



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

**Board of Commissioners**  
**Regular Meeting**  
**6:00 PM Monday, January 13, 2025**  
**Train Depot, 614 Broad Street**

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**Call to Order/Pledge of Allegiance**

**Roll Call**

**Agenda Approval**

**Items of Consent**

- [1.](#) Meeting Minutes- December 9, 2024
- [2.](#) Resolution Awarding Contract for WWTP SCADA Upgrades

**Quasi-Judicial Proceeding**

- [1.](#) Case # 24-12 - Variance Request 360 Steep Point Road

**Old Business**

- [1.](#) 138 Chadwick Rd- Certificate of Sufficiency
- [2.](#) Case # 24-12 Preliminary-Final Plat - 360 Steep Point Road
- [3.](#) Beaufort Waterfront Operations and Finance Committee Update

**Public Comment**

**Manager Report**

**Mayor/Commissioner Comments**

**Closed Session**

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

**Adjourn**



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**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, January 13, 2025**

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**AGENDA CATEGORY:** Items of Consent

**SUBJECT:** Meeting Minutes

**REQUESTED ACTION:**

Approval of draft minutes for the December 9, 2024, Regular Meeting.

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk



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**Board of Commissioners**  
**Regular Meeting**  
**6:00 PM Monday, December 09, 2024**  
**Train Depot, 614 Broad Street**

**Call to Order/Pledge of Allegiance**

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

**Roll Call**

Elizabeth Lewis, Town Clerk, called the roll.

**PRESENT:**

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

**ABSENT:** None

**Agenda Approval**

Commissioner Cooper made a motion to amend the agenda to remove the Food Truck Ordinance item, under Old Business, and to add NCGS 143-318.11 (a) (6) to the Closed Session.

The motion carried unanimously.

**Items of Consent**

1. Meeting Minutes
2. Personnel Policy Amendment- Pregnant Workers Fairness Act
3. Personnel Policy Amendment- Computer, Email, Device and Internet Usage
4. Carteret Community College MOU
5. Town of Beaufort Economic Development Strategic Plan

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

The motion carried unanimously.

**Recognition of Captain Troy Edwards** (*Short Recess to Follow*)

Captain Troy Edwards was recognized by Police Chief Paul Burdette for his 32 years of service to the Town of Beaufort. Captain Edwards was also presented with the prestigious "Order of the Long Leaf Pine", the highest award for state service granted by the Office of the Governor.

Captain Edwards expressed gratitude and reflected on his career, acknowledging the support of his colleagues and the community.

The Mayor and Board of Commissioners expressed their appreciation and gratitude for Captain Edwards' service and contributions to the Town of Beaufort.

**Presentations**

1. FY 2024 Audit Presentation

Tonya Thompson, with Martin Starnes & Associates, shared the FY 24 Audit. The audit results showed an unmodified clean opinion, indicating the financial statements are fairly presented in accordance with accounting standards. Ms. Thompson provided a detailed breakdown of the Town's fund balance, revenue, and expenditure, highlighting significant increases in revenue and expenditure compared to the previous year. She noted hard copies would be available soon and posted on the Town's website for public review.

2. Pivot Parking - 2024 Parking Season

Tina Reid, Co-Founder and EVP of Pivot Parking, provided a presentation on the Town of Beaufort's 2024 parking season, detailing the transition process, program assessment, revenue, and expenses. She noted the total gross revenue for the season was \$394,715, exceeding the budget by 8.5%. The presentation included detailed data on transactions, average length of stay, and revenue per space for different parking areas. A full copy of the presentation and season results is on file in the Town Clerk's office.

Following the presentation, the Board of Commissioners discussed the parking program, including feedback from residents and visitors, and potential improvements for the 2025 season. Such suggestions included increasing signage, implementing dynamic pricing, and improving the user experience for older residents who may struggle with technology. They also discussed the need for better communication and support for people who need to pay by phone or cash. There was discussion on the need for good user experiences downtown and the importance of considering convenience fees when setting parking rates for the upcoming year. The Board also discussed options for collecting data such as occupancy at certain times of the day.

Ms. Reid explained that a License Plate Recognition (LPR) System uses cameras and software to identify and read vehicle license plates, but it would be an additional cost.

Mayor Harker suggested they continue the discussion at the upcoming Board Retreat to better refine the parking program for the 2025 season. She recommended the discussion focus on topics such as parking passes, parking violation fees, and improving technologies.

**Old Business**

~~1. Food Truck Ordinance Staff Update~~

*Item was removed from the agenda.*

**Public Comment**

Cheryl Toles: 1010 Broad Street (Beaufort NC, 28516)

Ms. Toles addressed the removal of public sidewalks on Front Street by private homeowners at 105 and 113 Front Street, affecting pedestrian access and safety. She noted the removal of the sidewalks

forces pedestrians to cross Front Street multiple times, creating hazards for people with mobility, vision or other impairments. She suggested the Town ordinances and state statutes require cities to maintain public streets and sidewalks and argued that the removal violates these regulations. Ms. Toles also mentioned the historical significance of the sidewalks and how their removal is in violation of many Town of Beaufort supported plans.

### **New Business**

1. Case # 24-12 Preliminary-Final Plat, 360 Steep Point Road

Kyle Garner, Planning Director, shared details related to the request. He explained the applicant, Alex Pulley, was requesting the 2.15 acre lot be subdivided into two lots. He shared comments from the Technical Review and noted Beaufort Fire Department requested the private drive be a minimum of 20 feet in width and improved to accommodate at least 75,000 lbs.

Mr. Pulley explained that meeting the driveway requirements would be challenging and have an impact on the natural beauty of the property. He suggested a variance request could be submitted to avoid the widening of the road.

The Board and Town Attorney discussed the need for a Quasi-Judicial hearing to consider a variance request and the procedural steps required for such a hearing.

Mr. Grady, Town Attorney, reminded the group to keep any further discussions about the potential variance request amongst legal and Town Staff until an actual hearing takes place.

The consensus of the Board was to table the current request related to approval of the final plat, and for the applicant to work with Town Staff to provide assistance with procedural steps moving forward. They noted the variance request could ideally be placed on the January 13, 2025 agenda, if advertising requirements were met.

2. Resolution- Petition for Annexation, 138 Chadwick Rd

Commissioner LoPiccolo made a motion to adopt the Resolution as presented, instructing the Town Clerk to investigate the sufficiency of a petition for annexation submitted for 138 Chadwick Drive in Beaufort.

The motion carried unanimously.

3. Beaufort Waterfront Operations and Finance Committee Update

Commissioner Spiegler provided updates on the committee's activities, including the fuel farm RFQ and the marina management proposals. She shared the marina management proposals are being developed with input from the committee and the goal is to have the management company hired by early next year. She also shared the committee has been working on a BRIC Grant application through the assistance of engineering firm WK Dixon and Town Staff.

### **Manager Report**

Charlie Burgess, Interim Town Engineer, thanked Christi Wood for her work in preparing the audit. He noted that he would provide a follow-up summary related to the removal of sidewalks mentioned during public comment.

Mr. Grady announced the finalization of a real estate donation to the Town, which will be used to complete a pedestrian corridor and connect various parts of the Town. The referenced parcel number is 730614321842000.

**Mayor/Commissioner Comments**

Commissioner LoPiccolo expressed excitement about the newly acquired property, noting the positive impact it will have on the community. He spoke highly of the Christmas Parade and other holiday activities taking place throughout Town.

Commissioner Cooper notified the group of an upcoming train show in Beaufort. He wished Town Staff and the public a Merry Christmas.

Commissioner Oliver shared construction has commenced at Gallants Channel.

Commissioner Spiegler thanked everyone in attendance and those online for participating.

Mayor Harker announced cancellation of the December 16, 2024, Boar of Commissioners Work Session. She wished Town Staff, Commissioners, and Beaufort residents a happy holiday season.

**Closed Session**

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

Commissioner Cooper made a motion to enter closed session, pursuant to NCGS 143-318.11 (a) (3), (5) and (6).

The motion carried unanimously.

**Adjourn**

Commissioner Oliver made a motion to adjourn the meeting.

The motion carried unanimously.

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Sharon E. Harker, Mayor

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Elizabeth Lewis, Town Clerk



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**Board of Commissioners  
Regular Session Meeting  
6:00 PM Monday, January 13, 2025**

**AGENDA CATEGORY:** Item of Consent  
**SUBJECT:** Award of Contract  
WWTP SCADA Upgrades

**BRIEF SUMMARY:**

During the RFP process for the WWTP SCADA Upgrades it was discovered that some of the fiber optic cables and fiber optic switches had failed, breaking the communication to the SCADA network. Thus, the RFP process was cancelled and emergency repairs were made to correct the problem with new switches and fiber terminations. However, funding is still available for the needed WWTP SCADA Upgrades and it is desired to use the same contractor that provided the emergency repairs due to their responsiveness and responsibility as well as meeting the need for standardization and compatibility.

Given the foregoing, Town staff recommends award of a contract Lord and Company for the WWTP SCADA Upgrade proposal dated 3/20/2024. This recommendation translates to an approximate contract amount of up to \$374,348.00 broken into three phases over a three-year period. NCGS 143-129(e)(6) allows for an exemption to procedures for letting of public contracts when needed for standardization or compatibility, in this case awarding the same contractor that performed the emergency repairs will satisfy this requirement.

**REQUESTED ACTION:**

Consider awarding by resolution the contract for industrial automation services for the WWTP SCADA Upgrades project to Lord and Company in the amount of the available funding over the proposed phased contract timeline (FY2024-2026).

**EXPECTED LENGTH OF PRESENTATION:**

10 minutes

**SUBMITTED BY:**

Sam Bell, PE, Town Engineer

**BUDGET AMENDMENT REQUIRED:**

No.



**RESOLUTION AWARDING CONTRACT FOR WWTP SCADA UPGRADES**

**RESOLUTION NO. 25-**

WHEREAS, The RFP process was initially cancelled for the WWTP SCADA Upgrades project due to the discovery of needed emergency repairs. Funding is still approved in the FY24 budget for phase 1 of the project and it is desired to award the same contractor that performed the emergency repairs for the rest of the project for standardization and compatibility reasons; and,

WHEREAS, G.S. 143-129-e-6 states an exception to procedures for letting of public contracts that any Town Board may award contracts for the purchase of equipment based on the need for standardization or compatibility; and,

WHEREAS, Lord and Company, has demonstrated their performance as a responsive and responsible contractor; and,

WHEREAS, the proposal from Lord and Company dated March 20, 2024 is within the Town’s budget;

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) That Town of Beaufort, awards the contract for WWTP SCADA Upgrades project to Lord and Company as presented in their proposal dated March 20, 2024.

Adopted by the Town of Beaufort Board of Commissioners on this 13<sup>th</sup> day of January 2025.

Elizabeth Lewis  
Clerk to the Board

Sharon Harker  
Mayor

\_\_\_\_\_  
Clerk to the Board (Signature)

\_\_\_\_\_  
Mayor (Signature)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and Town Clerk of the Town of Beaufort does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners duly held on the 13<sup>th</sup> day of January, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of January 2025.

\_\_\_\_\_  
Elizabeth Lewis, Clerk to the Board (Signature)

(Seal)

CORPORATE OFFICE 2.  
2100 Carolina Place Drive  
Fort Mill, SC 29708  
803.802.0060

sales@lordandcompany.com  
lordandcompany.com



# WWTF SCADA Upgrades

Beaufort, NC

Quotation No. LCQQ9840

March 20, 2024

Prepared by: Derek Holder Sales Manager: Joseph Dickson



**Lord & Company**  
INDUSTRIAL AUTOMATION



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## 1. L&C Summary

March 20, 2024

**SUBJECT: WWTF SCADA Upgrades**  
**Beaufort, NC**

L&C Quotation No. **LCQQ9840**

We are pleased to present our quotation for the equipment and services as requested.

We appreciate the opportunity to meet your instrumentation and control needs for this project and desire to give your company a firsthand experience of working with Lord & Company. As a **CSIA Certified System Integrator** (CSIA website: <https://www.csiaexchange.com/2368/Lord-Company-Inc>) we are certain that we will prove our excellent reputation of over 40 years for quality equipment, timely services and experienced engineers.

Lord & Company, Inc. is a very high-quality SCADA System Integrator and Supplier that utilize all the major manufacturers of hardware and software. We have been certified and factory trained on many major equipment manufacturers. Our expertise and familiarity with all manufacturers make us highly qualified to provide a complete and working system and our CSIA Certification, superior customer training and documentation add value to any system.

We have a full-time in-house control panel assembly shop that is **UL-508A** and **UL-698A certified**. We also employ a full time registered professional engineer **PE** and full-time registered Project Management Professionals **"PMP"**.

## 2. Scope of Work

The detail of our offering is as follows:

**The following Control Panel Upgrades Shall be Provided:**

<b>Upgrade Control Panels shall be completely wired and tested on-site.</b>									
Panel	Drawing	NEMA Rating	Description						
Clarifier Patch Panel	E-6	Existing	<p>Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left; width: 10%;"><u>Qty.</u></th> <th style="text-align: left;"><u>Description</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>CompactLogix PLC</td> </tr> <tr> <td style="text-align: center;">2</td> <td>16-pt Digital Input Module</td> </tr> </tbody> </table>	<u>Qty.</u>	<u>Description</u>	1	CompactLogix PLC	2	16-pt Digital Input Module
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1	CompactLogix PLC								
2	16-pt Digital Input Module								

Upgrade Control Panels shall be completely wired and tested on-site.															
Panel	Drawing	NEMA Rating	Description												
Effluent Pump Station	E-7	Existing	<p>Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.</p> <table border="1"> <thead> <tr> <th>Qty.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CompactLogix PLC</td> </tr> <tr> <td>2</td> <td>16-pt Digital Input Module</td> </tr> <tr> <td>2</td> <td>16-pt Digital Output Module</td> </tr> <tr> <td>1</td> <td>8-pt Analog Input</td> </tr> </tbody> </table>	Qty.	Description	1	CompactLogix PLC	2	16-pt Digital Input Module	2	16-pt Digital Output Module	1	8-pt Analog Input		
Qty.	Description														
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2	16-pt Digital Input Module														
2	16-pt Digital Output Module														
1	8-pt Analog Input														
Filter Control Panel	E-7	Existing	<p>Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.</p> <table border="1"> <thead> <tr> <th>Qty.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CompactLogix PLC</td> </tr> <tr> <td>11</td> <td>16-pt Digital Input Module</td> </tr> <tr> <td>4</td> <td>16-pt Digital Output Module</td> </tr> <tr> <td>1</td> <td>8-pt Analog Input</td> </tr> <tr> <td>1</td> <td>4-pt Analog Output</td> </tr> </tbody> </table>	Qty.	Description	1	CompactLogix PLC	11	16-pt Digital Input Module	4	16-pt Digital Output Module	1	8-pt Analog Input	1	4-pt Analog Output
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1	CompactLogix PLC														
11	16-pt Digital Input Module														
4	16-pt Digital Output Module														
1	8-pt Analog Input														
1	4-pt Analog Output														
Filter Feed Pump Station	E-7	Existing	<p>Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.</p> <table border="1"> <thead> <tr> <th>Qty.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CompactLogix PLC</td> </tr> <tr> <td>3</td> <td>16-pt Digital Input Module</td> </tr> <tr> <td>2</td> <td>16-pt Digital Output Module</td> </tr> <tr> <td>1</td> <td>8-pt Analog Input</td> </tr> </tbody> </table>	Qty.	Description	1	CompactLogix PLC	3	16-pt Digital Input Module	2	16-pt Digital Output Module	1	8-pt Analog Input		
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Influent Pump Station	E-6	Existing	<p>Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.</p> <table border="1"> <thead> <tr> <th>Qty.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CompactLogix PLC</td> </tr> <tr> <td>3</td> <td>16-pt Digital Input Module</td> </tr> <tr> <td>2</td> <td>16-pt Digital Output Module</td> </tr> <tr> <td>1</td> <td>8-pt Analog Input</td> </tr> </tbody> </table>	Qty.	Description	1	CompactLogix PLC	3	16-pt Digital Input Module	2	16-pt Digital Output Module	1	8-pt Analog Input		
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Upgrade Control Panels shall be completely wired and tested on-site.				
Panel	Drawing	NEMA Rating	Description	
Klampress Control Panel	E-7	Existing	Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.	
			<b>Qty.</b>	<b>Description</b>
			1	CompactLogix PLC
			3	16-pt Digital Input Module
			3	16-pt Digital Output Module
1	8-pt Analog Input			
Preliminary Treatment Patch Panel	E-6	Existing	Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.	
			<b>Qty.</b>	<b>Description</b>
			1	CompactLogix PLC
			2	16-pt Digital Input Module
			1	8-pt Analog Input
2	4-pt Analog Output			
PLC #1 Backpanel PZC #1	E-6	Existing	Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.	
			<b>Qty.</b>	<b>Description</b>
			1	CompactLogix PLC
			11	16-pt Digital Input Module
			4	8-pt Isolated Relay
			2	8-pt Analog Input
4	4-pt Analog Output			
1	ModBus Comm. Module			
PLC #2 Backpanel PZC #2	E-7	Existing	Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.	
			<b>Qty.</b>	<b>Description</b>
			1	CompactLogix PLC
			7	16-pt Digital Input Module
			3	8-pt Isolated Relay
			2	8-pt Analog Input
3	4-pt Analog Output			

Upgrade Control Panels shall be completely wired and tested on-site.				
Panel	Drawing	NEMA Rating	Description	
RAS Pump Station	E-7	Existing	Panel Upgrade to include upgrading Allen-Bradley SLC PLC Equipment to CompactLogix along with other appurtenant equipment as required.	
			<b>Qty.</b>	<b>Description</b>
			1	CompactLogix PLC
			2	16-pt Digital Input Module
			2	16-pt Digital Output Module
1	8-pt Analog Input			
Fine Screen/Gris Classifier Control Panel	E-6	Existing	Panel Upgrade to include upgrading Allen-Bradley MicroLogix 1100 Equipment to Micro 870 along with other appurtenant equipment as required.	
			<b>Qty.</b>	<b>Description</b>
			1	Micro 870 with 28 120VAC Input and 20 Relay Output

### 3. Project Management

**Project Management Duties to Include:**

1. Project Scheduling
2. Coordination with owner
3. Monthly Progress Meetings

### 4. Design Engineering

**Design Engineering to Include the following in Electronic Format:**

1. Updated Panel Drawings
2. Submittals on provided equipment
3. Testing and Calibration Documentation
4. O&M Manuals

**\*Note:** Hard Copies of this documentation can be printed from the electronic file or can be provided by L&C at an additional cost.

## 5. Field Services

Field Service to include the following:

1. **Clarifier CP:** One trip, 12 hours for modifications, field wire terminations, and startup.
2. **Effluent PS:** One Trip, 20 hours for modifications, field wire terminations, and startup.
3. **Filter CP:** Two Trips, 40 hours for modifications, field wire terminations, and startup.
4. **Filter Feed PS:** One Trip, 20 hours for modifications, field wire terminations, and startup.
5. **Influent PS:** One Trip, 20 hours for modifications, field wire terminations, and startup.
6. **Klampress CP:** One trip, 20 hours for modifications, field wire terminations, and startup.
7. **Preliminary Treatment Panel:** One trip, 20 hours for modifications, field wire terminations, and startup.
8. **PLC #1:** Two trips, 52 hours for modifications, field wire terminations, and startup.
9. **PLC #2:** Two trips, 40 hours for modifications, field wire terminations, and startup.
10. **RAS CP:** One trip, 20 hours for modifications, field wire terminations, and startup.
11. **Fine Screen CP:** One trip, 4 hours for modifications, field wire terminations, and startup.

**Note:** If additional field service is required it can be purchased at a cost of \$181.00 per hour.

## 6. Training

Training to include the following:

1. One (1) trip, eight (8) hours for training.

**Note:** If additional training is required it can be purchased at a cost of \$181.00 per hour.

## 7. Inclusions

This scope includes the following:

- On-site startup of control panels and field equipment
- On-site Installation of new Equipment
- Removal of existing PLC Equipment being replaced
- On-site training
- Factory Acceptance Testing (FAT)
- Field wire terminations utilizing existing wire.

## 8. Exclusions

The following items are excluded from our scope:

- Spare parts
- HMI software upgrades of any kind.
- Junction boxes
- Sunshields of any kind

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- Expedited Delivery on equipment
- Signal cable, interconnecting wiring, conduit, duct bank or any other electrical equipment

## 9. Pricing and Delivery

Pricing Summary	
	Price
<p style="text-align: center;"><b>Phase 1 – 2024</b></p> <p style="text-align: center;">Phase 1 to include:</p> <ol style="list-style-type: none"> <li>1. Clarifier Patch Panel</li> <li>2. Influent Pump Station</li> <li>3. Preliminary Treatment Panel</li> <li>4. RAS Control Panel</li> <li>5. Fine Screen Control Panel</li> </ol>	\$99,135.00
<p style="text-align: center;"><b>Phase 2 – 2025</b></p> <ol style="list-style-type: none"> <li>1. PLC #1</li> <li>2. PLC #2</li> </ol>	\$127,024.00
<p style="text-align: center;"><b>Phase 3 – 2026</b></p> <ol style="list-style-type: none"> <li>1. Effluent Pump Station</li> <li>2. Filter Control Panel</li> <li>3. Filter Feed Pump Station</li> <li>4. Klampress Control Panel</li> </ol>	\$148,189.00
<b>Total</b>	<b>\$ 374,348.00</b>

Sales Tax Not Included Above

**Note: If additional Field Service, software, or programming assistance is required outside the included scope above an additional cost of \$181.00 per hour shall apply.**

**Delivery**      **Estimate** 18-24 weeks after release for production per phase.

Due to a Global shortage on components and factors out of our control, all lead times and ship dates are estimates only and not a guarantee.

**Drawings**      **Estimate** 6-10 weeks after receipt of the purchase order per phase.

**Terms**      Monthly progress payments for milestones, design, material shipments, startup, etc.; Net 30 days after date of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over 15 days past due. No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any item or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in

L&C Quotation No. LCQQ9840

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writing to such statement or condition. Reference this quotation number on all correspondence concerning this project, including purchase orders and/or contracts.

Pricing Valid for 30 days – Contact to confirm pricing after 30 days

**Freight** Shipment is F.O.B. factory - full freight allowed to jobsite.

## 10. Warranty

The warranty for Lord & Company is as follows:

We shall provide a One (1) year warranty on the equipment we supply. Damage due to misuse, abuse, flooding, moisture, lightning surges, transients from lightning or any other induced voltages are not covered. Equipment manufacturer's standard warranty and terms apply.

## 11. General Notes

Unless **specifically set forth** in the scope of this proposal, this offer does not include:

- ◇ Interconnecting wiring or conduit
- ◇ Fiber Optic Cable
- ◇ Communication Connectors
- ◇ Installation
- ◇ Installation of antenna, antenna towers, cable, conduit & wire
- ◇ Wire termination's
- ◇ TVSS enclosures
- ◇ Enclosure Rated for Class I, Division 2 hazardous location.
- ◇ Misc. hardware and mounting equipment such as stands, poles, anchors, etc.

L&C Quotation No. LCQQ9840

Page 10 of 11

We sincerely thank you for the opportunity to work with you on this project and hope that you are richly blessed with the Grace of God in your life. If you have any questions or concerns pertaining to this scope of work, please feel free to contact me or Joseph Dickson

Sincerely,

**Derek Holder**

Sales Support Engineer



2100 Carolina Place Drive

Fort Mill, SC 29708

Mobile: 803-802-0060 ext. 113

Email: [dholder@lordandcompany.com](mailto:dholder@lordandcompany.com)

Website: [lordandcompany.com](http://lordandcompany.com)

cc: Joseph Dickson – Lord & Company, Inc.  
Cell Phone: 803-371-4755  
Email: [jdickson@lordandcompany.com](mailto:jdickson@lordandcompany.com)

## 12. Terms & Conditions

### STANDARD TERMS AND CONDITIONS OF PURCHASE

**Item 1 Payment:** Unless otherwise specified in Sellers proposal, the Purchaser shall pay the purchase price (including the price of goods and fees for services) in full within 30 days after the receipt of invoice for services rendered or goods shipped. In the event part of an order is shipped, the Purchaser shall pay in full the price agreed upon in the schedule of values for the items shipped within thirty (30) days after receipt of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over fifteen (15) days past due. The Seller may, at its option, cease to perform services or deliver goods for the Purchaser upon the Purchaser's failure to timely make any payment. In the event collection of any amounts due hereunder is referred to an attorney by the Seller, purchaser shall bear all costs of collection, including but not limited to, Sellers reasonable attorney's fees.

**Item 2 Changes:** During the course of the project, either Purchaser or Seller may request changes to the scope of the work. Such changes will be effective if the other party agrees to the change in writing or through its actions. If the agreed change results in greater or lesser cost, Seller's compensation for the work will be adjusted accordingly.

**2.1 Fast Track/Accelerated:** Purchaser acknowledges that if Purchaser requires a Seller to perform on an accelerated schedule (i.e. pace faster than the Seller's normal business practice), the risk of errors in the design and development of hardware and software increases as do certain costs such as but not limited to, express shipping of incoming purchases to the Seller, charges for expedited manufacture, development and/or delivery of hardware and/or software to the Seller and, express shipping to Purchaser by the Seller. Purchaser agrees that upon Purchaser's request to the Seller to perform on an accelerated basis, Purchaser will compensate the Seller (at Seller's then prevailing rates) for all additional costs incurred and work required as a result of the accelerated pace of project execution.

**2.2 Slow Track/Deceleration:** A decelerated pace of project execution also causes additional work and costs. If Purchaser decelerates the pace of project execution, Purchaser shall bear the additional costs and expenses associated with such deceleration including but not limited to paying the Seller for "spin-up" time (inefficiency caused by starting and stopping) and then prevailing the Seller rates.

**Item 3 Warranty:** ACCEPTANCE AND WARRANTIES: Any warranties in this agreement commence upon Purchaser's acceptance of the work, which shall occur on the earliest following event:

(a) the date of first use by the Purchaser or first use for the benefit of the Purchaser, whether such use is partial or complete; (b) the date of completion of the start-up or commissioning; or (c) Thirty (30) days after the Seller has delivered to the Purchaser the goods under contract as outlined in the proposal/quotation.

**LIMITED WARRANTY:** The Seller warrants that for a period of one year from the warranty commencement date, that the goods will perform in accordance with specifications set forth in the proposal if final adjustments and start-up are approved by qualified Seller personnel or agents contracted by Seller. The Seller does not warrant that the goods covered by this warranty will perform in accordance with specifications to the extent that equipment forming a part of the goods is not supplied by, or approved for, incorporation into the completed system by the Seller. However, the Seller does warrant that the equipment, parts and components supplied by Seller, forming part of the goods will be free from material defects in materials workmanship for a period of one year from the warranty commencement date.

Further, in no event will Seller be responsible for (a) any modifications to any services or deliverables made by anyone other than Seller; (b) damages caused by misuse, improper operation or improper or insufficient maintenance of any services or deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any services or deliverables that arise from Seller's compliance with designs or other criteria or requirements provided by or through Purchaser. Deliverables not created by Seller are warranted only to the extent of the express written warranties of the manufacturer(s) of such items delivered to Purchaser by Seller as a part of the project.

**THE WARRANTY CONTAINED ABOVE, AS LIMITED, IS THE ONLY WARRANTY EXTENDED IN CONNECTION WITH ANY SALE HEREIN AND IS EXTENDED TO PURCHASER ONLY AND NOT TO ANY SUBSEQUENT PURCHASERS, USERS, THIRD PARTIES, OR EMPLOYEES, AND THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

In the event Purchaser believes Seller owes a warranty obligation applicable to the services or deliverables, or has otherwise failed to comply with any other contract obligation, it must notify Seller in writing within twenty (20) days of its discovery of such obligation. If Seller owes a warranty obligation, it will either, at the Seller's discretion, supply the replacement parts and materials or refund to Purchaser the portion of the compensation paid for any defective services or deliverables. Such performance by Seller is Purchaser's sole and exclusive remedy in the event of a warranty obligation of Seller or any other failure of Seller to comply with its contract obligations.

**Item 4 Insurance:** The responsibility for loss or damage of the goods shall be Purchaser's from the time of shipment. Purchaser is responsible for providing and maintaining adequate insurance for the machinery and goods against loss or damage by fire or other causes during the time between shipment and final payment

The Seller shall arrange for, pay for and maintain in full force and effect, at all times during the performance of supervisory or field engineering work and until final acceptance of that work, usual and customary policies of insurance which afford the following coverage: (a) Worker's Compensation (b) General Liability

**Item 5 Non Solicitation of Employees:** To the fullest extent permitted by law, during the course of the project and for one (1) year thereafter, Purchaser specifically agrees that Purchaser, on its own behalf or on behalf of any other company, will not hire or retain, or solicit to hire or retain, any employee of Seller that has been involved in performing the scope of work. Further, during the course of the project and for one (1) year thereafter, Purchaser also agrees that Purchaser, on its own behalf or on behalf of any other company, will not seek to induce any such Seller employees to leave Seller's employment.

**Item 6 Intellectual Property:** Seller shall retain all right, title and interest in and to all drawings, specifications and software prepared by Seller, including but not limited to all copyrights, patents and other intellectual property rights. The Purchaser shall not use any drawings or specifications prepared by Seller, except for the purpose of confirming the quality of design and manufacturing of the goods set forth in the proposal. Purchaser shall not photocopy, duplicate or in any way copy any drawings, specifications, or software which may be supplied by Seller. Subject to the other terms and conditions set forth herein, and upon payment of the agreed upon compensation to Seller, Seller grants to the Purchaser a non-transferable, non-exclusive right and license to use the software set forth in the Proposal for the proper use of the deliverables. The Purchaser shall not sell, license, assign or transfer the software or any interest therein to anyone without Seller's prior written consent, and the Purchaser shall not reverse engineer or make derivative works from the services, software, or deliverables.

**Item 7 Independent Contractor:** Seller is an independent contractor of Purchaser and will have sole charge over, and be solely responsible for, (a) the payment of its employees and subcontractors and (b) the means, methods, techniques and sequences used in the performance of the services and the creation of its deliverables. Both Seller and Purchaser assume that the industrial exemption applies to all services and the proposal, and Purchaser acknowledges that individuals not licensed as professional engineers may execute some or all of the services and create some or all of the deliverables.

**Item 8 Limits of Liability:** In no event, regardless of cause, shall Seller be liable for any indirect, incidental, special, punitive, or consequential damages of any kind, including without limitation any loss of use, productivity, reputation, financing, business opportunities or profits. MOREOVER, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S MAXIMUM AGGREGATE LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. THIS LIMITATION OF SELLER'S LIABILITY WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY/TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY.

**Item 9 Termination of Contract:** If Purchaser fails to comply with its obligations under the proposal or these terms and conditions (including without limitation the full and timely payment to Seller), Seller may provide written notice of such default to Purchaser and may thereafter suspend further performance until such default is cured by Purchaser. When such default is cured by Purchaser, the amount to be paid for the scope of work will be equitably increased to account for Seller's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Seller to complete the scope of work will be equitably extended to account for such suspension. If Purchaser fails to cure such default within 30 days of its receipt of such notice from Seller, Seller may terminate its agreement with Purchaser by providing written notice to Purchaser and in such an event, Purchaser will pay Seller for all portions of the scope of work performed (in whole or in part) through the date of such termination. Seller's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit Seller would have earned on the cancelled portions of the scope of work if not for Purchaser's default, and any collection costs (including Seller's attorneys' fees) incurred by Seller in obtaining payment for its services and deliverables from Purchaser.

**Item 10 Dispute Resolution:** Should a dispute arise relating to the proposal or the scope of work, then the parties agree that prior to litigation or formal alternative dispute resolution, the Seller (represented by its president and vice-president) and the Purchaser (represented by two persons with authority to make legally binding decisions for the Purchaser), shall agree to meet in person (or by video or telephone conference) at a mutually agreeable time and location in an attempt to informally resolve the dispute. Any such meeting shall be arranged and held within thirty (30) days after either party provides written notice to the other of a dispute. Should a resolution be reached in such a meeting, the parties agree that their agreement shall be memorialized in writing and considered binding between the parties.

If a settlement cannot be reached as a result of the above meeting between the parties, then such dispute shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in Fort Mill, South Carolina before a single arbitrator with experience in resolving disputes arising from information technology services. The prevailing party (as determined by the arbitrator) will be entitled to recover from the other party all costs incurred in resolving the dispute, including reasonable attorneys' and expert fees and the costs of arbitration. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction.

**Item 11 Governing Law:** The proposal and these terms and conditions shall be governed by and construed in accordance with the laws of the State of South Carolina and of the United States of America (including the Federal Arbitration Act, 9 U.S.C. § 1, et seq, with respect to the parties' agreement to arbitrate any dispute arising out of or related to the proposal or the scope of work), without regard to rules governing choice or conflict of laws. Purchaser and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to their agreement.

**Item 12 Taxes:** All prices shall be subject to the addition of any existing or future tax or governmental charge upon the engineering services, production, shipment, installation, sale or use of the products or services to the extent that any system integrator is or shall be required by law or regulation to collect or pay the same. The amount of such taxes shall be paid to the system integrator immediately upon request or, in lieu thereof, a tax exemption certificate in a form satisfactory to the taxing authority presented to the system integrator.

**Item 13 Force Majeure:** In the event that performance of the services and/or delivery to Purchaser of the deliverables is delayed by circumstances beyond the reasonable control of Seller (including without limitation changes to the scope of work, delays by Purchaser in providing information to Seller, fire, natural disasters, civil disturbances, acts of governmental authorities, labor disputes, unavailability of materials or shipping delays), Seller will promptly notify Purchaser of such circumstances in writing and Seller will be granted an equitable extension of the time to meet its obligations under the proposal or, in Seller's reasonable discretion, Seller may terminate this agreement without liability to Seller.

**Item 14 Export Restrictions:** Purchaser acknowledges that the services and deliverables may be subject to export and use restrictions under applicable law, include Export Administration Regulations maintained by the United States Department of Commerce. Purchaser agrees to comply with all such requirements and to hold Seller harmless from any violations of such requirements.

**Item 15 Assignment:** Neither Purchaser nor Seller may assign its respective rights and obligations under their agreement without the written consent of the other party. However, Seller may subcontract or delegate its work obligations to other persons or entities, but will nonetheless be responsible to Purchaser for the performance of the work as required by the proposal. Both Purchaser and Seller agree that there are no third-party beneficiaries to their agreement.

**Item 16 Severability:** If any term of the proposal or these terms and conditions is found to be unenforceable, the remaining terms will remain in effect. The failure of either Seller or Purchaser to exercise any rights under their agreement will not be deemed a waiver of such right except as agreed in writing or as otherwise set forth in these terms and conditions.

**Item 17 Agreement:** These terms and conditions, along with the attached proposal, constitute the entire agreement between Seller and Purchaser for the services, deliverables and project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting, or inconsistent terms submitted by Purchaser (whether set forth in a request for proposal, purchase order, acknowledgment, or in any other document) are expressly rejected by Seller and are not part of the agreement for the project unless otherwise agreed to by the parties in writing. Purchaser shall reference the proposal number on all correspondence concerning this project, including purchase orders and/or contracts.

## Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
<b>Purchases</b>				
<b>Purchase from other units of Government</b> G.S. 143-129(e)(1)	Informal and formal purchases and leases	Purchase directly from another unit of federal, state, or local government anywhere in the U.S.	No	None
<b>Emergency</b> G.S. 143-129(e)(2)	Informal and formal purchases and construction/repair	Present, immediate, and existing special emergency involving public health and safety of people or property	No	None
<b>Fuel Purchase</b> G.S. 143-129(e)(5)	Informal and formal purchases	Purchase of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas	No	Informal bidding requirements apply to purchases costing \$30,000 or more (including purchases over \$90,000)
<b>Sole Source</b> G.S. 143-129(e)(6)	Informal and formal purchases	Available when (1) performance or price competition is not available; (2) product is available from only one source; or (3) standardization or compatibility is the overriding consideration	Yes	None
<b>Group Purchasing Program</b> G.S. 143-129(e)(3)	Informal and formal purchases	Competitive bidding process by a formally organized program offering discount prices to at least 2 public agencies	No	None

## Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
<b>State Contract</b> G.S. 143-129(e)(9)	Informal and formal purchases	Purchases from contracts established by State of NC if the contractor is willing to extend the same or more favorable prices, terms and conditions	No	None
<b>Federal Contract</b> G.S. 143-129(e)(9a)	Informal and formal purchases	Purchases from contracts established by a federal agency if the contractor is willing to extend the same or more favorable prices, terms and conditions	No	None
<b>Used Goods</b> G.S. 143-129(e)(10)	Informal and formal purchases	Purchase of used goods from a public or private entity; remanufactured, refabricated, or demo goods are not included under this exception	No	None
<b>Piggyback</b> G.S. 143-129(g)	Formal purchases	Purchases from contracts entered into by any federal, state, or local government in U.S. that have been competitively bid within the previous 12 months if the contractor is willing to extend the same or more favorable prices, terms and conditions	Yes	Board approval at a regular meeting after at least 10 days public notice (notice may be given by publication and electronic means; notice by electronic means only requires governing board approval)

## Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
<b>Trade-In</b> G.S. 143-129.7	Informal and formal purchases	Units may include trade-in of used items as part of the specifications for purchases, and may award one contract for both the sale of the trade-in item and the purchase of the new item	No	Items sold as a trade-in under G.S. 143-129.7 are not subject to property disposal requirements of Article 12 of Chapter 160A
<b>Transportation Authority Purchases</b> G.S. 143-129(h)	Informal and formal purchases and leases	Regional public transportation authorities (RPTA) and regional transportation authorities (RTA) may use RFP process for purchases	Yes	RFP process required by G.S. 143-129(h); governing board must approve use of RFP process at a regularly scheduled meeting before RFP is issued; governing board must certify that RFP process has been followed and approve contract at a regularly scheduled meeting
<b>Nonprofit Work Centers for Blind and Severely Disabled</b> G.S. 143-129.5	Informal and formal purchases	Purchases from a nonprofit work center for the blind and severely disabled as defined in G.S. 148-48	No	None
<b>School Food Services</b> G.S. 115C-264	Informal and formal purchases	Local school unit purchase of supplies and food for food services (nutrition programs) at school	No	None; federal requirements will apply to food services that are federally funded
<b>School Books</b> G.S. 115C-522(a)	Informal and formal purchases	Local school unit purchase of published books, manuscripts, pamphlets, and periodicals	No	None

## Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
<b>Construction and Repair</b>				
<b>Change Order</b> G.S. 143-129(e)(4)	Informal and formal construction/repair	Construction/repair work undertaken during the progress of a competitively bid project that is within the scope of the original project	No	None
<b>Emergency</b> G.S. 143-129(e)(2)	Informal and formal purchases and construction/repair	Present, immediate, and existing special emergency involving public health and safety of people or property	No	None; FEMA procurement requirements will apply in Presidentially declared disasters
<b>Force Account Work</b> G.S. 143-135	Construction/repair (within dollar limits)	Use of unit's own employees (on permanent payroll) and officers to perform construction work when either (1) total cost of the project is under \$500,000; or (2) total cost of the labor is under \$200,000	Yes	Purchases of materials used on the project still subject to competitive bidding requirements; unit must keep accurate records of entire cost of project
<b>Guaranteed Energy Savings Contract (GESC)</b> G.S. 143-129(e)(8)	Informal and formal construction/repair and related purchases	GESC for improvements to existing facilities to achieve energy savings sufficient to pay for the costs of the improvements over the term of the contract	Yes if financing of project subject to LGC approval	RFP process required under Article 3B of Chapter 143

## Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
<b>Construction Management at-Risk (CM@R)</b> G.S. 143-129(e)(11)	Informal and formal construction and repair	Construction or repair projects performed by a construction manager at-risk	No	CM@R hired under the Mini-Brooks Act QBS process (G.S. 143-64.31); contracts for construction project subject to requirements of G.S. 143-128.1
<b>Solid Waste Management Facilities</b> G.S. 143-129.2	Construction and operation of solid waste management facilities	Contract for the design, construction, operation, management and maintenance of highly complex and innovative solid waste management facilities and sludge management facilities; “ancillary facilities” (such as roads, water and sewer lines, and transfer stations) are excluded from the exemption	No	RFP process is optional; if not used, construction or repair work subject to competitive bidding

## Exceptions to State Competitive Bidding Requirements For North Carolina Local Governments

Exception	Applies To:	Description	Board Approval Required?	Other Requirements
<b>Information Technology Goods and Services</b>				
<b>State ITS</b> G.S. 143-129(e)(7)	Informal and formal purchases of information technology goods and services	Purchases made through contracts established by the State Office of Information Technology Services (“information technology” defined under G.S. 147-33.81(2))	No	None
<b>IT goods and services</b> G.S. 143-129.8	Informal and formal purchases of information technology goods and services	Contract for combination of information technology goods and services (“information technology defined under” G.S. 147-33.81(2))	No	RFP process required under G.S. 143-129.8



**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, January 13, 2025 – 614 Broad Street- Train Depot**

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**AGENDA CATEGORY:** Quasi-Judicial Proceeding

**SUBJECT:** To approve or deny a request for a variance for 360 Steep Point Road to vary standards from Section 34 Design Standards of the Subdivision Standards.

**BRIEF SUMMARY:**

**BACKGROUND:** Mr. Alex Pully has submitted a request for a variance of the Town of Beaufort Unified Development Ordinance (Subdivision) Section 34 Subdivision Ordinance – Subsection H (Improvement & Minimum Standards of Design) requiring a private drive to be 20 feet in width and designed to accommodate an emergency vehicle up to 75,000 lbs. for property proposed for subdivision at 360 Steep Point Road.

**REQUESTED ACTION:**

Conduct Quasi-Judicial Hearing – Variance Request from Subdivision Ordinance  
Finding of Facts for Variance  
Decision on Variance Request

**EXPECTED LENGTH OF PRESENTATION:**

30 Minutes

**SUBMITTED BY:**

Kyle Garner, AICP  
Planning & Inspections Director

# Memo

**To:** Beaufort Board of Commissioners  
**From:** Kyle Garner, AICP, Planning Director  
**Date:** January 3, 2025  
**Re:** Case # 24-12 Variance Request for 360 Steep Point Road

## Variance Request

**Applicant:** Alex Pully                      **Property Owner:** Wayne Newnam  
**Property Address:** 360 Steep Point Road                      **PIN:** 731613231649000  
**Property Zoning District:** R-20 (Low Density)                      **Flood Zone:** AE-6  
**Lot Dimensions:** See Attached Survey as part of the application.

### Property History:

This property was an existing flag lot as far back as 2004 according to County Tax records.

In October 2024 a request was made to subdivide the property into two lots.

At the December 2024 the applicant requested that the Board of Commissioners consider a variance for the Subdivision and Legal Council recommend that the Commissioners table the subdivision request until a Quasi-Judicial Hearing could take place.

### Request:

A request for a variance of the Town of Beaufort Unified Development Ordinance (Subdivision) Section 34 Subdivision Ordinance – Subsection H (Improvement & Minimum Standards of Design) requiring a private drive to be 20 feet in width and designed to accommodate an emergency vehicle up to 75,000 lbs.

**Facts:**

- The property is zoned R-20 (Low Density).
- The Property is within the Town of Beaufort's Extraterritorial Jurisdiction
- The applicant has secured environmental permits from County Environmental Health
- The acreage is 2.67 acres+-
- The property has one single-family residence
  
- The flood zone is AE-6

**Exhibits:**

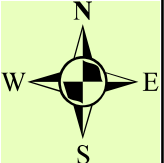
- Exhibit A – Staff Report
- Exhibit B – Vicinity Map
- Exhibit C – List of Property Owners Within 100 Feet
- Exhibit D – Section 34-D-6 & Section 21-I (LDO)
- Exhibit E – Survey for 360 Steep Point Road
- Exhibit F – Variance Worksheet

# Exhibit B - Vicinity Map - Variance Request - 360 Steep Point Road

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<u>OWNER</u>	<u>AIL HOU:</u>	<u>MAIL ST</u>	<u>MAIL CITY</u>	<u>MAIL Z1</u>	<u>MAIL ZI</u>	<u>MAIL ADD2</u>
DAVIS,BERTRAM MCVAE ETUX LORI	164	OLD NASSAU ROAD	SMYRNA	NC	28579	
DEANGELO,KEVIN J ETUX DEBORAH	1834	EDGEWOOD AVENUE	BURLINGTON	NC	27215	
HARKAWAY STEEP POINT LLC	712	ARENDELL ST	MOREHEAD CITY	NC	28557	
LUPTON,CHARLES H ETUX MCKINLEY			ATLANTIC BEACH	NC	28512	PO BOX 2259
NEWNAM,DONALD W ETUX ELIZABETH	360	STEEP POINT RD	BEAUFORT	NC	28516	
PIERSON,MARY ELISSA MCGOWAN TR			ATLANTIC BEACH	NC	28512	PO BOX 2387
SCOGGINS,JONATHAN ETUX	1000	NORTHSHORE DR	WAKE FOREST	NC	27587	
SMITH,WILLIAM W III ETUX A.	370	STEEP POINT RD	BEAUFORT	NC	1555 28516	

## SECTION 34 SUBDIVISION REGULATIONS

### A) *Title and Purpose.*

1) Title.

This Section shall be known and may be cited as the "Subdivision Regulations."

2) Purpose.

The purpose of this Section is to regulate the subdivision of land within the Town's planning and development regulation jurisdiction. for the orderly growth and development of the Town; for the coordination of transportation networks and utilities within proposed subdivisions with existing or planned streets and highways and with other public facilities; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions that substantially promote public health, safety, and general welfare. These Subdivision Regulations are designed to further facilitate adequate provision for water, sewerage, parks, schools, and playgrounds, and also to facilitate the further re- subdivision of larger tracts into smaller parcels of land.

### B) *Authority and Jurisdiction.*

1) Authority.

These Subdivision Regulations are hereby adopted under the authority and provisions of the General Statutes of North Carolina, Chapter 160D, Section 8, Subdivision Regulation.

2) Jurisdiction.

The regulations contained herein shall govern each and every subdivision in the Town's planning and development regulation jurisdiction.

### C) *Plat Approval and Recordation.*

No subdivision within the Town's planning and development regulation jurisdiction shall be filed or recorded until it shall have been submitted to and approved by the Town Board as herein provided, and until this approval shall have been entered on the face of the plat in writing by the Mayor and the Town Clerk. No person shall commence or proceed with development or with a subdivision of land without first securing approval under this section from the Town.

The review officer, pursuant to N.C. Gen. Stat. §47-30.2, shall not certify a subdivision plat that has not been approved in accordance with this section nor shall the clerk of superior court order or direct the recording of a plat if the recording would be in conflict with this section.

A plat shall be prepared, approved and recorded pursuant to this section whenever a subdivision of land takes place.

Decisions on approval or denial of preliminary or final plats may be made only on the basis of standards explicitly set forth in these Subdivision Regulations.

### D) *Legal Provisions.*

1) Approvals and Disapprovals.

The approvals and disapprovals set forth in this section shall be communicated by the officer making the determination who shall in turn give written notice to the owner of the property that is the subject of the determination and to the party who sought the determination, if

*Land Development Ordinance for the Town of Beaufort*

different from the owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail. The notice shall be delivered to the last address listed for the owner of the affected property on the County tax abstract and to the address provided in the application or request for a determination if the party seeking the determination is different from the owner.

2) Statement by Owner.

The owner of land shown on a subdivision plat submitted for recording, or his authorized agent, shall sign a statement on the plat stating whether or not any land shown thereon is within Town's planning and development regulation jurisdiction.

3) Acceptance of Improvements.

The approval of a plat shall not be deemed to constitute the acceptance by the Town or public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat. However, the BOC may by resolution accept any dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within the Town's planning and development regulation jurisdiction. Acceptance of dedication of lands or facilities located within the planning and development regulation jurisdiction but outside the corporate limits of the Town shall not place on the Town any duty to open, operate, repair, or maintain any street, utility line, or other land or facility, and the Town shall in no event be held to answer in any civil action or proceeding for failure to open, repair, or maintain any street located outside its corporate limits.

4) Penalties for Violation.

In addition to other penalties which apply to violations of this Ordinance generally, any person who, being the owner or agent of the owner of any land located within the planning and development regulation jurisdiction of the Town, thereafter subdivides the land in violation of this section or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under this section and recorded in the office of the appropriate register of deeds, is guilty of a Class 1 misdemeanor. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land does not exempt the transaction from this penalty. The Town may bring an action for injunction of any illegal subdivision, transfer, conveyance, or sale of land, and the court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with the subdivision regulation. Building permits required pursuant to N.C. Gen. Stat. §160D-1110 may be denied for lots that have been illegally subdivided. In addition to other remedies, the Town may institute any appropriate action or proceedings to prevent the unlawful subdivision of land, to restrain, correct, or abate the violation, or to prevent any illegal act or conduct.

5) Separability.

Should any section or provision of these Subdivision Regulations be decided by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Subdivision Regulations as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

6) Variances.

The BOC may authorize a variance from these Subdivision Regulations by following the procedure set forth in 21 (I).

## SECTION 21 Board of Adjustment

The Board of Adjustment (BOA) is a “quasi-judicial” administrative body whose purpose is (i) to hear, review, and decide appeals from any order, requirement, decision, or determination made by an administrative official charged with the enforcement of this Ordinance; (ii) to issue variances as authorized by this Ordinance and state law; and, (iii) to issue special use permits when required by this Ordinance. The responsibilities of the BOA are authorized and set forth by N.C. Gen. Stat. §160D-302.

### A) Organization of the Board of Adjustment.

#### 1) Board Membership.

The BOA shall consist of five regular and two alternate members. Three regular and one alternate member shall reside within the corporate limits of the Town and be appointed by the Town’s Board of Commissioners (BOC). Two regular and one alternate member shall be appointed by the Carteret County Board of Commissioners (CC BOC) and shall reside within the Town’s extraterritorial jurisdiction (ETJ). If despite good faith efforts, enough residents of the ETJ cannot be found to fill the seats reserved for such residents, the CC BOC may appoint other residents of the county to fill these seats. If the CC BOC fails to appoint ETJ members needed within ninety days after receiving a resolution requesting such action from the Town, the BOC may make the necessary appointments.

The BOC may establish reasonable procedures to solicit, review and make appointments to the BOA.

The BOC shall from time to time review this section to confirm the existence of proportional representation based on population for residents of the Town’s ETJ, pursuant to N.C. Gen. Stat. §160D-307(a).

#### 2) Term Limits.

BOA regular members and alternate members shall be appointed to serve a three-year staggered term and members may continue to serve until their successors have been appointed. Members may be reappointed to successive terms without limitation. Vacant seats and unexpired terms shall be filled by the BOC or the CC BOC as necessary.

#### 3) Oath of Office.

All members appointed to the BOA under this section shall, before entering their duties, qualify by taking an oath of office as required by N.C. Gen. Stat. §160A-61.

#### 4) Removal from Board.

a) Regular BOA members may be removed by the BOC at any time for failure to attend three consecutive meetings or for failure to attend seventy-five percent (75%) of the meetings within any twelve-month period or for any other good cause related to performance of duties. Such failure will constitute a voluntary resignation of the member. .

b) Alternate members may also be removed for repeated failure to attend or participate in meetings when requested to do so in accordance with BOA established procedures.

c) If a member appointed by the Town moves outside the Town’s corporate limits, that member shall be deemed to have resigned from the BOA. If a member representing the ETJ of the Town moves outside the Town ‘s ETJ, that member shall be deemed to have resigned from the BOA.

*Land Development Ordinance for the Town of Beaufort*

- d) If for reasons other than mentioned herein a member resigns from the BOA, a written notice shall be delivered to the Town Clerk at the member’s earliest convenience.
- e) Members of the BOA may be removed for inefficiency, neglect of duty or misconduct in office by the BOC only after being given a copy of the charges and provided the opportunity to be heard in person or by counsel. A BOA member is entitled to at least 10 days after receipt of the notice to prepare for such hearing.

5) ETJ Members Rights.

ETJ regular members shall have equal rights, privileges, and duties as Town members and may vote on all matters considered by the board regardless of whether or not the property affected lies within their planning jurisdiction.

6) Notification of Absences.

Regular members shall promptly notify the board secretary if they are unable to attend or participate in an upcoming meeting. The secretary shall notify an alternate member to attend when necessary. Assignments shall be rotated among the alternate members. When seated, any alternate member in attendance shall have the same powers and duties as the regular member they replace, including the ability to constitute a quorum for the purpose of the meeting regardless of whether the alternate is a regular or ETJ member.

**B) *Meeting of the Board of Adjustment.***

- 1) The BOA shall meet periodically pursuant to a schedule adopted pursuant to law and may hold special or emergency meetings in accordance with Chapter 143 of the North Carolina General Statutes.
- 2) All meetings of the board shall be open to the public and whenever feasible, the agenda for each board meeting shall be made available to the public at least three business days in advance of the meeting.
- 3) The BOA shall keep minutes of its proceedings. The minutes of all meetings and hearings of the BOA shall be retained by the board secretary or his/her designee and all minutes shall be a public record once adopted by the BOA. This shall include all findings of fact and decisions of the board.
- 4) The Chairman of the BOA will have the authority to cancel a meeting of the BOA when notified by the Planning and Inspections Department there is no business to be considered at the meeting.
- 5) Quasi-Judicial Decisions. The BOA shall follow the procedures set forth in Section 32 of this Ordinance if making a decision or determination on a quasi-judicial matter.

**C) *Quorum.***

1) Quorum Requirements.

- a) A quorum for the BOA shall consist of a minimum of four members.
- b) Other than for a variance, all actions of the BOA shall be taken by majority vote, a quorum being present.

2) Withdrawal from Meeting.

Any member who has withdrawn from the meeting without being excused shall be counted as present for the purposes of determining whether a quorum is present.

*Land Development Ordinance for the Town of Beaufort*

**D) *Deciding Cases.***

1) Voting.

- a) The concurring vote of four-fifths of the board shall be necessary to grant a variance.
- b) A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari.
- c) For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

2) Failure to Vote.

Once a member is physically present at a board meeting, any subsequent failure to vote shall be recorded as an affirmative vote unless the member has been excused in accordance with Section 21(D)(3) or has been allowed to withdraw from the meeting in accordance with Section 21(D)(4).

3) Conflicts.

A member of the board shall not participate in or vote on any quasi-judicial matter in a manner which would violate affected persons' constitutional rights to an impartial decision maker. Impermissible conflicts of interest are defined in Section 33 of this Ordinance.

4) Voting Procedures Due to Conflict.

If an objection is raised to a member's participation and the member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

5) Roll Call Vote.

A roll call vote shall be taken upon request of any member.

**E) *Board of Adjustment Officers.***

1) Election of Officers.

- a) Officers will be elected during the first February meeting of the year of the BOA and by majority vote.
- b) The board shall elect one of its members to serve as chairperson (chair) and preside over the board's meetings. The chair should always be one of the regular members. No chair may serve more than three consecutive terms.
- c) The board shall elect one member to serve as vice-chairperson (vice-chair). The vice-chair shall serve as acting chair in the chair's absence and at such times, he/she shall have the same powers and duties as the chair.
- d) A secretary will be appointed by majority vote of the members either from within its membership or outside. The secretary shall produce all necessary clerical items for the board including public notices, minutes, correspondence, etc. as directed by the chair.
- e) The persons so designated to fill these positions shall serve in these capacities for a term of one year. The officers may be eligible for reappointment subject to the term limits herein.
- f) Vacancies may be filled for the unexpired terms of the chair and vice-chair only by majority vote of the board membership (excluding vacant seats).

2) Rules of Procedure and Rules of Order.

Rules of procedure that are consistent with the provisions of Chapter 160D may be adopted by the BOC for the BOA. In the absence of action by the BOC, the BOA is authorized to adopt its

*Land Development Ordinance for the Town of Beaufort*

own rules of procedure that are consistent with the provisions of Chapter 160D. A copy of any adopted rules of procedure shall be maintained by the Town Clerk and shall be posted on the Town’s website.

The chair shall decide on all points of order and procedure consistent with the *Zoning Board of Adjustment*, by Michael B. Brough and Philip P. Green, Jr., as updated; the modified version of *Roberts Rules of Order*, as updated; and the UNC School of Government’s Suggested Rules of Procedure for Small Local Government Boards

3) Chairpersons Rights.

- a) The chair or any member temporarily acting as chair and the Clerk to the BOA may administer oaths to witnesses coming before the board.
- b) The chair and vice-chair may take part in all deliberations and vote on all issues.

F) ***Powers and Duties of Board of Adjustment.***

1) The BOA shall hear and decide:

- a) Appeals from and review of any order, decision, requirement, or determination made by the administrative official charged with the enforcement of this Ordinance, as provided in Section 21(H) and Section 31.
- b) Applications for variances, as provided in Section 21(I).
- c) Questions involving interpretations of the location boundary lines on the Official Zoning Map or ordinance text requirements as provided in Section 21(J).
- d) Any other matter the board is required to act upon by any other Town ordinance or state law.

2) Additional Powers.

The BOA shall have all powers given to boards of adjustments generally by Chapter 160D.

G) ***Public Notice of Hearings of the Board.***

- 1) Notice of hearings conducted pursuant to this Section shall be given in accordance with the provisions of Section 32 herein.

H) ***Appeals.***

1) Appeal Procedures.

- a) An appeal from any final order, decision, requirement, or determination of a Town official charged with the enforcement of this Ordinance may be taken to the BOA by any person aggrieved in accordance with the provisions of Section 31 (E) herein.

2) Stay of the Appeal.

Stays are governed by the provisions of Section 31(D)(5) herein.

3) Modifications to Appeals.

The BOA may reverse or affirm (wholly or partly) or may modify the order, requirement, decision, or determination appealed from and shall make any order, requirement, decision or determination which in its opinion should be made in the case before it. To this end, the board shall have all the powers of the officer from whom the appeal was taken.

**I) Variances.**

The power of variances is to be sparingly exercised and only in rare instances and under exceptional circumstances and with due regard to the main purpose of this Ordinance: to preserve the property rights of others. No change in permitted uses may be authorized by variance.

**1) Application Submittal.**

An application for a variance shall be submitted to the BOA by filing a copy of the application with the Town. The BOC shall also follow the procedure outlined in Section 21(I)(2) when considering a variance from the provisions of Section 34, Subdivision Regulations or where a variance is otherwise required by the provisions of this Ordinance.

**2) Findings of Fact.**

When unnecessary hardships would result from carrying out the strict letter of a requirement of this Ordinance, the BOA shall vary the requirement of this Ordinance upon a showing of all of the following:

- a) Unnecessary hardship would result from the strict application of the requirement. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- b) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.
- c) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
- d) The requested variance is consistent with the spirit, purpose, and intent of the Ordinance, such that public safety is secured and substantial justice is achieved.

3) Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

**J) Interpretations.**

1) The BOA is authorized to interpret the Zoning Map and to pass upon disputed questions of lot lines or district boundary lines and similar questions. If such questions arise in the context of an appeal from a decision of the Zoning Administrator, they shall be handled as provided in Sections 21(H) and Section 31.

2) An application for a map interpretation shall be submitted to the BOA by filing a copy of the application with the Town. The application shall contain sufficient information to enable the board to make the necessary interpretation.

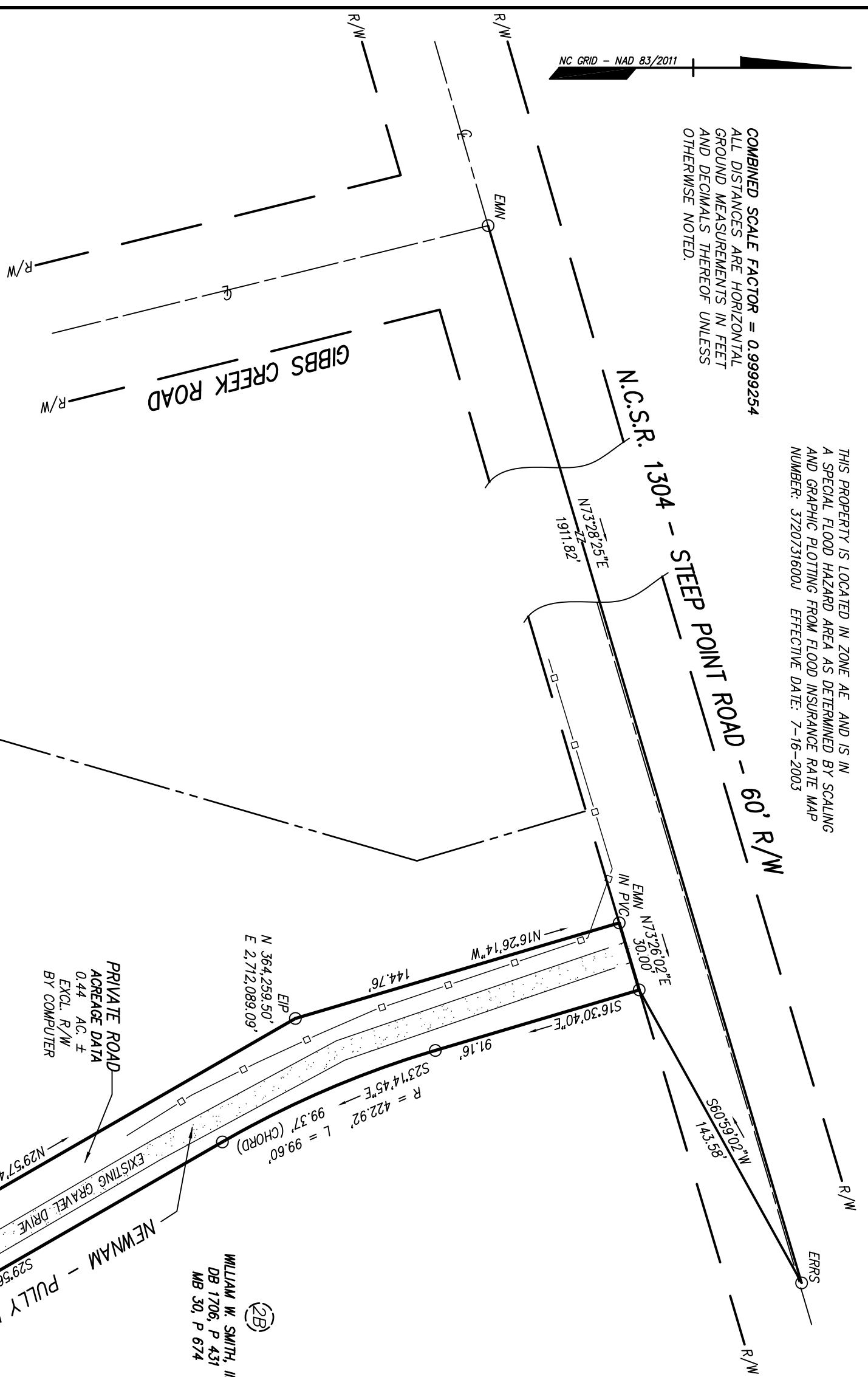
3) Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:

- a) Boundaries indicated as approximately following the centerlines of alleys, streets, highways, streams, or railroads shall be construed to follow such centerlines;
- b) Boundaries indicated as approximately following lot lines in the Town's planning and development regulation jurisdiction limits shall be construed as following such lines, limits, or boundaries;

COMBINED SCALE FACTOR = 0.99992924  
ALL DISTANCES ARE HORIZONTAL  
GROUND MEASUREMENTS IN FEET  
AND DECIMALS THEREOF UNLESS  
OTHERWISE NOTED.

THIS PROPERTY IS LOCATED IN ZONE AE AND IS IN  
A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY SCALING  
A GRAPHIC PLOTTING FROM FLOOD INSURANCE RATE MAP  
NUMBER: 372031600U EFFECTIVE DATE: 7-16-2003

NC GRID - NAD 83/2011



CURVE	LENGTH	RADIUS	RANGENT	CHORD	BEARING	DELTA
C1	43.98	28.00	28.00	39.60	N60°22'34"W	89°59'58"
C2	43.98	28.00	28.00	39.60	N29°37'27"E	89°59'59"

PRIVATE ROAD  
ACREAGE DATA  
0.44 AC. ±  
EXCL. R/W  
BY COMPUTER

TRACT 2C-1  
ACREAGE DATA  
0.79 AC. ±  
EXCL. R/W  
BY COMPUTER

LEGEND  
EIP = EXISTING IRON PIPE  
EMN = EXISTING MAG. NAIL  
NIP = NEW IRON PIPE  
O = COMPUTED POINT  
R/W = RIGHT-OF-WAY  
± = CENTERLINE  
ZZ = NOT TO SCALE  
(T) = TOTAL DISTANCE

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.

L. F. WADE DAVENPORT, PROFESSIONAL LAND SURVEYOR NO. L-3582, CERTIFY  
TO THE FOLLOWING:  
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.

STATE OF NORTH CAROLINA      LENOR COUNTY  
L. E. WADE DAVENPORT      CERTIFY THAT THIS PLAT  
MADE UNDER MY SUPERVISION FROM AN ACTUAL SURVEY  
IN BOOK 1550, PAGE 242, ETC. (OTHER) THAT THE BOUNDARIES  
NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM  
INFORMATION FOUND IN DB 31 - PAGE 393; THAT THE  
RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS  
PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47 - 30  
AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION  
NUMBER AND SEAL THIS 26TH DAY OF OCTOBER, A.D., 2024

L - 3552

STATE OF NORTH CAROLINA      CARTERET COUNTY  
L. F. WADE DAVENPORT, PROFESSIONAL LAND SURVEYOR NO. L-3582, CERTIFY  
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.

DATE \_\_\_\_\_ REVIEW OFFICER \_\_\_\_\_

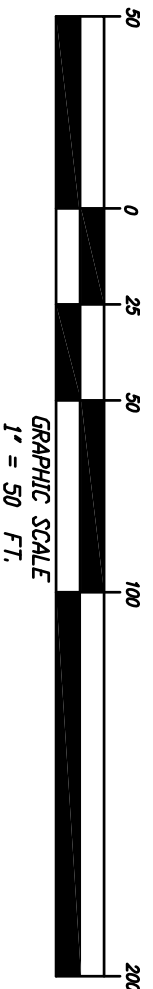
ATLANTIC SURVEYING, P.A.  
111 SOUTH QUEBEN STREET  
KINSTON, NC 28501  
PHONE: (252) 527-6994  
FAX: (252) 522-0139  
P.L.R. LICENSE# NO. C - 1412

**PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCES OR SALES.  
THIS MEDIA SHALL NOT BE CONSIDERED  
A CERTIFIED DOCUMENT.**

OWNER: DONALD W. NEWMAN  
360 STEEP POINT ROAD  
BEAUFORT, NC 28516

SURVEY FOR  
ALEX PULLY  
AND  
DONALD WAYNE NEWMAN

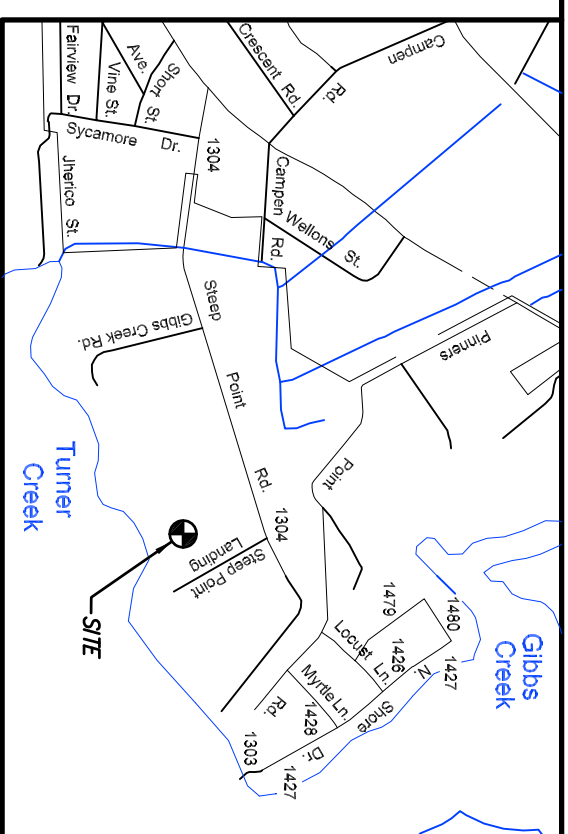
A FAMILY DIVISION OF PIV# 73613236149000  
OCTOBER 26, 2024  
BEAUFORT TOWNSHIP  
CARTERET COUNTY  
NORTH CAROLINA



BY \_\_\_\_\_

FILED FOR REGISTRATION AT \_\_\_\_\_  
O'CLOCK \_\_\_\_\_ M \_\_\_\_\_ 2024

REGISTER OF DEEDS  
CARTERET COUNTY



Certificate of ownership and dedication. I hereby certify that I am the  
owner of the property shown and described hereon, which is located in the  
subdivision jurisdiction of the Town and that I hereby adopt this plan of  
subdivision with my free consent, established minimum building setback  
lines, and dedicate all streets, alleys, walks, paths, 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.

OWNERS \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY HEALTH OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

Certificate of approval of the design and installation of streets, utilities, and  
other required improvements. I hereby certify that all streets, utilities and  
other required improvements have been installed in an acceptable manner  
and according to the Town specifications and standards in the  
Subdivision or that guarantees of the installation of the  
required improvements in an amount and manner satisfactory to the Town  
have been received and that the filing fee for this plat, in the amount of  
\$ \_\_\_\_\_ has been paid.

TOWN MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

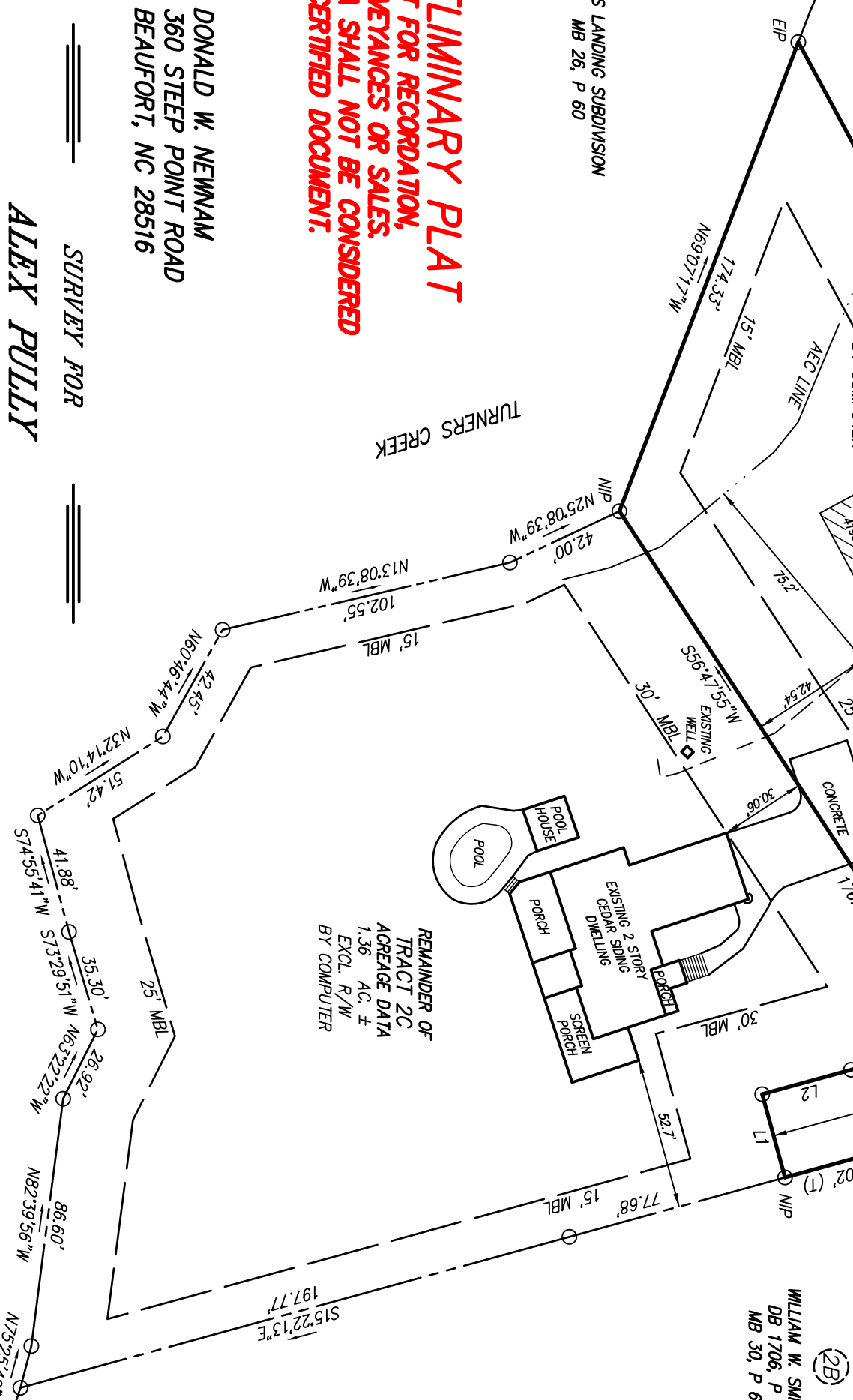
Certification of Approval by the Planning Board  
The Beaufort Planning Board hereby approves the final plat for the  
Subdivision.

CHAIRMAN, BEAUFORT PLANNING BOARD \_\_\_\_\_ DATE \_\_\_\_\_

LINE	DIRECTION	LENGTH
L1	S74°37'26"W	30.00
L2	N15°22'34"W	32.00
L3	S74°37'26"W	12.00
L4	N15°22'34"W	20.00
L5	N74°37'26"E	12.00
L6	N15°22'34"W	71.04

WILLIAM W. SMITH, III  
DB 1706, P 431  
MB 30, P 674

REMAINDER OF  
TRACT 2C  
ACREAGE DATA  
1.36 AC. ±  
EXCL. R/W  
BY COMPUTER



TOWN OF BEAUFORT, NC  
ORDER GRANTING/DENYING A VARIANCE

The Board of Commissioners for the Town Of Beaufort, NC having held a quasi-judicial hearing on January 13, 2025, to consider a request from Mr. Alex Pully, a request for a variance of the Town of Beaufort Unified Development Ordinance (Subdivision) Section 34 Subdivision Ordinance – Subsection H (Improvement & Minimum Standards of Design) requiring a private drive to be 20 feet in width and designed to accommodate an emergency vehicle up to 75,000 lbs. , and having heard all of the evidence and arguments presented at the hearing, makes the following FINDINGS OF FACT and draws the following CONCLUSIONS:

1. It is the Board's CONCLUSION that, the proposed change will/will not constitute an unnecessary hardship which would result from the strict application of this Ordinance. This conclusion is based on the following FINDINGS OF FACT:
2. It is the Board's CONCLUSION that the proposed change is/is not a hardship that results from conditions that are peculiar to the property, such as location, size, or topography. This conclusion is based on the following FINDINGS OF FACT:
3. It is the Board's CONCLUSION that the proposed change is/is not a hardship resulting from actions taken by the applicant or the property owner. This conclusion is based on the following FINDINGS OF FACT:
4. It is the Board's CONCLUSION that the proposed variance is/is not consistent with the spirit, purpose, and intent of this Chapter, such that public safety is secured, and substantial justice is achieved. This conclusion is based on all of the FINDINGS OF FACT listed above, as well as the following:

THEREFORE, on the basis of all the foregoing, IT IS ORDERED that the application for a VARIANCE be (**Approved/DENIED**), subject to the following conditions

Ordered this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Mayor \_\_\_\_\_

Town Clerk \_\_\_\_\_

NOTE:If you are dissatisfied with the decision of this Board, an appeal may be taken to the Superior Court of Carteret County within 30 days after the date this order is served on you.

**WORKSHEET FOR VARIANCE REQUEST**

Applicant: Alex Pully

Property Location: 360 Steep Point Road.

**1. FINDINGS OF FACT**

a. a) Unnecessary hardship would result from the strict application of the requirement. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.	Yes	No
b. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.;	Yes	No
c. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.; and,	Yes	No
d. The requested variance is consistent with the spirit, purpose, and intent of the Ordinance, such that public safety is secured and substantial justice is achieved.	Yes	No

**2. GRANTING OF A VARIANCE REQUEST**

Motion to grant the Variance request based on items (a) through (d) found to be affirmative.

\_\_\_ The Variance Request is granted, subject to the following conditions:

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

**3. DENYING OF A VARIANCE REQUEST**

Motion to deny based on:

\_\_\_ The Application is denied because, if completed as proposed, the development more probably than not:

\_\_\_ Will not be in conformity with the City’s land use plan and other comprehensive plan elements for the following reasons:

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

\_\_\_ Will substantially injure the value of adjoining or abutting properties for the following reasons:

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

\_\_\_ Will not be compatible and not be in harmony with adjoining land uses and the development pattern of the immediate area for the following reasons:



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, January 13, 2025  
Train Depot, 614 Broad Street**

---

**AGENDA CATEGORY:** Old Business  
**SUBJECT:** 138 Chadwick Rd- Certificate of Sufficiency

**SUMMARY:**

The Board instructed the Town Clerk to investigate the sufficiency of a petition for annexation submitted for 138 Chadwick Rd. The complete application is attached for reference. The Town Clerk will present findings related to the annexation request and a Certificate of Sufficiency.

**REQUESTED ACTION:**

Set a Public Hearing for February 10, 2025, where a decision on the annexation request will be rendered. At that time, the applicant will be given an opportunity to speak as well as any residents of Beaufort.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk



## CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Beaufort of Carteret County, North Carolina:

I, Elizabeth Lewis, Town of Beaufort Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a) The petition for Voluntary Annexation of 138 Chadwick Rd, 0.258 acres, contains an adequate boundary of requested area to be annexed, via the survey map.
- b) The area described in the petition is contiguous to the Town of Beaufort primary corporate limits, as defined by G.S. 160A- 31.
- c) The petition is signed by the owner of the referenced parcel above and includes the addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Beaufort of Carteret County, this \_\_\_\_ day of \_\_\_\_\_ 2024.

(SEAL)

---

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](http://www.beaufortnc.org)

**APPLICATION FOR VOLUNTARY ANNEXATION REQUEST**

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

Applicant Name: Jessica Kocher

Applicant Address: 10700 Red Lion Plaw Richmond, VA 23235

Phone Number: 804-690-0283 Email: elginjim@gmail.com

Property Owner Name: Jessica Kocher & Daniel Fisher

Address of Property: 138 Chadwick Rd. Beaufort, NC 28516

Phone Number: 804-690-0283 Email: elginjim@gmail.com

**PROPERTY INFORMATION**

Property Address: 138 Chadwick Rd. Current Zoning: R-8

15 Digit Pin: 731505180861000 Size of Property (Square Feet or Acres): 11,119 SF

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

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

Current Use of Property:

Residential  
 Commercial

Vacant  
 Other: \_\_\_\_\_

[Signature] Date: 11/11/24  
Applicant Signature

OFFICE USE ONLY

Revised 7/22

Received by: \_\_\_\_\_

Reviewed for Completeness By: \_\_\_\_\_

Date: \_\_\_\_\_

Date Deemed Complete and Accepted: \_\_\_\_\_

\_\_\_\_\_  
Property Owner Signature (if different than above) Date: \_\_\_\_\_

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

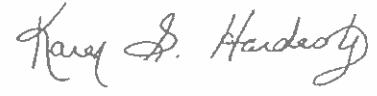
**REQUIRED ATTACHMENTS FOR A VOLUNTARY ANNEXATION REQUEST**

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

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

Karen S. Hardesty  
Carteret County, NC  
October 18, 2024 10:54:32 AM

DEED # Pages: 3  
Fee: \$26.00 NC Revenue Stamp: \$710.00  
FILE # 1839437



Prepared by: Debra Whaley, Attorney at Law 301 Commerce Avenue, Ste. 102, Morehead City, NC 28557  
Return to: Debra Whaley, Attorney at Law

Parcel #: 7315.05.18.0861000  
Stamps: \$710

**NORTH CAROLINA GENERAL WARRANTY DEED**

This Deed made this the 18th day of September, 2024, by and between:

**Rebekah Williams, single**  
123 Oak Rd., Beaufort, NC 28516  
(hereinafter referred to as Grantor);

and

**Daniel James Fisher and wife, Jessica Kocher**  
10700 Red Lion Place, Richmond, VA 23235  
(hereinafter referred to as Grantee).

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

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

(SEE ATTACHED "EXHIBIT A")

BEING the same property previously conveyed in Deeds recorded in Book 1781, Page 14

This conveyance \_\_\_ is or \_\_\_ is not the primary residence of the Grantors.

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

AND the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated: 2024 ad valorem taxes; utility easements and unviolated restrictions.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in their names, the day and year first above written.

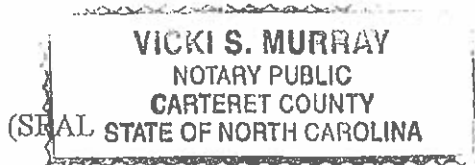
*Rebekah Williams* (SEAL)  
Rebekah Williams

STATE OF NC  
COUNTY OF Carteret

I, Vicki S. MURRAY, a Notary Public of the aforesaid County and State do hereby certify that Rebekah Williams personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal this 18 day of Sept, 2024.

My commission Expires: 2.2.27



*Vicki S Murray*  
Notary Public  
Print Name: Vicki S MURRAY

## EXHIBIT A

All that certain lot or parcel of land situated in Carteret County, North Carolina and being more particularly described as follows:

BEGINNING at an iron stake in the south line of the neighborhood road leading from the Lennoxville Road to the R. W. Chadwick home, it being the southwest corner of the Lycurgus Dickinson lot, and runs thence along the south line of the said Dickinson lot S 65-12 E 187.4 feet to an iron stake in a ditch; thence along the center of said ditch S 33-52 W 60.24 feet to a stake in the ditch at the south side of the aforesaid road and also being the northwest corner of that property conveyed to Cathy Renee Wood in Book 874, Page 461, Carteret County Registry; thence along said ditch and the south side of said road N 32-21 E 60 feet to the BEGINNING.

**138 Chadwick Rd. Beaufort, NC**  
**Jessica Kocher, Daniel Fisher**

*For inclusion within Annexation Request, November 2024*

Adjoining property owners:

- Left: Rebekah Williams
- Right (part of SeaGrove Owners Association): Allison Maeann Parker, Cynthia Chrisawn Parker
- Behind (part of SeaGrove Owners Association): William Christopher Beyer, Laura Jane Beyer
- Corner (not touching, our corner touches theirs; part of SeaGrove Owners Association): M. Jobe Warner Jr

**PARCEL: 731505180861000**  
 FISHER DANIEL JAMES  
 KOCHER JESSICA  
 10700 RED LION PL  
 RICHMOND, VA 23235-4428  
 ACCOUNT NUMBER: 74780

**Carteret County, North Carolina**

01 County, 42 Beaufort Fire, 46 Beaufort Rescue, 60 Annual Availability Fee (1)

Tax Districts  
 Route Number:  
 Appraiser Area: ALFREDG  
 Reval Year: 2020  
 Visited By:  
 Information Source:

PARCEL INFORMATION		PROPERTY DESCRIPTION		VALUE SUMMARY	
ADDRESS:	138 CHADWICK RD BEAUFORT NC 28516	LOT SR 1311 0.2580 AC		LAND VALUE:	39,420
NBHD:	11004700-BEAUFORT			BUILDING VALUE:	31,080
TOWNSHIP:	0011 - BFT/BFT FIRE/RESCUE			OBXF VALUE:	442
MAP #:				APPRAISED VALUE:	70,942
PIN #:				DEFERRED VALUE:	0
				ASSESSED VALUE:	70,942

Subd: No Subdivision Recorded

NOTES				SALES INFORMATION			
Date	Status	Amount	CO Date	Date	Price	V/I	S Book/Page Valid Code
				10/18/2024	355,000	I	1839/0437 Y
				9/29/2022	380,000	I	1781/0014 N
				3/18/2005	10,000	V	1101/0444 N
				12/17/2001	63,000	V	0926/0291 N

LAND DATA - MARKET VALUE												
CODE	DESCRIPTION	ZONING	FRONT	DEPTH	BACK	DE/FA	COND	U PRICE	ADJ U PRC	UNITS	TYPE	LAND VALUE
50	114701 RESIDENTIAL LOT		60	188		1.09	1.00	500.00	654.00	60.000	FF	39,420
Total Market Land											39,420	

OUTBUILDING DATA												
CODE	DESCRIPTION	LENGTH	WIDTH	HEIGHT	UNITS	TYPE	UNIT PRICE	YEAR	QUAL	COND	% GOOD	VALUE
000190	SHED	10	10		100	SF	11,050	D	0.40	100%	442	442
Total OBXF Value											442	

**BUILDING DESCRIPTION BUILDING 1 of 1**

MODEL: 01 SNG FAMILY  
 ARCHITECTURE: 04  
 IMPROVEMENT TYPE: 00001 - SNG FAMILY  
 QUAL: D  
 STORY HEIGHT: 1.0000  
 PLUS/MINUS:  
 CONDITION: AA  
 FOUNDATION: 02 CONC BLOCK  
 FRAME:  
 A/C: 03 WINDOW AC  
 EXTERIOR WALL: 07 ASB SHINGL  
 ROOF STRUCTURE: 03 GABLE  
 HEATING SYSTEM: 02 FANNODUCT  
 ROOFING COVER: 03 COMP SHNGL  
 INTERIOR WALL: 05 DRYWALL  
 INTERIOR FLOOR: 09 SOFTWOOD  
 BEDROOMS: 2  
 BATHS FULL/HALF: 1/0  
 FIREPLACE:  
 HEATING FUEL TYPE: 02 OIL  
 SPECIAL CONDITION:  
 ACTUAL YR BLT: 1950  
 ESTIMATIVE YR BLT: 1987  
 SOURCE: 04 ESTIMATED

51

**BUILDING SKETCH**



**BUILDING SECTIONS**

DESCRIPTION	ACTUAL	ADJUSTED	HEATED	RATE	VALUE	% GOOD	RCNLD
ONE STORY	868	868	868	60.93	52,891	51.00%	26,974
PORCH	100	35		21.33	2,133	51.00%	1,088
PORCH	24	8		20.31	488	51.00%	249
PORCH	150	53		21.53	3,230	51.00%	1,647
LUMP					2,200	51.00%	1,122
<b>TOTAL</b>	<b>1,142</b>	<b>964</b>	<b>868</b>	<b>70.21</b>	<b>60,941</b>		<b>31,080</b>

VIEW  
PHOTO

**138 Chadwick Rd. Beaufort, NC**  
**Jessica Kocher, Daniel Fisher**

*For inclusion within Annexation Request, November 2024*

Anticipated impact to city services:

- Estimated water per day: 120 gal
- Estimated sewer per day: 120 gal



**TOWN OF BEAUFORT**  
 701 FRONT ST.  
 PO BOX 390  
 BEAUFORT, NC 28516-0390

1.

<b>INVOICE #</b>
25-00242

INVOICE DATE: 11/25/24  
 DUE DATE:

ACCOUNT ID: JESSI005 PIN: 466700  
 JESSICA KOCHER  
 10700 RED LION PL  
 NORTH CHESTERFIELD, VA 23235-4428

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		ANNEX APP 138 CHADWICK RD		
1.0000/1	ANNEXAPP	Anexation Application ANNEX APP 138 CHADWICK RD	350.000000	350.00
			TOTAL DUE:	\$ 350.00

**RECEIVED**

NOV 25 2024

*PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT*

TOWN OF BEAUFORT  
 701 FRONT ST.  
 PO BOX 390  
 BEAUFORT, NC 28516-0390

INVOICE #: 25-00242  
 DESCRIPTION: ANNEX APP 138 CHADWICK RD  
 ACCOUNT ID: JESSI005 PIN: 466700  
 DUE DATE:  
 TOTAL DUE: \$ 350.00

JESSICA KOCHER  
 10700 RED LION PL  
 NORTH CHESTERFIELD, VA 23235-4428

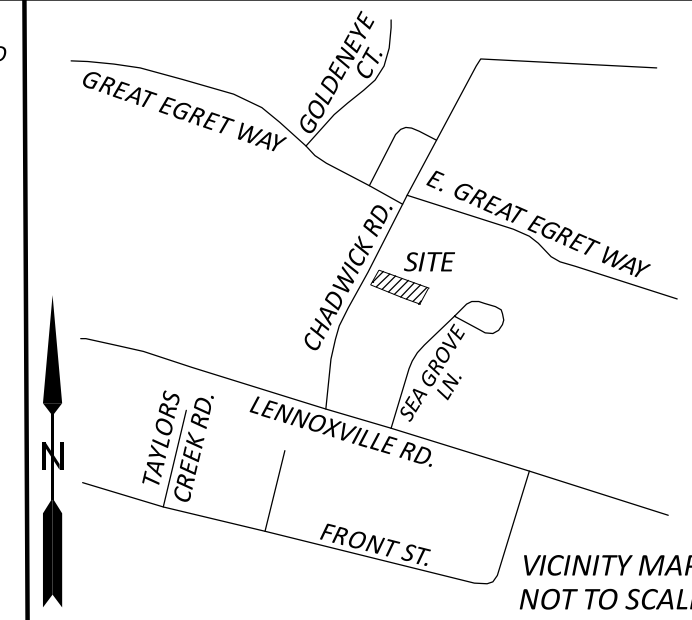


**SURVEYORS DECLARATION TO WHOM IT MAY CONCERN:** It is the responsibility of the present owner(s) or future owner(s) of the property shown hereon to check for any wetlands, high water table, buffers or other water conditions which may cause a portion of this property to be unusable for certain uses. No responsibility of any nature is assumed by the surveyor for any conditions which may presently exist on the property shown hereon but are unknown to the surveyor such as: Cemeteries, Family Burying Grounds, Toxic or Hazardous Waste Materials, Underground Utilities, Existing or Proposed easements or right-of-ways, etc. not shown hereon. Any utilities or features and any easements, right-of-ways or buffers associated with said utilities or features shown hereon are shown according only to what was known or visible at the time of this survey by the surveyor. This property may be subject to additional easements or right-of-ways unknown to the surveyor at this time that a complete title examination may reveal. There shall not be any construction in the area of any utilities, easements or right-of-ways without a complete title examination and additional surveying to identify the accurate widths and correct locations of record of any easements or right-of-ways. The surveyor is NOT an Attorney at Law and it is advised that the owner of this property consult with a Licensed Attorney at Law to perform a complete title examination to confirm all known encumbrances and reveal any potential encumbrances or title issues associated with this property. This survey was performed without the benefit of a title commitment report. The surveyor does not claim that all matters of record which may or may not affect this property are shown hereon.

**NOTE: THE SURVEYOR DOES NOT TAKE ANY RESPONSIBILITY FOR ANY UNDERGROUND UTILITIES NOT SHOWN HEREON.** 811 SHOULD BE CONTACTED TO LOCATE THE UTILITIES ON THIS PROPERTY. ALL UTILITY LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.

**NOTE: THERE MAY BE EASEMENTS ASSOCIATED WITH THE EXISTING OVERHEAD POWERLINES.** THE UTILITY COMPANY SHOULD BE CONTACTED PRIOR TO ANY DEVELOPMENT IN THE AREA OF ANY UTILITY LINE.

**NOTE: THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS OR AGREEMENTS OF RECORD.**  
NOTE: PIN NUMBERS SHOWN ARE CURRENT AS OF THE DATE OF THIS SURVEY AND ARE SUBJECT TO CHANGE IN THE FUTURE.



NOTE: THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF A N.C. GRID MONUMENT.

**NOTE: THE PARCEL OR PARCELS OF LAND SHOWN HEREON HAVE NOT BEEN CHECKED FOR WETLANDS OR FLOOD HAZARD SOILS UNLESS OTHERWISE CERTIFIED OR SHOWN HEREON.** THIS PARCEL IS SUBJECT TO ALL NC DEPARTMENT OF ENVIRONMENT, HEALTH AND NATURAL RESOURCES, DIVISION OF WATER QUALITY REGULATIONS, CAMA AND ANY OTHER FEDERAL, STATE OR LOCAL REGULATION OF ANY NATURE. PORTIONS OF THIS PARCEL MAY CONTAIN WETLANDS.

**LEGEND**

- LINES SURVEYED (SUBJECT PROPERTY)
- OTHER LINES SURVEYED (EX.: TIE LINES)
- LINES NOT SURVEYED
- RIGHT-OF-WAY LINE
- EXISTING IRON PIPE FOUND
- NEW IRON PIPE SET
- CONTROL CORNER
- EXISTING IRON STAKE FOUND
- 5/8" NEW IRON STAKE SET FLUSH
- RIGHT-OF-WAY
- DEED BOOK
- PAGE
- COMPUTED POINT
- ABOVE GROUND
- UNDERGROUND
- MAP BOOK
- EXISTING EDGE OF PAVEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING POWER POLE

INV. OF MANHOLE IS 3.60' LOWER THAN THE BOTTOM OF THE EX. SEWER OUTLET PIPE BEHIND HOUSE

**NOTE: NO TITLE SEARCH, OPINION OR COMMITMENT WAS PROVIDED TO THE SURVEYOR, NOR WAS ANY TITLE SEARCH PERFORMED BY THE SURVEYOR AT THE TIME OF THIS SURVEY.** AN ATTORNEY SHOULD BE CONSULTED TO CONDUCT AN OFFICIAL TITLE SEARCH. THIS SURVEY WAS PERFORMED USING THE DEED AND MAP INFORMATION SHOWN HEREON.

**NOTE: THIS LOT IS SUBJECT TO ANY AND ALL ADDITIONAL RESTRICTIONS SHOWN ON RECORDED PLATS AND RESTRICTIVE COVENANTS AND ANY RESTRICTIONS APPLIED BY ANY LOCAL, STATE OR FEDERAL LAWS OR RULES.**

NORTH CAROLINA, CARTERET COUNTY  
I, LINWOOD E. BYRD, JR., certify that this plat was drawn under my supervision from an actual survey made under my supervision, (deed references are as shown on the face of this plat; that the boundaries not surveyed are clearly indicated as drawn from information as shown on the face of this plat; that the ratio of precision as calculated is 1:10,000+ for unadjusted field data; that this plat was prepared in accordance with G. S. 47-30 as amended. Witness my original signature, license number and seal this 6th day of NOVEMBER, A. D., 2024.

Professional Land Surveyor

License Number L-4662

I, LINWOOD E. BYRD, JR., Professional Land Surveyor certify that this survey is of another category, such as the recombination of existing parcels, a court ordered survey or other exception to the definition of subdivision.

LINWOOD E. BYRD, JR., PLS  
L-4662

**PRELIMINARY PLAT**

NOT FOR RECORDATION, CONVEYANCES, SALES OR CONSTRUCTION

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

DATE REVIEW OFFICER

STATE OF NORTH CAROLINA, CARTERET COUNTY

Filed for Registration at \_\_\_\_\_  
\_\_\_\_\_ 2024 in the Register of Deeds Office.

KAREN S. HARDESTY  
Register of Deeds

By: \_\_\_\_\_  
This Plat Recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_

**SITE INFO**  
138 CHADWICK RD.  
BEAUFORT, NC 28516

**SURVEY REFERENCES**

- DEED BOOK 1839, PAGE 437
- MAP BOOK 33, PAGE 416
- MAP BOOK 33, PAGE 717
- MAP BOOK 33, PAGE 677
- MAP BOOK 33, PAGE 584

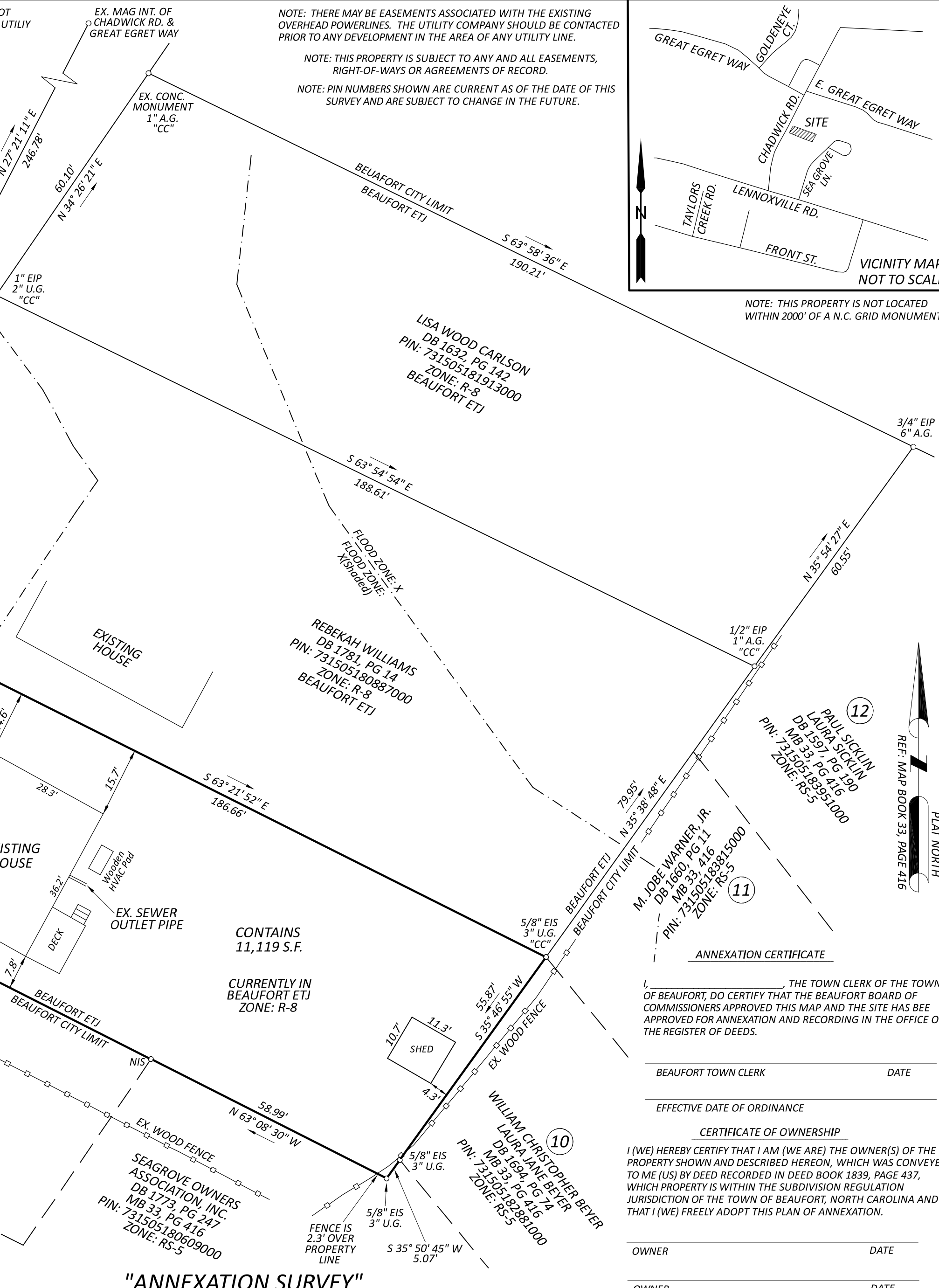
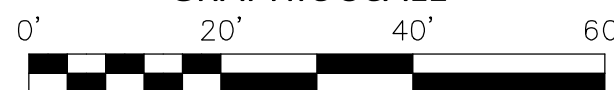
**NOTE: THE FLOOD LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY FROM THE REFERENCED FIRM AND CARTERET COUNTY GIS.**

**NOTE: A PORTION THIS LOT IS LOCATED IN FLOOD ZONE AE 6 AS SHOWN PER F.I.R.M. 3720731500 J**  
EFFECTIVE DATE: 7-16-2003

**NOTE: CARTERET COUNTY SHOULD BE CONTACTED TO DETERMINE BUILDING SETBACKS AND ANY OTHER DEVELOPMENT RESTRICTIONS.**

ACREAGE COMPUTED BY COORDINATE METHOD  
NOTE: ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET UNLESS OTHERWISE NOTED

**GRAPHIC SCALE**



**"ANNEXATION SURVEY"**

SURVEYED FOR	
<b>DANIEL JAMES FISHER JESSICA KOCHER</b>	
TOWNSHIP: BEAUFORT	COUNTY: CARTERET
CITY OR TOWN: BEAUFORT ETJ	STATE: NORTH CAROLINA
ZONE: R-8	PIN: 731505180861000

<b>BYRD SURVEYING, P.A.</b>		5058 US 70 WEST, SUITE N-3 MOREHEAD CITY, NC 28557 PHONE: 252-515-1039 www.byrdsurvey.com	
PROFESSIONAL LAND SURVEYING		C-0719 © 2024	
DATE: 11-6-2024	SURVEYED BY: LEBJ	FIELD BOOK SEE FILE	
SCALE: 1" = 20'	DRAWN BY: LEBJ	DRAWING NO.	
CHECKED & CLOSURE BY: LEBJ		24-102	



**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, January 13, 2025 – 614 Broad Street- Train Depot**

---

**AGENDA CATEGORY:** Old Business

**SUBJECT:** To recommend tabling, approval or denial for Case # 24-12  
Preliminary-Final Plat - 360 Steep Point Road.

**BRIEF SUMMARY:**

**BACKGROUND:**

This item was tabled during the December 2024 regular meeting as the applicant wished to apply for a variance from the Subdivision Ordinance portion of the UDO regarding design standards.

This site is in the Extra Territorial Jurisdiction (ETJ), is zoned R-20, and has approval from County Environmental Health for a Septic Tank on the proposed lot. Because of its location no infrastructure improvements are needed except for a turn-around at the end of the private drive for emergency vehicles. Recreation Fees in the amount of \$188.28 will be required at the time of recordation.

**REQUESTED ACTION:**

Decision on Proposed Preliminary & Final Plat

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Kyle Garner, AICP  
Planning & Inspections Director

# PLANNING BOARD REPORT

**To:** Honorable Mayor & Board of Commissioners  
**From:** Kyle Garner, AICP, Town Planner  
**Date:** November 26, 2024  
**Project** 360 Steep Point Road – Preliminary/Final Plat

---

**THE QUESTION:** Subdivide a 2.15 Acre Tract into 2 Lots

**BACKGROUND:** This site is in the Extra Territorial Jurisdiction (ETJ), is zoned R-20, and has approval from County Environmental Health for a Septic Tank on the proposed lot. Because of its location no infrastructure improvements are needed except for a turn-around at the end of the private drive for emergency vehicles. Recreation Fees in the amount of \$188.28 will be required at the time of recordation.

Additionally, the Town’s Technical Review Committee has reviewed these plans for consistency with Town design specifications. The Town’s Fire department has asked that the private drive be a minimum of 20 feet in width and improved to accommodate at least 75,000 lbs. The Police Department asked that a road sign to be placed adjacent to Steep Point Road to identify it as a private drive.

At their November 18, 2024, meeting, the Planning Board unanimously recommended approval of the Preliminary and Final Plat.

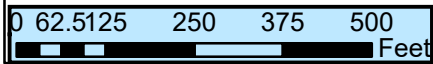
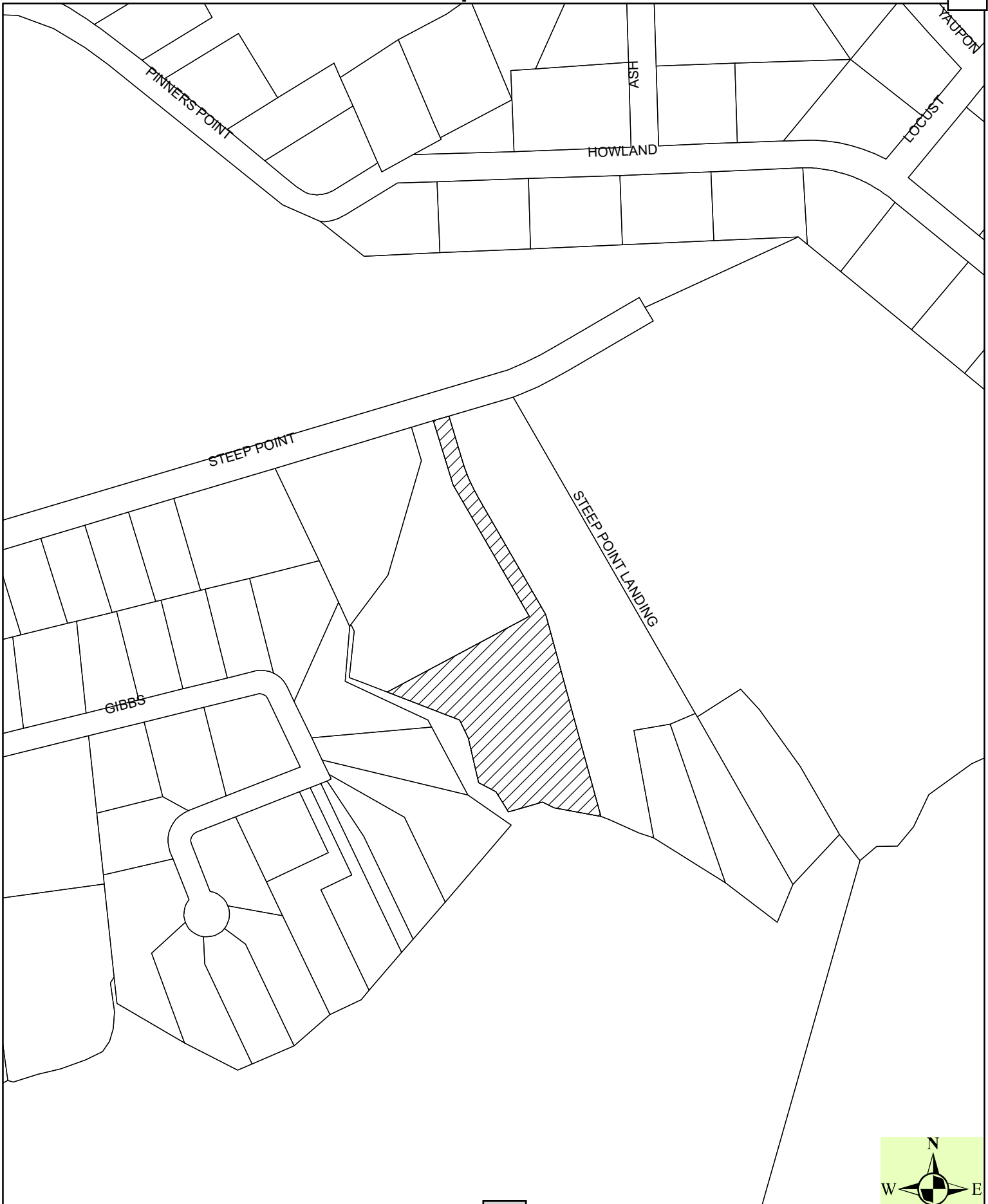
Location: 360 Steep Point Road  
Owners: Donald Wayne Newnam  
Requested Action: Subdivide a 2.15 Acre Tract into 2 Lots  
Existing Zoning R-20 – Residential  
Size: 2.15 acres  
Existing Land Use: Developed  
Core Land Use Plan: Low Density Residential

**SPECIAL INFORMATION:**  
**Public Utilities:**  
Septic & Well through County Environmental Health

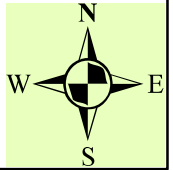
- OPTIONS:**
1. Recommend approval of the Preliminary/Final Plat for 360 Steep Point Road
  2. Table the request
  3. Deny the request.

# Vicinity Map - Case # 24-12 Preliminary/Final Plat 360 Steep Point Road

2.



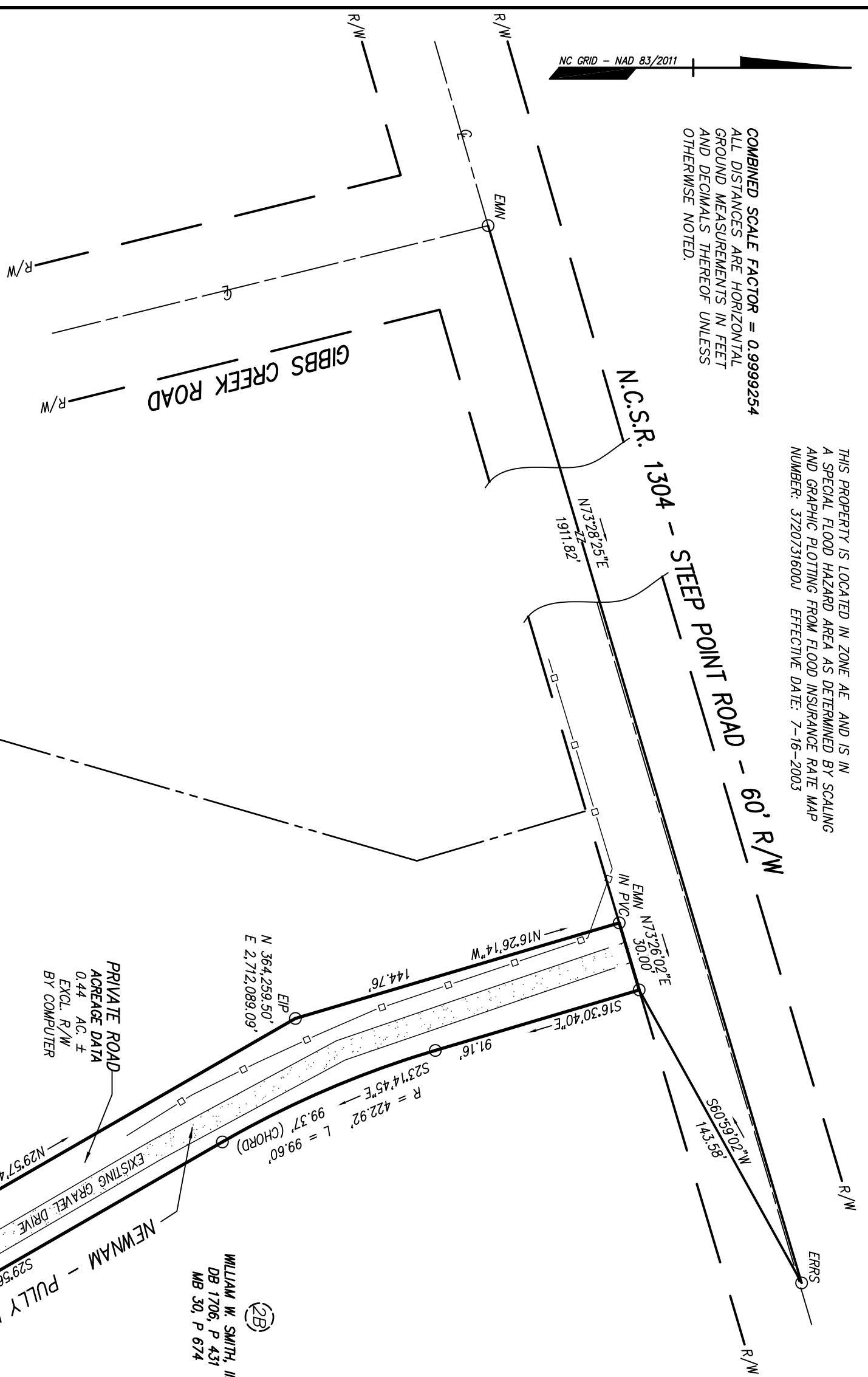
57



COMBINED SCALE FACTOR = 0.93992924  
ALL DISTANCES ARE HORIZONTAL  
GROUND MEASUREMENTS IN FEET  
AND DECIMALS THEREOF UNLESS  
OTHERWISE NOTED.

THIS PROPERTY IS LOCATED IN ZONE AE AND IS IN  
A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY SCALING  
A GRAPHIC PLOTTING FROM FLOOD INSURANCE RATE MAP  
NUMBER: 372031600U EFFECTIVE DATE: 7-16-2003

NC GRID - NAD 83/2011



CURVE	LENGTH	RADIUS	RANGENT	CHORD	BEARING	DELTA
C1	43.98	28.00	28.00	39.60	N60°22'34"W	89°59'58"
C2	43.98	28.00	28.00	39.60	N29°37'27"E	89°59'59"

PRIVATE ROAD  
ACREAGE DATA  
0.44 AC. ±  
EXCL. R/W  
BY COMPUTER

TRACT 2C-1  
ACREAGE DATA  
0.79 AC. ±  
EXCL. R/W  
BY COMPUTER

LEGEND  
EIP = EXISTING IRON PIPE  
EMN = EXISTING MAG. NAIL  
NIP = NEW IRON PIPE  
O = COMPUTED POINT  
R/W = RIGHT-OF-WAY  
± = CENTERLINE  
ZZ = NOT TO SCALE  
(T) = TOTAL DISTANCE

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.

TOWN CLERK, BEAUFORT, NC DATE

L. F. WADE DAVENPORT, PROFESSIONAL LAND SURVEYOR NO. L-3582, CERTIFY  
TO THE FOLLOWING:  
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.

STATE OF NORTH CAROLINA LENOIR COUNTY  
I, E. WADE DAVENPORT, CERTIFY THAT THIS PLAT  
MADE UNDER MY SUPERVISION FROM AN ACTUAL SURVEY  
IN BOOK 1550, PAGE 242, ETC. (OTHER) THAT THE BOUNDARIES  
NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM  
INFORMATION FOUND IN DB 31 - PAGE 393; THAT THE  
RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS  
PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47 - 30  
AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION  
NUMBER AND SEAL THIS 26TH DAY OF OCTOBER, A.D., 2024

L - 3552

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

DATE REVIEW OFFICER

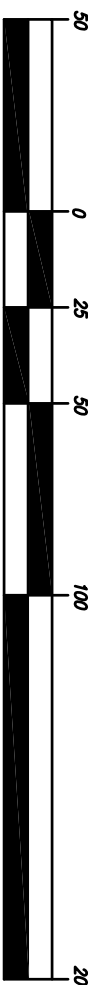
ATLANTIC SURVEYING, P.A.  
111 SOUTH QUEBEN STREET  
KINSTON, NC 28501  
PHONE: (252) 527-6994  
FAX: (252) 522-0139  
PIRA LICENSE# NO. C - 1412

**PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCES OR SALES.  
THIS MEASUREMENT SHALL NOT BE CONSIDERED  
A CERTIFIED DOCUMENT.**

OWNER: DONALD W. NEWMAN  
360 STEEP POINT ROAD  
BEAUFORT, NC 28516

SURVEY FOR  
ALEX PULLY  
AND  
DONALD WAYNE NEWMAN

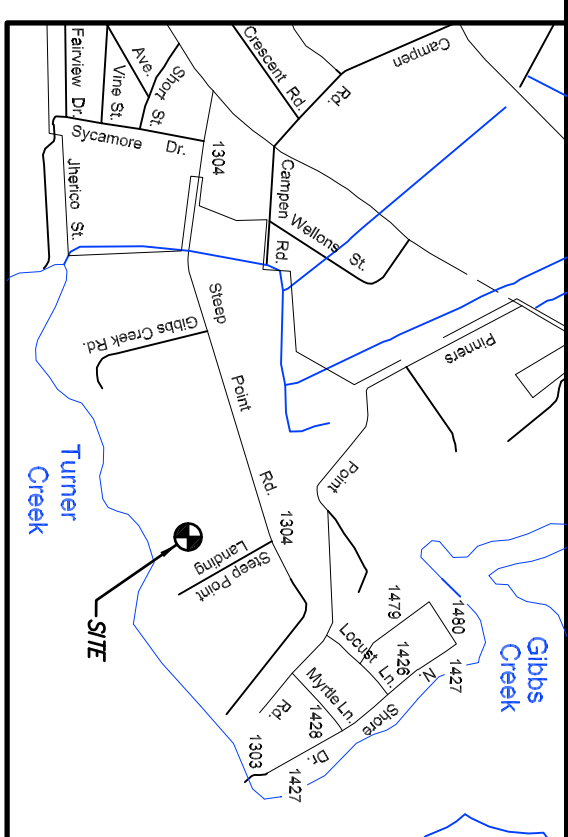
A FAMILY DIVISION OF PIV# 73613236149000  
OCTOBER 26, 2024  
BEAUFORT TOWNSHIP  
CARTERET COUNTY  
NORTH CAROLINA



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

FILED FOR REGISTRATION AT \_\_\_\_\_  
O'CLOCK \_\_\_\_\_ M \_\_\_\_\_ 2024

REGISTER OF DEEDS  
CARTERET COUNTY



Certificate of ownership and dedication. I hereby certify that I am the  
owner of the property shown and described hereon, which is located in the  
subdivision jurisdiction of the Town and that I hereby adopt this plan of  
subdivision with my free consent, established minimum building setback  
lines, and dedicate all streets, alleys, walks, paths, 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.

OWNERS DATE

Certificate of approval of water supply and sewage disposal systems. I  
hereby certify that the water supply and sewage disposal systems installed  
or proposed for installation in this subdivision meet necessary public health  
requirements (as described in appendix XI of the subdivision regulations)  
of Beaufort, and are hereby approved.

COUNTY HEALTH OFFICER DATE

Certificate of approval of the design and installation of streets, utilities, and  
other required improvements. I hereby certify that all streets, utilities and  
other required improvements have been installed in an acceptable manner  
and according to the Town specifications and standards in the  
Subdivision or that guarantees of the installation of the  
required improvements in an amount and manner satisfactory to the Town  
have been received and that the filing fee for this plat, in the amount of  
\$ \_\_\_\_\_ has been paid.

TOWN MANAGER DATE

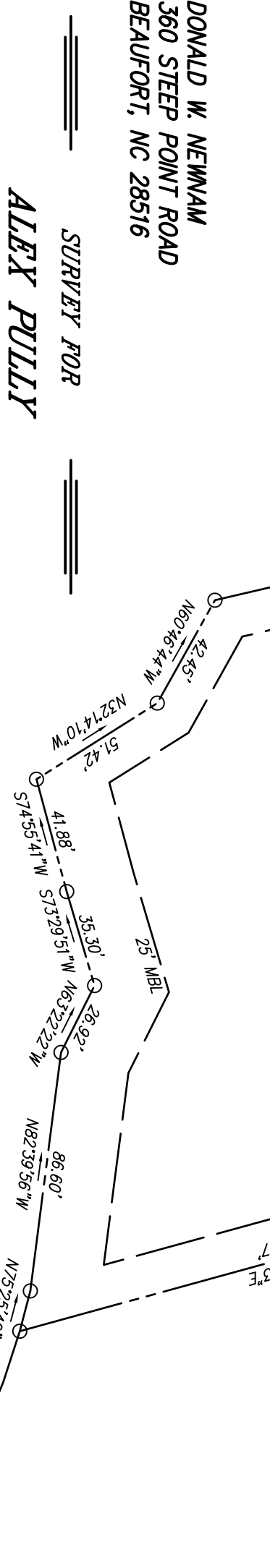
Certification of Approval by the Planning Board  
The Beaufort Planning Board hereby approves the final plat for the  
Subdivision.

CHAIRMAN, BEAUFORT PLANNING BOARD DATE

LINE	DIRECTION	LENGTH
L1	S74°37'26"W	30.00
L2	N15°22'34"W	32.00
L3	S74°37'26"W	12.00
L4	N15°22'34"W	20.00
L5	N74°37'26"E	12.00
L6	N15°22'34"W	71.04

WILLIAM W. SMITH, III  
DB 1706, P 431  
MB 30, P 674

REMAINDER OF  
TRACT 2C  
ACREAGE DATA  
1.36 AC. ±  
EXCL. R/W  
BY COMPUTER





# IMPROVEMENT PERMIT

Carteret County Health Department  
 Environmental Health Division  
 3820 Bridges St. Suite A  
 Morehead City, NC 28557  
 Phone: 252-728-8499 Fax: 252-222-7753

For Office Use Only

*CDP File Number	419318 - 1
County ID Number:	731613231649000
Evaluated For:	NEW

2.

PERMIT VALID UNTIL: 10/17/2029

**\*NOTE TO INSPECTIONS DIVISION:** Building Permits cannot be issued with this Improvement Permit.

Applicant: Alex Pully  
 Address: 360 Steep Point Rd  
 City: Beaufort  
 State/Zip: NC 28516  
 Phone #: cell :(919) 417-3401

Property Owner: Donald W Newnam  
 Address: 360 Steep Point Rd  
 City: Beaufort  
 State/Zip: NC. 28516  
 Phone #: cell :(252) 342-3851

### Property Location & Site Information

Address: 360 Steep Point Rd Beaufort, NC 28516 Subdivision: William Rawls Block/Phase: NEW Lot: 2C TR2

**Directions**

Road#: \_\_\_\_\_ na

Structure: SINGLE FAMILY

# of Bedrooms: 3

# of People: 6

\*Water Supply: NEW WELL

### System Specifications

**Initial System**

Usable Soil Depth: 48 Minimum Trench Depth: 14 Inches

Saprolite System?: No Maximum Trench Depth: 20 Inches

Design Flow: 360 Septic Tank: 1000 Gallons

Soil Application Rate: 0.5000

\*System Classification/Description:  
TYPE III E. PPBPS GRAVITY DOSED SYSTEM

1-Piece:  Yes  No

\*Proposed System:  
HORIZONTAL PPBPS

Pump Required:  Yes  No  May Be Required

Pump Tank: \_\_\_\_\_ Gallons

1-Piece  Yes  No

Repair System Required:  Yes  No  No, but has Available Space

**Repair System** \* Same as In. + Sew

Usable Soil Depth: \_\_\_\_\_ Minimum Trench Depth: \_\_\_\_\_ Inches

Soil Application Rate: \_\_\_\_\_ Maximum Trench Depth: \_\_\_\_\_ Inches

\*System Classification/Description:  
N/A

Pump Required:  Yes  No  May Be Required

\*Proposed System: \_\_\_\_\_

**\*Site Modifications**

No grading or construction activity is allowed in areas designated for system and repair without approval of Health Department.

Prior to issuance of Construction authorization:

- Have new property line recorded with Carteret County Register of deeds and have a copy sent to Carteret County Health Department.
- Pre-Construction Conference required.

**\*Permit Conditions**

The issuance of this permit by the Health Department in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements.

Setbacks:

- 5' min from any building / structure.
- 10' min from any property line.
- 20' min from any existing septic system.
- 50' min from ANY well.
- 100' min from S.A waters

Site Plan



The Improvement Permit shall be valid for 5 years from date of issue with a site plan (means a drawing not necessarily drawn to scale that shows the existing and proposed property lines with dimensions, the location of the facility and appurtenances, the site for the proposed Wastewater system, and the location of water supplies and surface waters).

Plat



The Improvement Permit shall be valid without expiration with plat (means a property surveyed prepared by a registered land surveyor, drawn to a scale of one inch equals no more than 60 feet, that includes: the specific location of the proposed facility and appurtenances, the site for the proposed Wastewater system, and the location of water supplies and surface waters. Plat also means, for subdivision lots approved by the local planning authority and recorded with the county register of deeds, a copy of the recorded subdivisions plat that is accompanied by a site plan that is drawn to

The Department and Local Health Department may impose conditions on the issuance and may revoke the permits for failure of the system to satisfy the conditions, the rules, or this article. This permit is subject to revocation if the site plan, plat, or intended use changes (NCGS 130a-335(f)). The person owning or controlling the system shall be responsible for assuring compliance with the laws, rules, and permit conditions regarding system location, installation, operation, maintenance, monitoring, reporting, and repair (per rule .0301(a)).

Applicant/Legal Reps. Signature Required ?  Yes  No

Applicant/Legal Reps. Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*Issued By: Oxendine, Zachary \_\_\_\_\_

Date of Issue: 10/17/2024 \_\_\_\_\_

Authorized State Agent: *[Signature]* \_\_\_\_\_

Valid without Expiration ?

Hand Drawing

Import Drawing

**\*\*Site Plan/Drawing attached.\*\***

# Site Plan

- Construction Authorization
- Improvement Permit
- Well Permit
- Existing System Connection Authorization

CDP File Number: 419318

County File Number: 7316.13.23.1649

Property

Location: 360 Steep Point Rd TR 2

Beaufort  
NC 28516

Scale 1" to 50'

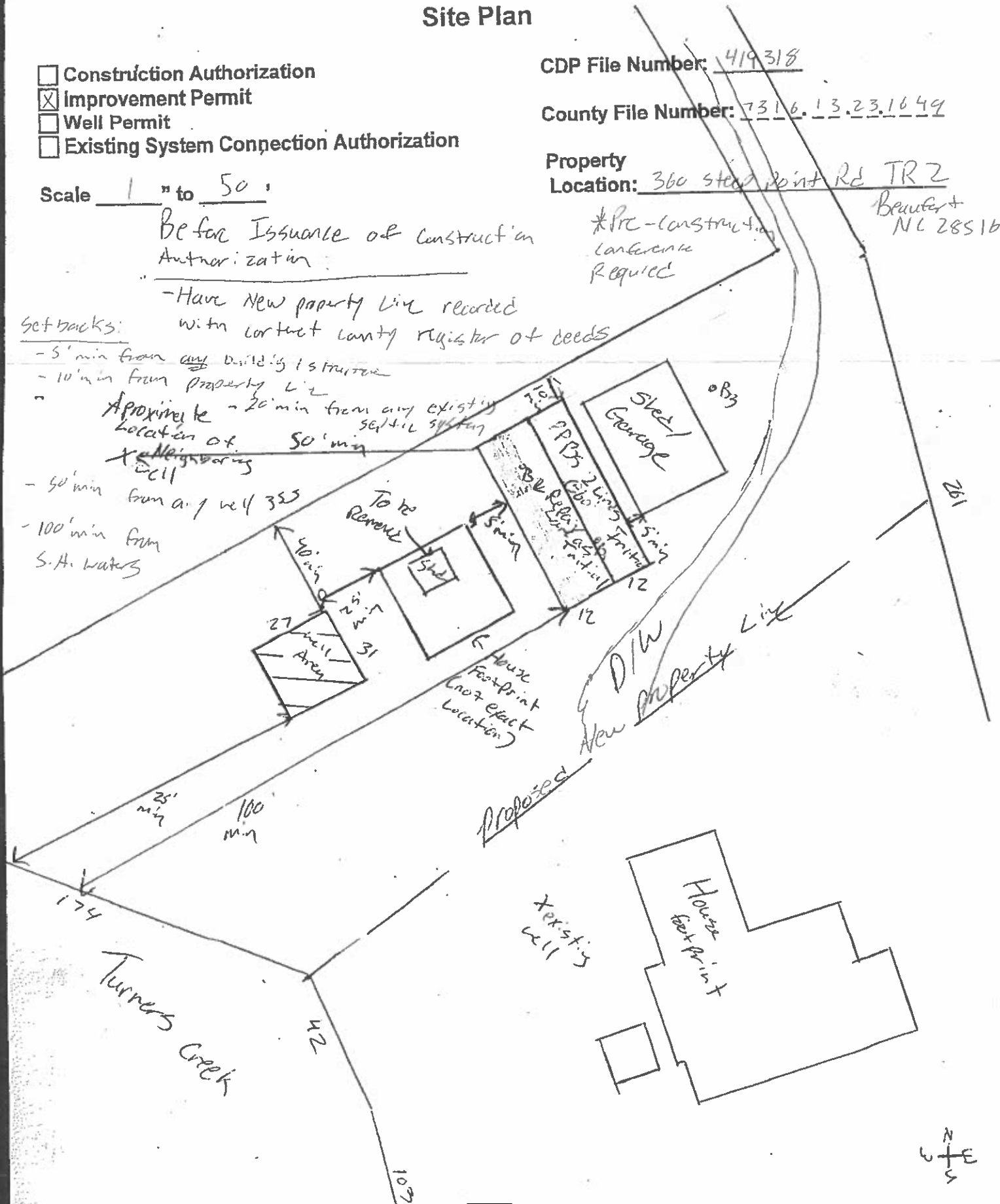
Before Issuance of Construction Authorization:

\*Pre-construction Conference Required

- Have New property line recorded with correct county register of deeds

Setbacks:

- 5' min from any building structure
- 10' min from property line
- Approximate - 20' min from any existing septic system
- 50' min from neighboring well
- 50' min from any well 325
- 100' min from S.A. Waters





# Well Construction Permit

Carteret County Health Department  
Environmental Health Division  
3820 Bridges St. Suite A  
Morehead City NC, 28557  
Phone: 252-728-8499 Fax: 252-222-7753

For Office Use Only

\*CDP File Number 419318

PIN Number: 731613231649000

Tax Lot #: 2C TR2 Tax Block #: \_\_\_\_\_

Evaluated For: DRINKING WATER WELL \ WELL

PERMIT VALID UNTIL: 10/17/2029

Property Owner: Donal W Newnam

Address: 360 Steep Point Rd

City: Beaufort

State/Zip: NC / 28516

Phone #: H: (919) 417-3401

Applicant: Alex Pully

Address: 360 Steep Point Rd

City: Beaufort

State/Zip: NC / 28516

Phone #: H: (919) 417-3401

## Property Location & Site Information

Address/Road #: 360 Steep Point Rd  
Beaufort NC, 28516

Subdivision: William Rawls Phase: \_\_\_\_\_ Lot: 2C TR2

\*Proposed use of Well: DRINKING WATER WELL

If Other: \_\_\_\_\_

Applicant Email: alexpull@gmail.com

Owner Email: wnewnam@gmail.com

Directions: na

## Well Contractor Information

Drilling Contractor: \_\_\_\_\_ Driller Registration: \_\_\_\_\_

## Permit Conditions

\*Permit Conditions

Setbacks:

- 25' min from any building/ structure.
- 25' min from S.A waters.
- 40' min from North & South property lines.
- 50' min from ANY septic system.

Well location, construction and protection must meet all state and local regulations and must be inspected and approved by an authorized representative of the Local Health Department. The permit may be revoked at any time for failure to comply with existing regulations. The siting of approved well construction area(s) by the Health Department is to provide protection from the known possible sources of contamination. The approved well area(s) may not be changed without permission from an authorized representative of the Local Health Department. Issuance of this well permit does not guarantee water quality or adequate water production from the well once it is installed or repaired.

\*Issued By: Oxendine, Zachary

Authorized State Agent: [Signature]

Owner/Applicant: \_\_\_\_\_

\*Date of Issue: 10/17/2024

Hand Drawing  Import Drawing

**\*\*Site Plan/Drawing attached.\*\***

# Site Plan

- Construction Authorization
- Improvement Permit
- Well Permit
- Existing System Connection Authorization

CDP File Number: 419318

County File Number: 7316.13.23.1649

Property Location: 360 steel point Rd TR 2

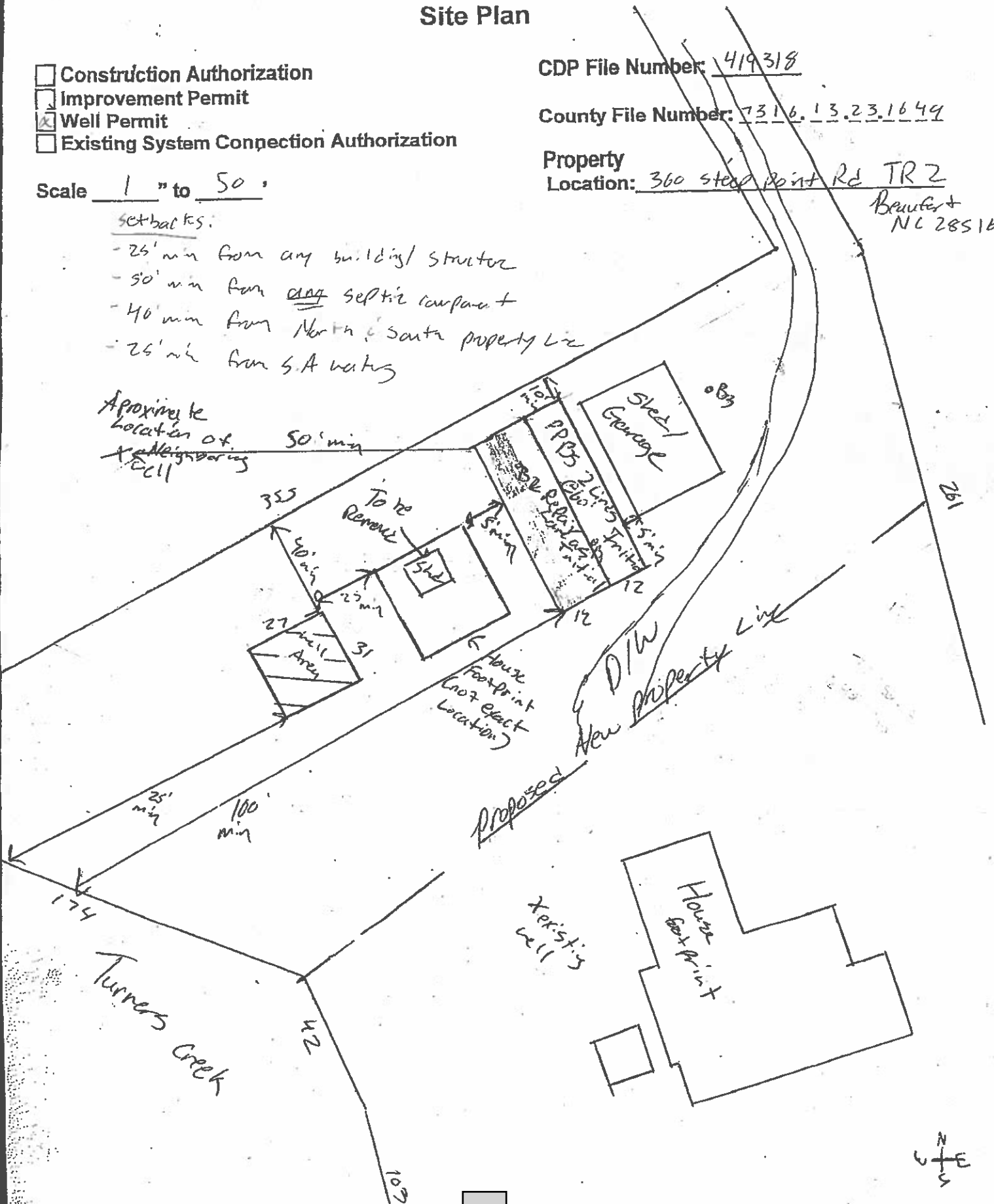
Beaufort  
NC 28516

Scale 1" to 50'

setbacks:

- 25' min from any building/structure
- 50' min from any septic component
- 40' min from North & South property line
- 25' min from S.A waters

Approximate location of neighboring well








# WPDT Screening Report

## Area of Interest (AOI) Information

Area : 3,134,508.78 ft<sup>2</sup>

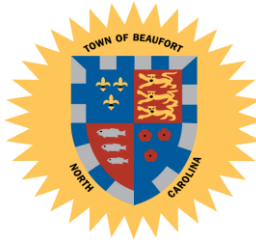
Oct 17 2024 16:12:47 Eastern Daylight Time



-  North Carolina Parcels (Polygons) - Parcels
-  County Boundary
-  Non-System Roads
-  Non-System
-  Secondary Route

1:9,028  
 0 0.05 0.1 0.2 mi  
 0 0.1 0.2 km  
NC DOT GIS LRS ERI 10/17/24 16:12:47 EDT 10/17/24 16:12:47 EDT  
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**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: Alex Pully

Applicant Address: 2646 Lennoxville Road, Beaufort, NC 28516

Phone Number: 919-417-3401 Email: alexpully@gmail.com

Property Owner Name: Donald Wayne Newnam

Address of Property Owner: 360 Steep Point Road, Beaufort, NC 28516

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY INFORMATION**

Property Address: 360 Steep Point Road, Beaufort, NC 28516

15-Digit PIN #: 731613231649000 Lot/Block #: 2C-1

Size of Property (in square feet or acres): 0.79 Acres Current Zoning: R-20

Applicant Signature \_\_\_\_\_ Date of Signature \_\_\_\_\_

Property Owner Signature (if different than above) \_\_\_\_\_ Date of Signature \_\_\_\_\_

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](http://www.beaufortnc.org).

OFFICE USE ONLY Revised 8/2020

Date: \_\_\_\_\_  
Received by: \_\_\_\_\_

Reviewed for Completeness 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: Alex Pully

Applicant Address: 2646 Lennoxville Road, Beaufort, NC 28516

Phone Number: 919-417-3401 Email: alexpully@gmail.com

Property Owner Name: Donald Wayne Newnam

Address of Property Owner: 360 Steep Point Road, Beaufort, NC 28516

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### **PROPERTY INFORMATION**

Property Address: 360 Steep Point Road, Beaufort, NC 28516

15-Digit PIN: 731613231649000 Lot/Block Number: 2C-1

Size of Property (in square feet or acres): 0.79 Acres Current Zoning: R-20

\_\_\_\_\_  
Applicant Signature

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

\_\_\_\_\_  
Property Owner Signature (if different than applicant)

\_\_\_\_\_  
Date of Owner's Signature

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](http://www.beaufortnc.org).

**OFFICE USE ONLY** Revised 08/2020

Date: \_\_\_\_\_

Reviewed for Completeness By: \_\_\_\_\_

Received by: \_\_\_\_\_

Date Deemed Complete and Accepted: \_\_\_\_\_



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, January 13, 2025**

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**AGENDA CATEGORY:** Old Business

**SUBJECT:** Beaufort Waterfront Operations and Finance Committee Update

**SUMMARY:**

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

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

**SUBMITTED BY:**

Elizabeth Lewis, Town Clerk



**Town of Beaufort, NC**

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

**Board of Commissioners  
Regular Meeting  
6:00 PM Monday, January 13, 2025  
Train Depot, 614 Broad Street  
Beaufort, NC 28516**

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**AGENDA CATEGORY:** Closed Session  
**SUBJECT:** Pursuant to NCGS 143-318.11 (a) (6)

**REQUESTED ACTION:**  
Motion to enter closed session pursuant to NCGS 143-318.11 (a) (6) to allow the Board of Commissioners to discuss personnel matters.

**SUBMITTED BY:**  
Charlie Burgess,  
Interim Town Manager

**BUDGET AMENDMENT REQUIRED:**  
No