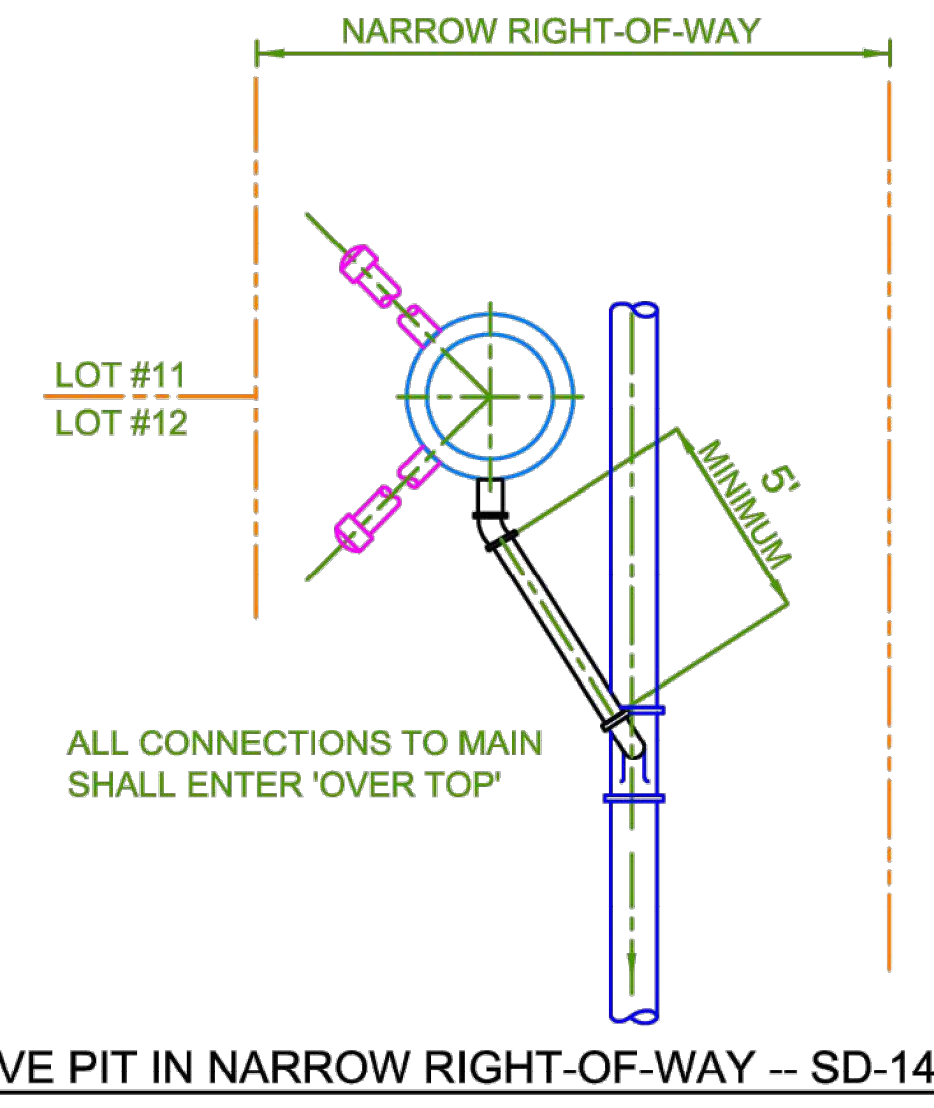
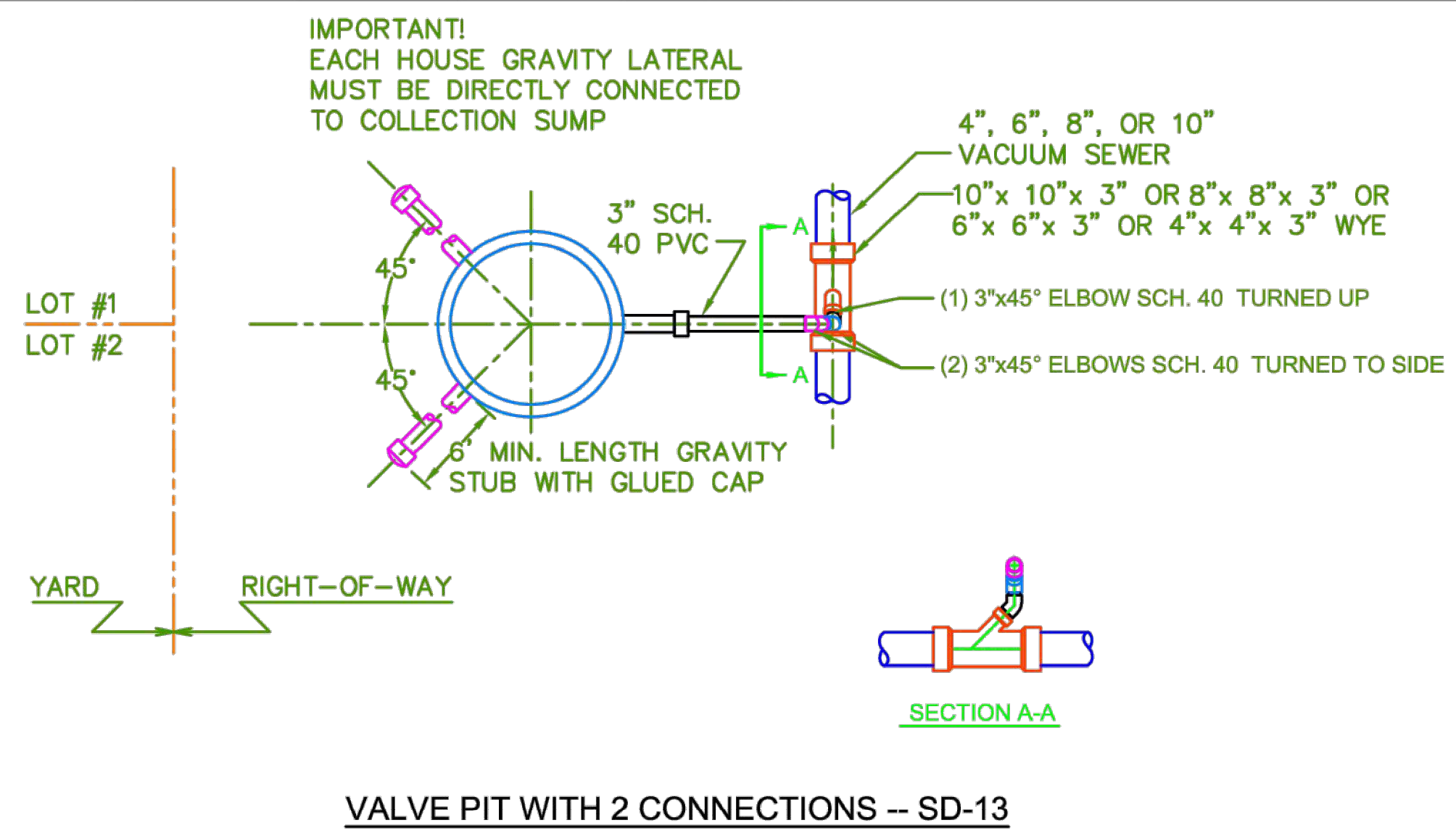
DRIVEWAY CULVERT DETAIL

NOTES:
 DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
 DETECTABLE WARNING SURFACE SHALL CONTRAST VISIBLY WITH ADJOINING SURFACE, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.



DETECTABLE WARNING SURFACE

PLAN PREPARED BY: FIRM # C-2796  51 Kilmoyne Drive Suite 102 Cary, North Carolina 27511 ph 919.481.6290 fax 919.336.5127 ENGINEERS SURVEYORS
PLAN PREPARED FOR: 

SITE CONSTRUCTION PLANS TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA ENCLAVE AT BEAUFORT CLUB FOR DEWITT CAROLINAS STANDARD DETAILS
Issue Dates: 02/21/2025: SKETCH PLAN SUBMITTAL 04/25/2025: SITE CONSTRUCTION SUBMITTAL 05/09/2025: SITE CONSTRUCTION SUBMITTAL 2 06/05/2025: SITE CONSTRUCTION SUBMITTAL 3
Date: 06/05/2025 Scale: NO SCALE
Drawn By: JLB Checked By: JDW
Project Number: 22-0016-742
Drawing Number: C.8.1



PLAN PREPARED BY:
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ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinass dewitt

SEAL
06/05/2025
KIMBERLY D. WHITLOCK
ENGINEER

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
AIRVAC DETAILS

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Date: 06/05/2025
Scale: NO SCALE

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.8.2

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Airvac
Vacuum Technology Systems

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NO.		REVISIONS	DATE	DESIGN BY	DATE	SCALE	DRAWING NO.
1		UPDATED TITLE BLOCK, NOTES, FONT, ETC	12/27/2019	SHL	4/25/2019	NTS	3-S

AIRVAC PROJECT NOTES

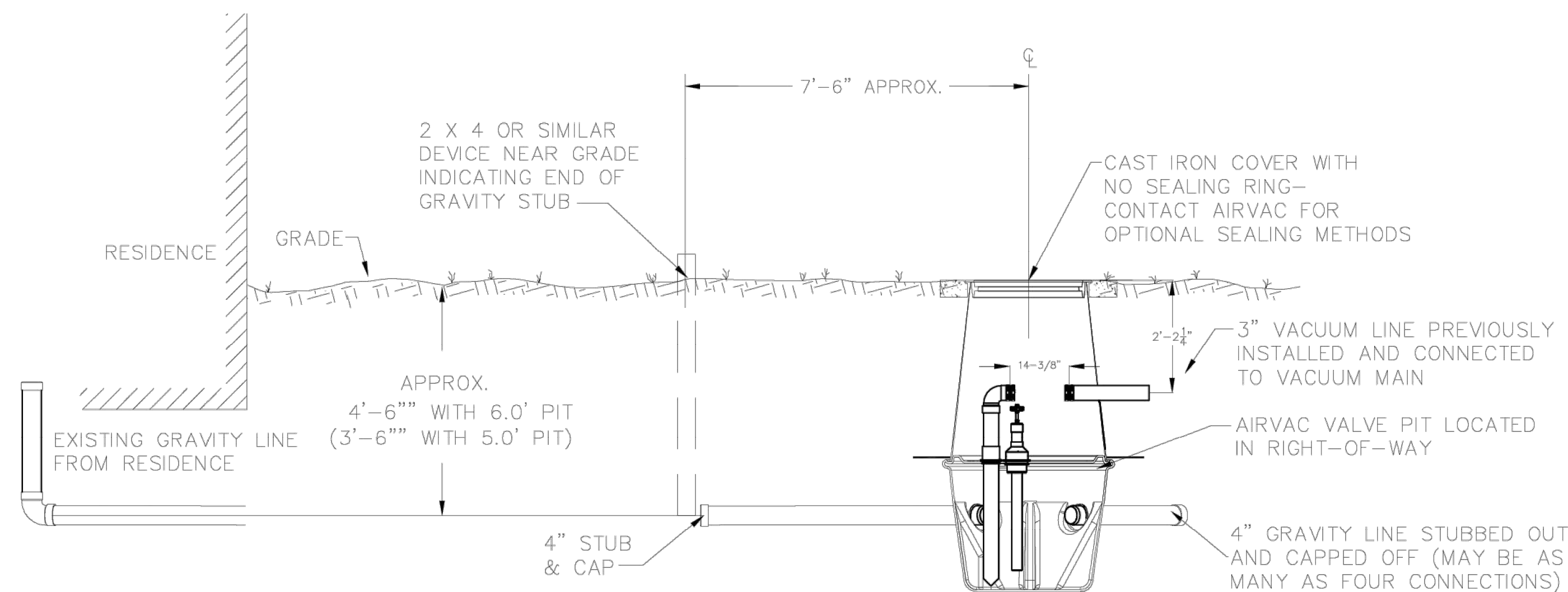
- 1 SCREENS ARE REQUIRED AT AIR INTAKE PIPES (VENT). VENTS SHALL CONTAIN IDENTIFICATION OR NAME AND PHONE NUMBER FOR EMERGENCY CONTACT (BY TOWN DURING HOME CONSTRUCTION).
- 2 VENTS SHALL BE PLACED 2' ABOVE THE 100-YEAR BASE FLOOD ELEVATION (9.0 MSL, NAVD 88)
- 3 THE CONTRACTOR SHALL PROVIDE 4" SCH 40 PVC (5' LENGTH) WITH CAP AND MARKING POST (TREATED 2x4 POST EXTENDING TO GRADE).

VACUUM CONTROL VALVES AND CAPPED SERVICE CONNECTION STUBOUT (WITH SCREENED VENT) SHALL BE INSTALLED WITHIN THE VACUUM PITS DURING SYSTEM INSTALLATION (BY UTILITY CONTRACTOR).

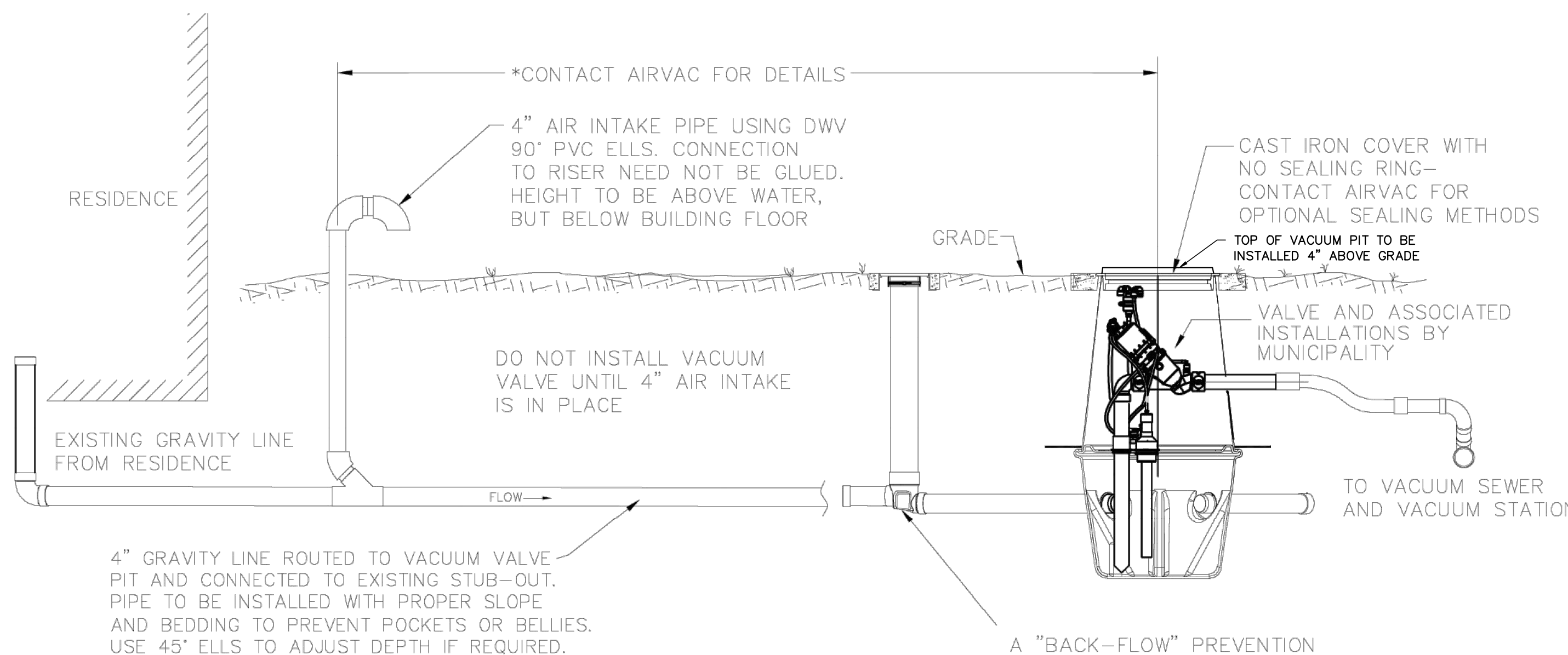
A. ALL LATERALS WILL BE INSTALLED BY PLUMBERS HAVING ATTENDED A MANDATORY INSTALLATION WORKSHOP TO BE SPONSORED BY THE TOWN OF BEAUFORT.

B. AT THE TIME OF THE HOME BUILDING PERMIT REQUEST, THE TOWN SHALL DETERMINE IF THE RESIDENCE TO BE SERVED WILL REQUIRE A NORMALLY OPEN BACKFLOW PREVENTER. IF THE SCREENED VENT IS BELOW THE LOWEST FIXTURE IN THE BUILDING AND/OR ADJACENT BUILDING SERVED BY THE SAME VALVE PIT, THEN A TOWN APPROVED, NORMALLY OPEN, BACKFLOW PREVENTER MAY BE REQUIRED.

C. ALL WORK PROVIDED BY THE PLUMBING CONTRACTOR SHALL BE INSPECTED BY THE TOWN PRIOR TO BACKFILLING THE TRENCH. IT IS ANTICIPATED THAT THE SCREENED VENT MAY BE RELOCATED DURING ACTUAL HOME CONSTRUCTION. TOWN INSPECTION WILL ALSO BE REQUIRED FOR RELOCATION OF THE SCREENED VENT.



VALVE PIT PRIOR TO HOME HOOK-UP



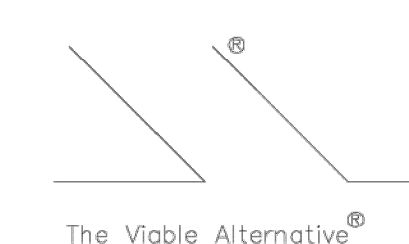
VALVE PIT AFTER HOME HOOK-UP

NOTE: MINIMUM DISTANCE FROM AIR INTAKE OR AIR TERMINAL TO VALVE PIT PACKAGE IS 20 FT. IN COLD WEATHER CLIMATES. (THOSE WITH WINTER DESIGN DRY BULB TEMPERATURE OF 32 DEG. FAHRENHEIT OR LOWER.) MAXIMUM DISTANCE FROM AIR INTAKE TO VALVE PIT PACKAGE IS 60 FT. AT ANY LOCATION.

AIRVAC VACUUM SEWER SYSTEMS

AIRVAC, INC.
P.O. BOX 528, 4217 N. OLD U.S. 31, ROCHESTER, INDIANA 46975 U.S.A.

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TITLE HOME-TO-2 PIECE VALVE PIT CONNECTION DETAIL			
CLIENT AIRVAC ----- STANDARD			
DRAWN BY SHL	DATE 2/12/2016	SCALE 1/4" = 1'-0"	DRAWING NO. 7-S
DESIGN BY DLM	DATE	COPYRIGHT © AIRVAC	

NO.	REVISIONS	DATE

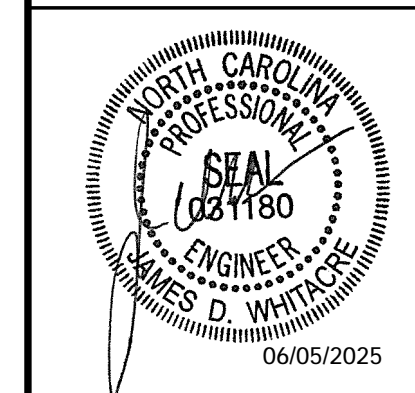
PLAN PREPARED BY:
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SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
AIRVAC DETAILS

Issue Dates:

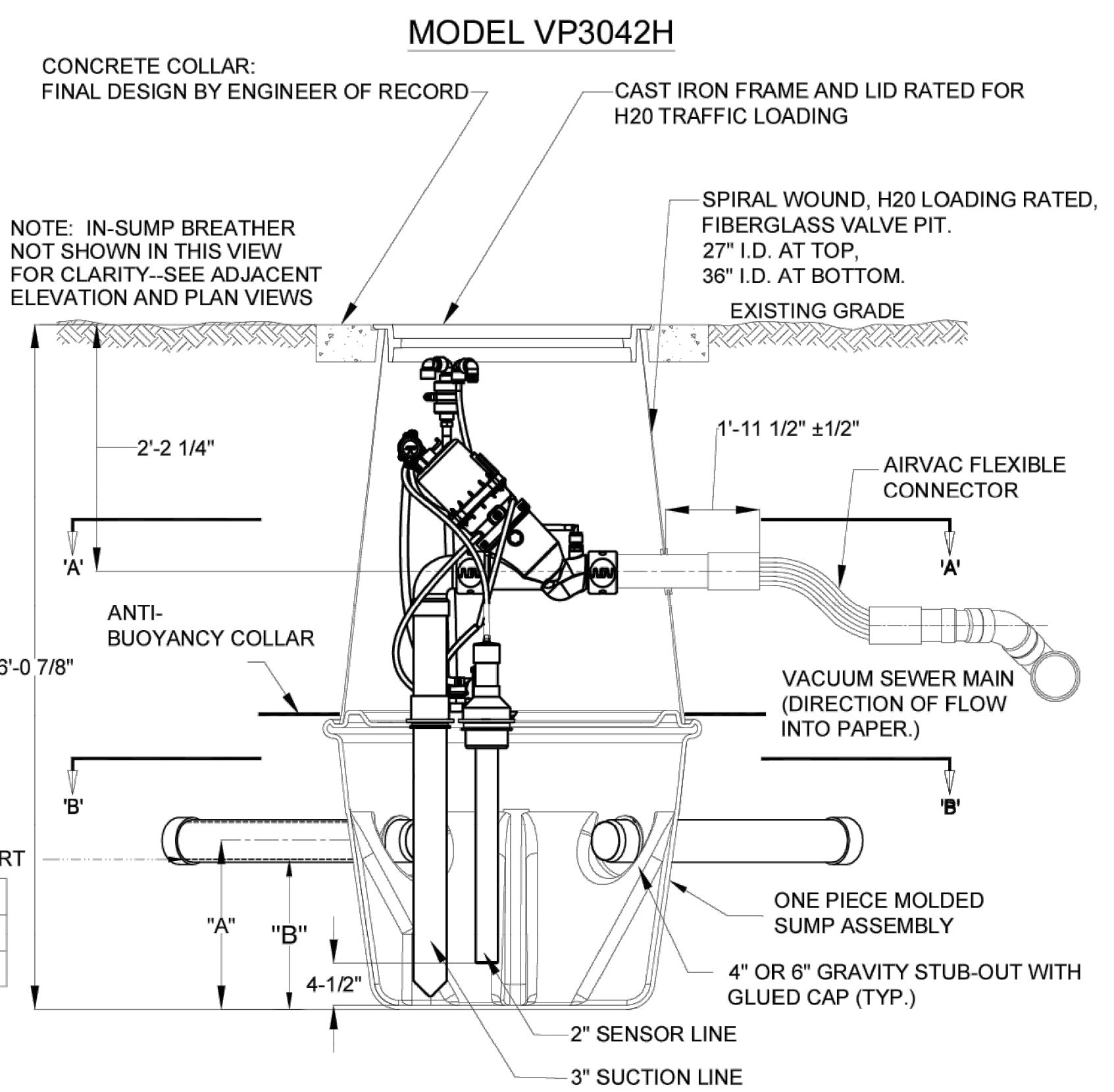
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04/25/2025: SITE CONSTRUCTION SUBMITTAL
05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
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Drawn By: JLB
Checked By: JDW

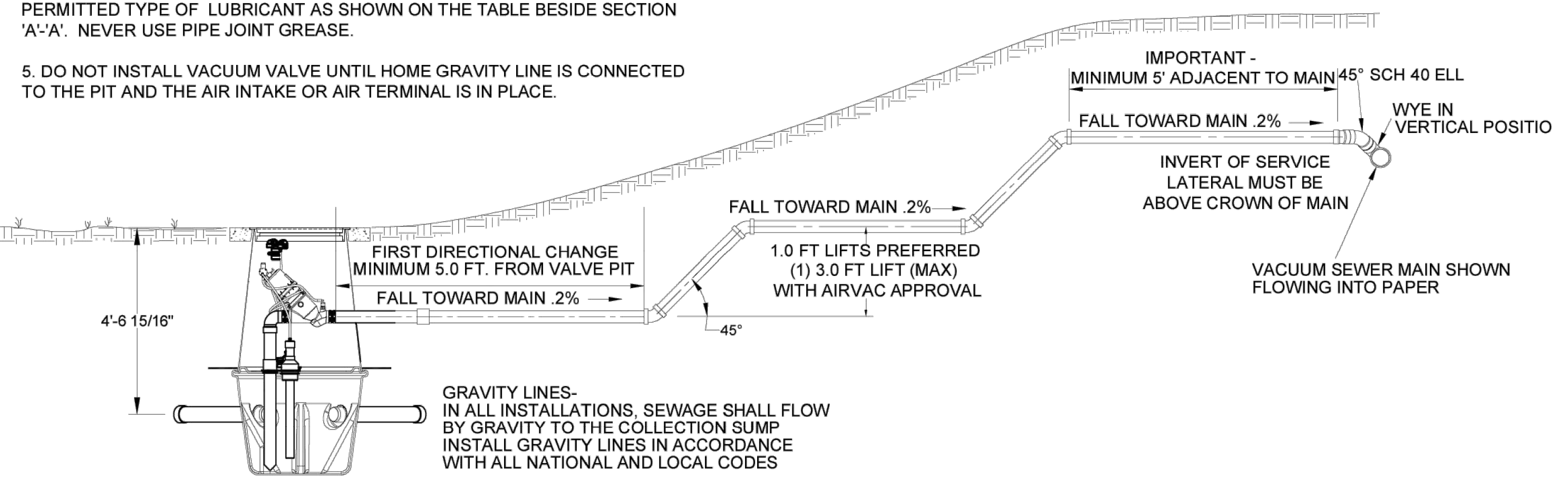
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22-0016-742

Drawing Number:
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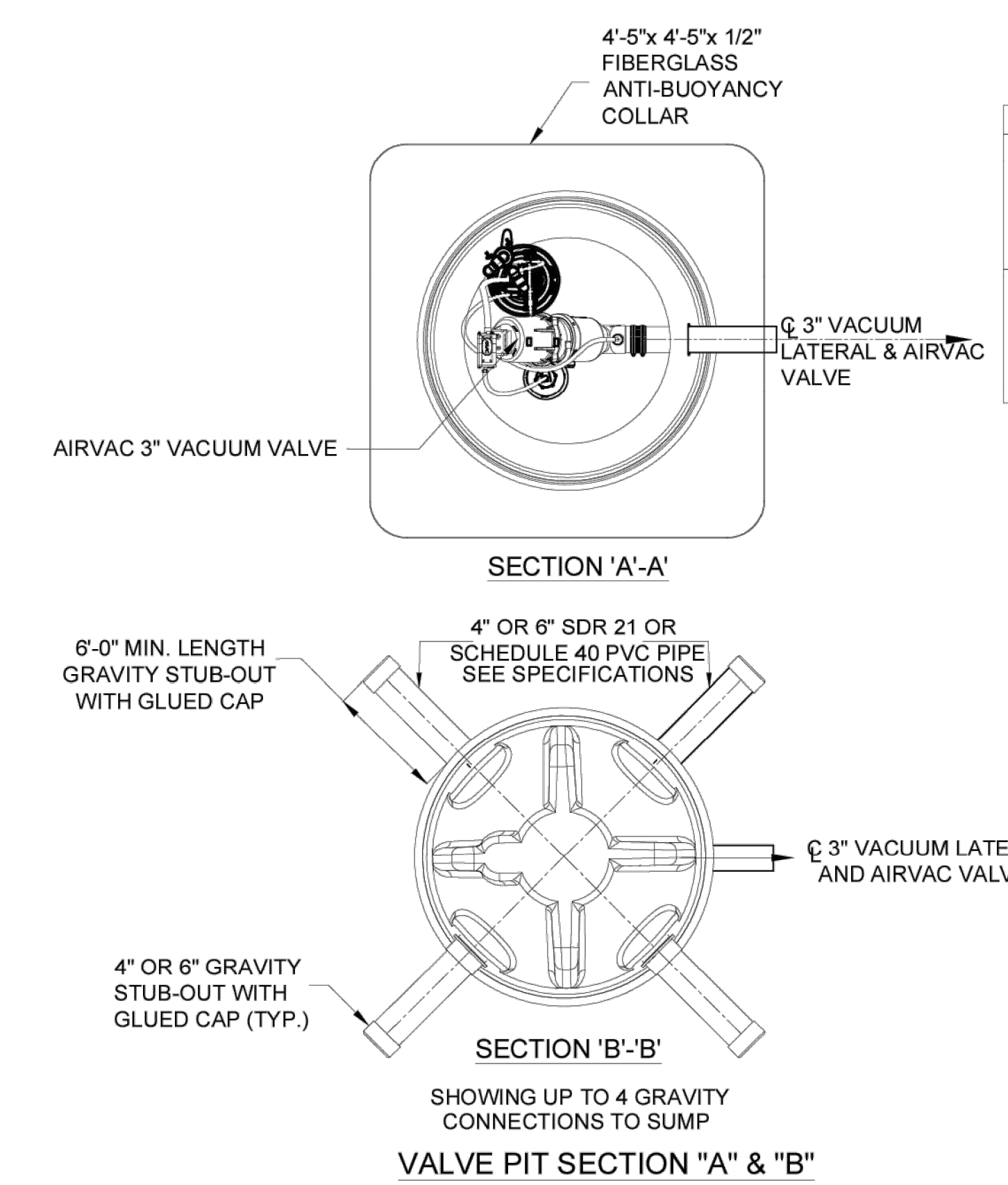


	4" GRAVITY	6" GRAVITY
DIM "A"	18" - 24"	19" - 24"
DIM "B"	16" - 22"	16" - 21"

- NOTES:
1. ALL GROMMETS FOR VALVE PIT AND SUMP SUPPLIED BY AIRVAC.
 2. ALL HOLES IN VALVE PIT AND PIT BOTTOM ARE FACTORY CUT. ALL GRAVITY LINE CONNECTION OPENINGS IN THE SUMP ARE FIELD CUT.
 3. ONLY HOMES OR APARTMENTS WHOSE LOWER FLOOR ELEVATIONS ARE THE SAME SHOULD BE CONNECTED TO A COMMON VACUUM VALVE PIT INSTALLATION. SOME LOCAL CODES MAY REQUIRE THE INSTALLATION OF A BACKFLOW PREVENTER IN THE HOME OWNERS' GRAVITY LINES. WITH MULTIPLE FLOOR APARTMENTS, EACH FLOOR LEVEL SHOULD BE SERVICE BY ITS OWN VACUUM VALVE PIT PACKAGE.
 4. WHEN INSTALLING ANY PIPE THROUGH A GROMMET, USE ONLY THE PERMITTED TYPE OF LUBRICANT AS SHOWN ON THE TABLE BESIDE SECTION 'A-A'. NEVER USE PIPE JOINT GREASE.
 5. DO NOT INSTALL VACUUM VALVE UNTIL HOME GRAVITY LINE IS CONNECTED TO THE PIT AND THE AIR INTAKE OR AIR TERMINAL IS IN PLACE.

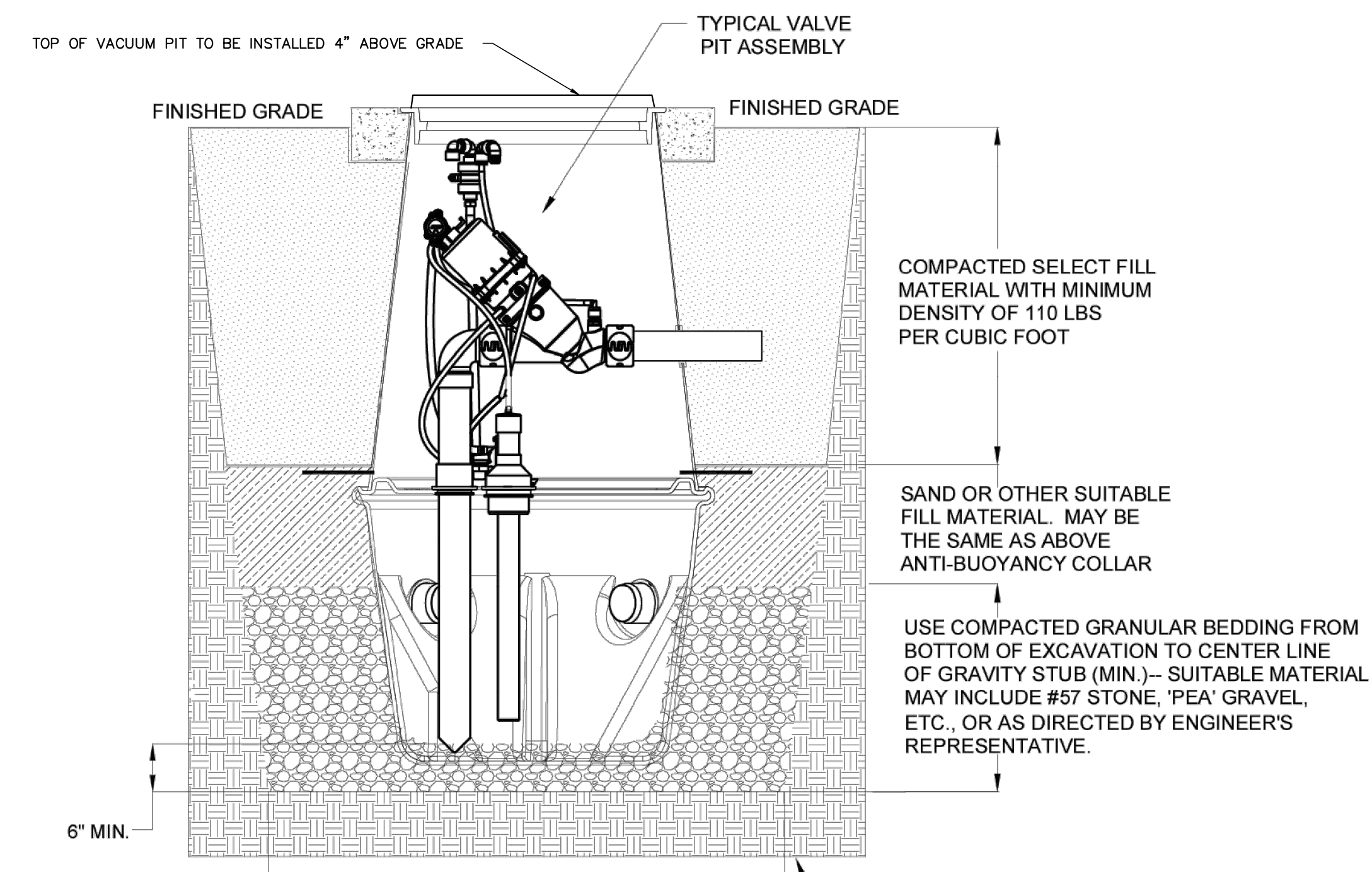


LIFT DETAILS FOR 3" SERVICE LATERAL



INSTALLING PIPE THROUGH A GROMMET

TYPE OF LUBRICANT	PERMITTED	WHERE USED
PIPE LUBRICANT PER ANS/NSF STANDARD #61	EITHER WATER SOLUBLE OR NON-WATER SOLUBLE IS PERMITTED	GROMMETS FOR GRAVITY STUB-OUTS AND VACUUM SERVICE LATERALS (ALL VALVE PITS)
LIQUID DISHWASHING DETERGENT DILUTED 10-20% IN WATER	PIPE LUBRICANT NOT PERMITTED	GROMMETS FOR SUCTION & SENSOR PIPES AND IN-SUMP BREATHER (2-PIECE PITS ONLY)



VALVE PIT BEDDING & BACKFILL DETAIL

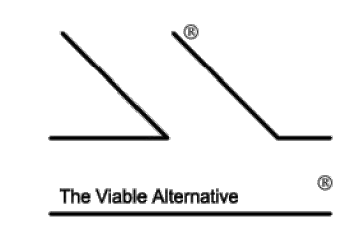
- AIRVAC PROJECT NOTES**
4. ALL RESIDENTIAL VALVE PITS SHALL UTILIZE THE FLEXIBLE CONNECTOR AND FIBERGLASS ANTI-BUOYANCY COLLAR.
 5. UTILIZE ONE 18' SECTION OF 3" DUCTILE IRON PIPE CENTERED AT WATERLINE WHERE THE WATERLINE IS BELOW THE SANITARY LATERAL OR LESS THAN 18" ABOVE IT.
 6. CONSULT WITH LOCAL BUILDING INSPECTOR TO DETERMINE IF A BACKFLOW PREVENTER IS NECESSARY WHERE THE VENT PIPE OPENING IS ABOVE THE LOWEST FINISH FLOOR OF ANY DWELLING CONNECTED TO THE RECEIVING VACUUM PIT.

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Vacuum Technology Systems



NO.	DESCRIPTION	DATE
4	REMOVED SURGE SUPPRESSOR -SHL-	7/13/2022
3	REVISED GRAVITY LINE DRILLING DIMENSION -SHL-	2/24/2022
2	REPLACED WITH NEW BREATHER -SHL-	7/10/2020
1	UPDATED TITLE BLOCK, NOTES, FONT, ETC -SHL-	11/13/2019

TITLE		DATE		SCALE		DRAWING NO.	
2 PIECE 6FT HYBRID PIT		2/12/2018		NO SCALE		V/P H-1	
DRAWN BY		DATE		SCALE		DRAWING NO.	
JLB		2/12/2018		NO SCALE		V/P H-1	

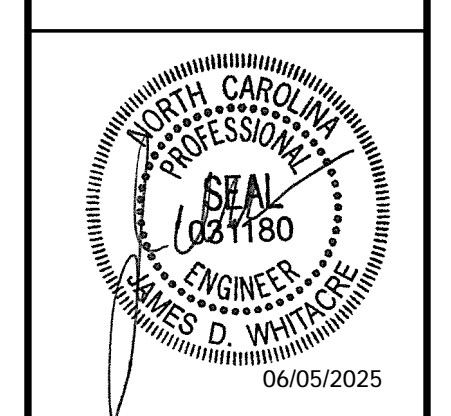
PLAN PREPARED BY:
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SITE CONSTRUCTION PLANS
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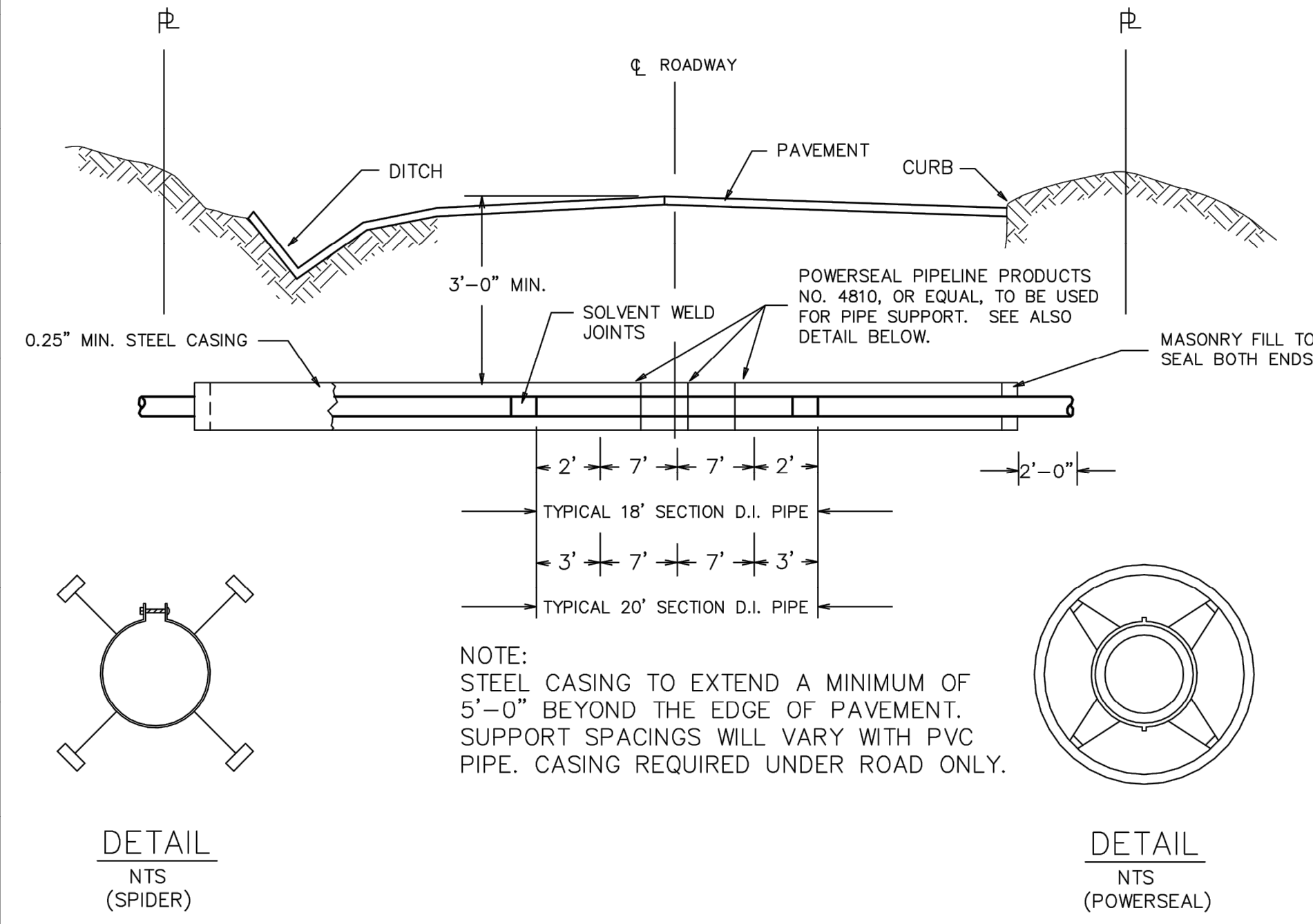
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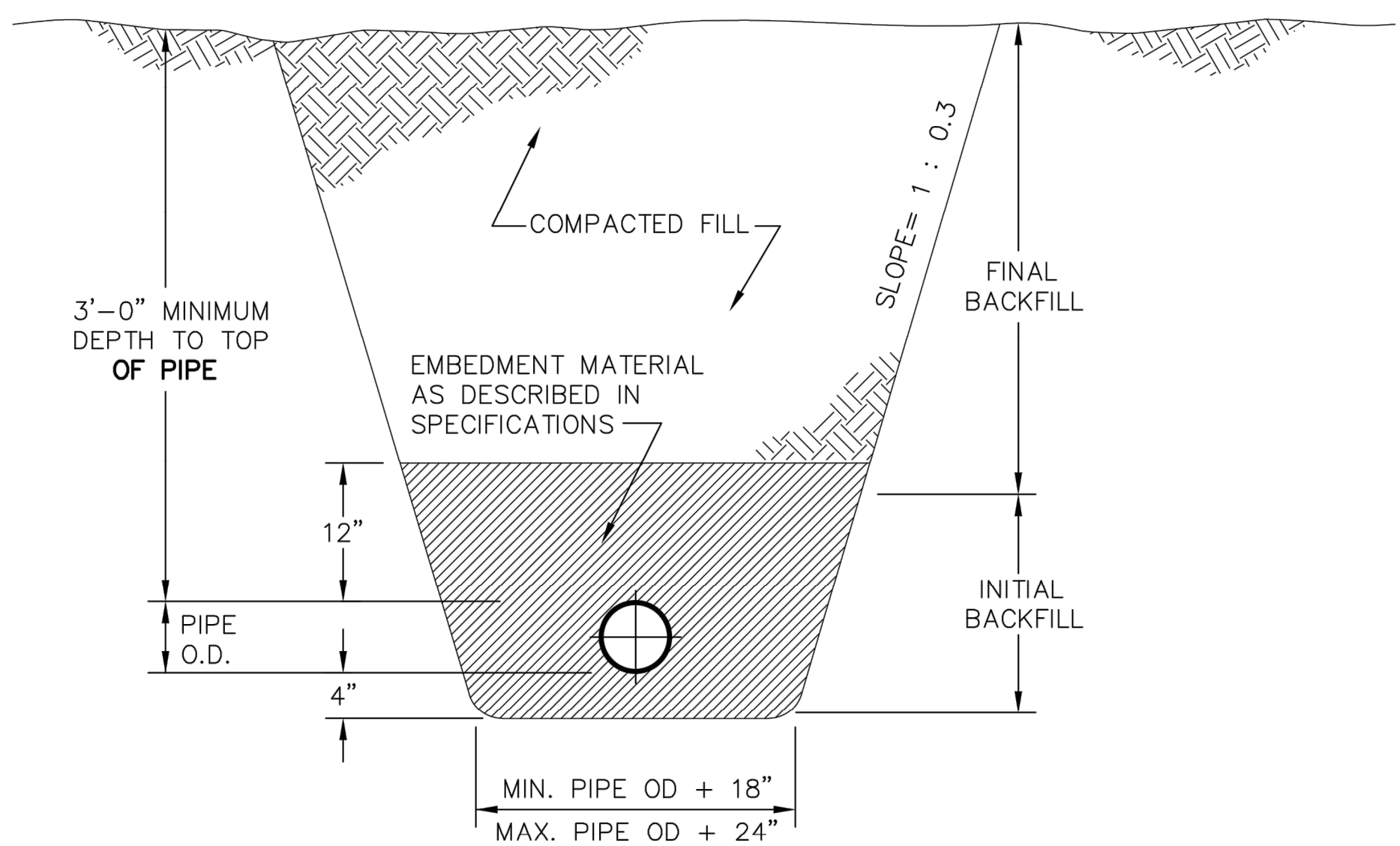
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22-0016-742

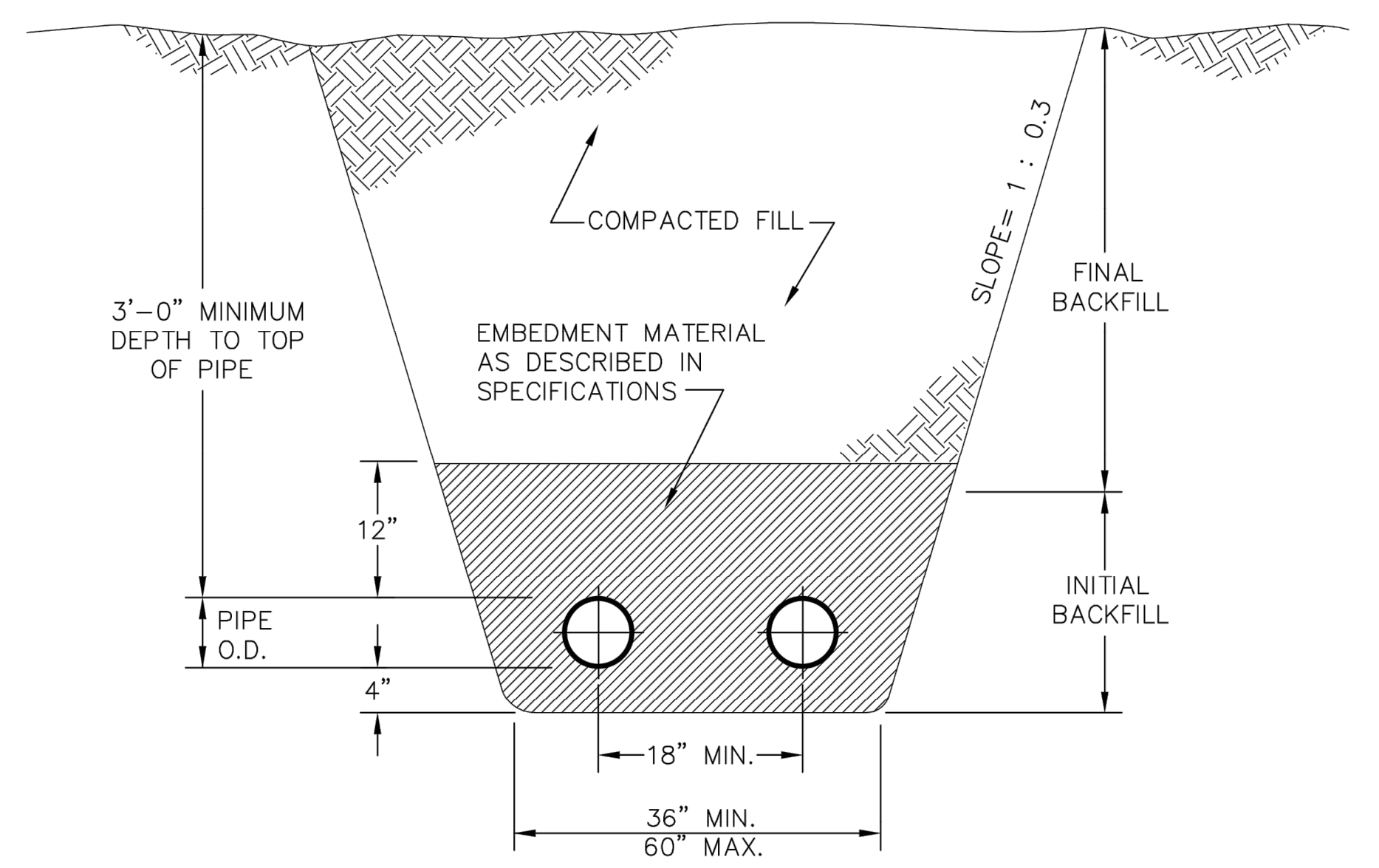
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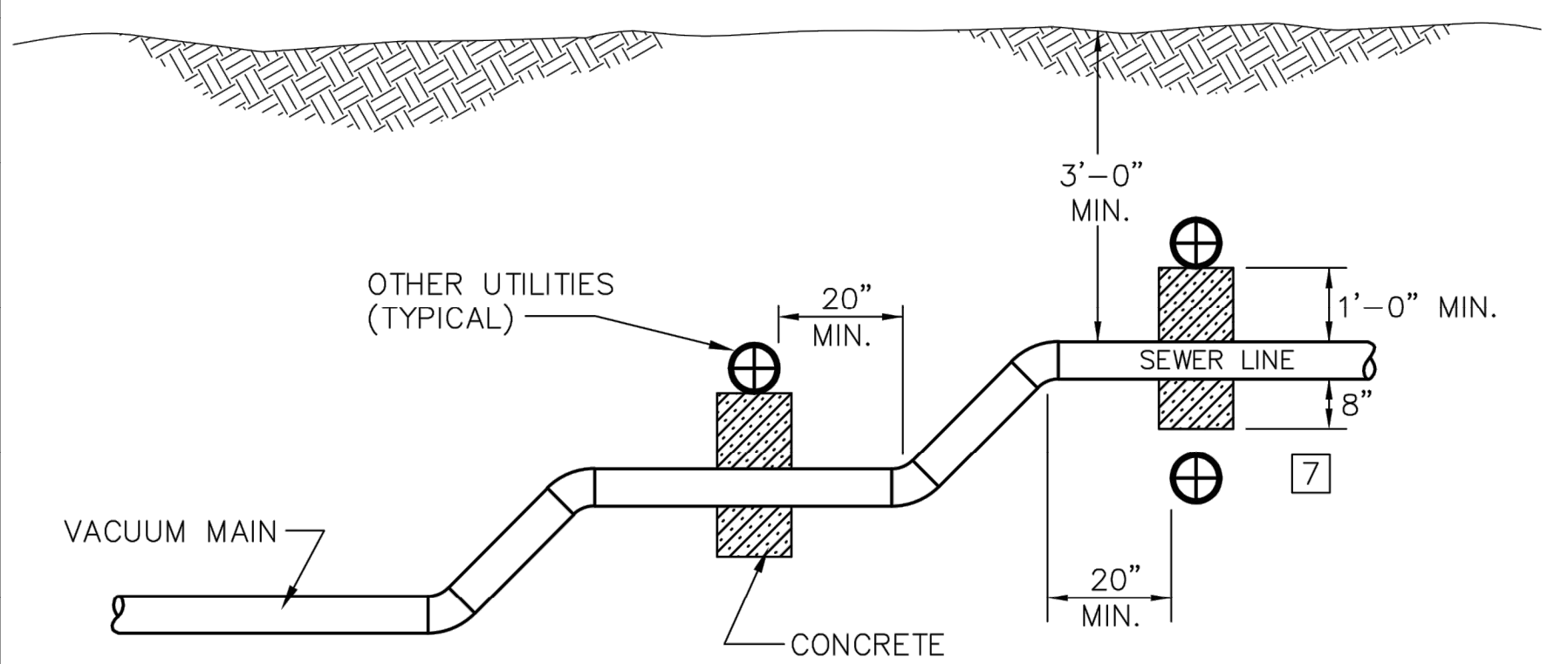
TYPICAL JACK AND BORE DETAIL



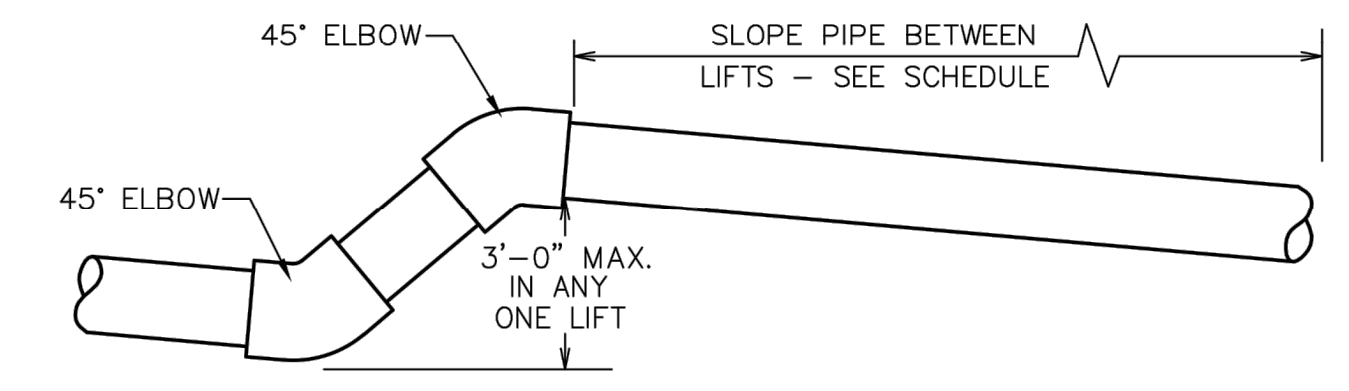
TYPICAL TRENCH SECTION SD-2



TYPICAL TRENCH SECTION (2-LINE) SD-3



TYPICAL UTILITY CROSSING SD-4

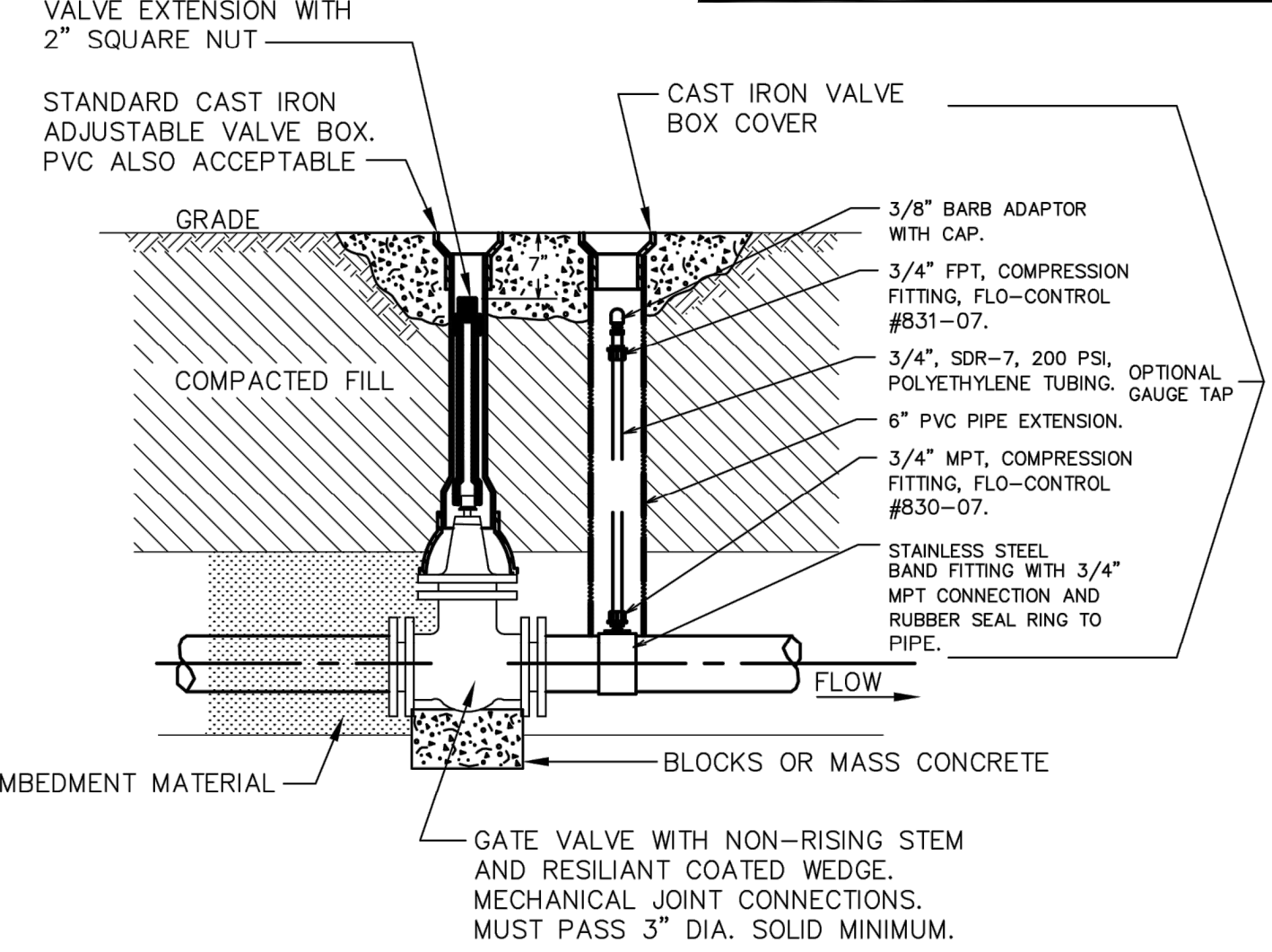


SLOPE SCHEDULE			
PIPE DIAMETER	MINIMUM FALL	0.2% OF DISTANCE	
3"	0.20 FT	0.2%	100 FT ▲
4"	0.25 FT	0.2%	125 FT ▲
6"	0.25 FT	0.2%	125 FT ▲
8"	0.25 FT	0.2%	125 FT ▲
10"	0.25 FT	0.2%	125 FT ▲

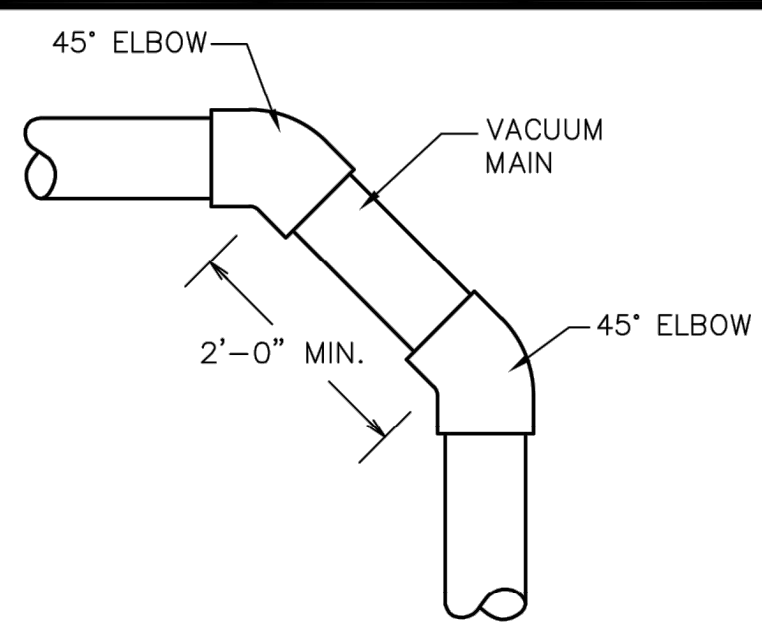
USE WHICHEVER SLOPE IS GREATER BETWEEN LIFTS. ABOVE THIS LENGTH ▲ IN DISTANCE, THE 0.2% SLOPE IS GREATER. ANYTHING SHORTER THAN THIS DISTANCE SHOULD USE MINIMUM FALL INDICATED. WHEN NOT BETWEEN TWO LIFTS, USE 0.2% SLOPE.

LIFT DETAIL AND SLOPE SCHEDULE SD-5

DIVISION VALVE SUPPORT INFORMATION	
VALVE SIZE	SUPPORT SIZE
4"	1" THICK X 1.75' SQUARE
6"	1" THICK X 2.25' SQUARE
8"	1" THICK X 3.00' SQUARE
10"	1" THICK X 3.50' SQUARE



DIVISION VALVE AND OPTIONAL GAUGE TAP SD-7



CHANGE IN DIRECTION SD-6

LIFTS:

1. MINIMUM SLOPE BETWEEN LIFTS 0.20% X LENGTH OR 0.25 FT. FALL, WHICHEVER IS GREATER (FOR 4" AND LARGER VACUUM LINES).
2. FOR 3" SERVICE LATERALS, MINIMUM SLOPE BETWEEN LIFTS = 0.2% X LENGTH OR 0.20 FEET FALL, WHICHEVER IS GREATER.
3. MINIMUM SPACING BETWEEN LIFTS = 20'-0".
4. MAXIMUM ELEVATIONS IN ANY ONE LIFT = 3'-0".

GENERAL NOTES:

- SERVICE LINES**
1. MINIMUM LENGTH OF PIPING FROM MAIN TO VALVE PIT = 5'-0".
 2. SLOPE FROM VALVE PIT TO MAIN=2" OR 0.20% FALL (WHICHEVER IS GREATER).
 3. MINIMUM DISTANCE FROM VALVE PIT TO LIFT IN SERVICE LINE = 5'-0".
 4. MINIMUM DISTANCE FROM LIFT IN SERVICE LINE TO CROSSOVER CONNECTION = 5'-0".

CROSSOVER CONNECTIONS (SERVICE LINE OR BRANCH CONNECTION TO MAIN)

1. MINIMUM SPACING BETWEEN ANY TWO CROSSOVER CONNECTIONS = 5'-0".
2. MINIMUM DISTANCE FROM TOP OF LIFT TO ANY CROSSOVER CONNECTION = 6'-0".
3. ALL CROSSOVER CONNECTIONS MUST ENGER OVER TOP OF THE MAIN (ONE IN VERTICAL POSITION OR 45 DEGREE ALTERNATE ALIGNMENT).
4. LONG TURN 90° PERMITTED AS PART OF CROSSOVER TO MAIN CONNECTION AT MAIN LINE ONLY.

AIRVAC VACUUM SEWER SYSTEMS

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FAX (574) 223-5566

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NO.	REVISIONS	DATE
4	MODIFIED NOTES (BMB)	12/04/01
3	SCH. 40 PRESSURE FITTINGS ADDED TO SD-5 & SD-6 (BMB)	10/20/00
2	REVISED LIFT DETAIL AND SLOPE SCHEDULE	2/18/00
1	REVISED SD-5, DELETED 12" PIPE, ADDED 4" PIPE	8/03/99

TITLE

STANDARD LINE DETAILS

DRAWN BY: ROB/MDM/BMB DATE: AUG. 08, 1998 SCALE: NOT TO SCALE DRAWING NO. 3

DESIGN BY: MAT COPYRIGHT © AIRVAC

PLAN PREPARED BY: FIRM # C-2796

51 Kilmoyne Drive
Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.5127

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinass dewitt

SEAL
021180
ENGINEER
KIM D. WHITMAN
06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
AIRVAC DETAILS

Issue Dates:
02/21/2025: SKETCH PLAN SUBMITTAL
04/25/2025: SITE CONSTRUCTION SUBMITTAL
05/09/2025: SITE CONSTRUCTION SUBMITTAL 2
06/05/2025: SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: NO SCALE

Drawn By: JLB Checked By: JDW

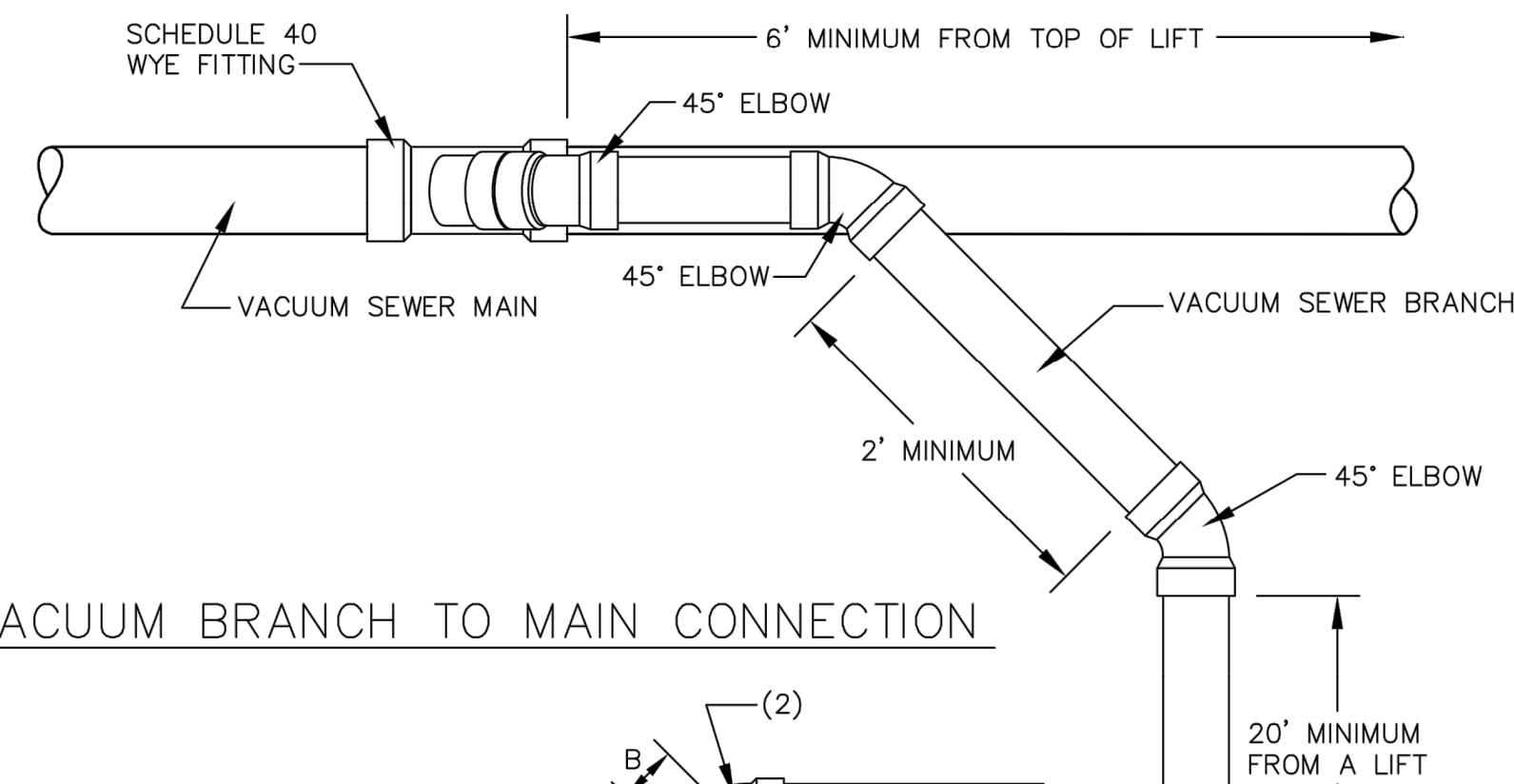
Project Number:
22-0016-742

Drawing Number:
C.8.5

AIRVAC PROJECT NOTES

5 GAUGE TAPS SHALL BE PROVIDED DOWN STREAM OF ALL VACUUM MAIN/BRANCH VALVES.

7 MAINTAIN MINIMUM SEPERATION AS REQUIRED BY LOCAL AND STATE REGULATIONS.



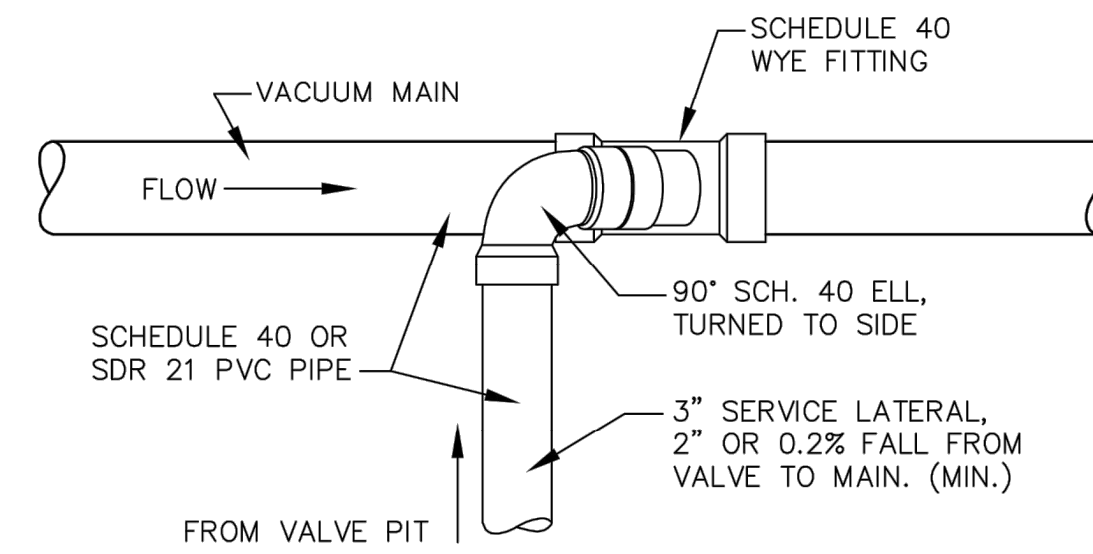
VACUUM BRANCH TO MAIN CONNECTION

DIMENSIONS BASED ON SPEARS MANUFACTURING

- (1) 45 DEG WYE, SOCKET x SOCKET x SOCKET
- (2) 45 DEG ELL, SOCKET x SOCKET

WYE SIZE	A	B	C	D- INVERT
4 x 4 x 4	8 3/4"	3 5/16"	8.53"	0.71'
4 x 4 x 3	9 1/4"	3 1/16"	8.70"	0.73'
6 x 6 x 6	12 1/8"	5 9/16"	12.5"	1.04'
6 x 6 x 4	10"	3 5/16"	9.41"	0.78'
6 x 6 x 3	10 1/2"	3 1/16"	9.59"	0.80'
8 x 8 x 8	18 3/4"	6 13/16"	18.07"	1.52'
8 x 8 x 6	16 1/4"	5 9/16"	15.42"	1.30'
8 x 8 x 4	14 1/4"	3 5/16"	12.42"	1.05'
8 x 8 x 3	13"	3 1/16"	11.36"	0.99'
10 x 10 x 10	22 3/8"	8 19/32"	21.90"	1.89'
10 x 10 x 8	20 1/4"	6 13/16"	19.13"	1.61'
10 x 10 x 6	17 3/4"	5 9/16"	16.46"	1.42'
10 x 10 x 4	15 3/4"	3 5/16"	13.48"	1.18'
10 x 10 x 3	14 3/4"	3 1/16"	12.33"	1.08'

VACUUM BRANCH TO MAIN LINE CONNECTION
SD-8



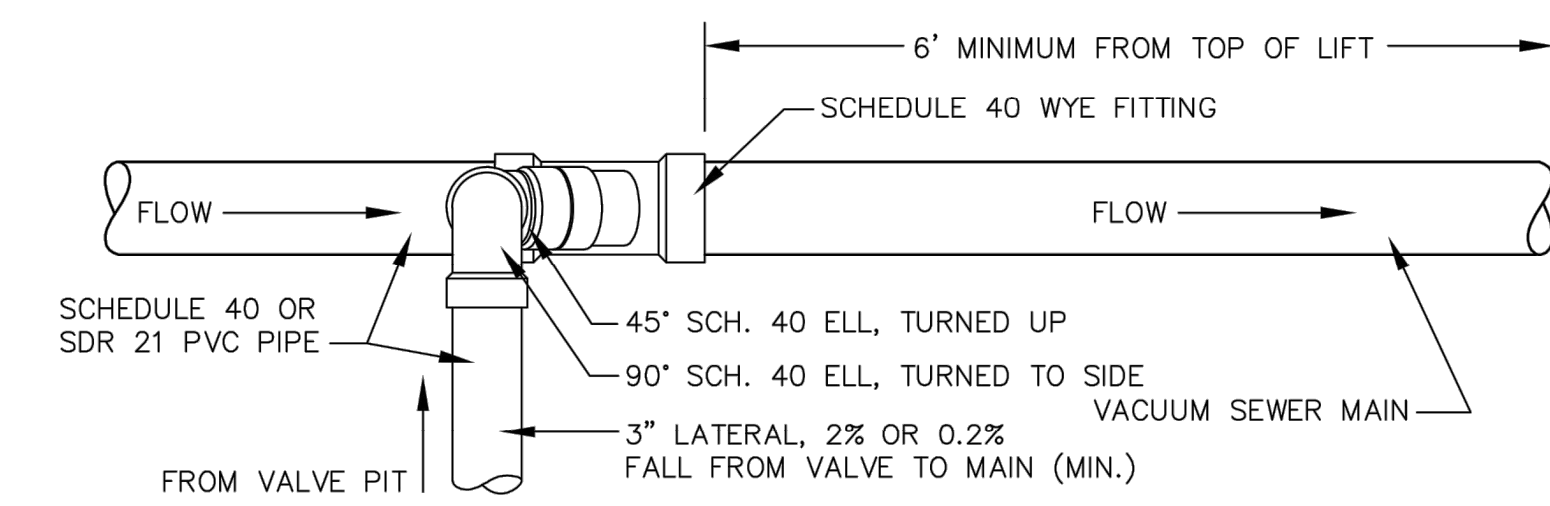
VALVE PIT TO MAIN CONNECTIONS

DIMENSIONS BASED ON SPEARS MANUFACTURING

- (1) 45 DEG WYE, SOCKET x SOCKET x SOCKET
- (2) 90 DEG ELL, SOCKET x SOCKET

WYE SIZE	A	B	C	D- INVERT
4 x 4 x 3	9 1/4"	3 25/32"	9.32"	0.78'
6 x 6 x 3	10 1/2"	3 25/32"	10.21"	0.85'
8 x 8 x 3	13"	3 25/32"	11.86"	1.00'
10 x 10 x 3	14 3/8"	3 25/32"	12.84"	1.10'

VACUUM SERVICE LATERAL TO MAIN OR BRANCH CONNECTION
SD-9



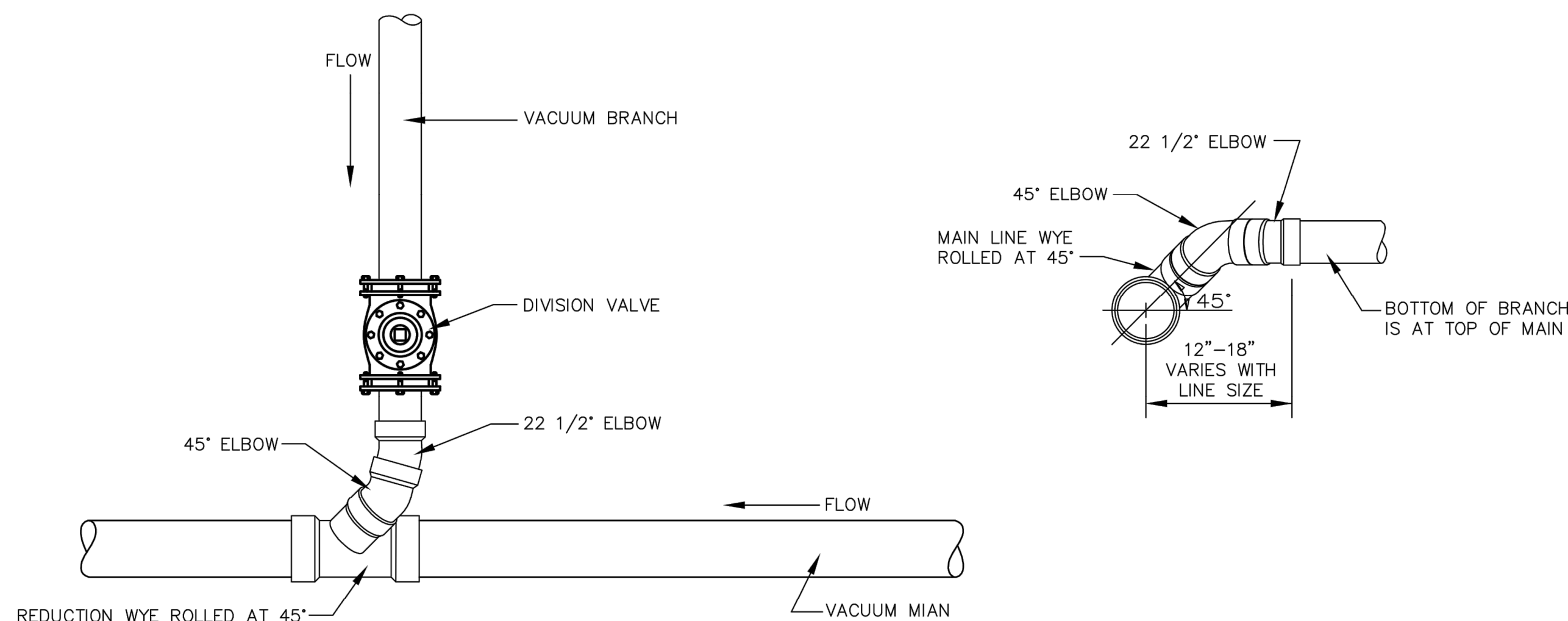
VALVE PIT TO MAIN CONNECTIONS

DIMENSIONS BASED ON SPEARS MANUFACTURING

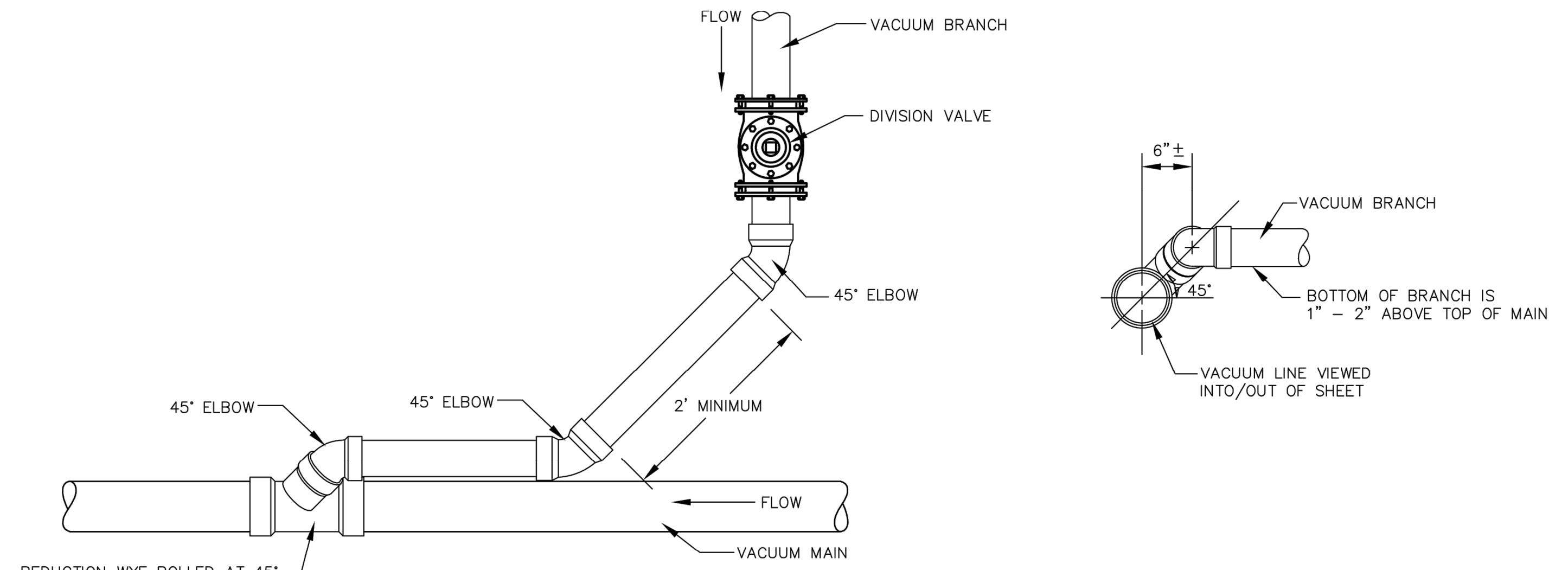
- (1) 45 DEG WYE, SOCKET x SOCKET x SOCKET
- (2) 45 DEG ELL, SOCKET x SOCKET
- (3) 90 DEG ELL, SOCKET x SOCKET

WYE SIZE	A	B	C	D	E	F- INVERT
4 x 4 x 3	9 1/4"	3 1/16"	3 1/16"	3 25/32"	15.55"	1.31'
6 x 6 x 3	10 1/2"	3 1/16"	3 1/16"	3 25/32"	16.43"	1.38'
8 x 8 x 3	13"	3 1/16"	3 1/16"	3 25/32"	18.20"	1.53'
10 x 10 x 3	14 3/8"	3 1/16"	3 1/16"	3 25/32"	19.17"	1.62'

VALVE SERVICE CONNECTIONS
SD-10



ALTERNATE VACUUM BRANCH TO MAIN LINE CONNECTION
SD-11

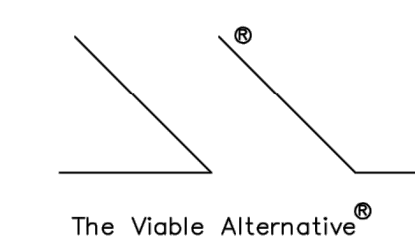


ALTERNATE VACUUM BRANCH TO MAIN LINE CONNECTION
SD-12

AIRVAC VACUUM SEWER SYSTEMS

AIRVAC, INC.
P.O. BOX 528, 4217 N. OLD U.S. 31, ROCHESTER, INDIANA 46975 U.S.A.

TELEPHONE (574) 223-3980
FAX (574) 223-5566



COPYRIGHT © AIRVAC, INC.

1		REVISED TABLES AND PIPING	7/12/98	TITLE		AIRVAC STANDARD		DRAWING NO.
NO.		REVISIONS	DATE	LINE CONNECTION DETAILS		NOT TO SCALE		4

PLAN PREPARED BY:
FIRM # C-2798

51 Kilmoyne Drive
Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.5127

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

PLAN PREPARED FOR:

carolinas
dewitt

SEAL
021180
06/05/2025

SITE CONSTRUCTION PLANS
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA
ENCLAVE AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
AIRVAC DETAILS

Issue Dates:

02/21/2025:	SKETCH PLAN SUBMITTAL
04/25/2025:	SITE CONSTRUCTION SUBMITTAL
05/09/2025:	SITE CONSTRUCTION SUBMITTAL 2
06/05/2025:	SITE CONSTRUCTION SUBMITTAL 3

Date: 06/05/2025
Scale: NO SCALE

Drawn By: JLB
Checked By: JDW

Project Number:
22-0016-742

Drawing Number:
C.8.6

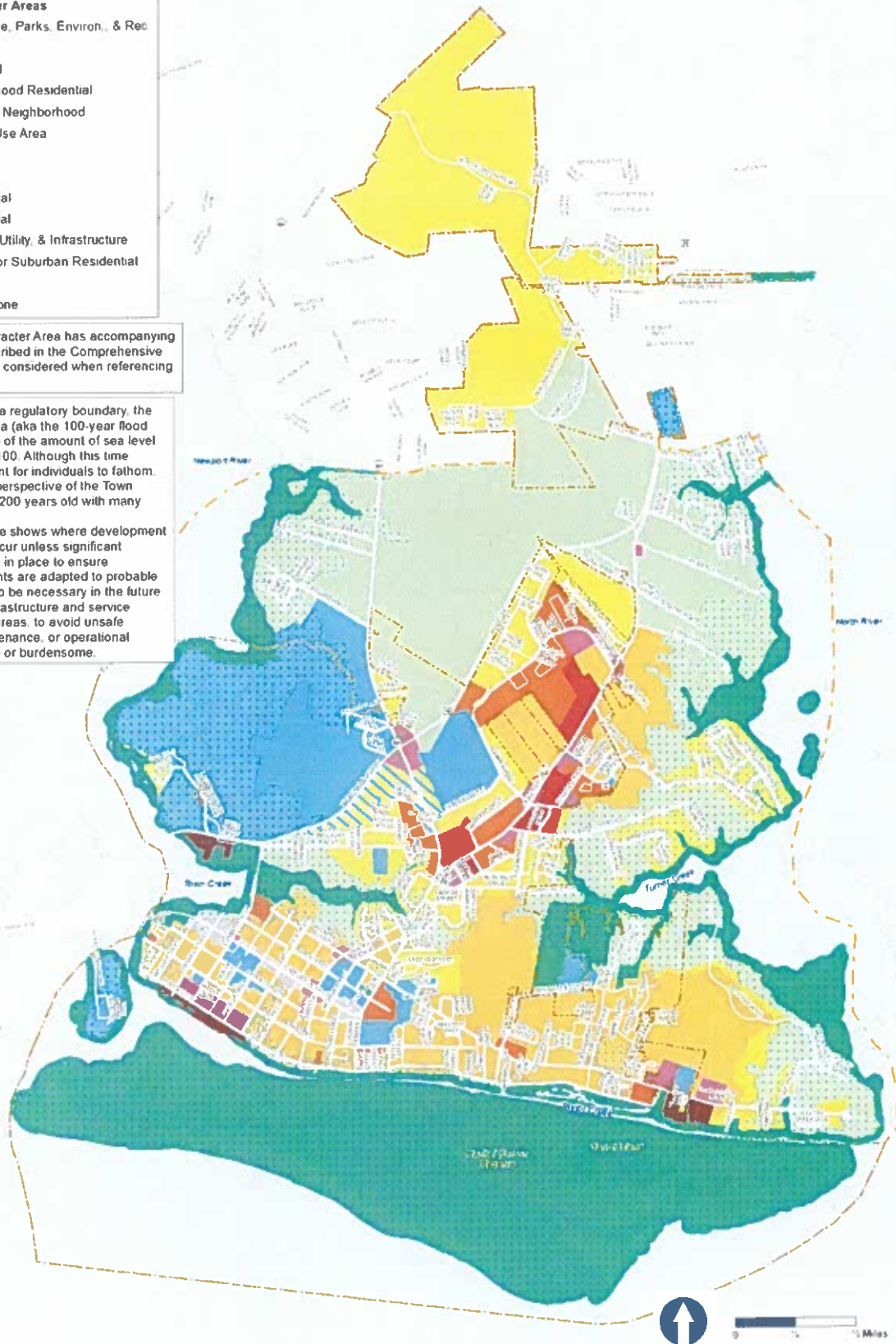
O:\22-0016-742\NC\DWG\Production Drawings\Site Construction\0016-742-Standard Details.dwg AIRVAC DETAILS 5 Jun 05, 2025 - 4:56:51pm Shulchason

Future Land Use Map

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

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

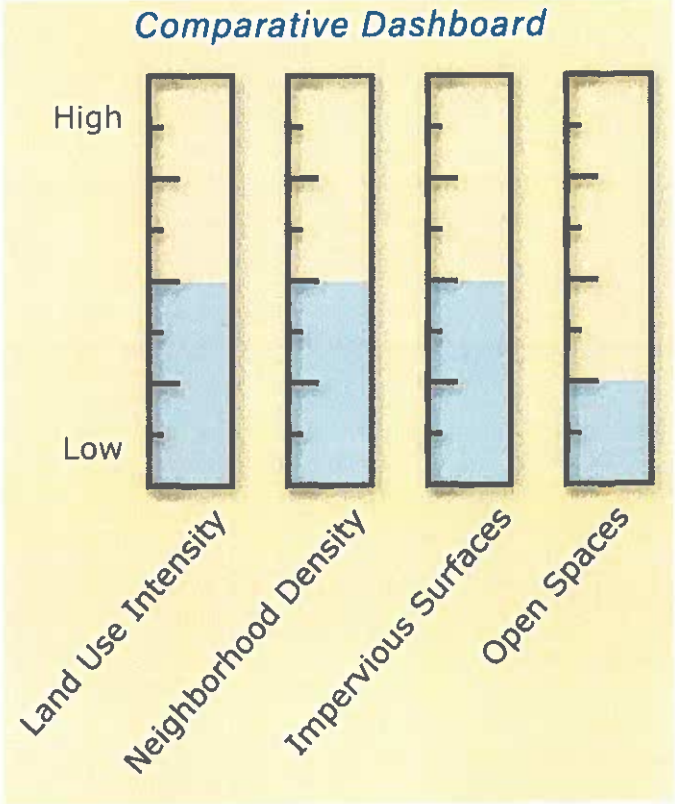
In addition to already being a regulatory boundary, the 1% annual flood chance area (aka the 100-year flood plain) is also fairly indicative of the amount of sea level rise expected by the year 2100. Although this time horizon may seem too distant for individuals to fathom, it is not so distant from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



Suburban Residential

General Description:

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



Streets and Circulation:

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

EXAMPLE USES:

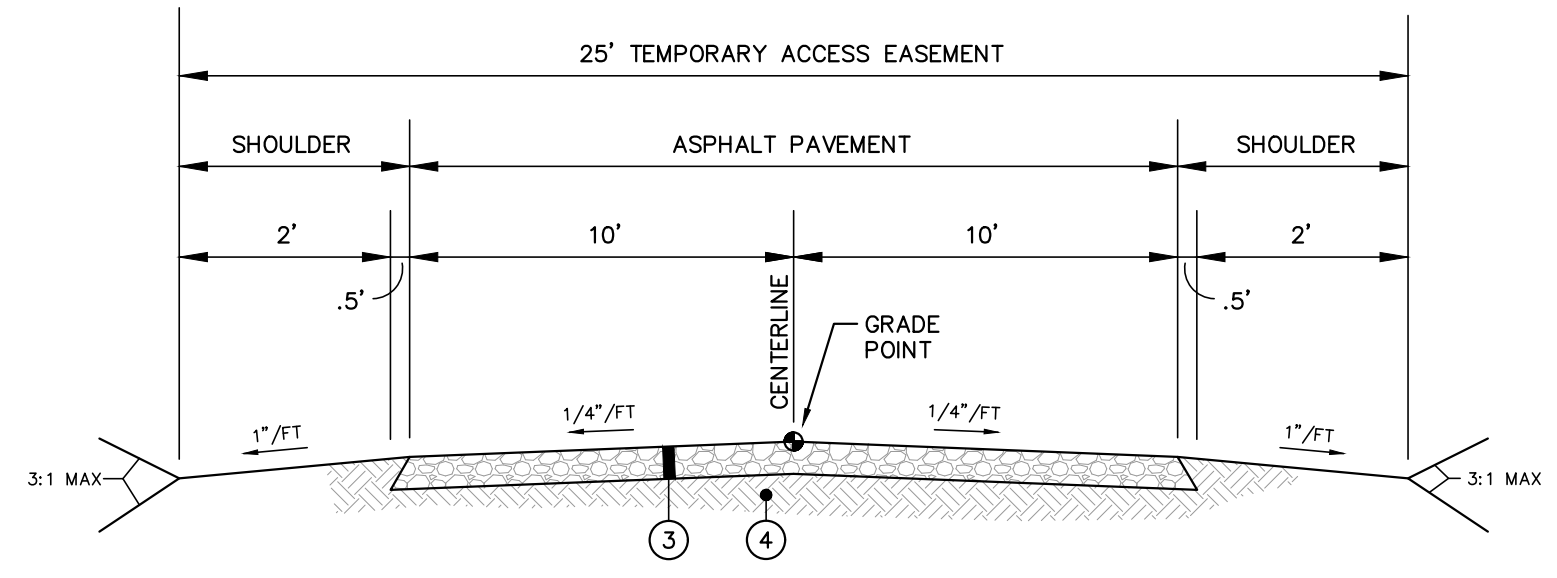
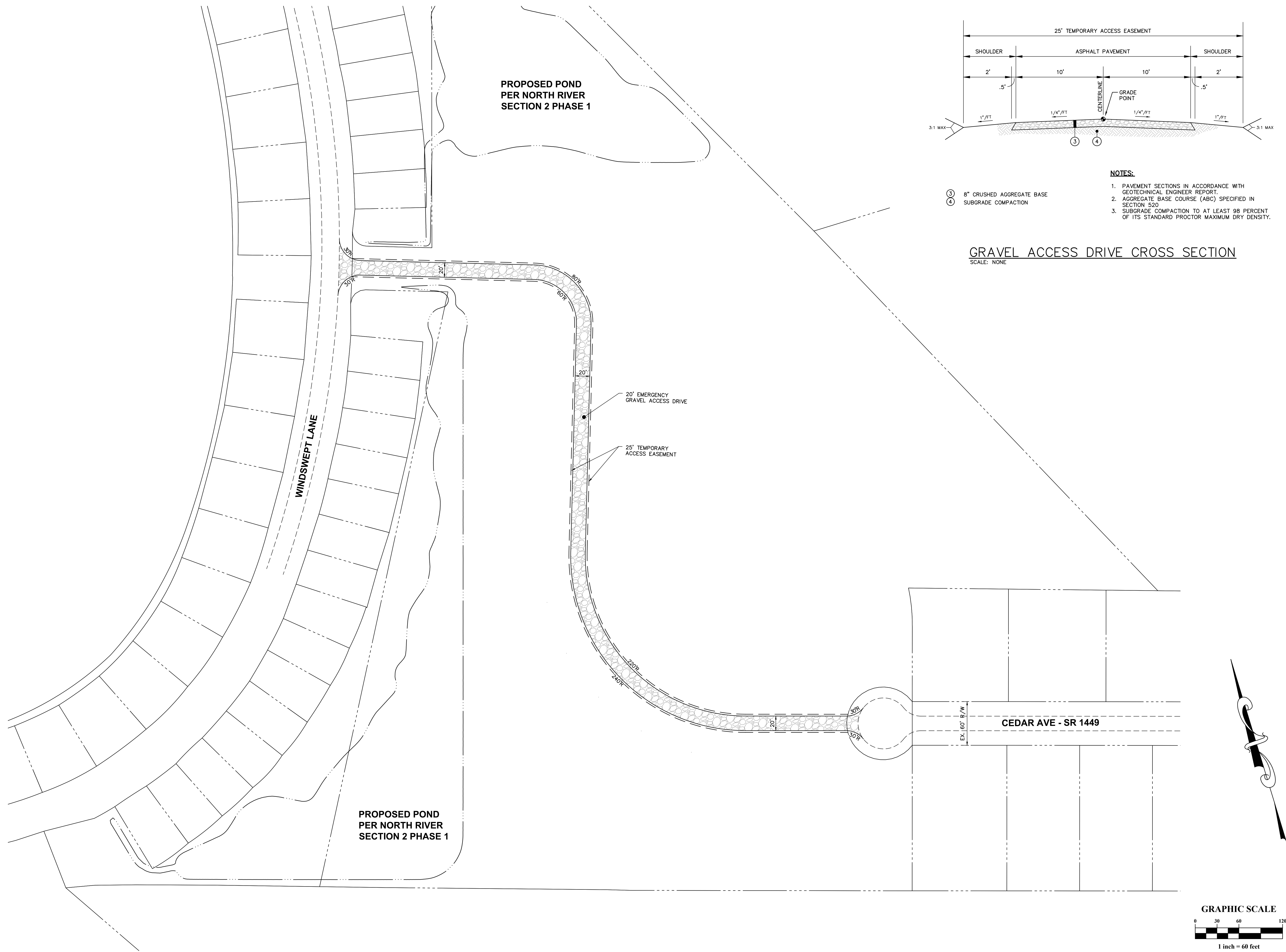
Typical Uses

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

Uses if Context Appropriate

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

C:\22-0016-742\Production Drawings\DEVELOPMENT PLAN\0016-742-Sketch Plan_Access.dwg Layout1 Jun 18, 2025 - 2:59:20pm Buzzell



- ③ 8" CRUSHED AGGREGATE BASE
- ④ SUBGRADE COMPACTION

- NOTES:**
1. PAVEMENT SECTIONS IN ACCORDANCE WITH GEOTECHNICAL ENGINEER REPORT.
 2. AGGREGATE BASE COURSE (ABC) SPECIFIED IN SECTION 520
 3. SUBGRADE COMPACTION TO AT LEAST 98 PERCENT OF ITS STANDARD PROCTOR MAXIMUM DRY DENSITY.

GRAVEL ACCESS DRIVE CROSS SECTION
SCALE: NONE

PLAN PREPARED BY:
FIRM # C-2798

51 Kilmorye Drive
Charlotte, NC 27511
Ph: 919.481.6290
Fax: 919.336.5127

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS



PLAN PREPARED FOR:

SKETCH PLAN
TOWN OF BEAUFORT, CARTERET COUNTY, NORTH CAROLINA

EMERGENCY ACCESS AT BEAUFORT CLUB
FOR
DEWITT CAROLINAS
SITE PLAN

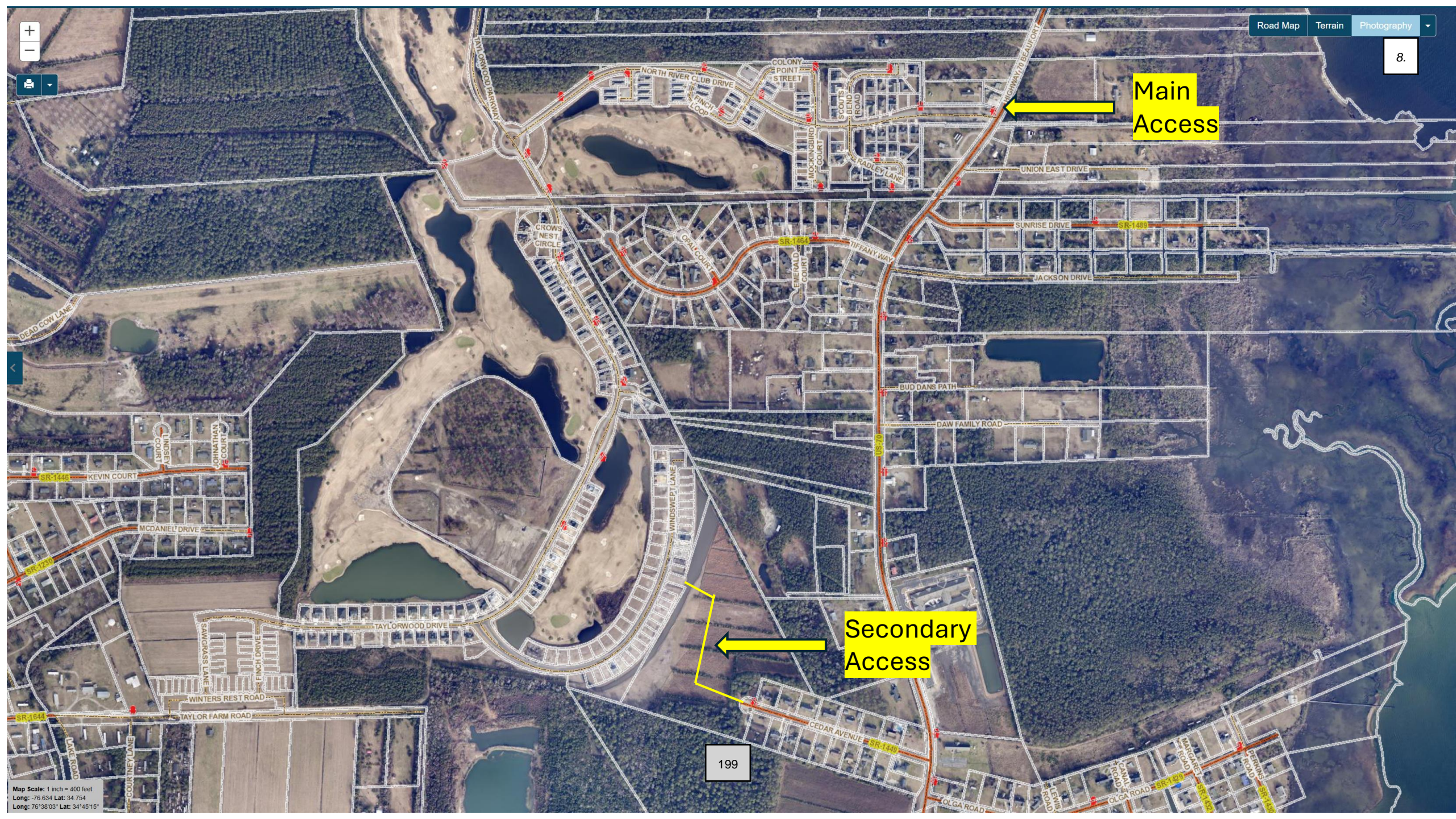
Issue Dates: 06/20/2025: SKETCH PLAN SUBMITTAL

Date:	06/17/2025
Scale:	1" = 60'
Drawn By:	JLB
Checked By:	JDW
Project Number:	22-0016-742
Drawing Number:	1 / 1

Main Access

Secondary Access

199





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, July 14, 2025**

AGENDA CATEGORY: New Business
SUBJECT: Wastewater Allocation Reservation
Request- Enclave at Beaufort Club

BRIEF SUMMARY:

Back in November 2024 the applicant Beaufort Investment Holdings LLC was approved for 12,600 gallons per day (gpd) of sewer treatment capacity be reserved for allocation to the Beaufort Club - Enclave proposed residential subdivision for 70 single-family residential units. When the subdivision plan was later presented to the Town, it showed 9 additional units for a total of 79 units. Additional capacity in the amount of 1,620 gpd is being requested for the 9 additional residential units with 3 bedrooms that are to be constructed on the 22-acre tract located on Taylorwood Drive.

REQUESTED ACTION:

Consider approving the additional allocation of 1,620 gpd of sewer capacity to BIH LLC for 9 additional residential units in the Beaufort Club – Enclave proposed residential subdivision.

EXPECTED LENGTH OF PRESENTATION:

n/a

SUBMITTED BY:

Sam Bell, PE, Town Engineer

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, July 14, 2025**

AGENDA CATEGORY: New Business
SUBJECT: Wastewater Allocation Request- 1135 Spartina Drive

BRIEF SUMMARY:

The applicant Chatham Boatworks Inc is requesting that 250 gallons per day (gpd) of sewer treatment capacity be allocated for the proposed boat service yard at 1135 Spartina Dr. in the Jarrett Bay Boatworks area. The capacity is being requested for a commercial facility with 10 employees at 25 gpd/person.

The location at the south end of Spartina Dr within the Jarrett Bay Boatworks area is outside of Town Limits and Town water service area, but within the area served by Town gravity sewer. The wastewater gravity flows from the lot to Lift Station #14 which is discharged to Lift Station #9 and is then pumped to the WWTP. All existing lines and pump stations have adequate capacity to serve the proposed flow increase of 250 gpd. The proposed flow increase would be <0.01% of WWTP capacity. WWTP capacity currently stands at 75.3% of total rated capacity.

Sewer tap fee will most likely not be applicable since it appears that sewer service lines already extend to the property from an existing manhole in Spartina Dr. A system development fee, and monthly service fees will be charged at out-of-town rates which are 2x in-town rates.

REQUESTED ACTION:

Recommend approving allocation request of 250 gpd of sewer capacity to Chatham Boatworks Inc for the proposed boat service yard at 1135 Spartina Drive.

EXPECTED LENGTH OF PRESENTATION:

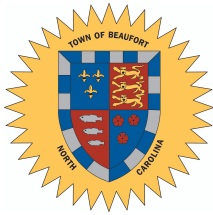
10 minutes

SUBMITTED BY:

Sam Bell, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

No



WASTEWATER ALLOCATION REQUEST

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

Wastewater Allocation Request Review Fee: \$50

SITE INFORMATION

Name of Project: Chatham Boatworks Inc Acreage of Property: 3.98
County Tag Number: N/A NC PIN: 639904616093000
Address/Location: 1135 Spartina Dr

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

APPLICANT INFORMATION

Applicant: Chatham Boatworks Inc
Mailing Address: 2273 Hollands Chapel Rd
Phone Number: 919 368-0848 Fax: _____
Contact Person: Josh Easterwood
Email Address: jeasterwood@chathamboatworksinc.com

PROPERTY OWNER INFORMATION

Name: Chatham Boatworks Inc
Mailing Address: 2273 Hollands Chapel Rd
Phone Number: 919 368-0848 Fax: _____
Email Address: jeasterwood@chathamboatworksinc.com

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change Use Type: Residential Commercial

Proposed Use(s): Boat service yard Existing Use(s): _____

Developer Name: Carolina Bay Construction

Mailing Address: 5423 US Hwy 70 East Goldsboro, NC 27534

Phone Number: 919 429-4240 Fax Number: _____

Email Address: tcarr@carolinabayconstruction.com

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

The following supplemental information is required:

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

Residential:

Gross Acreage: _____

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

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

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

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

Gross Acreage: _____

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Restroom/Handwash	Employee	10	25	250
Total			-----	

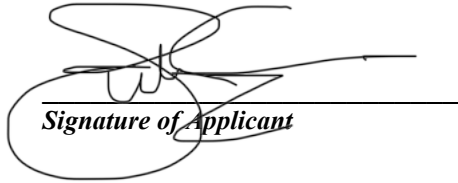
TOTAL REQUESTED GALLONS PER DAY: 250

APPLICANT AFFIDAVIT

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

Josh Easterwood

Print Name



Signature of Applicant

6/19/25

Date

ENGINEER'S CERTIFICATION

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

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

Signed and Dated Professional Engineer Seal

Firm Name

Address

Telephone No.

Email Address

Approved by: Town Engineer
 Board of Comissioners

Allocation approved: _____ gallons per day

Date of Approval: _____

Confirmation signature by:

Town Manager

APPENDIX A: DESIGN FLOW RATES

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

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

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

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

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

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