



Town of Beaufort, NC

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

Town of Beaufort Board of Commissioners Regular Meeting 6:00 PM Monday, September 13, 2021 - Virtual Monthly Meeting

Call to Order

Roll Call

Agenda Approval

Manager Report

Items of Consent

Public Comment

Items for Discussion & Consideration

1. COVID Numbers in Carteret County, Mask Ordinance Discussion and Returning to In-Person Meetings Check-In
2. Appointment to the Parks and Recreation Advisory Board (PRAB)
3. Change Order Request – FY20 Street Rehabilitation & Construction (Sidewalks)

Public Hearing

1. Request to Rezone 302 Cedar Street from B-1 to R-8; Case No. 21-21

Quasi-Judicial Proceeding

1. Request for Special Use Permit – 1550 Lennoxville Road - Gas-Service Station (Jim Dandy Stores); Case No. 21-17

Mayor/Commissioner Comments

Adjourn



Town of Beaufort, NC

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**Board of Commissioners
Virtual Meeting
6:00 PM – Monday, Sept. 13, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: COVID Numbers in Carteret County, Mask Ordinance
Discussion and Returning to In-Person Meetings Check-In

BRIEF SUMMARY:

COVID Numbers in Carteret County

With COVID and the dominant delta variant cases on the raise in Carteret County and across the State of North Carolina, the Board agreed to hold off on returning to in-person meetings.

The Board directed staff to provide an update on current county and state COVID metrics at each Board of Commissioners meeting to assess when to return to in-person meetings safely. Since data trends are released daily, those metrics will be provided at the meeting on Monday, Sept. 13, 2021.

Returning to In-Person Meetings Check-In

Currently, all Town Boards (elected and volunteer) are conducting meetings virtually via Zoom with the exception of the Beaufort Harbor and Waterways Master Plan Advisory Committee who has permission to meet under a hybrid model at the Beaufort Hotel. All meetings will continue to be open to the public and individuals may join in-person or virtually via Zoom. This policy is scheduled to be reviewed at each meeting of the Board of Commissioners.

Emergency Paid Sick Leave Policy Extension Check-In

At the Aug. 23, 2021 Work Session, the BOC voted to approve the policy extension with the requirement that in order to qualify the employee must be vaccinated. The policy is scheduled to be reviewed at each meeting.

Town-Wide Mask Ordinance Check-In

The Board of Commissioners implemented a town-wide mask ordinance at the Aug. 23 Work Session. The Mask ordinance is scheduled to be reviewed at each meeting of the Board of Commissioners.

REQUESTED ACTION:

No action is requested.

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Mayor Newton & Rachel Johnson, Deputy Town Clerk

BUDGET AMENDMENT REQUIRED:

No



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**Board of Commissioners
Virtual Work Session
6:00 PM – Monday, Sept. 13, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Appointment to the Parks and Recreation Advisory Board (PRAB)

BRIEF SUMMARY:

One major way residents can have a positive impact on the future of the Town of Beaufort is volunteering to serve on various Town advisory boards and commissions.

Position(s) requested to be filled:

Board/ Commission/ Committee	# of Positions	Term Length	Reason
Parks and Recreation Advisory Board (PRAB)	1	Full-Term Expiring 9/30/2024	Term Expiration

Active recruitment and advertisement of the vacant Parks and Recreation Advisory Board position began on July 29, 2021 with an application deadline of Monday, August 16, 2021.

As of Tuesday, August 17, 2021, eleven applications were on file in the Office of the Town Clerk of individuals who are eligible and interested in serving on the Parks and Recreation Advisory Board.

The applicants are:

Rec'd	Applicant	Status
4/6/21	Bertram, Elizabeth	NEW
7/29/21	Carpenter, Garrett	NEW
4/12/21	Deaton, Charlie	NEW
7/31/21	Francis-Heckman, Barbara	NEW
4/7/21	Haynes, Sonny	NEW
8/10/21	Jaworski, Jill	NEW
8/16/21	Orlando, Mark	NEW
8/11/21	Richburg, Billy "Bill"	NEW
4/6/21	Schobernd, Zeb	NEW
7/29/21	Taylor, James	NEW
8/7/2021	Williams, Doug	NEW

REQUESTED ACTION:

The Town Clerk recommends the Board consider appointing an applicant to the vacant Parks and Recreation position, which is a full-term expiring September 30, 2024.

EXPECTED LENGTH OF PRESENTATION:

5 min

SUBMITTED BY:

Rachel Johnson, Deputy Clerk

BUDGET AMENDMENT REQUIRED:

N/A

Volunteer Boards, Commissions, and/or Committees' Application

On behalf of the Beaufort Commissioners, Town Manager, and Town staff, we are pleased you are interested in becoming a member of one of the Town's vital Boards, Committees, or Commissions.

One major way residents can have a positive impact on the future of the Town of Beaufort is volunteering to serve on the Town's various advisory boards and commissions. Residents who volunteer for these positions are an important link that connects the public to its governing body and are the advisers who make recommendations that ultimately shape the future of our Town. To learn more about the role of each advisory board visit the Volunteer Boards and Commissions page: (<https://www.beaufortnc.org/bc>).

If you wish to be considered for appointment to an advisory board, please complete this application. Once you click submit, your application will be routed to the TOWN CLERK. For more information about this application or it's process, you may contact the Town Clerk Allen Coleman, at a.coleman@beaufortnc.org or 252-728-2141 ext. 233

Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Planning Board ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Beaufort Harbor & Waterways Master Plan Advisory Committee ▼

Contact Information

First Name *

Elizabeth

Last Name *

Bertram

Email Address *

Elizabeth.bertram1@gmail.com

Home Address *

314 Orange St. Beaufort NC 28516

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

NA

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

NA

Telephone Number *

9199000032

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be attached to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

Self Employed Yoga Teacher and Consultant

What is your current Job Title? *

Consultant

Years in your current position: *

3 years but less than 7 years ▼

Please provide a brief description of your duties: *

After running my family's adventure outfitter shop for six years, I decided to go back to school to pursue a degree in elementary education with the dream of starting an outdoor education programs. I am a consultant and yoga instructor in addition to being a student. I have worked with many different clients and served various roles as a consultant. Most recently, I served as the interim Economic Development Director for the Town of Carrboro. I am now working with a client on marketing, business strategy and events. As a consultant, student and mom, my duties are diverse depending on the day.

Please briefly describe your community activities and/or volunteer experience: *

In Carrboro N.C. where I grew up and ran my family's adventure outfitter business in my early 20s, I helped found the Carrboro Business Alliance (CBA). The CBA supported locally owned businesses in our town and planned community events that benefited the town as a whole. I also served on the Economic Sustainability Commission. Additionally I served on the board of Chapel Hill based non-profit, Learning Outside. After my father's death, I established a scholarship in his honor through Learning Outside and helped to raise \$12,000 to make their education programs more accessible to underprivileged children. I also partnered with the Haw River Assembly every year to do trash pick-ups on local trails in the Carrboro/Chapel Hill area. Weekly I hosted a free yoga class in the community to make the practice I love accessible to a wider audience. I hope to offer community yoga in Beaufort one day.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

<2 years

What is your connection to Beaufort? *

I grew up coming to Beaufort as a child and have always loved this town. My parents bought a house in 2012 and I dreamed of moving here one day. We spent the last year of my father's life here in Beaufort. After he died, I continued to dream of moving here but didn't know how it would be possible given the circumstances of my life. However, when COVID-19 shifted my education to virtual, I realized there was nothing holding me back from moving to my favorite place on the planet. In August I moved full-time to Beaufort after spending most of the summer here. My partner, two young boys and I love calling Beaufort home.

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

Economic Sustainability Commission for the Town of Carrboro, Carrboro Business Alliance and Learning Outside

Why are you interested in serving on this board(s)/commission(s)? *

I have a dream of having an outdoor education program in Beaufort and feel drawn to the Parks and Recreation board so that I can be an active participant engaged in the future of Beaufort's outdoor spaces.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

My experience serving as the Interim Economic Development Director for the Town of Carrboro gave me excellent experience in how town government works and why it is so important for community members to be involved in their town's development. Furthermore, my experience serving on the Economic Sustainability Commission and the board for Learning Outside developed my skills to work with diverse board members to achieve goals and objectives. Lastly, I also served as the Vice President of the board for the Skip Yowell Future Leadership Academy through the Outdoor Industry Association and think my experience will translate well to the Parks and Recreation board.

Diversity/General Questions (Optional)

▼

▼

Volunteer Boards, Commissions, and/or Committees' Application

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

Contact Information

First Name *

Garrett

Last Name *

Carpenter

Email Address *

garrettccarpenter@gmail.com

Home Address *

147 Sea Grove Lane, Beaufort, NC 28516

Is your mailing address the same as your home address? *

Yes

No

Garrett Carpenter - 910-358-7086
garrettccarpenter@gmail.com

2.

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

910-358-7086

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be added to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

Cummings & Kennedy Law Firm, PLLC.

What is your current Job Title? *

Legal Assistant

Years in your current position: *

< 1 year ▼

Please provide a brief description of your duties: *

Create and prepare legal documents/court orders/motions, open and organize case files, perform basic legal research, draft subpoenas for supervising attorney approval, code client information to auto populate in relevant AOC forms, answer phone calls from current/former/potential clients, schedule appointments via firm calendar, perform Notary Public transactions, attend court and take notes on court proceedings for the supervising attorney, prepare court pads for use at the District and Superior Court levels, perform all other duties assigned by the supervising attorney.

Please briefly describe your community activities and/or volunteer experience: *

Since returning from college, I haven't been involved extensively in anything. I was very active in Swansboro and Raleigh, but working 40+ hours a week, taking care of my grandmother, and taking some classes to further my education has unfortunately made it difficult to stop and find a place to immerse myself.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

<2 years ▼

What is your connection to Beaufort? *

My mother's family is from Atlantic, NC originally but moved to Beaufort, NC when she was a child. She grew up here, graduating from East Carteret in 1989. My father was military and they moved to Camp Lejeune upon returning from a duty station in Puerto Rico. I was raised in Swansboro since my father was stationed at Lejeune, but all throughout my childhood, I spent time in Beaufort and Atlantic with my family. I used to take weekend trips with my grandmother to the historic waterfront where I learned all about the rich history of the town.

After graduating valedictorian of my class at Swansboro High School in 2015, I went on to obtain my bachelor's degree in Sport Management from North Carolina State University. During my time at NC State, my family moved to Morehead City, NC and once I graduated, that is where I returned. From June 2019 until the end of May 2021, I worked for the Parks and Recreation Department for the Town of Morehead City. I have a passion for recreation and a love for Carteret County as a whole. Since I moved to Beaufort in April of 2020, I have come to really appreciate everything that the community has to offer. I have goals of eventually attending law school, but for now my focus is on my family and my community.

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

N/A

Why are you interested in serving on this board(s)/commission(s)? *

I am looking for a way to truly immerse myself in the Beaufort community and find a way to make an impact. I served the community of Swansboro extensively during my time growing up there, and the community of Raleigh during my time in college. I want to find a way to get back into that and this seems like the perfect opportunity to utilize the experience I've gained through my work with Morehead City Parks and Recreation to improve and maintain the facilities that Beaufort currently offers.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

I have two years of extensive experience with the Town of Morehead City Parks and Recreation department and a Bachelor's degree in Sport Management from North Carolina State University

Volunteer Boards, Commissions, and/or Committees' Application

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Contact Information

First Name *

Charlie

Last Name *

Deaton

Email Address *

cddeaton2@gmail.com

Home Address *

617 Broad St, Beaufort, NC 28516

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

5404481222

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be included to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

NC Coastal Reserve (Rachel Carson Reserve)

What is your current Job Title? *

Research associate

Years in your current position: *

1 year but less than 3 years ▼

Please provide a brief description of your duties: *

Responsible for providing research support for policy-making by NCDEQ, as well as water quality monitoring, GIS mapping, data analysis, and field support for academic partners working at the the Rachel Carson Reserve.

Please briefly describe your community activities and/or volunteer experience: *

- W&M Bike Alliance: advocated for improved bike/pedestrian transportation in Williamsburg, VA in coordination with city government, college administration, and local businesses
- Carteret for Science: participated in a network of marine scientists to promote science-based policy and citizen engagement in science education
- Led field trips in coastal environmental change for students and general public with Beaufort Paddle and UNC-CH in the Rachel Carson Reserve

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

5 years but less than 10 years ▼

What is your connection to Beaufort? *

I've lived here for 5+ years (and been coming here for work for longer) and work for the NCDEQ's Coastal Reserve program, which manages the Rachel Carson Reserve

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

N/A

Why are you interested in serving on this board(s)/commission(s)? *

I'm a cyclist and runner, and I primarily commute by bicycle, and I helped start a volunteer organization that advocated for improved bicycle and pedestrian infrastructure in Williamsburg, VA. I'm also an avid kayaker (and work part-time with Beaufort Paddle), and I'm passionate about protecting and expanding public access to the our town's incredible waterways. I want to advocate for the equitable use of our resources, making sure that our parks are accessible to all, rather than catering primarily toward small subsections of residents or tourists.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

-Helped start the W&M Bike Alliance, advocating for improved alternative transportation in Williamsburg, VA coordinating with city government, college administration, and local businesses
-Work with Beaufort Paddle and the Rachel Carson Reserve regularly use and understand the value of our waterway accesses
-Extensive GIS experience

Diversity/General Questions (Optional)

Barbara Francis-Heckman
heckmanbl@gmail.com - 252-732-4938

2.

Volunteer Boards, Commissions, and/or Committees' Application

On behalf of the Beaufort Commissioners, Town Manager, and Town staff, we are pleased you are interested in becoming a member of one of the Town's vital Boards, Committees, or Commissions.

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Barbara Francis-Heckman
heckmanbl@gmail.com - 252-732-4938

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Contact Information

First Name *

Barbara

Last Name *

Francis-Heckman

Email Address *

heckmanbl@gmail.com

Home Address *

1713 Lennoxville Road

Is your mailing address the same as your home address? *

Yes

No

Barbara Francis-Heckman

heckmanbl@gmail.com - 252-732-4938

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

n/a

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

n/a

Telephone Number *

2527324938

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be included to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

Self Employed Beaufort Pet Provisions, Inc.

What is your current Job Title? *

President and CEO

Years in your current position: *

7 years or more ▼

Please provide a brief description of your duties: *

Business Owner and Manager of stand alone retail pet store

Barbara Francis-Heckman

heckmanbl@gmail.com - 252-732-4938

Please briefly describe your community activities and/or volunteer experience.

Served on a number of boards and committees during my tenure as a non-profit executive director to include numerous Smart Start partnerships for children across the state, juvenile services committees, and special ad-hoc committees for the town of Richmond Va.

Locally I volunteer with Friends of the Maritime Museum, Junior Sailing, Beaufort Women's Sailing Club. I have participated and volunteered with Beaufort Sister Cities, Beaufort Wine and Food and the Beaufort Lions Club. I've participated in flotillas and parades.

I served briefly on the Beaufort Historical Commission but due to family matters had to withdraw.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

10 years but less than 15 years ▼

What is your connection to Beaufort? *

I came to Beaufort because for years I found myself coming here to participate in activities and enjoy the local community. I previously lived in Ocean (near Bogue) in the Western part of the county full time for seven years, and prior to that as a part time resident for nine years. I was very isolated there, and wanted to become part of an active, engaging community. I found I wanted to contribute more and so embarked on opening a local business. Beaufort Pet Provisions began in 2014 in the downtown area. I recently moved the business to uptown business district in order to expand services and inventory.

Barbara Francis-Heckman
heckmanbl@gmail.com - 252-732-4938

Are you currently serving on a Town Advisory Board/Commission?

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

Historical Preservation Commission

Why are you interested in serving on this board(s)/commission(s)? *

Activities are an essential part of Beaufort and its residents. Planning for and providing appropriate space and recreational resources is critical to our residents. I have opted in on planning sessions held by the town to design, dedicate and prioritize our resources to this end. I'd love to become involved in improving, designing and funding additional spaces such as the area at the western end of cedar street and locating/designing/creating a dog park.

Barbara Francis-Heckman

heckmanbl@gmail.com - 252-732-4938

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

Recreational studies were part of my masters curriculum at the Presbyterian School for Christian Education. In the 1980s, I was a director of the recreational department at St. Joseph's Villa in north Richmond VA. More recently during my time at Coastal Community Action, I learned about and was trained in playground safety.

Now, as a dog enthusiast, I'm hopeful we can bring to our community a dog park sufficient to meet the needs of our residents. I often have to tell visitors and new residents that we don't have a dog park. And I hear of continued interest to have one here. So I believe if this is an option for development, I stand in a unique position to make those connections for developing a quality park.

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Please select in order of preference:

CHOICE 1 *

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Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Planning Board ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Beaufort Harbor & Waterways Master Plan Advisory Committee ▼

Contact Information

First Name *

Sonny

Last Name *

Haynes

Email Address *

sonnyhaynes8@gmail.com

Home Address *

314 Orange Street

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

9107249051

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be included to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

Durham Technical Community College

What is your current Job Title? *

Instructor

Years in your current position: *

7 years or more

Please provide a brief description of your duties: *

Plan and teach 5 -6 sections of English classes each semester. Classes include freshman composition level courses as well as higher level literature courses; serve on committees and work groups to ensure the college is achieving its mission; work on maintaining accreditation compliance in various areas of the college.

Sonny Hayes - 910-724-9051
sonnyhaynes8@gmail.com

2.

Please briefly describe your community activities and/or volunteer experience: *

some work with my kids sports programs through the parks and rec department of the town we lived in previously; some volunteer experience with local projects around Durham Tech in both Durham and Hillsborough (community garden and some event planning)

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

<2 years

What is your connection to Beaufort? *

My two sons (8 and 13) moved here this January to move in with my partner/their stepmom who was already living here.

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

N/A

Why are you interested in serving on this board(s)/commission(s)? *

As we settle our family into Beaufort, we are really excited about rooting into the community and taking volunteer opportunities, both to serve the community we live in and to model this behavior for our sons.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

A handful of background experiences here are helpful: my time in the military working with different groups of people and working to get them all on the same page (sometimes to varying degrees of success!); my work with my sons in our previous town of plugging into our community as much as we were able to at the time; my work at my current college on compliance and assessment and the need to have grand plans that are ultimately achievable and my function in a lot of these teams as a go-between communicator trusted by both administration and faculty as someone who listens to the concerns of those around me.

Volunteer Boards, Commissions, and/or Committees' Application

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If you wish to be considered for appointment to an advisory board, please complete this application. Once you click submit, your application will be routed to the TOWN CLERK. For more information about this application or it's process, you may contact the Town Clerk Allen Coleman, at a.coleman@beaufortnc.org or 252-728-2141 ext. 233

Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Contact Information

First Name *

Jill

Last Name *

Jaworski

Email Address *

jillowarski@yahoo.com

Home Address *

418 Meeting Street, Beaufort, NC 28516

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

904-673-0739

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be added to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

Cape Lookout National Seashore

What is your current Job Title? *

Chief Park Ranger

Years in your current position: *

7 years or more

Please provide a brief description of your duties: *

In charge of all Emergency Services (law enforcement, emergency medical response, search & rescue, wildland/structural fire, etc.) & oversee the fee programs (lighthouse tours, cabin rentals, special event permits, commercial filming/photography permits, etc.), offer educational programs/tours, part of the park management team.

Please briefly describe your community activities and/or volunteer experience: *

I have volunteered at multiple national parks, national wildlife refuges, national forest service areas, volunteered for trail maintenance, I'm a member of Crystal Coast Pickleball, I have been a volunteer tennis coach. I have participated in most of the county parades, National Night Out events, Splash Down events, etc.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

5 years but less than 10 years ▼

What is your connection to Beaufort? *

I live in the town & work for an agency that has a presence both in Beaufort & in the County with tourism. I am involved with the Eastern Carteret Collaborative group & active with hurricane & storm response.

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

N/A

Why are you interested in serving on this board(s)/commission(s)? *

I have a degree in Outdoor Education & Recreation. I love outdoor activities & recreation & would love to help the town of Beaufort in developing more of these opportunities.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

Degree in Outdoor Education & Recreation. Served as a backpacking, canoeing, rockclimbing, caving guide/educator for the Outdoor Recreation Center for the University of Nebraska in Omaha, 23 years of government service with the National Park Service promoting outdoor conservation & recreation. I played tennis in high school & college & then coached my high school boys & girls Jr. Varsity Teams, I played recreational & competitive tennis in city leagues, & now play & very involved with Crystal Coast Pickleball.

Volunteer Boards, Commissions, and/or Committees' Application

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Beaufort Harbor & Waterways Master Plan Advisory Committee ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Historic Preservation Commission ▼

Contact Information

First Name *

Mark

Last Name *

Orlando

Email Address *

Mark.orlando@bmwna.com

Home Address *

112 Live Oak Street, Beaufort, NC 28516

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

NA

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

NA

Telephone Number *

2016022569

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be added to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

BMW of North America, LLC

What is your current Job Title? *

Head of Sales - Southern Regiona

Years in your current position: *

3 years but less than 7 years ▼

Please provide a brief description of your duties: *

In this role, I am responsible for managing the Sales And Marketing activities for BMW of North America's 98 dealerships located throughout the Southern Region. This includes every BMW dealership from Wilmington to El Paso, Texas and as far south as Puerto Rico. In this role, I am responsible for leading a team of approximately 25 sales and marketing personnel throughout the South while managing a budget of in excess of \$50M.

The primary responsibility of this role is to drive the sales and growth performance of new car and used cars and while ensuring dealer profitability. Daily functions include the development and implementation of sales and marketing strategies to lead sales results. This role includes working on local, national and international projects. This role includes a high degree of developing and building collaboration with various groups that may not agree in the allocation and utilization of funding.

Although, my office is based in Greenville, South Carolina. I am a full-time Beaufort resident living here and traveling for work as necessary.

Please briefly describe your community activities and/or volunteer experience: *

Over the last 10 years, i have developed a national program aimed at supporting local communities Food Banks. As a result, the "Test Drive to End Hunger" that i have built has been responsible for providing over 15 million meals in local communities throughout the South since 2012. The majority of my volunteering has been working with Food Banks over the past decade. Prior yo moving to Beaufort, i was active in local sports programs coaching my daughter in softball and basketball.

However, since moving to Beaufort, i an very interested in become more active in the community.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

2 years but less than 5 years ▼

What is your connection to Beaufort? *

My mother has lived in Beaufort since 1995. I moved back with the plan of spending the rest of my life here.

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

I have served on previous business advisory boards including: TUV Technical Advisory Committee, Automotive Industry Action Board (AIAG)

Why are you interested in serving on this board(s)/commission(s)? *

I believe we have incredible resources in Beaufort and the Park and Recreation Board is the center of that opportunity. I am motivated to help the community, specifically help kids and families have more outdoor resources and want to make sure Beaufort stays Beaufort.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

I have a background of successfully working on teams, managing different personalities, being responsible for large budgets and problem solving. However, i think my ability to listen to others perspectives and motivations help prepare me for this type of role.

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Contact Information

First Name *

Billy ("Bill")

Last Name *

Richburg

Email Address *

BillyKR46@gmail.com

Home Address *

219 Gray Duck Drive, Beaufort, NC 28516-3101

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

972-533-0262

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be included to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

nThrive, Inc. (Alpharetta, GA)

What is your current Job Title? *

Sr. Dir., Government Programs, Emeritus

Years in your current position: *

7 years or more ▼

Please provide a brief description of your duties: *

I manage one of the company's largest vendor contracts and support the Government Programs department in the Medicare area.

Please briefly describe your community activities and/or volunteer experience: *

Prior: Credit Union Finance Committee; Credit Union Board of Directors; Rotary - Current: St. Paul's Episcopal Church, American Legion

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

<2 years

What is your connection to Beaufort? *

Selected from several town on the East Coast as our retirement home (in a few years).

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

Credit Union Finance Committee; Credit Union Board of Directors

Why are you interested in serving on this board(s)/commission(s)? *

If one does not involve themselves in their community, then they must accept the direction in which the community moves. I want a voice in Beaufort to complement my vote in our elections.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

I am an Air Force veteran, a former hospital executive and a software designer (Product Owner). I am educated and articulate. I listen far more than I speak, as that is the only way to receive all available information. I prefer to participate rather than lead...being an influencer or thought leader rather than a formal leader or manager. I had enough of the latter during my long career. I am available to serve, having no time conflicts that cannot be resolved.

Volunteer Boards, Commissions, and/or Committees' Application

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Contact Information

First Name *

Zeb

Last Name *

Schobernd

Email Address *

zeb.schobernd@gmail.com

Home Address *

502 Professional Park Dr.

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

541-961-5491

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be included to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

NOAA

What is your current Job Title? *

Biological Science Technician

Years in your current position: *

7 years or more

Please provide a brief description of your duties: *

I help run a project that monitors reef fish population offshore of NC, SC, GA, and FL. I serve as chief scientist on several research cruises every year, and I am in charge of training employees how to "read" underwater videos to identify and count reef fish species from videos collected on research cruises.

Zeb Schobernd - 541-961-5491
zeb.schobernd@gmail.com

2.

Please briefly describe your community activities and/or volunteer experience: *

I am a Guardian ad Litem for the county court system, representing foster children in their court hearings. I have also been president of Beaufort Little League since 2019, and I have coached youth soccer since 2014.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

5 years but less than 10 years ▼

What is your connection to Beaufort? *

I moved to Beaufort in 2010 for my job at NOAA, and after a few years living in Morehead City I moved permanently to Beaufort in 2015. My child goes to school here and I very much consider Beaufort my home.

Are you currently serving on a Town Advisory Board/Commission? *

- Yes
- No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

N/A

Why are you interested in serving on this board(s)/commission(s)? *

I have been personally involved in youth sports in Beaufort for many years, and my son has played on the fields and playgrounds since he was very little. I have a strong personal connection to the parks in our town, and my time with Beaufort Little League has given me some insight into how the parks department functions. I feel like I have a vision for what our parks need to match the changing needs of the youth in our community.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

As I mentioned before, my background in youth sports (and especially with Beaufort Little League) gives me some insight into how our parks are used and what they may need into the future. Those experiences, as well as those as a Guardian ad Litem, have connected me to the families with kids in our community, and I believe I have a consensus-building temperament that will be an asset to the committee advising on issues regarding our parks.

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Historic Preservation Commission ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Beaufort Harbor & Waterways Master Plan Advisory Committee ▼

Contact Information

First Name *

James

Last Name *

Taylor

Email Address *

jt966726@gmail.com

Home Address *

201 ann st

Is your mailing address the same as your home address? *

Yes

No

James Taylor - 252-732-4790
jt966726@gmail.com

2.

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

Na

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

Na

Telephone Number *

2527324790

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be included to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

None

What is your current Job Title? *

None

Years in your current position: *

< 1 year ▼

Please provide a brief description of your duties: *

Previous job was purchasing agent for General Electric

James Taylor - 252-732-4790
jt966726@gmail.com

2.

Please briefly describe your community activities and/or volunteer experience: *

Was president of Beaufort lions club....now a zone chairmen

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

2 years but less than 5 years ▼

What is your connection to Beaufort? *

Family, I have been coming here for over 40 years, brother lives here, mom lived here and several other relatives

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

Na

Why are you interested in serving on this board(s)/commission(s)? *

I would like to continue to serve and contribute to the betterment of the community.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

Lions president and zone chairman

Volunteer Boards, Commissions, and/or Committees' Application

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Board (s) / Commission (s) Selection

Please select in order of preference:

CHOICE 1 *

Advisory Board(s) / Commission (s) Interested in:

Parks and Recreation Advisory Board ▼

CHOICE 2

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

CHOICE 3

Advisory Board(s) / Commission (s) Interested in:

Choose ▼

Contact Information

First Name *

Doug

Last Name *

Williams

Email Address *

dwbft@icloud.com

Home Address *

1501 Ann Street

Is your mailing address the same as your home address? *

Yes

No

Please provide your preferred mailing address below. If your mailing address is the same as your home address please enter N/A *

N/A

Are you a full-time resident of the Town of Beaufort? *

Yes

No

Are you a part-time resident of the Town of Beaufort? *

Yes

No

If you are a part-time resident of Beaufort, please provide your other address. If you are a full-time resident of Beaufort, please put N/A below. *

N/A

Telephone Number *

2762523320

Employment/Education/Volunteer Experience

Please summarize your education, work and volunteer experience in the spaces below OR submit a cover letter and/or resume to a.coleman@beaufortnc.org and request this to be added to your application.

Please select your highest level of COMPLETED education: *

- Less than a High School Diploma or Equivalent (GED)
- High School Diploma or Equivalent (GED)
- Associates Degree
- Bachelor's Degree
- Master's Degree

Who is your current Employer? *

Retired

What is your current Job Title? *

Retired

Years in your current position: *

7 years or more ▼

Please provide a brief description of your duties: *

Past President of Hooker Furniture Corp. Martinsville VA

Please briefly describe your community activities and/or volunteer experience: *

Past Board member of the Friends of the Museum, Beaufort.

Background

Please tell us more about you. You must be a Town of Beaufort resident to serve on one of the Town's boards and commissions.

How long have you lived in the Town of Beaufort? *

10 years but less than 15 years ▼

What is your connection to Beaufort? *

My wife and I love Beaufort and we bought our house here in 2006. We were half time residents since then and became full time residents in 2020. I am a very active person who loves boating and sailing and kayaking. I have several friends and acquaintances on town council and other volunteer organizations, such as the Friends and BHA. I am very interested in seeing Beaufort continue to provide and improve recreational opportunities for our citizens and visitors. We live in a very special place, and we need to move forward as our town and community continues to grow, while maintaining our historical charm and history. I am very interested in helping in any way possible and feel I could be an asset to this Board.

Are you currently serving on a Town Advisory Board/Commission? *

Yes

No

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed? *

Yes

No

Background Continued

List any Boards you have served on in the past. If this is your first time, please enter N/A *

Friends of NCMM.

Why are you interested in serving on this board(s)/commission(s)? *

I believe I could be an asset to serve on the Parks and Recreation Board as I have a great interest in seeing our community continue to develop recreational opportunities for our citizens and visitors. Our area has so much to offer, and we should capitalize on our strengths to provide and improve these services.

Please describe any background or abilities that qualify you to serve on these board(s)/commission(s): *

Past President of Hooker Furniture Corporation, a top ten furniture manufacturer and distributor employing 2400 people. I have traveled world wide sourcing product and wood working equipment as well as overseeing Sales and Manufacturing. Past President and long time board member of Chatmoss Country Club, Martinsville VA.



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
Virtual Work Session
6:00 PM – Monday, Sept. 13, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Change Order Request – FY20 Street Rehabilitation & Construction (Sidewalks)

BRIEF SUMMARY:

A contract was awarded to Thomas Simpson Construction by the Board of Commissioners on March 16, 2020 in the amount of \$1,877,582. The contract was primarily for the rehabilitation and reconstruction of twenty-five street segments totaling 15,900+ linear feet (LF) and the construction of a new 410+ LF street. The contract however, also included several work items specific to the construction of sidewalks. These items were included for the express purpose of establishing unit pricing for them so that they could be applied to yet to be designed sidewalks, most of which, the Town expected to add to the Contract work by change order.

Since award of the Contract, Town staff has design most of the sidewalks that were envisioned being added to the street work. Accordingly, Town staff now asks that the Board consider authorizing a change order that will cover the cost of constructing the next phase of sidewalks. The change order will also adjust many of the quantities associated with the street related work from estimated to actual, in-place quantities.

REQUESTED ACTION:

Consider authorizing the Town Manger to execute a change order with Thomas Simpson Construction Company in the amount of \$323,271.33 for the FY20 Street Rehabilitation and Construction project.

EXPECTED LENGTH OF PRESENTATION:

10 minutes

SUBMITTED BY:

Greg Meshaw Public Services Director/Town Engineer

BUDGET AMENDMENT REQUIRED:

Yes

CONTRACT/PURCHASE ORDER CHANGE REQUEST

XX CONTRACT CHANGE ORDER _____ PURCHASE ORDER CHANGE

PROJECT: FY20 Street Rehabilitation and Construction DATE: TBD

CONTRACTOR: Thomas Simpson Construction CHANGE ORDER #: 002

CONTRACT #: _____ P.O. #: P1-00377

Account Number 61-815-0006 Project No. _____

Current Contract /P.O. Amount \$ 1,886,202.70

Contract/P.O. Increase \$ 323,271.33

New Contract/P.O. Amount \$ 2,209,474.03

Contract Days Increase 120

Justification/Description of change:

See attachments for adjustments to existing contract quantities that are mostly related to street rehabilitation, reconstruction and construction plus added items and quantities for constructing concrete sidewalks at various locations.

The Above Changes Are Proposed/Acceptable:

Signature _____ Date _____
** Contractor

Signature N/A Date --
** Engineering/Architectural Consultant (if applicable)

The Above Changes Are Recommended:

Signature _____ Date _____
Town Engineer or Applicable Department Head

Approval of Finance Officer:

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

Signature _____ Date _____
Finance Director

The Above Changes Are Approved:

Signature _____ Date _____
** Town Manager

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

**Attachment 1
Change Order #2
FY 20 Street Rehabilitation and Construction**

TSC Pay Item No.	Pay Item Description	Action	Unit	Existing Quantity	Unit Price	Quantity Change	Total Price Change	Updated Quantity	Updated Total Price
Part 1: Phase I Street Rehabilitation and Reconstruction									
2	Temporary Inlet Control, Silt Bag	Decrease	Ea	22	\$400.00	(16.00)	(\$6,400.00)	6	\$2,400.00
3	Milling Asphalt Pavement, 0.5" Depth	Increase	SY	2571	\$3.00	657.62	\$1,972.86	3228.62	\$9,685.86
4	Milling Asphalt Pavement, 1.0" Depth	Decrease	SY	1567	\$3.00	(1,567.00)	(\$4,701.00)	0	\$0.00
5	Milling Asphalt Pavement, 2.0" Depth	Decrease	SY	3350	\$3.00	(6.33)	(\$18.99)	3343.67	\$10,031.01
6	Edge Milling, 6 ft. Wide 0-1.5" Depth	Decrease	SY	2576	\$3.00	(473.48)	(\$1,420.44)	2102.52	\$6,307.56
7	Milling Asphalt Pavement for Repair/Patch up to 6" Depth	Decrease	SY	606	\$14.00	(51.03)	(\$714.42)	554.97	\$7,769.58
9	Incidental Milling	Decrease	SY	1127	\$7.00	(296.03)	(\$2,072.21)	830.97	\$5,816.79
10	Adjusting Manhole Frames (Adjustment Ring)	Decrease	Ea	15	\$160.00	(12.00)	(\$1,920.00)	3	\$480.00
11	Adjusting Manhole Frames (Remove & Reset)	Decrease	Ea	15	\$550.00	(14.00)	(\$7,700.00)	1	\$550.00
12	Adjusting Valve and Meter Boxes	Decrease	Ea	17	\$130.00	(9.00)	(\$1,170.00)	8	\$1,040.00
17	Prime Coat	Decrease	Gal	9467	\$6.25	(8,627.00)	(\$53,918.75)	840	\$5,250.00
18	Seal Coat	Decrease	SY	3723	\$1.50	(3,723.00)	(\$5,584.50)	0	\$0.00
20	Hot Mix Asphalt Pavement, Type S9.5B	Increase	Ton	3833	\$102.00	1,289.90	\$131,569.60	5,122.90	\$522,535.60
21	Asphalt Plant Mix, Pavement Repair/Patching, Type B25.0B	Decrease	Tons	451	\$175.00	(33.00)	(\$5,775.00)	418	\$73,150.00
22	Sealing Existing Pavement Cracks and Joints	Decrease	Lbs	587	\$4.25	(37.00)	(\$157.25)	550	\$2,337.50
23	Replacement of Concrete Driveways and Entrances	Decrease	SY	16	\$30.00	(16.00)	(\$480.00)	0	\$0.00
24	Replacement of Concrete Sidewalk, 6" Thick	Increase	SY	69	\$40.00	37.00	\$1,480.00	106	\$4,240.00
24A	Replacement of Concrete Sidewalk, 4" Thick	Add Item	SY	0	\$36.00	37.00	\$1,332.00	37	\$1,332.00
25A	Replace Concrete Curb Ramp with Type 1B Modified	Add Item	Ea	0	\$2,500.00	1.00	\$2,500.00	1	\$2,500.00
27	Replace Concrete Curb Ramp with Type 4A	Increase	Ea	1	\$2,500.00	1.00	\$2,500.00	2	\$5,000.00
29	Replace Concrete Curb Ramp with Type 5A	Decrease	Ea	2	\$3,000.00	(2.00)	(\$6,000.00)	0	\$0.00

TSC Pay Item No.	Pay Item Description	Action	Unit	Existing Quantity	Unit Price	Quantity Change	Total Price Change	Updated Quantity	Updated Total Price
31	Replacement of Concrete Curb and Gutter 2'6" (Vertical Curb)	Increase	LF	82	\$18.00	51.00	\$918.00	133	\$2,394.00
32	Replacement of Concrete Curb and Gutter 2'0" (Mountable Curb)	Increase	LF	467	\$18.00	2.64	\$47.52	469.64	\$8,453.52
Part 1 Total							\$44,287.42	Increase by	4.0%
Part 2: Howard Jr Lane (New Construction)									
40	Remove Existing Pipe, 1" to 12" Diameter, 0-6' Depth	Increase	LF	369	\$10.00	114.39	\$1,143.90	483.39	\$4,833.90
52	Prime Coat	Decrease	Gal	425	\$6.25	(425.00)	(\$2,656.25)	0	\$0.00
54	Hot Mix Asphalt Pavement, Type S9.5B	Increase	Ton	75	\$115.00	15.31	\$1,760.65	90.31	\$10,385.65
62	12" RC Pipe Culvert, Class III	Increase	LF	142	\$45.00	166.00	\$7,470.00	308	\$13,860.00
Part 2 Total							\$7,718.30	Increase by	6.5%
Part 4: Howard Jr Lane (New Construction)									
109	Aggregate Base Course (Repair)	Increase	Ton	275	\$39.75	341.18	\$13,561.91	616.18	\$24,493.16
110	Prime Coat	Decrease	Gal	1080	\$6.25	(1,080.00)	(\$6,750.00)	0	\$0.00
112	Hot Mix Asphalt Pavement, Type S9.5B	Increase	Ton	180	\$110.00	6.32	\$695.20	186.32	\$20,495.20
114A	Replace Concrete Curb Ramp with Type 1 Modified	Add Item	Ea	0	\$1,500.00	2.00	\$3,000.00	2	\$3,000.00
Part 4 Total							\$10,507.11	Increase by	3.6%
Parts 1,2 & 4 Total							\$62,512.83	Increase by	4.1%
Add Alternates (New Sidewalk, Bid Items 134 through 136)									
134	4" Concrete Sidewalk	Increase	SY	750	\$58.50	3,970.00	\$232,245.00	1103	\$64,525.50
137	Remove Concrete Sidewalk	Add Item	SY	0	\$18.00	15.00	\$270.00	15	\$270.00
138	Remove Concrete Curb & Gutter	Add Item	LF	0	\$5.00	90.00	\$450.00	20	\$100.00
139	Remove & Replace Concrete Curb and Gutter 2'6" (Vertical Curb)	Add Item	LF	0	\$18.00	60.00	\$1,080.00	60	\$1,080.00
140	18" Concrete Drainage Swale	Add Item	LF	0	\$30.00	20.00	\$600.00	11	\$330.00
141	Remove Fence	Add Item	LF	0	\$4.00	120.00	\$480.00	120	\$480.00
142	15" RC Pipe Class III	Add Item	LF	0	\$85.00	48.00	\$4,080.00	10	\$850.00
143	6" PVC Pipe Culvert	Add Item	LF	0	\$45.00	33.00	\$1,485.00	23	\$1,035.00

TSC Pay Item No.	Pay Item Description	Action	Unit	Existing Quantity	Unit Price	Quantity Change	Total Price Change	Updated Quantity	Updated Total Price
144	Detectable Warning Plate at Inline Sidewalk	Add Item	Ea	0	\$210.00	37.00	\$7,770.00	10	\$2,100.00
145	Concrete Curb Ramp at Inline Sidewalk	Add Item	Ea	0	\$15.00	12.00	\$180.00	4	\$60.00
146	Thermoplastic Pavement Marking Lines, 4" White	Add Item	LF	0	\$1.75	150.00	\$262.50	150	\$262.50
147	Thermoplastic Pavement Marking Lines, 24" White, 90 mils	Add Item	LF	0	\$13.00	912.00	\$11,856.00	236	\$3,068.00
							Part 5 (Sidewalks) Total	\$260,758.50	
							Parts 1,2, 4 & 5 Total	\$323,271.33	

Attachment 2: Estimate of Sidewalk Quantities
Part 5 (Sidewalks) FY20 Street Rehabilitation and Construction
 August 18, 2021

Drawing No.	Segment	Units →																				
		4" Concrete Sidewalk	Concrete Driveways and Entrances	18" PVC Drainage Pipe	Select Fill	Remove Concrete Sidewalk	Concrete Curb Ramp at Inline Sidewalk	Detectable Warning Plate for At-Grade Sidewalk	Remove Concrete Curb and Gutter	Remove & Replace Concrete Curb and Gutter 2'6" (Vertical Curb)	Concrete Curb and Gutter 2'0" (Vertical Curb)	Concrete Curb and Gutter 2'6" (Vertical Curb)	18" Concrete Drainage Swale	15" PVC Drainage Pipe	6" PVC Pipe Culvert	Remove Fence	Thermoplastic Pavement Marking Lines, White, 4", 90 Mills	Thermoplastic Pavement Marking Lines, White, 24", 90 Mills	Catch Basins and Drop Inlets, 3'0" x 2'2", 0 to 6 ft. Depth (Precast or Block)	Relocate Sign	Relocate Inlet Grate	Raised Crosswalk
		SY	SY	LF	CY	SY	Ea	Ea	LF	LF	LF	LF	LF	LF	LF	LF	LF	EA	LF	LF	EA	
-	Randolph Johnson Park	15																				
C1	Pine St (Live Oak St to RJ Park)	352					2	3	20					13			150	50				
C2	Cedar St (Live Oak St to 210± ft East)	52				5	1	1										36				
C3	Cedar St-Carteret Ave (Fulford St to RJ Park)	502				10		4					10	10				72				
C4	Carteret Ave (RJ. Park to Lennoxville Rd)	182	25				1	2		60			11			120		78		1		
C1 through C4 Subtotal		1103	25	0	0	15	4	10	20	60	0	0	11	10	23	120	150	236	0	1	0	0
C5	Carteret Ave (Lennoxville Rd to 2nd St)	233		16			1	1			342		9					52	1	2	1	
C6	Carteret Ave (2nd St to 3rd St)	310	11		12			6						38				96				2
C7	Ricks Ave	185						1														
C8	Ricks Ave	165						2														
C5 through C8 Subtotal		893	11	16	12	0	1	10	0	0	342	0	9	38	0	0	0	148	1	2	1	2
C9	Live Oak St (Mulberry St to Chestnut Dr)	286					1		10									60				
C10	Live Oak St (Chestnut Dr to 475± ft north)	206					3		30									48				
C11	Live Oak St (630± ft south Circle Dr to Circle Dr)	338					1	2	10									96				
C12	Live Oak St (Circle Dr to Circle Dr)	329					2		20													
C9 through C12 Subtotal		1159	0	0	0	0	7	2	70	0	0	0	0	0	0	0	0	204	0	0	0	0
C13	Live Oak St (Commercial Driveway Near Burger King)	322						7										48				
C14	Live oak st (- to Campen Road	333																				
C15	Live Oak St (Wells Fargo Sidewalk to 400± ft south and 225± ft north)	386						1										96				
C16	Live Oak St (ABC Store frontage)	386						7										180				
C17	Live Oak St (SECU sidewalk to Tiller School sidewalk)	138																				
C13 through C17 Subtotal		1565	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	324	0	0	0	0
Total		4720	36	16	12	15	12	37	90	60	342	0	20	48	23	120	150	912	1	3	1	2



Town of Beaufort, NC

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**Board of Commissioners
Virtual Work Session
6:00 PM Monday, Sept. 13, 2021**

AGENDA CATEGORY: Items for Discussion and Consideration
SUBJECT: Request to Rezone 302 Cedar Street from B-1 to R-8; Case No. 21-21

BRIEF SUMMARY:

The applicant wishes to rezone a 0.054 acre tract from B-1 Commercial to R-8 Medium Density Residential. The current use of the property is a single family residential and is non-conforming. The lot width, and area also make it non-conforming. If rezoned to residential the use would become conforming and could gain some relief from Section 11 (Nonconformities) of the LDO in their setbacks.

At their June 21, 2021 meeting the Planning Board recommended approval of the rezoning to either R-8 or CS-MU.

REQUESTED ACTION:

The Planning and Inspections Director requests the Board conduct a Public Hearing during the Sept. 13, 2021, BOC Regular Meeting and consider the rezoning request..

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A



Staff Report

To: Board of Commissioners
From: Kyle Garner, AICP

Date: 8/12/2021
Meeting Date: 9/13/2021

Case Number 21-21

Summary of Request:

Rezone one lot totaling 2,366.sq.ft. at 302 Cedar Street from B-1 to R-8.

Background

Location(s) & PIN

7730617117684000 (See Attached Map)

Owners Applicant

Porter & Timpla Casey
Same

Current Zoning

B-1 – General Commercial

Lot(s) Size & Conformity Status

2,366 Sq. ft. Total (based on GIS data)
Non-conforming parcel

Existing Land Use

Single Family Residential

CAMA Future Land Use Map Amendment Required

Mixed Use
 Yes No

Adjoining Land Use & Zoning

North Vacant Car Lot – Zoned B-1 and Residential, Zoned R-8
South Residential, Zoned R-8
East Residential, Zoned B-1
West Commercial, Zoned B-1

Special Flood Hazard Area

Yes No

Public Utilities

Water Available Not Available
Sewer Available Not Available

Additional Information

See Staff Comments

Requested Action

Provide a consistency statement to the Board of Commissioners addressing the requested zoning amendment and the future land use plan.

Provide recommendation to the Board of Commissioners to:

- Approve the request;
- Deny the request; or
- Recommend more restrictive zoning district

Comments

The current use of the property is a single family residential and is non-conforming. The lot width, and area also make it non-conforming. If rezoned to R-8, it will allow the owners to use the standards found in Section 11 (Nonconformities) of the LDO as their lot is 43 feet in width and would allow for a 5 foot side setback and a 15 foot front setback which would reduce the amount of nonconformity.

At their July 19th meeting the Planning Board recommend approval of the proposed rezoning from B-1 to R-8 or to CS-MU.

The current B-1 General Business District Standards

Minimum Lot Size	5,000 Square Feet	Setbacks
Minimum Lot Width	60 Feet	Front 30 Feet
Maximum Building Height	40 Feet	Rear 15 Feet
Maximum Impervious	N/A	Side 15 Feet

The requested R-8 Residential Medium Density District Standards

Minimum Lot Size	8,000 Square Feet	Setbacks
Minimum Lot Width	60 Feet	Front 25 Feet
Maximum Building Height	35 Feet	Rear 25 Feet
Maximum Impervious	N/A	Side 8 Feet

The Cedar Street – Mixed Use District Standards (Single Family Detached)

Minimum Lot Size	N/A	Setbacks
Minimum Lot Width	N/A	Front 15-20 Feet
Maximum Building Height	40 Feet	Rear 25 Feet
Maximum Impervious	N/A	Side 8 Feet

In accordance with **NCGS § 160A-383**, the consistency statement must include one of the following:

- A statement recommending approval of the zoning amendment and describing its consistency with the CAMA Core Land Use Plan
- A statement recommending denial of the zoning amendment and describing its inconsistency with the CAMA Core Land Use Plan
- A statement recommending approval of the zoning amendment containing the following:
 - Declaration that the approval is also deemed an amendment to the CAMA Core Land Use Plan
 - An explanation of the change in conditions the board took into consideration when recommending approval

CAMA Core Land Use Plan – Future Land Use Classifications

C. Mixed Use Classification

The Mixed Use classification encompasses approximately 1.3 square miles (826 acres) or 17.4 percent of the total land area. The properties classified as Mixed Use are located adjacent to Town Creek (2 sites), at the former Beaufort Elementary School site, adjacent to the Cedar Street-Carteret Avenue area, and along Lennoxville Road at the site of the Atlantic Veneer Corporation and Beaufort Fisheries Industries.

The Mixed Use classification is intended to delineate areas where there is potential to redevelop the existing properties and adjoining vacant land, particularly for multiple land uses. The North Carolina Maritime Museum has proposed expanding the Maritime Museum to a portion of the Mixed Use-designated area located on the north side of Town Creek. An associated maritime village has also been proposed for this site. Mixed residential and commercial uses, including marine uses along waterfront areas, have potential at the other Mixed Use-designated sites.

The Cedar Street corridor is anticipated, with the proposed relocation of US Highway 70, to redevelop from a general commercial area into more of an office, light retail, professional services, institutional, and residential area.

The anticipated residential density within this classification ranges from medium to high density. Multifamily densities are consistent with the current requirements of the Town’s zoning ordinance which allows a density range of up to 16 dwellings per acre for planned developments. Residential building types encouraged within this classification include single-family attached dwellings, condominiums, cluster developments, and multifamily dwellings. Commercial uses include a variety of retail, office, business services, and personal services. Minimum lot sizes are generally dependent upon the specific nature and characteristics of the land use but typically range from 2,750 to 20,000 square feet for residential land uses and 3,000 to 8,000 square feet for nonresidential land uses. Maximum floor area ratios for nonresidential land uses range from 0.57 to 2.13. Land uses within the Mixed Use designated areas are generally compatible with B-1, General Business; B-3, Marina Business; O & I, Office and Institutional; RMF, Multifamily Residential; and PUD, Planned Unit Development Zoning Districts. Public water and sewer service is needed to support the land uses characteristic of this classification. Streets with the capacity to accommodate higher traffic volume are necessary to support the intensity of development expected within the Mixed Use Classification.

The Town’s goals and policies support the use of land in Mixed Use-classified areas for a range of uses where adequate public utilities and streets are available or can be upgraded to support the intensity of development encouraged in this classification. Public and institutional land uses that support and that are compatible with this type of mixed development are also encouraged.

While the Mixed Use areas are expected to accommodate future growth and development, they may or may not actually be developed during the planning period. Critical factors that will determine the development potential of these areas include market demand and the provision of the necessary support infrastructure (particularly public water and sewer utilities). Consequently, the development potential of the some of the lands within the Mixed Use areas may be more long-term than short-term. In order to permit the type of mixed use development envisioned in this classification, the Town of Beaufort may have to prepare amendments to its existing zoning ordinance and subdivision ordinance to establish specific conditions and standards for such mixed use development.

Attachments:







- Attachment B – Vicinity/Zoning Map with 100 Foot Notification Boundary
- Attachment C – CAMA Map
- Attachment D – Owners within 100 feet
- Attachment E – Applicants Information
- Attachment F - Proposed Zoning Map Ordinance

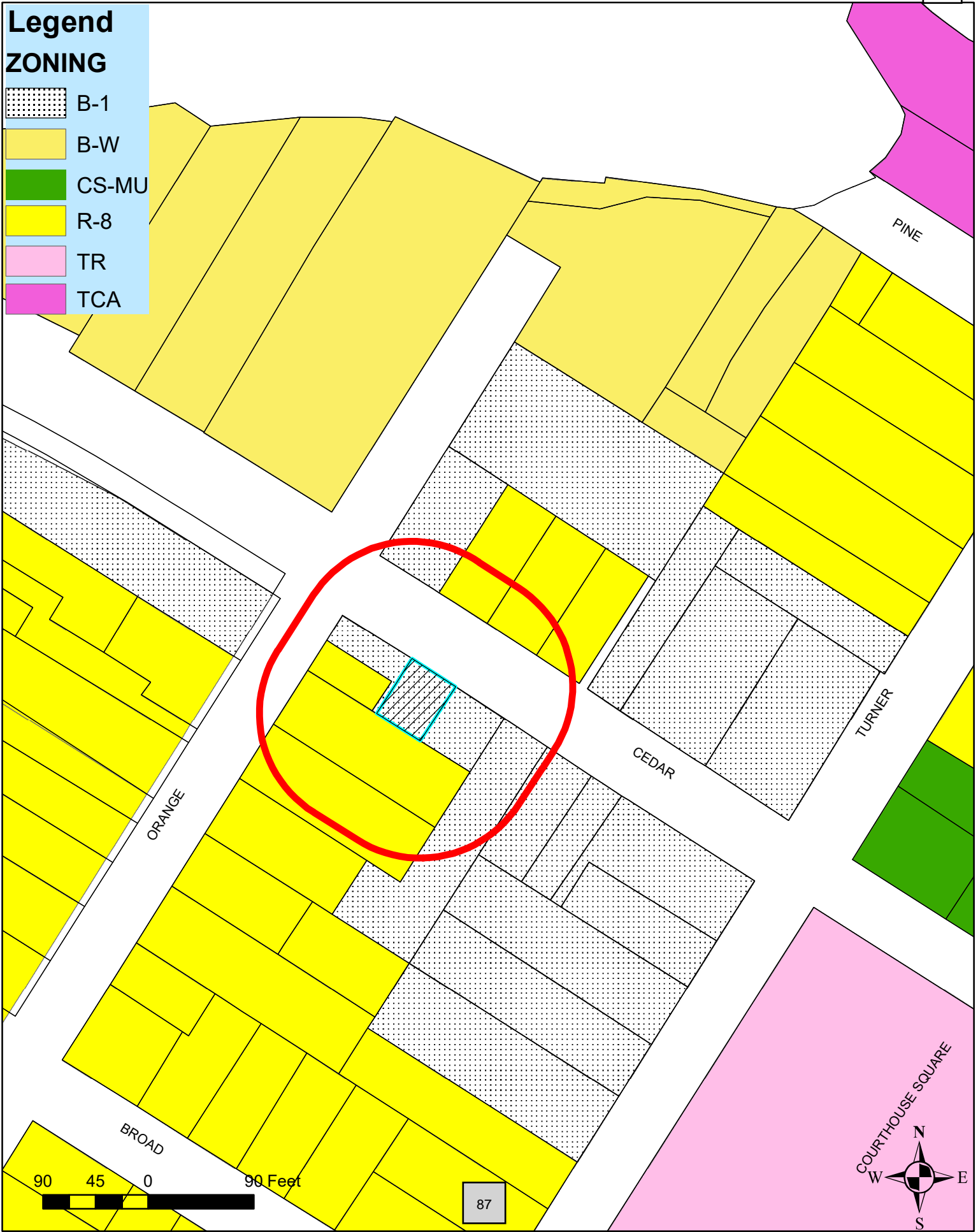
Rezoning - Case 21-21 - 302 Cedar Street - From B-1 to R-8

1.

Legend

ZONING

-  B-1
-  B-W
-  CS-MU
-  R-8
-  TR
-  TCA



90 45 0 90 Feet

87

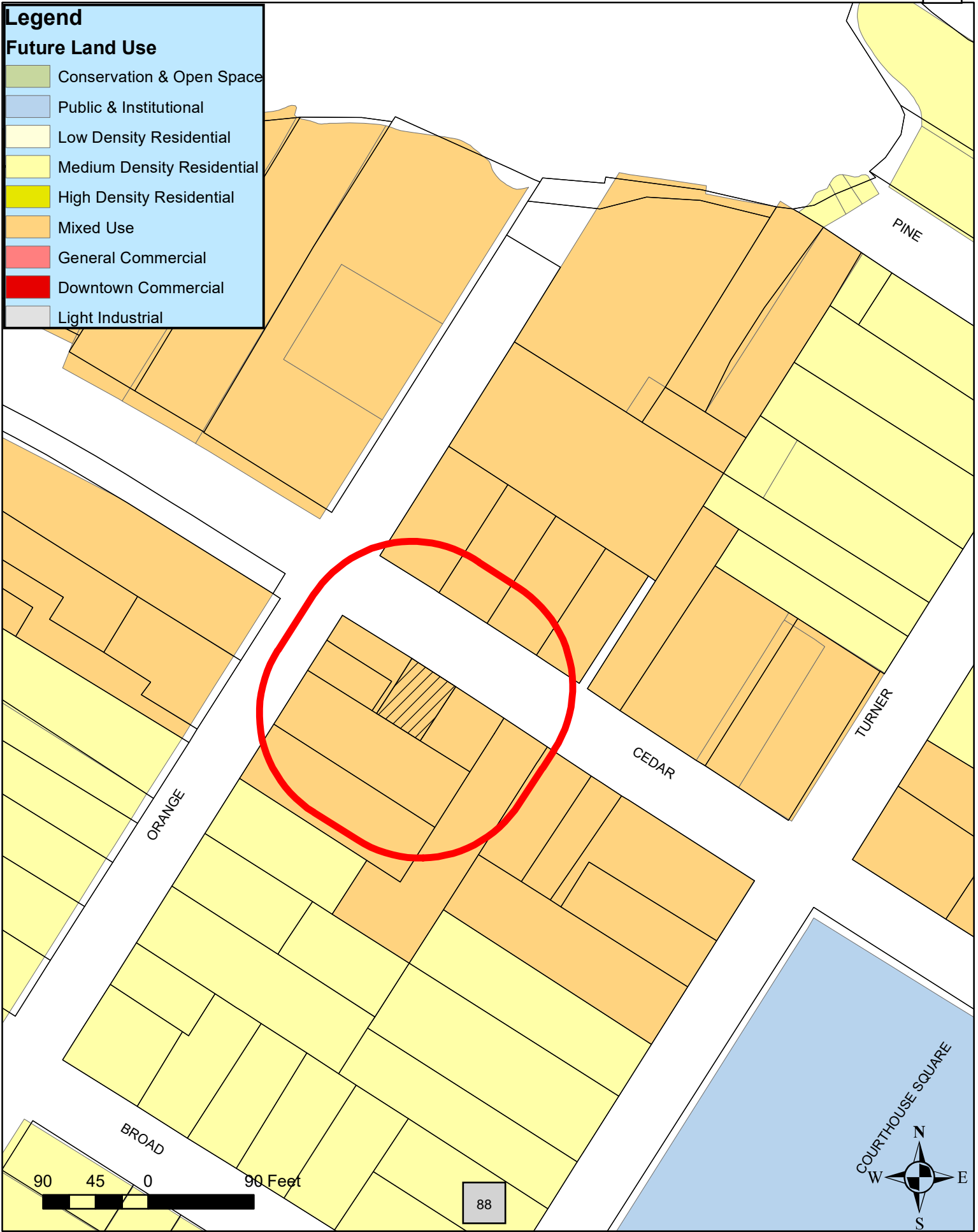


Rezoning - Case 21-21 - 302 Cedar Street - From B-1 to R-8 CAMA Future Land Use

Legend

Future Land Use

- Conservation & Open Space
- Public & Institutional
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- General Commercial
- Downtown Commercial
- Light Industrial



<u>OWNER</u>	<u>MAIL_HOU</u>	<u>MAIL_ST</u>	<u>MAIL_CITY</u>	<u>MAIL_ST/MAIL_ZI4/MAIL_ZI5</u>
BARGER,GARY T	307	CEDAR STREET	BEAUFORT	NC 28516
BOYCE,DEBORA SUE	414	ORANGE STREET	BEAUFORT	NC 28516
CASEY,PORTER C ETUX TIMPLA S	326	PAGE STREET	CLAYTON	NC 27520
DAVIS,JOHNNA	322	ORANGE STREET	BEAUFORT	NC 1821 28516
DEBUTTS,RICHARD E JR ETUX ANNA	320	ORANGE STREET	BEAUFORT	NC 28516
FLAKE,DONNA B ETVIR JERRY A	134	PARTRIDGE ROAD	WILMINGTON	NC 28412
MCFADYEN,W DAVID JR ETAL	306	CEDAR STREET	BEAUFORT	NC 28516
MCFAYDEN,W DAVID JR	608	MADAM MOORE LANE	NEW BERN	NC 28562
MEISLOHN,PETER R ETAL BARTA	208	LIVE OAK STREET	BEAUFORT	NC 28516
NEWTON,J JEFFERSON	710	CEDAR ST	BEAUFORT	NC 1906 28516
SWARTZ,W. BRUCE ETAL M. TR	304	ROSLYN ROAD	RICHMOND	VA 23226



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

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

Instructions:

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

APPLICANT INFORMATION

Applicant Name: Porter and Timpla Casey
Applicant Address: 302 Cedar St., Beaufort, NC
Phone Number: 919-961-1444 (Timpla) Email: timplastewart@gmail.com
919-395-2607 (Porter) portercaseyjr@gmail.com
Property Owner Name: Porter and Timpla Casey
Address of Property Owner: 326 Page St., Clayton, NC 27520
Phone Number: same as above Email: same as above

PROPERTY INFORMATION

Property Address: 302 Cedar St., Beaufort, NC
15-Digit PIN: 730617117684000 Lot/Block Number: 154 Old Town
Size of Property (in square feet or acres): 0.054 acres
Current Zoning: B-1 Requested Zoning: R-8
Current Use of Property: Residential Vacant Commercial Other: _____

Timpla Stewart 06/30/2021
Applicant Signature Date of Applicant's Signature

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

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

Application for an Amendment to the Beaufort Zoning Map

Applicant: Porter & Timpla Casey

Property: 302 Cedar St.

Attachment 1

A statement as to whether or not the proposed zoning amendment is consistent with the Beaufort Land Use Plan.

Statement from applicant:

The proposed zoning amendment of R-8 is consistent with the Beaufort Land Use Plan for future land use as mixed use, which allows residential use. Refer to Section IV – Subsection C Mixed Use Classification (page 93).

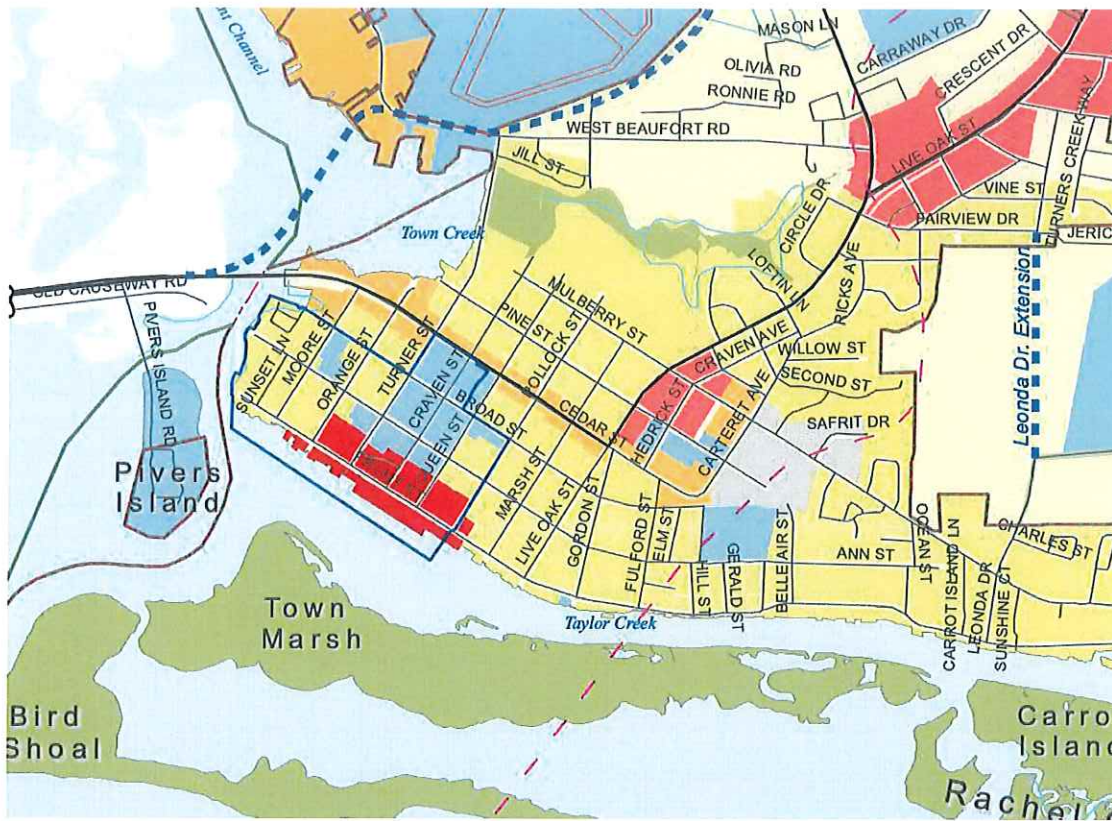


Figure 1. Snapshot from Beaufort CAMA Land Use Plan depicting mixed use along Cedar Street corridor.

Application for an Amendment to the Beaufort Zoning Map

Applicant: Porter & Timpla Casey

Property: 302 Cedar St.

Attachment 2

A statement as to how the zoning amendment will promote the public health, safety or general welfare of the Town of Beaufort.

Statement from applicant:

This property, if rezoned to R-8, allows restoration of this contributing historic structure (the P.D. Garner House) to building code and zoning ordinances which are designed to promote the public health, safety and welfare of the Town of Beaufort. Furthermore, improvement to this property helps maintain Beaufort's unique character, which we've grown to love over the last decade.

We appreciate the Calypso Cottage, and they are great neighbors, but our vision isn't to own a business and want to rezone our home to be more in alignment with how we intend to use it. The current zoning of B-1 prohibits us from using the property residentially.

Most other adjacent or nearby properties are already zoned or functioning as residential, and we want to make this property a special place for us to enjoy. We are excited about the changes coming to Cedar St., like the park, and look forward to enjoying them from our front porch.

Application for an Amendment to the Beaufort Zoning Map

Applicant: Porter & Timpla Casey

Property: 302 Cedar St.

Property Owners with 100 feet of 302 Cedar Street, Beaufort, NC

Barger, Gary T
NCPIN: 730617119742000

Physical Address: 307 Cedar Street, Beaufort, NC
Mailing Address: 307 Cedar Street, Beaufort, NC

Boyce, Debora Sue
NCPIN: 730617118757000

Physical Address: 303 Cedar Street, Beaufort, NC
Mailing Address: 414 Orange Street, Beaufort, NC

Davis, Johnna
NCPIN: 730617117617000

Physical Address: 322 Orange St., Beaufort, NC
Mailing Address: 322 Orange St., Beaufort, NC

Debutts, Richard E Jr Etux Anna
NCPIN: 730617117579000

Physical Address: 320 Orange St., Beaufort, NC
Mailing Address: 320 Orange St., Beaufort, NC

Flake, Donna B Etvir Jerry A
NCPIN: 730617118810000

Physical Address: 301 Cedar St., Beaufort, NC
Mailing Address: 134 Partridge Road, Wilmington, NC

Hart, Karen Churchill Trustee
NCPIN: 730617118595000

Physical Address: 308 Cedar St., Beaufort, NC
Mailing Address: 6605 Rexford Lane, Williamsburg VA

Mcfayden, W David Jr
NCPIN: 730617118621000

Physical Address: 304 Cedar St., Beaufort, NC
Mailing Address: 608 Madam Moore Lane, New Bern, NC

Mcfayden, W David Jr
NCPIN: 730617118534000

Physical Address: 306 Cedar St., Beaufort
Mailing Address: 608 Madam Moore Lane, New Bern, NC

Meislohn, Peter R etal Barta
NCPIN: 730617117629000

Physical Address: 324 Orange St., Beaufort, NC
Mailing Address: 208 Live Oak Street, Beaufort, NC

Newton, J Jefferson
NCPIN: 730617119704000

Physical Address: 305 Cedar Street, Beaufort, NC
Mailing Address: 710 Cedar St, Beaufort, NC

Swartz, W. Bruce Etal M. Tr
NCPIN: 730617117535000

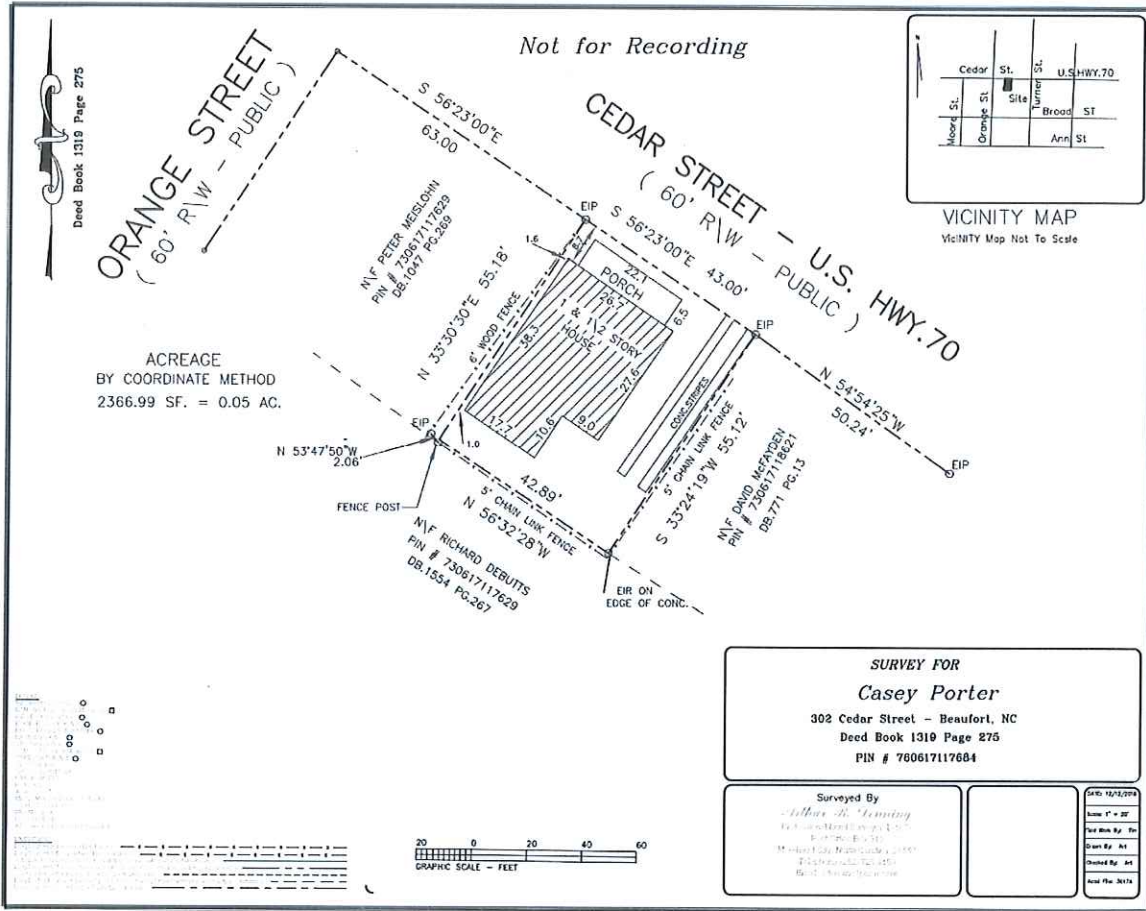
Physical Address: 318 Cedar Street, Beaufort, NC
Mailing Address: 304 Roslyn Road, Richmond, VA

Application for an Amendment to the Beaufort Zoning Map

Applicant: Porter & Timpla Casey

Property: 302 Cedar St.

Existing Survey of 302 Cedar St., Beaufort, NC

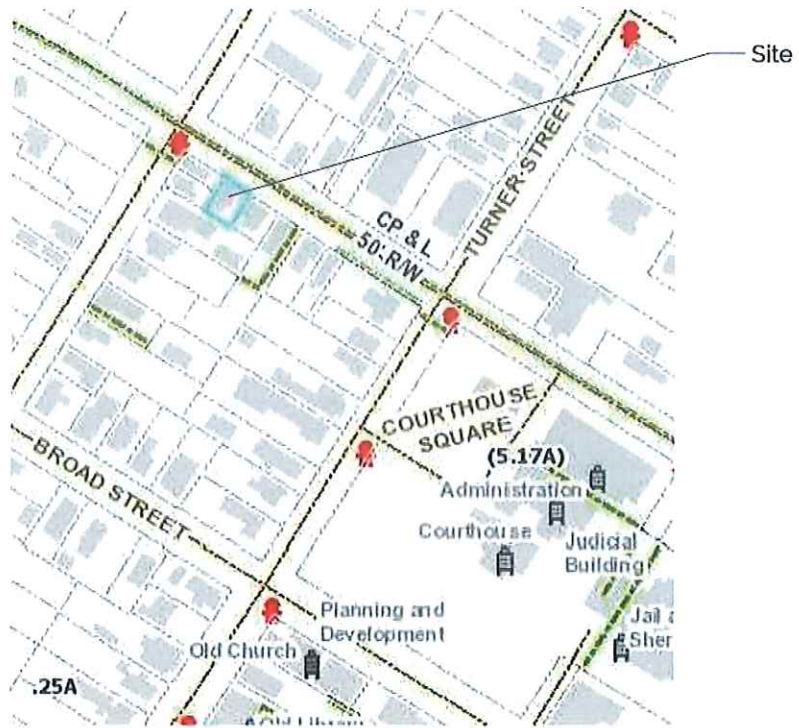


Application for an Amendment to the Beaufort Zoning Map

Applicant: Porter & Timpla Casey

Property: 302 Cedar St.

County GIS Map of 302 Cedar St., Beaufort, NC and abutting properties



Application for an Amendment to the Beaufort Zoning Map

Applicant: Porter & Timpla Casey

Property: 302 Cedar St.

Current Zoning Map for 302 Cedar St., Beaufort, NC and all abutting properties



Joy Lawrence 19P
CARTERET COUNTY
JL Date 08/27/2009 Time 16:28:00
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NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Joy Lawrence, Register of Deeds
Barbara Cahoon
Asst. Deputy, Register of Deeds

RE K+W

DEED OF TRUST

Return To: Fifth Third Mortgage Company
5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227

Prepared By: Fifth Third Mortgage Company
5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 27, 2009 together with all Riders to this document.

(B) "Borrower" is Porter Wayne Casey Jr and Timpla Stewart Casey, husband and wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Fifth Third Mortgage Company

Lender is a corporation

organized and existing under the laws of the state of Ohio

Lender's address is 5001 Kingsley DR, MD: 1MOCBQ, Cincinnati, OH 45227

Lender is the beneficiary under this Security Instrument.

(C-1) The name of the Mortgage Broker is

XXXXX0800
NORTH CAROLINA - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - Deed of Trust
VMP ©
Wolters Kluwer Financial Services

Initials: *Jac Pac*
XXXXX0800
Form 3034 1/01
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(19)

(D) "Trustee" is Kirkman Whitford Brady & Berryman, P.A.

(E) "Note" means the promissory note signed by Borrower and dated August 27, 2009
The Note states that Borrower owes Lender Eighty Four Thousand And Zero/100

Dollars

(U.S. \$84,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 01, 2024

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

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to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the _____ County of _____ Carteret [Type of Recording Jurisdiction] [Name of Recording Jurisdiction] See Attached

Parcel ID Number: 7306.17.11.7684000
302 Cedar Street
Beaufort
("Property Address"):

which currently has the address of
[Street]
[City], North Carolina 28516 [Zip Code]

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 22 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c)

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premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve, if permitted under Applicable Law, in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve, if permitted under Applicable Law. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an

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insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, if permitted under Applicable Law, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who

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co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it

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might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan

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servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with Applicable Law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of *five* % of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. Attorneys' fees must be reasonable.

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BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Porter Wayne Casey Jr (Seal)
Porter Wayne Casey Jr -Borrower

Timpla Stewart Casey (Seal)
Timpla Stewart Casey -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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[Space Below This Line For Notary Acknowledgment]

STATE OF NORTH CAROLINA, Carteret County ss:
I, CONNIE M. KESSEL,
a Notary Public of the County of CARTERET, State of North Carolina, do hereby
certify that Porter Wayne Casey Jr and Timpla Stewart Casey



who are known to me or proved to me on the basis of satisfactory evidence to be the person(s) described,
personally appeared before me this day, each acknowledging to me that he/she/they voluntarily signed the
foregoing instrument for the purpose stated therein, and in the capacity indicated.
Witness my hand and official seal this 27th day of August, 2009
My Commission Expires: 6/25/2011

Connie M. Kessel
Notary Public

STATE OF NORTH CAROLINA, County ss:
The foregoing certificate of , State of
a Notary Public of the County of ,
is certified to be correct.
This day of
Registrar of Deeds

By _____
Deputy Assistant

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SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 27th day of August, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Fifth Third Mortgage Company

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

302 Cedar Street
Beaufort, NC 28516
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

XXXXX0600

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Initials *JAC PWC*

VMP-365R (0811)

VMP Mortgage Solutions, Inc. (800)521-7291



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

Porter Wayne Casey Jr. (Seal)
Porter Wayne Casey Jr -Borrower

Timpia Stewart Casey (Seal)
Timpia Stewart Casey -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

XXXXX0600
MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT
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BEING A PORTION OF LOT 154 OLD TOWN AND BEGINNING AT A POINT LOCATED S 56-23 E 63 FEET FROM THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF CEDAR STREET AND THE EASTERN RIGHT OF WAY OF ORANGE STREET; THENCE FROM SAID POINT OF BEGINNING S 56-23 E 43 FEET WITH THE SOUTHERN RIGHT OF WAY OF CEDAR STREET TO AN IRON PIPE; THENCE S 33-37 W 55 FEET TO AN "L" CHIPPED IN THE CEMENT FOOTING; THENCE N 56-23 W 43 FEET TO A FENCE POST IN THE LINE OF CHARLES E MCKEE, II; THENCE N 33-37 E 55 FEET TO THE POINT OR PLACE OF BEGINNING. THE SAME BEING SHOWN ON A SURVEY BY JAMES L POWELL, RLS FOR MARY FRANCES BROOKS AND SALLY SMITH WYNNE DATED DECEMBER 11, 1987 TO WHICH REFERENCE IS MADE FOR A MORE CERTAINTY OF DESCRIPTION.

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for me



**BEAUFORT BOARD OF COMMISSIONERS
AN ORDINANCE TO REZONE 302 CEDAR STREET FROM B-1 to R-8 or CS-MU
ORDINANCE NO. 21-__**

Applicant: Porter & Timpla Casey
Location: 302 Cedar Street
Parcel ID: 7730617117684000
Lot Size: 2,352 Sq. ft. Total (based on GIS data)
Existing District: B-1 (General Commercial)
Meeting Date: August 9, 2021
Requested District: R-8 – Medium Density Residential or CS-MU Cedar Street – Mixed Use

WHEREAS, Porter & Timpla Casey have submitted a request to rezone the above referenced property to R-8; and

WHEREAS, the Beaufort Planning Board has convened to consider and prepare a recommendation and consistency statement on the request at its meeting on July 19, 2021, at which time the Planning Board recommended approval of the request as either R-8 or CS-MU; and

WHEREAS, the Beaufort Board of Commissioners conducted a public hearing on September 13, 2021 at which time the applicant and/or applicant’s representative was given the opportunity to present arguments, and Town staff was given the opportunity to comment on the application; and

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

1. The request is consistent with surrounding land use patterns and zoning in the area.
2. The proposed zoning of R-8 or CS-MU is consistent with the spirit and intent of the ordinance and the CAMA Core Land Use Plan.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Board of Commissioners on the basis of the foregoing findings and conclusions that the request to rezone 302 Cedar Street to R-8 or CS-MU is approved and the Town’s Zoning Map is amended accordingly.

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

This, the 13th day of September 2021

TOWN OF BEAUFORT

Everette (Rett) Newton, Mayor

Allen Coleman, 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
Virtual Work Session
6:00 PM – Monday, Sept. 13, 2021**

AGENDA CATEGORY: Reconvene Quasi-Judicial Proceeding
SUBJECT: Request for Special Use Permit – 1550 Lennoxville Road - Gas-Service Station (Jim Dandy Stores); Case No. 21-17

BRIEF SUMMARY:

The applicant has submitted a Special Use Permit to operate a Gas/Service Station on a 0.478 acre lot located at 1550 Lennoxville Road.

At their June 21, 2021 meeting the Planning Board recommended 3 to 1 to deny the Special Use Permit with the conditions that the applicant provide a Transportation Impact Analysis and Environmental Assessment of the site.

On August 9, 2021, the Board of Town Commissioners conducted a Quasi-Judicial proceeding on the special use permit request and received testimony from the applicant and individuals with standing. The Board voted to recess the QJ proceeding and reconvene at the next meeting (8/23/2021) and requested additional materials of the applicant including a traffic study and an environmental study.

On Aug. 23, 2021, the Board of Commissioners reconvened a quasi-judicial proceeding on a Special Use Permit application from Jim Dandy Stores to operate a gas/service station at 1550 Lennoxville Road. The Board voted to recess the proceeding until the Sept. 13, BOC Regular Meeting to be held virtually.

REQUESTED ACTION:

The Planning and Inspections Director recommends the Board reconvene the quasi-judicial proceeding, receive additional evidence and testimony from the applicants and/or individuals with standing, close the proceeding, and consider voting to approve, approve with conditions, or deny the special use permit request.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Kyle Garner, AICP

Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

STAFF REPORT

To: The Honorable Mayor & Board of Commissioners
From: Kyle Garner, AICP, Planning Director
Date: July 21, 2021
Case No.: 21-17

THE REQUEST: Special Use Permit for Jim Dandy Gas/Service Station

BACKGROUND:

Location: 1550 Lennoxville Road
 Owner: Sara Austin
 Applicant: Jim Dandy Stores
 CAMA Land Use: Medium Density Residential
 PIN: 730507699596000
 Size: .478 Acres
 Existing Land Use: Austin vet. Clinic
 Adjoining Land Use & Zoning: North - Single-Family Residences; Zoned R-8 (Briar Patch)
 South – Beaufort Walk Subdivision – Zoned TR (Transitional)
 West – The Oaks Subdivision - Zoned RC-5
 East – Single-Family Residences; Zoned R-8 (Ocean)

SPECIAL INFORMATION: This request will require an evidentiary hearing with presenters providing evidence, exhibits and testimony for the Board consideration when making their specific findings of fact for the Special Use Permit.

Public Utilities: Water Existing Service
 Sanitary Sewer Existing Service

ACTION:

1. Conduct Quasi-Judicial Hearing
2. Make findings of fact based on evidence, exhibits and testimony provided.
3. Approve/Deny the Special Use Permit based on Findings of Fact
4. Table decision until future meeting

Exhibit - A



COMMENTS:

Section 6-F - Height & Area Supplements & Exceptions allows the encroachment of the canopy to the property line (Lennoxville Road) See Section 6-F Exhibit.

Section 20-B - Special Use Permits (Special Use Permit Application Procedures) requires a complete application to include a site plan.

This item was discussed for about 2 hours at the July 19, 2021 Planning Board Meeting. About 15 property owners/residents expressed their concerns and provided information to the Board members to aid in their recommendation to the Board of Commissioners. After hearing from all parties the Planning Board voted 3 to 1 to recommend denial of the Special Use Permit to the Board of Commissioner's.

The Planning Board did offer the applicant the opportunity to resubmit the proposed site plan with the correct building height of the existing structure and address how it relates to other adopted plans as well as updating the application representing the actual request. Also, as part of their recommendation the Planning Board suggested that the applicant conduct a Traffic Impact Analysis (TIA) and an Environmental Assessment for the proposed site and submit that information to the Board of Commissioners.

SECTION 20 Special Use Permit (Town of Beaufort Land Development Ordinance)

E) Required Findings

1) In addition to any other findings or requirements as specified by any other section of this Ordinance, before any application for a special use may be granted or denied, the BOC shall make each of the following findings:

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



CAMA Core Land Use Plan

Generally, growth and land development is anticipated to occur in all future land use categories except for the Conservation/Open Space classification. The type and density/intensity of projected development varies within each Future Land Use Map classification. Future Land Use projections are delineated in Figure 8, Future Land Use Map. The Future Land Use Map classifications are considered part of the Land Use Plan’s policy.

Future Land Use Map Classifications

- **Medium Density Residential Classification.** The Medium/High Density Residential classification encompasses approximately 0.8 square miles (483 acres) or about 10 Percent of the total planning jurisdiction. The majority of the properties classified as Medium Density Residential are generally located immediately surrounding the Beaufort downtown area as well as north and east of the downtown area.
- The Medium Density Residential classification is intended to delineate lands where the predominant land use is higher density single-family residential developments and/or two-family developments. The residential density within this classification is generally 3 to 5 dwelling units per acre. Minimum lot sizes vary from 8,000 to 10,000 square feet unless a larger minimum lot area is required by the health department for land uses utilizing septic systems. Land uses within Medium Density Residential designated areas are generally compatible with the R-10, One or Two-family Residential; R-10MH, Single-family Residential and Manufactured Home; R-8, Medium Density Residential; and R-8A Single-family Medium Density Residential zoning districts. Public water is widely available and sewer service is required to support the higher residential densities in this classification. Streets with the capacity to accommodate higher traffic volumes are also necessary to support Medium Density Residential development.
- The Town’s goals and policies support the use of land in Medium Density-classified areas for single-family and two-family dwellings where adequate public utilities and streets are available or can be upgraded to support the higher residential densities encouraged in this classification.

Use of the Future Land Use Plan Map to Guide Development

In preparing the Future Land Use Map, consideration was given to land development objectives and policies, land suitability, and the ability to provide the infrastructure to support growth and development. The Future Land Use Map depicts the general location of projected patterns of future land uses. The Future Land Use Map is a plan or guideline for the future.

The ultimate use and development of a particular parcel of land will be determined by property owners’ desires, overall market conditions, implementation tools employed by the Town to regulate land use and development (such as the Town’s zoning ordinance, subdivision regulations, flood hazard regulations), the absence of specific natural constraints to development, and the availability of the necessary infrastructure (water, sewer, roads, etc.) to support development. Consequently, even though the Future Land Use Map may indicate a specific projected use in a



particular location, many factors come into play to determine if the projected use is appropriate and the land can be developed as projected. Also, formal amendments to the zoning ordinance and subdivision ordinance will be required to specifically authorize the type of mixed use development envisioned in this Land Use Plan.

Achieving the projected patterns of land use indicated by the Future Land Use Map will be greatly impacted by timing. Much of the projected land use indicated on the Future Land Use Map will not come to fruition without market demand. Therefore, market and economic conditions must be conducive for growth and development. While the Land Use Plan attempts to provide a general expectation of growth based upon projected population change, it simply cannot predict the economic future. The demand for houses, businesses, industries, etc. will fluctuate widely with economic conditions.

The timing of the provision of infrastructure improvements, particularly water and sewer services and roads, will also have a tremendous impact on growth and development. Development will occur where infrastructure is available or can be made available to sustain that development. Consequently, achieving the Future Land Use Map land use projections will depend in large part upon if and when infrastructure is provided. The provision of public infrastructure depends upon the capability to provide the service and demand for the service. Economic climate will be a major factor in both the capability to make infrastructure available and the level of service demand (*Core Land Use Plan*, Section IV: Plan for the Future, pg. 100).

Guide for Land Use Decision Making

The Land Use Plan, as adopted by the elected officials of the Town of Beaufort and as may be amended from time to time, will serve as the primary guide upon which to make land use policy decisions. Every land use policy decision, such as a rezoning request or approval of a conditional or special use permit, will be measured for consistency with the goals, policies, and recommendations of the Plan. The elected officials, Planning Board, Board of Adjustment, and Town staff should utilize the Land Use Plan as the basic policy guide in the administration of the zoning ordinance, subdivision regulations, and other land development regulatory tools. Persons involved in the land development business as well as the general public can also utilize the Land Use Plan to guide private decisions regarding land use and land development.

The policy statements and recommendations of the Land Use Plan can also be of assistance to the elected officials in making long-range decisions regarding such matters as the provision of municipal services, thoroughfare planning, storm water planning and management, implementation of economic development strategies, recreational facility planning, and preparation of capital and operating budgets.

It should be noted, however, that the Land Use Plan is one of a variety of guides in making a public policy decision. The Plan should be viewed as a tool to aid in decision making and not as the final decision (*Core Land Use Plan*, Section V: Tools for Managing Development, pg. 102).

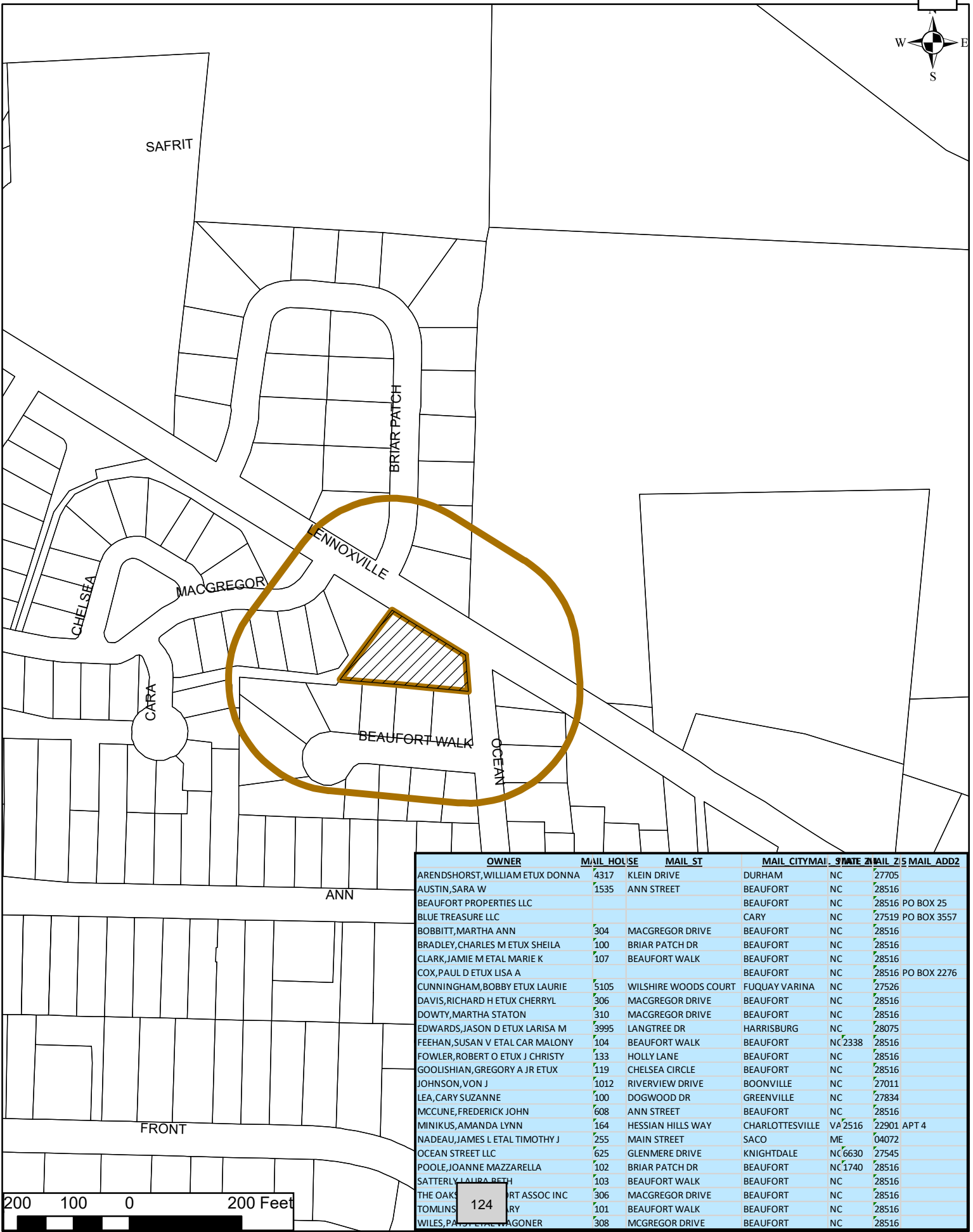


Exhibits:

- B- Vicinity Map
- C - Zoning Map
- D - CAMA Land Use Map
- E – Application (Revised)
- F - Site Plan (Revised)
- G - Elevation Drawing
- H - List of Property Owners within 200 feet
- I - Section 6-F (LDO)
- J – Light Industrial Zone Information
- K – Section 20 Special Use Permit Information

Case 21-17 Special Use Permit - Vicinity Map With Owners Within 200 Feet

1.

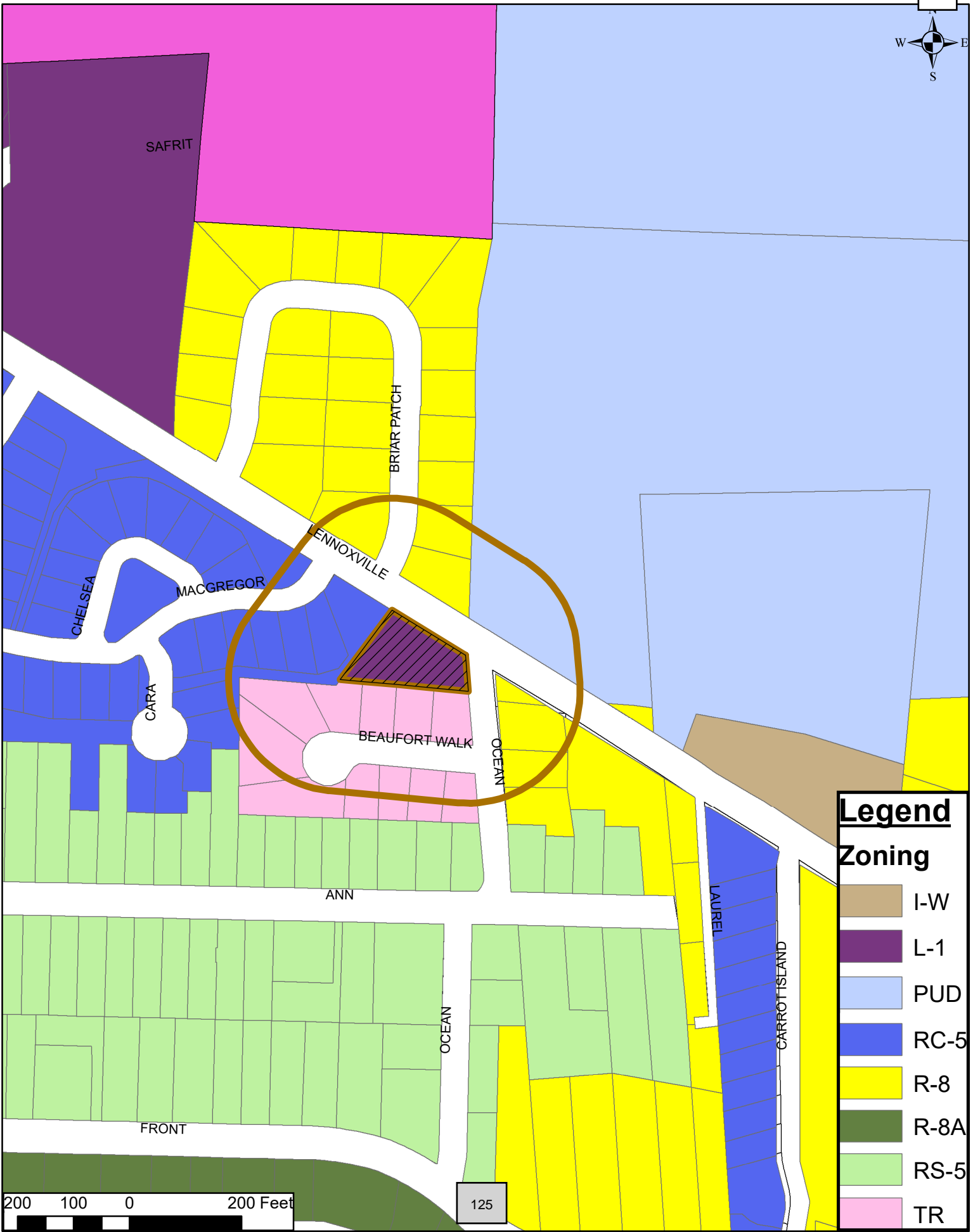


OWNER	MAIL HOUSE	MAIL ST	MAIL CITY/STATE	MAIL ZIP	MAIL ADD2
ARENDHORST, WILLIAM ETUX DONNA	4317	KLEIN DRIVE	DURHAM NC	27705	
AUSTIN, SARA W	1535	ANN STREET	BEAUFORT NC	28516	
BEAUFORT PROPERTIES LLC			BEAUFORT NC	28516	PO BOX 25
BLUE TREASURE LLC			CARY NC	27519	PO BOX 3557
BOBBITT, MARTHA ANN	304	MACGREGOR DRIVE	BEAUFORT NC	28516	
BRADLEY, CHARLES M ETUX SHEILA	100	BRIAR PATCH DR	BEAUFORT NC	28516	
CLARK, JAMIE M ETAL MARIE K	107	BEAUFORT WALK	BEAUFORT NC	28516	
COX, PAUL D ETUX LISA A			BEAUFORT NC	28516	PO BOX 2276
CUNNINGHAM, BOBBY ETUX LAURIE	5105	WILSHIRE WOODS COURT	FUQUAY VARINA NC	27526	
DAVIS, RICHARD H ETUX CHERRYL	306	MACGREGOR DRIVE	BEAUFORT NC	28516	
DOWTY, MARTHA STATON	310	MACGREGOR DRIVE	BEAUFORT NC	28516	
EDWARDS, JASON D ETUX LARISA M	3995	LANGTREE DR	HARRISBURG NC	28075	
FEEHAN, SUSAN V ETAL CAR MALONY	104	BEAUFORT WALK	BEAUFORT NC	28516	2338
FOWLER, ROBERT O ETUX J CHRISTY	133	HOLLY LANE	BEAUFORT NC	28516	
GOOLISHIAN, GREGORY A JR ETUX	119	CHELSEA CIRCLE	BEAUFORT NC	28516	
JOHNSON, VON J	1012	RIVERVIEW DRIVE	BOONVILLE NC	27011	
LEA, CARY SUZANNE	100	DOGWOOD DR	GREENVILLE NC	27834	
MCCUNE, FREDERICK JOHN	608	ANN STREET	BEAUFORT NC	28516	
MINIKUS, AMANDA LYNN	164	HESSIAN HILLS WAY	CHARLOTTESVILLE VA	2516	22901 APT 4
NADEAU, JAMES L ETAL TIMOTHY J	255	MAIN STREET	SACO ME	04072	
OCEAN STREET LLC	625	GLENMERE DRIVE	KNIGHTDALE NC	6630	27545
POOLE, JOANNE MAZZARELLA	102	BRIAR PATCH DR	BEAUFORT NC	28516	1740
SATTERLY, LAURA BETH	103	BEAUFORT WALK	BEAUFORT NC	28516	
THE OAKS RT ASSOC INC	306	MACGREGOR DRIVE	BEAUFORT NC	28516	
TOMLINS, RYAN	101	BEAUFORT WALK	BEAUFORT NC	28516	
WILES, PAUL ETAL WAGONER	308	MCGREGOR DRIVE	BEAUFORT NC	28516	

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Case 21-17 Special Use Permit - Zoning Map With Owners Within 200 Feet

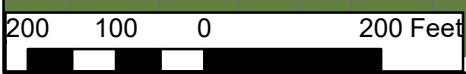
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Legend

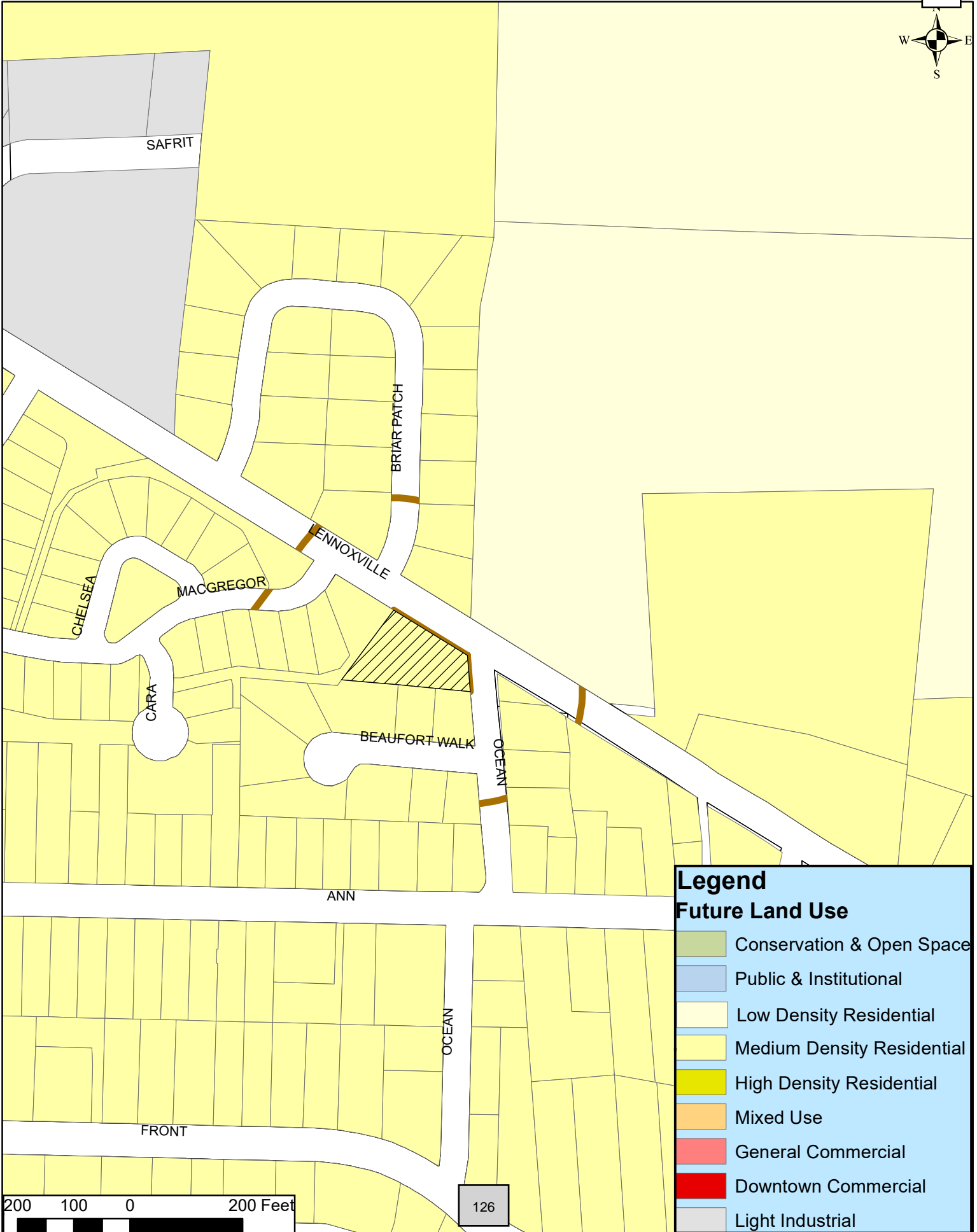
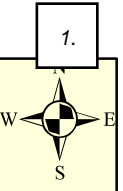
Zoning

	I-W
	L-1
	PUD
	RC-5
	R-8
	R-8A
	RS-5
	TR



125

Case 21-17 Special Use Permit - CAMA Map With Owners Within 200 Feet



Legend

Future Land Use

- Conservation & Open Space
- Public & Institutional
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- General Commercial
- Downtown Commercial
- Light Industrial



APPLICATION FOR A SPECIAL USE PERMIT

Instructions:

Please complete the form below including all required attachments, a **\$400.00 application fee**, and return to the Beaufort Town Hall; 701 Front Street; P.O. Box 390; Beaufort, N.C.; 28516. Incomplete applications will not be processed but will be returned to the applicant. Please call Planning and Inspections at (252) 728-2142 if there are any questions.

APPLICANT INFORMATION

Applicant Name: Jim Dandy Stores

Applicant Address: 812 Arendell Street, Morehead City, NC 28557

Phone Number: (252) 247-6902 Email: jmdavisoil@outlook.com

Property Owner Name: Sara W. Austin

Address of Property Owner: 1550 Lennoxville Road, Beaufort, NC 28516

Phone Number: (252) 838-9028 Email: n/a

PROPERTY INFORMATION

Property Address: 1550 Lennoxville Road, Beaufort, NC 28516

15-Digit PIN: 730507699596000 Lot/Block #: n/a

Size of Property (in square feet or acres): 0.478 Current Zoning: L-1

Current Use of Property: Veterinarian Requested Use: Gas/Service Station

An application fee of **\$400.00**, 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 **Land Development Ordinance**, Sections 20 & 27, and all other pertinent sections of the Ordinance for information required to accompany this application. Any plans or documents submitted should be submitted in an electronic or digital format and one printed color copy of such documents submitted with the application.

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

[Signature]
Applicant Signature

7/20/21
Date of Applicant's Signature

[Signature]
Property Owner Signature (if different than above)

7/20/21
Date of Owner's Signature

OFFICE USE ONLY

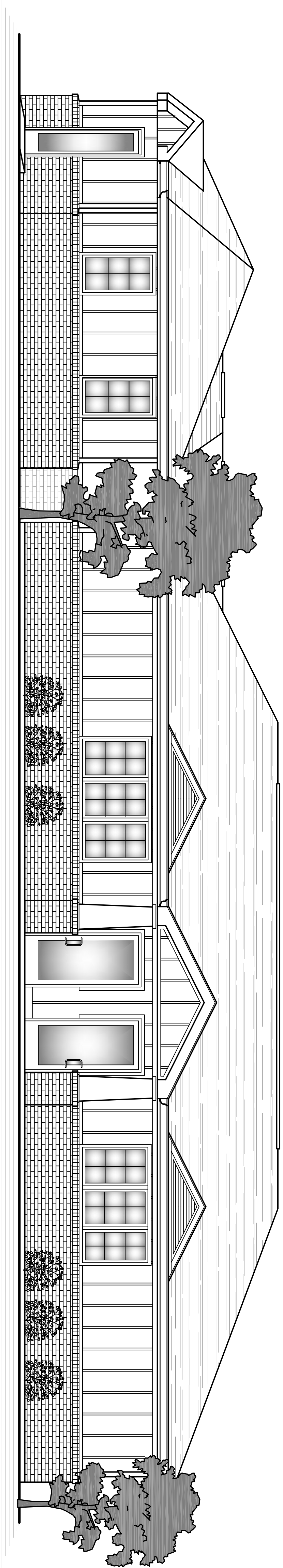
Revised 8/2020

Date: _____

Reviewed for Completeness By: _____

Received by: _____

Date Deemed Complete and Accepted: _____



EXISTING FRONT ELEVATION OF AUSTIN VETERINARY
 SCALE: 1/4" = 1'-0"

129

REVISIONS		
NO.	DATE	BY



PAUL SUTTON
 (P): 252-524-1644
 (E): psutton@tidelandco.com

WILL CLARK
 (P): 252-814-7979
 (E): wclark@tidelandco.com

A NEW PROPOSED SITE PLAN FOR:
JIM DANDY #4

AUSTIN VETERINARY 1550 LENNOXVILLE ROAD BEAUFORT, NORTH CAROLINA

DATE	06.01.2021
SCALE	AS NOTED
DRAWN BY	JBC
B1	

<u>OWNER</u>	<u>AIL_HOU</u>	<u>MAIL_ST</u>	<u>MAIL_CITY</u>	<u>L_SMAIL_Z</u>	<u>MAIL_ZI</u>	<u>MAIL_ADD2</u>
ARENDSHORST,WILLIAM ETUX DONNA	4317	KLEIN DRIVE	DURHAM	NC	27705	
AUSTIN,SARA W	1535	ANN STREET	BEAUFORT	NC	28516	
BEAUFORT PROPERTIES LLC			BEAUFORT	NC	28516	PO BOX 25
BLUE TREASURE LLC			CARY	NC	27519	PO BOX 3557
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CLARK,JAMIE M ETAL MARIE K	107	BEAUFORT WALK	BEAUFORT	NC	28516	
COX,PAUL D ETUX LISA A			BEAUFORT	NC	28516	PO BOX 2276
CUNNINGHAM,BOBBY ETUX LAURIE	5105	WILSHIRE WOODS COURT	FUQUAY VARINA	NC	27526	
DAVIS,RICHARD H ETUX CHERRYL	306	MACGREGOR DRIVE	BEAUFORT	NC	28516	
DOWTY,MARTHA STATON	310	MACGREGOR DRIVE	BEAUFORT	NC	28516	
EDWARDS,JASON D ETUX LARISA M	3995	LANGTREE DR	HARRISBURG	NC	28075	
FEEHAN,SUSAN V ETAL CAR MALONY	104	BEAUFORT WALK	BEAUFORT	NC 2338	28516	
FOWLER,ROBERT O ETUX J CHRISTY	133	HOLLY LANE	BEAUFORT	NC	28516	
GOOLISHIAN,GREGORY A JR ETUX	119	CHELSEA CIRCLE	BEAUFORT	NC	28516	
JOHNSON,VON J	1012	RIVERVIEW DRIVE	BOONVILLE	NC	27011	
LEA,CARY SUZANNE	100	DOGWOOD DR	GREENVILLE	NC	27834	
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OCEAN STREET LLC	625	GLENMERE DRIVE	KNIGHTDALE	NC 6630	27545	
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SATTERLY,LAURA BETH	103	BEAUFORT WALK	BEAUFORT	NC	28516	
THE OAKS AT BEAUFORT ASSOC INC	306	MACGREGOR DRIVE	BEAUFORT	NC	28516	
TOMLINSON,RITA MARY	101	BEAUFORT WALK	BEAUFORT	NC	28516	
WILES,PATSY ETAL WAGONER	308	MCGREGOR DRIVE	BEAUFORT	NC	28516	

SECTION 6 Height and Area Exceptions and Supplements

The following requirements or regulations qualify or supplement, as the case may be, the zone regulations or requirements appearing elsewhere in this Ordinance.

A) *Allowed Projections into Required Yards.*

Certain architectural features, fences, walls, and hedges may project into required yards as follows as long as the corner lot visibility provisions as specified in subsection D of this section shall be observed;

- 1) Cornices, eaves, and sills – not more than two feet (2') into any required yard;
- 2) Balconies, bay windows, and chimneys – not more than three feet (3') into any required yard;
- 3) Planted buffer strips, hedges, fences, or walls, not exceeding four feet (4') in height, shall be exempt from the front yard and front building setback line requirements of this Ordinance;
- 4) Planted buffer strips, hedges, fences, or walls, not exceeding six feet (6') in height, erected in side and rear yards shall be exempt from the yard and building setback requirements of this Ordinance; and,
- 5) Open or enclosed fire escapes, outside stairways, balconies, and other necessary unenclosed projections, protruding into a minimum yard not more than thirty-two inches (32") may be permitted where such projections are so placed as not to obstruct the light and ventilation.
- 6) Paved driveways and walkways at grade as long as all impervious surface limits are met.
- 7) Trees, shrubs, and vegetation.
- 8) Every part of a required yard shall be open from its lowest point to the sky unobstructed except as permitted in sections A- 1 through A-7 of this subsection.
- 9) When adjacent lots of record are under single control by a lease agreement or a combination of ownership and lease agreement, temporary structures such as manufactured homes, manufactured offices, utility buildings, accessory buildings, etc., may extend across any common lot line(s) of the adjacent lots of record under such lease agreement. The location of such structures shall not conflict with any off-street parking requirements, on-site traffic circulation, or other applicable regulatory codes. Upon the expiration of the lease agreement, such structure must be removed to conform to the standard side or rear yard setbacks of the district within sixty days of expiration of the lease agreement.

B) *Vacant Lot Exceptions.*

If a vacant lot is adjacent to an existing lot containing an existing dwelling on the lot, and such dwelling is situated less than the required front building setback line, the required minimum front building setback line for the vacant lot shall be a line projected along the front wall of the main building to the adjacent lot and across the vacant lot. In cases where existing dwellings are situated on both sides of the vacant lot and each exists less than the

required minimum front building setback line, the required minimum front building setback line for the vacant lot shall not be less than the average of the two front building setbacks of the existing dwellings.

C) Board Action.

In the case of a housing project consisting of a group of two or more buildings to be constructed on a plot of ground of at least two acres and not subdivided into the customary streets and lots, and where the existing or contemplated street and layout makes it impractical to apply the requirements of this Ordinance to the individual buildings in such housing project(s), the application of such requirements for such housing project(s) may be adjusted by the Board of Adjustment (BOA) in a manner which will be in harmony with the characteristics of the neighborhood, will substantially insure the same kind of occupancy, when the density of land use will be no higher than allowed by this Ordinance , and a standard of open space will be at least as high as required by this Ordinance in the district in which such proposed project is to be located. In no case shall the BOA authorize a use, a building height, or a building area prohibited in the district where the housing project is to be located, provided; however, the BOA shall not exercise the authority permitted by this subsection unless or until the Board of Commissioners (BOC) has approved such housing project(s) after receiving a recommendation from the planning board.

D) Height Restrictions.

- 1) Height restrictions will be determined by the specific zoning district whether inside the Town corporate limits or within the ETJ area.
- 2) Fixtures and architectural features which are not capable of occupation, such as chimneys, cupolas, domes, elevator shafts, heating and air conditioning equipment, solar collectors, and similar equipment, fixtures and devices and antennae, and which extend no more than ten feet (10') above the highest point on the structure, shall be allowed if the base of such architectural feature or fixture has a square footage which is ten percent (10%) or less than the square footage of the highest habitable floor on the structure.
- 3) Any nonconforming residential structure in a specific zoning district which exceeds the height limitation for its specific zoning district and is damaged or destroyed by fire, flood, wind, or act of God, may be rebuilt to the dimension of such building or structure as it existed prior to the damage or destruction and according to the North Carolina State Building Codes.
- 4) Any building or structure in existence on the effective date of this Ordinance may be raised the minimum amount necessary to bring the structure into compliance with the prescriptive minimum flood elevation as determined by the National Flood Insurance program regulations, notwithstanding raising such building or structure will increase its overall height above the building height limitations established herein.

E) Exemptions.

In addition to those fixtures and architectural features allowed to extend above the maximum height limits provide in subsection D-2 of this section, the following are also exempted from the building height limit established in this Ordinance:

- 1) School gymnasiums,
- 2) The Carteret County Courthouse,
- 3) Public utility poles and towers (except towers may be subject to other limits or procedures in this Ordinance),
- 4) Municipal and public water towers,
- 5) Permitted communication towers,
- 6) Bell towers, steeples, and spires on structures used for religious purposes, elevator shafts, chimneys, and similar structural appendages not intended for occupancy or storage;
- 7) Flagpoles.

F) Canopies.

A canopy in a conforming nonresidential land use which is totally or partially supported by a structural pillar (upright support), such as but not limited to a canopy over gasoline pumps, may extend to the street right-of-way line or property line of a nonresidential use or nonresidential zone, provided such pillar is located at least ten feet (10') from a property line and the canopy is open on all four sides. Any side of a canopy may be enclosed provided the enclosed side meets the required building setback lines established herein.

E) ***L-I Light Industrial District.***

This district is established to provide for the industries and for certain commercial establishments which in their normal operations have little or no adverse effect upon adjoining properties.

1) Minimum Lot Size.

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

2) Minimum Lot Width.

All lots in the L-I district shall have a minimum lot width of eighty feet (80') at the minimum building line.

3) Building Setback and Building Height Requirements and Limitations.

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

Table 9-7 Lot Requirements

<i>District</i>	<i>Front Setback (Right-of-Way)</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Building Height Limitation</i>
L-I	20 feet	20 feet	15 feet	40 feet

4) Accessory Building Setback Requirements.

All accessory buildings must comply with the setback requirements as set forth in section 2-F of this Ordinance, section 6 of this Ordinance, section 15 of this Ordinance, and all sections of this Ordinance.

5) Permitted Uses.

- | | |
|--|--|
| Antenna Co-Location on Existing Tower | Kennel, Indoor Operation Only |
| Aquaculture | Kennel, Indoor/Outdoor Operation |
| Athletic Field, Public | Manufacturing, Light |
| Boat Sale/Rentals | Mini-Storage |
| Car Wash | Motor Vehicle Sale/Rentals |
| Club, Lodge, or Hall | Neighborhood Recreation Center, Public |
| Community Garden | Office: Business, Professional, or Medical |
| Concealed (Stealth) Antennae & Towers | Other Building Mounted Antennae & Towers |
| Dock | Outdoor Retail Display/Sales |
| Dry Boat Storage | Outdoor Storage |
| Farming, General | Park, Public |
| General Industrial Service | Parking Lot |
| Government/Non-Profit Owned/Operated Facilities & Services | Parking Structure |
| Heavy Equipment Sale/Rentals | Personal Service Establishment |
| Heavy Vehicle Repair | Public Safety Station |

Public Utility Facility
Religious Institution
Resource Conservation Area
Satellite Dish Antenna
Signs, Commercial Free-Standing
Temporary Construction Trailer
Towing & Vehicle Service

Transportation Facility
Utility Minor
Vehicle Charging Station
Vehicle Service
Warehousing and Distribution
Establishment
Wholesale Establishment

6) Special Use (*Special Uses* text may be found in section 20 of this Ordinance).

Adult Entertainment
Adult-Oriented Retail Establishment
Commercial Indoor Recreation Facility
Commercial Outdoor Amphitheater
Commercial Waterfront Facility
Commercial, Outdoor Recreation
Facility
Gas/Service Station
Golf Driving Range
Marina
Microbrewery

Microdistillery
Mixed Use
Other Freestanding Towers
School, Post-Secondary
Tavern/Bar/Pub with Indoor Operation
Tavern/Bar/Pub with Outdoor
Operation
Theater, Large
Theater, Small
Utility Facility

SECTION 20 Special Use Permits

A) *General.*

Special uses are practices which are not permitted by right in any zoning district in the Town of Beaufort, but may only be granted after due consideration by the Board of Commissioners (BOC). The consideration of a special use application is a quasi-judicial function requiring evidentiary hearings and specific findings of fact. Special use permits may only be granted by the BOC following a recommendation by the planning board and the quasi-judicial review process as stipulated in this section.

B) *Special Use Permit Application Procedures.*

- 1) A written application for a special use permit in all zones shall be submitted to the Town's Planning and Inspections Department in accordance with the requirements of section 1-M of this Ordinance and all applicable administrative regulations. The application shall include:
 - a) A proposed use site plan which contains information documented in section 18-C of this Ordinance and the specific information features below:
 - i) A vicinity map and survey of the parcel which shall include the zoning and use of all adjacent properties;
 - ii) A legend identifying all symbols on the map;
 - iii) A North arrow and a scale;
 - iv) A preliminary design of the proposed use which shows all existing and proposed structures, parking layouts, driveways, buffering, landscaping, points of ingress and egress, easements, minimum building lines, and street rights-of-way;
 - v) A site data block of features which includes the proposed use(s), square footage of the proposed and existing structure(s), site zoning, total acreage, number of lots, minimum lot size, and average lot size;
 - vi) The map book, page number, and deed book information;
 - vii) A note stating whether any portion of the property is included in any adopted Town plan; and,
 - viii) Any other related information requested by Town staff, the planning board, or the BOC.
 - ix) All required environmental permit improvements needed for the property.
 - b) The special use permit sought; and,
 - c) Information supporting the existence of the required findings, and providing such plans or other relevant data as may be required by the Town.
- 2) Whenever an application is submitted for a special use permit in a residential zone, the applicant shall also include:
 - a) A narrative which illustrates the appropriateness of the proposed use in a residential zone. This narrative shall also describe all the architectural design features which make the proposed use and associated building compatible with the urban character of the residential neighborhood;
 - b) The submitted site plan shall also include all street front architectural elevation drawings to insure the building(s) compatibility with the surrounding residential structures; and,

- c) Additionally, the BOC and town staff may require a professional rendering or any other graphic illustration of the proposed structure.
- 3) The application shall be reviewed by town staff and submitted with comments and recommendation to the planning board for review. After the planning board makes its recommendation, the application shall be forwarded to the BOC for consideration.

C) *Quasi-Judicial Proceeding Notification Requirements.*

The Town shall schedule a quasi-judicial proceeding for the application and BOC consideration after reasonable opportunity for staff and planning board review by providing public notice no more than thirty days after receipt of the completed application. The notice of a quasi-judicial proceeding shall be given using the standards set forth in section 3-E of this Ordinance with the exception of the following:

- 1) The notice shall be given once a week for two successive calendar weeks and published in a newspaper having general circulation within Town. The first publishing shall not be less than ten days or not more than twenty-five days before the date affixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included as documented.
- 2) All property owners within two hundred feet (200') of the lot boundaries on all sides of the subject lot as listed in the county tax records shall be mailed by the Town a notice of the quasi-judicial proceeding on the proposed special use application by first class mail at the address listed for such owners on the county tax abstracts. The notice shall identify the location and briefly describe the proposed special use. Section 3-E (2) of this Ordinance gives direction on when the notices shall be mailed.
- 3) The Town shall prominently post a sign giving notice of the quasi-judicial proceeding on or immediately adjacent to the subject area reasonably calculated to give public notice of the proposed special use public hearing not more than ten days prior to the hearing date. The wording of such sign should be similar to what is in section 3-E (4) of this Ordinance.

D) *Procedures on Special Use Applications.*

In considering whether to approve an application for a special use permit, the BOC shall proceed as follows:

- 1) The BOC shall hold the quasi-judicial proceeding and consider relevant information regarding whether the required findings under subsection E of this section exist and whether the special use is appropriate in the proposed location. The BOC shall hear relevant information from the applicant, adjoining property owners, the Town Manager, the planning board, planning officials, and any interested or affected members of the public. Parties may appear in person, by designee, or by attorney to present information relevant to the requirements of the Ordinance.
- 2) The BOC shall consider whether the application complies with each individual required finding specified in subsection E of this section. The BOC need not make the required findings at the time of the hearing and may call for additional information if needed. If the special use permit application is approved, the BOC motion shall contain language showing all the required findings under subsection E of this section have been met, and in the absence of specific findings, it shall be conclusively presumed the application complies with all the findings in subsection E of this section.
- 3) The BOC shall render a decision within a reasonable period of time not to exceed ninety days after holding the quasi-judicial proceeding for the proposed special use application.

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The BOC need not issue a decision at the time of the hearing if additional information is needed and may continue said hearing until a later date.

- 4) If the application is found not to be in compliance with one or more of the required findings of subsection E of this section or any other applicable section of this Ordinance, the application shall be denied. Such motion shall specify the particular findings the application fails to meet. It shall be conclusively presumed the application complies with all requirements not noted by the BOC in their motion to deny the application.
- 5) Notwithstanding the specific requirements of this Ordinance, the BOC may impose additional conditions and reasonable requirements upon the requested special use permit in order to ensure the use is consistent with the required findings as specified under subsection E of this section. The BOC may place an expiration date on the special use permit if a building permit is not secured within a certain period of time. If the special use permit is not renewed periodically by the recipient of the permit, it will expire on the date given to the permit by the BOC.
- 6) After the BOC renders its decision on the special use permit application, the reasons for granting or denying the application shall be made in writing. A written copy of the conclusion(s) of the BOC about the facts of the case and the board's corresponding decision shall be forwarded to the applicant within ten days.

E) Required Findings.

- 1) In addition to any other findings or requirements as specified by any other section of this Ordinance, before any application for a special use may be granted or denied, the BOC shall make each of the following findings:
 - a) The proposed use is an allowable special use in the zoning district it is being located within;
 - b) The application is complete;
 - c) The location and character of the use will be in conformity with the Town's land use plan and other comprehensive planning elements;
 - d) Streets, driveways, parking lots, traffic control, and any other traffic circulation features shall be designed and provided in accordance with current traffic engineering standards and Town regulations and found to be adequate for the proposed special use;
 - e) The proposed special use will not substantially injure the value of adjoining or abutting properties;
 - f) The proposed special use will be compatible and in harmony with adjoining land uses and the development patterns of the immediate area; and,
 - g) The proposed use will not materially endanger the public health or safety of the community if located where proposed and developed according to the submitted and approved plan.
- 2) The BOC shall make its findings based on "competent evidence" as described in N.C.G.S. 160A-393 (k) and will be cognizant the statute provides in part "competent evidence" shall not be deemed to include the opinion testimony of lay witnesses as to any of the following:
 - a) The use of property in a particular way would affect the value of other property.
 - b) The increase in vehicular traffic resulting from a proposed development would pose a danger to the public safety.

- c) Matters about which only expert testimony would generally be admissible under the rules of evidence.
- 3) Compatibility Standards for Special Uses in Residential Zones:
In deciding whether the architectural elements of the proposed special use in a residential zone will be compatible with the adjoining buildings, the BOC shall review said proposal in reference to the following architectural elements:
 - a) Size (footprint);
 - b) Height;
 - c) Proportion and scale;
 - d) Roof shape(s);
 - e) Setbacks;
 - f) Location, size, and number of openings (doors and windows);
 - g) Materials;
 - h) Color; and,
 - i) Texture.

F) **Special Use Guidelines.**

1) Adult Establishments.

- a) No building, structure, or any portion thereof nor any portion of a lot or parcel or property shall be used for an adult establishment at a location closer than one thousand feet (1000') from any other adult establishment; or closer than one thousand feet (1000') from any residentially zoned property, pre-school, child care, nursery school, day care, K-12 school, public playground, or church situated within the Town limits or the ETJ.
- b) Plans are required and must show:
 - i) Locations of buildings and signs and the size of the plan;
 - ii) Proposed points of access and egress and patterns of circulation;
 - iii) Layout of parking spaces;
 - iv) Lighting plan inclusive of wattage and illumination; and,
 - v) Landscape plan.

2) Day Care Centers (Including Kindergarten).

- a) One parking space shall be provided for each adult attendant and one parking space provided for every six children or fraction thereof.
- b) Section 19 of this Ordinance gives the screening/buffering and fencing guidelines required for this application.
- c) Plans are required and must show:
 - i) Location and approximate size of all existing and proposed structures and buildings within the site and on the lots adjacent thereto;
 - ii) Proposed points of access and egress and pattern of circulation;
 - iii) Layout of parking spaces;
 - iv) Location and extent of open play area(s);
 - v) Day care center shall provide one hundred square feet (100 ft²) of play area space per pupil.

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- vi) Outdoor play area shall be enclosed by a solid or open fence or wall at least four feet (4') in height. Where the outdoor play area is directly adjacent to a residentially used or zoned lot, a solid fence or wall at least six feet (6') high or the maximum applicable fence or wall height limitation for the district or an open fence at least four feet high (4') and a screen planting designed to grow three feet (3') thick and six feet (6') high shall be created. The BOC may at its discretion, require additional screening/buffering and/or fencing elements to be located adjacent to abutting nonresidential land uses.
- vii) In residential districts, a day care center shall not be operated between the hours of 7:00 p.m. and 7:00 a.m. unless with written approval by the BOC.
- viii) Landscape plan.

3) Radio or Television Transmitter.

- a) Minimum lot area – at least three acres in area.
- b) One parking space is required at the site.
- c) Plans are required and must show:
 - i) Location and approximate size of all existing and proposed structures within the site and within one thousand linear feet in all directions;
 - ii) Proposed points of access and egress;
 - iii) Proposed off-street parking spaces; and,
 - iv) Protective fencing at least six feet (6') high with three stands of barbed wire turned out and ten feet (10') from the perimeter of the antenna base shall be established.

4) Telecommunication Tower.

- a) Guy-wire towers shall not be permitted.
- b) Co-location towers shall be permitted.
- c) Height of communication towers shall be regulated by the Federal Aviation Administration (FAA).
- d) Communication towers are prohibited in front yards and shall be in compliance with the Telecommunication Act of 1996.
- e) Local governments have no ability to prohibit towers on the basis of environmental or health issues according to the Federal Radio Frequency Emission Standards.
- f) The BOC may deny a permit based upon a tower's influence on property value or aesthetics.
- g) A minimum lot size of one-half acre per tower shall be met; however, the Telecommunication Tower shall be placed on a lot of sufficient size, and in a position on the lot, if the tower falls, no part of it will fall onto adjacent property. Variances shall not be allowed.
- h) Landscaping and screening/buffering are required as approved by the planning board and according to section 15 and section 19 of this Ordinance.
- i) A six-foot (6') high protective barrier shall be required around the base of the tower. The barrier shall be a masonry wall, chain link fence, solid wood fence, or opaque barrier as described in section 19 of this Ordinance.
- j) Setback requirements shall be according to the district in which the tower is located.
- k) Towers shall be lighted to satisfy the FAA requirements.

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- l) Towers shall be removed within ninety days following abandonment of such towers.
- m) Towers shall be removed by the property owner within one hundred eighty days following damage or termination of operation resulting in inoperable towers or towers where the owner of the tower shows no intent to repair said tower. Blown over towers shall also be removed by the owner of such tower under this guideline.
- n) Any advertising signage is strictly prohibited on towers.
- o) Towers shall be painted blue or gray if not otherwise required by the FAA.
- p) The owner must provide adequate insurance coverage for any potential damage caused by or caused to the tower.
- q) For permitting purposes, site plans are required as defined in section 18 of this Ordinance and shall show all of the following additional features:
 - i) Identification of intended user of tower.
 - ii) Documentation by registered engineer shows tower has sufficient structural integrity to accommodate more than one user.
 - iii) Statement from owner indicating his intent to allow shared use of the tower and how others will be accommodated.
 - iv) Evidence the property owners of residentially zoned/used property within three hundred feet of the base of the proposed tower, would be notified prior to the special use application being heard by the BOC.
 - v) Documentation which shows towers over a certain height are absolutely necessary for the provision of service (i.e., a tower up to one hundred ninety-six feet (196') cannot provide a reasonable level of service).
- r) The BOC shall determine if a tower is in harmony with the area and compatible with adjacent properties and may consider the aesthetic effects of the tower as well as mitigating factors concerning aesthetics. The BOC may disapprove a tower based on the grounds the aesthetic effects are unacceptable and a new site should be proposed. The following factors shall be considered:
 - i) Protection of the view in scenic areas, unique natural features, scenic roadways, historic sites, etc.
 - ii) Prevention of a concentration of towers in one certain area; and,
 - iii) Height, design, placement, and other characteristics could be modified to have a less intrusive visual impact.

5) Marinas.

- The requirements below are for marinas and for proper disposal of sewage from boats:
- a) All slips over thirty feet (30') shall provide a permanent pump-out connection so a hose of not more than thirty feet (30') can reach the mid-point of the slip.
 - b) Any vessel with a permanently installed marine sanitation devise shall be located so the holding tank can be pumped-out using a hose not to exceed thirty feet (30').
 - c) Mobile pump-out equipment may not be used to meet the requirements of subsections 5a) and 5b) of this section.
 - d) A marina may not charge marina tenants an additional fee to pump-out their holding tanks.
 - e) When a T-head of a dock is unoccupied during regular business hours, the marina shall provide public access to the pump-out facility for a nominal fee.

6) Office: Small Business.

Property owners may be granted a special use permit for an Office: Small Business in a Residential Zoning District if identified as a *Small Business* as defined in section 4 of this Ordinance.

- a) In addition to application requirements outlined in subsection B of this section, special use permit applications must include the following:
 - i) Detailed narrative describing the activities associated with the requested use;
 - ii) Number of employees requested to work on site;
 - iii) Requested business hours of operation;
 - iv) Estimated number of clients served on site per day; and,
 - v) Detailed drawing or photographs, including measurements, of signage if requested.
- b) Signage will be reviewed by the BOC at the time of the special use permit and will meet the following standards:
 - i) Not more than one sign is permitted;
 - ii) Sign will not exceed an area of two square feet (2 ft²);
 - iii) Colors will be compatible with those of the structure and will not detract from the residential characteristics of the structure;
 - iv) Sign will be affixed flatly against the building; and,
 - v) Directly lighted and/or neon signage is not permitted.
- c) Conditions: The BOC may impose reasonable conditions as it deems necessary for the protection of the public health, general welfare, and public interest regarding:
 - i) Compatibility. The compatibility of the proposal, regarding both use and appearance, with the surrounding neighborhood;
 - ii) Hours of Operation. The frequency and duration of indoor/outdoor activities and the impact of the surrounding area;
 - iii) Noise. The added noise level created by activities associated with the request;
 - iv) Parking. The request will not generate a need for additional parking; and,
 - v) Appearance. The general appearance will not be adversely affected by the location of the proposed use on the property.