



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

Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Presentation of a Proclamation

1. Honoring Patricia Suggs, Beaufort Historical Association

Items of Consent

1. Meeting Minutes
2. Ann Street Closure for Halloween Night
3. Personnel Policy Revision to Vacation Leave: Accrual Rate Policy
4. 2025 Pirate Invasion Event Request
5. Budget Amendments - Capital Reserve Fund and Waterfront Improvement Project

Public Hearing

1. Financing of Fuel Farm C. Wood

Old Business

1. Wastewater Allocation Request- 302 Island Drive D. Willis
2. F3 Marinas Draft Contract A. Grady
3. Godette Hotel- 400 Pollock Street- Encroachment Agreement A. Grady

Public Comment

New Business

1. Food Truck – Temporary Waiver Request K. Garner
2. Parks and Recreation Advisory Board Appointment E. Lewis
3. Wastewater Allocation Request- 308 Island Drive D. Willis

Manager Report

Mayor/Commissioner Comments

Closed Session

1. NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (6)

Adjourn



PROCLAMATION
Honoring Patricia Suggs

WHEREAS, Patricia Suggs has faithfully and tirelessly served as Executive Director of the Beaufort Historical Association for the past 25 years; and

WHEREAS, under her visionary leadership, the Association and the Beaufort Historic Site have both grown in scope, reputation, and impact, helping to position Beaufort, North Carolina as one of our state's most cherished historic towns; and

WHEREAS, Ms. Suggs has spearheaded numerous programs, events, and initiatives—including the Christmas Candlelight Tours, Summer and Fall Party fundraisers, the establishment of the Beaufort Historical Foundation, and the preservation and maintenance of the iconic double-decker bus—all of which are invaluable assets to the Association and the community; and

WHEREAS, her interpretation and care of the two-acre site have resulted in the completion of many meticulous restoration projects, including the award-winning Manson House (c.1825), the Carteret County Courthouse (c.1796)—the oldest wood-framed courthouse in North Carolina—and the Old Jail (c.1829), drawing thousands of visitors and enriching the region’s cultural offerings; and

WHEREAS, her dedicated direction has guided staff, volunteers, board members, donors, and community leaders alike toward successful local partnerships; and

WHEREAS, her tireless efforts have ensured a lasting celebration of Beaufort’s rich heritage for future generations; and

NOW, THEREFORE, BE IT RESOLVED that with deep gratitude and heartfelt admiration, the Town of Beaufort does hereby recognize and honor Patricia Suggs for her extraordinary service, visionary leadership, and unwavering commitment to the mission of the Beaufort Historical Association over the past quarter century.

BE IT FURTHER RESOLVED that I, Mayor Sharon E. Harker, do hereby proclaim and designate August 22, 2025, as Patricia Suggs Day in the Town of Beaufort, in recognition of her lasting contributions to our town’s historic character, civic pride, and cultural legacy.

Duly adopted this 11th day of August, 2025.

Sharon E. Harker
Mayor



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Meeting Minutes

REQUESTED ACTION:

Approval of draft minutes for the following meetings:

- June 9, 2025, BOC Special Meeting
- July 14, 2025, BOC Special Meeting
- July 14, 2025, BOC Regular Meeting
- July 28, 2025, BOC Work Session

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



Town of Beaufort, NC
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**Board of Commissioners
Special Meeting
5:00 PM Monday, June 09, 2025
Train Depot, 614 Broad Street**

Call to Order

Mayor Harker called the meeting to order at 5:00 PM

Roll Call

Elizabeth Lewis, Town Clerk, called the roll:

PRESENT:

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

ABSENT: None

Agenda Approval

Commissioner Gillikin made a motion to approve the agenda. The motion carried unanimously with a (5-0) vote.

Closed Session

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

Commissioner Cooper made a motion to enter into closed session, pursuant to NCGS 143-318.11 (a) (3), to consult with the Town Attorney.

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 5:55 PM. The motion carried unanimously with a (5-0) vote.

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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**Board of Commissioners
Special Meeting
5:00 PM Monday, July 14, 2025
Train Depot, 614 Broad Street**

Call to Order

Mayor Harker called the meeting to order at 5:00 PM

Roll Call

Elizabeth Lewis, Town Clerk, called the roll:

PRESENT:

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

ABSENT: None

Agenda Approval

Commissioner Gillikin made a motion to approve the agenda. The motion carried unanimously with a (5-0) vote.

Closed Session

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

Commissioner Cooper made a motion to enter into closed session, pursuant to NCGS 143-318.11 (a) (3), to consult with the Town Attorney.

Adjourn

Commissioner Gillikin made a motion to adjourn the meeting at 5:58 PM.

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

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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

Call to Order/Pledge of Allegiance

Mayor Harker called the meeting to order at 6:00 PM and asked those in attendance to join in the pledge of allegiance.

Roll Call

Elizabeth Lewis, Town Clerk, called the roll:

PRESENT:

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

ABSENT: None

Agenda Approval

Mayor Harker asked for a motion to amend the agenda to move Items 8 and 9, associated with the Enclave at Beaufort Club, to be heard first under New Business on the agenda.

Commissioner Cooper made a motion to approve the amended agenda.

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

Items of Consent

1. Meeting Minutes: June 9 & 23, 2025
2. SUP Order: Case 25-09 Beaufort Bar Outdoor Operation (410 Live Oak Street)
3. Resolution: Extending Stormwater BAN Maturity Date
4. Resolution: CAMA Grant Application Approval
5. Case #24-01 M&H Storage Site 7 Extension Request

6. Beaufort WWTP Water Effects Ratio (WER) Engineering Services Agreement

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

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

Old Business

1. USDA- Funded Utilities Project (Contract 2)

Greg Meshaw, Special Projects Engineer, presented a detailed update on Contract 2 of the USDA-funded Utilities Improvements Project. He noted that Greg Churchill and Stephen Reese of Rivers and Associates were present, with Mr. Reese recognized as the Town's day-to-day project lead. Mr. Meshaw reported that the project was facing significant challenges due to substantial delays and escalating costs. Only 26% of the total planned 20,770 linear feet of water main had been installed, despite approximately 70% of the contract period having elapsed. Mr. Meshaw explained that the Town was at a critical juncture and needed to determine how to proceed with the remaining work. He presented three options for the Board's consideration:

Mr. Meshaw noted that both contractors had agreed to the reassignment plan for Contract 2. He reported that T.A. Loving was prepared to begin work by the end of July, and Sunland Builders would be responsible for completing a small number of remaining utility tie-ins at intersections before exiting the site. He shared that Sunland would also continue working on Contract 3 (stormwater improvements), though they were also behind schedule on that effort. He confirmed that the USDA loan rate was fixed and not subject to negotiation, but the 40-year term would help keep payments manageable. It was advised that if the desire of the Board, the sooner the Town initiated the loan request process with USDA, the better, given the in-depth steps involved.

Commissioner Oliver asked several questions related to funding and confirmed that to get the completed job they originally contracted, the Town would need to borrow an additional \$5.4 million.

Commissioner Gillikin stressed the importance of making progress on I&I (inflow and infiltration) improvements and sewer allocation planning. She noted that delaying infrastructure upgrades would hinder the Town's ability to plan for future development and would only lead to additional costs down the line. She stated her support for Option 3, commenting that it made sense to finish the work now.

Commissioner Spiegler agreed and expressed support for moving forward to complete the full scope of the project while the infrastructure was already exposed.

Commissioner Cooper asked when they would need to apply for additional funding.

Mr. Meshaw advised that the USDA application process could be lengthy, and staff would begin preparing immediately if authorized by the Board.

Mr. Zapp explained the logistics for securing the additional loan.

Commissioner Cooper made a motion to proceed with Option 3: to transfer the remaining work of Contract 2 to T.A. Loving Company and to actively pursue additional USDA loan funding in the amount of approximately \$5.4 million to complete the project as originally awarded.

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

2. Godette Hotel- Draft Encroachment Agreement

Town Attorney Arey Grady provided an update on the draft encroachment agreement for the Godette Hotel. He reported that the draft agreement had been sent to the property

owner on July 2, with a requested response deadline of July 10. However, as of the meeting date, no substantive response had been received.

Mr. Grady shared that he had received an email late that afternoon stating the property owner's attorney was reviewing the draft and that they were working to return it with concise comments.

The Board discussed potential next steps. Mr. Grady suggested he would attempt to identify and engage with the property owner's attorney to establish timelines for meaningful discussion regarding the agreement and the building's status.

Mayor Harker recommended keeping the item on future agendas to maintain pressure and ensure ongoing updates to the Board and the public. It was agreed to move the item to the July 28th Work Session agenda.

3. Ordinance Revision– Chapter 113. Itinerant Merchants

Michelle Eitner, Town Planner, presented proposed amendments to Chapter 113 of the Town's Code of Ordinances concerning itinerant merchants. She explained that the revisions represent phase one of a two-phase initiative to modernize the Town's regulations. This initial phase focuses on updating the existing ordinance to enable clearer regulation and enforcement. Key changes include prohibiting mobile vending from public rights-of-way and Town-owned property, without yet introducing new regulations for mobile vending on private property.

Ms. Eitner also noted that enforcement responsibilities would shift from the Police Department to the Planning and Inspections Department.

During the Board's discussion, concerns were raised about the potential impact on existing vendors who have been operating in the Town for many years.

Commissioner Gillikin recommended incorporating a grace period for established vendors. The Board discussed the importance of striking a balance between enforcing the updated regulations for new vendors and accommodating those with a long-standing presence.

Town Attorney, Arey Grady, provided guidance on how the ordinance language could be drafted to reflect the Board's intent.

Following deliberation, the Board voted to postpone the decision and move the item to the next Board of Commissioners Work Session, scheduled for July 28. This delay will allow staff additional time to prepare revised language that addresses the concerns raised, particularly regarding a potential grace period for existing vendors.

Public Comment

Daphne Littiken, residing on Stanton Road in Beaufort, encouraged the Board to listen to the Beaufort Waterfront and Finance Committee (BWOFF) and make decisions based on their research and expertise.

Heather Walker, residing at 504 Camping Road in Beaufort, addressed Mayor Harker regarding recent events involving members of the Beaufort Housing Authority (BHA) Board of Commissioners. She expressed concerns about a hostile environment and intimidating behavior, particularly mentioning incidents involving Mr. Bruce Prager and Mr. Richard deButts. Ms. Walker urged the Mayor to take immediate and decisive action to ensure the safety and well-being of staff and residents at the BHA.

Susan Schmidt, residing at 1527 Ann Street in Beaufort, spoke positively about the BWOFF Committee. She expressed trust in the wisdom, integrity, and professional expertise of the committee. She shared that it was her hope that the proposals for F3 management and the buried diesel tanks would be approved by the Board of Commissioners.

New Business

1. Case #25-11 Enclave at Beaufort Club- Preliminary Plat

Planning Director Kyle Garner presented the preliminary plat request for the Enclave at Beaufort Club, submitted by Beaufort Investment Holdings, LLC. The request involves the subdivision of a 25.93-acre tract into 84 lots—79 for single-family residential development and 5 for open space. Mr. Garner explained that the site is located within the existing Beaufort Club development and was originally designated as Parcel B in the Planned Unit Development (PUD) approved in the early 2000s. He clarified that preliminary plat approval would permit the installation of infrastructure (such as water and sewer lines and grading) but does not authorize the sale or transfer of lots. He also noted that the Board of Commissioners had previously approved a sewer allocation of 12,600 gallons per day for the project, contingent upon the developer providing a second point of access connecting Cedar Avenue to Windswept prior to final plat approval.

Mr. Garner stated that the Planning Board reviewed the proposal at its June 16th meeting and recommended approval, with the condition that the secondary access road must receive preliminary and final plat approval before final plat approval is granted for the Enclave. He also confirmed that a driveway permit application for the access connection had been submitted to NCDOT and that the site includes 2.02 acres of open/recreational space, exceeding the required 1.69 acres.

During discussion, the Board raised several questions regarding density, emergency access, and development standards.

Mr. Garner noted that the average lot size exceeded 10,000 square feet and that the proposed density, approximately three units per acre, is consistent with suburban residential standards. He added that the access road design would be reviewed by staff, including engineering and fire officials, to ensure compliance with emergency service requirements.

The applicant, Steve Saieed, along with his engineer, Spence Hutchins, addressed questions from the Board. Mr. Saieed confirmed that the development would proceed in phases and that the Cedar Avenue connection would initially be constructed as a gravel road capable of supporting emergency vehicle access. He agreed to leave the road open for public use and to pave it and install utilities when the adjacent phase is developed. Mr. Saad also confirmed a commitment to plant two 2-inch-caliper trees per lot and install sidewalks on one side of the street, citing cost and stormwater constraints as the reason for not placing sidewalks on both sides.

After further discussion about long-term connectivity, emergency access, and walkability, the Board moved to take action.

Commissioner Gillikin made a motion to approve Case #25-11, the preliminary plat for the Enclave at Beaufort Club, with the Planning Board's recommendations and the following conditions:

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

2. Wastewater Allocation Reservation Request- Enclave at Beaufort Club

Sam Bell, Town Engineer, presented a modified allocation request for the Enclave at Beaufort Club project. He explained that the original allocation approved in November was for 70 single-family residential units (12,600 gallons per day), but the preliminary plat now showed 79 residential units. He shared the modified allocation request was for an additional 9 units, amounting to 1,620 gallons per day. Mr. Bell confirmed that this increase would still keep the town's total capacity at about 75.3%, below the 80% threshold that would trigger state intervention.

Commissioner Oliver made a motion to approve the additional sewer allocation request for the Enclave at Beaufort Club, as presented by staff.

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

3. Carteret County MOU: Disaster Debris Removal and Monitoring

Town Manager, Matt Zapp, presented a proposal for the Town to participate in the County's disaster debris removal and monitoring agreement. He explained that this arrangement would serve as a secondary option to the Town's existing debris removal contractor, offering expanded resources in the event of a large-scale natural disaster.

Mr. Zapp emphasized that joining Carteret County's agreement would enable quicker clearing of roadways and residential areas, particularly by allowing the County to mobilize out-of-area contractors when necessary. He also noted that the arrangement would simplify billing, with the County issuing a single invoice to the Town and subsequently pursuing FEMA reimbursement.

The Board discussed the potential benefits of the agreement, including enhanced capacity for debris removal operations and possible cost savings for the Town. They offered their appreciation to the County for allowing such participation.

Commissioner Gillikin made a motion to authorize management to enter into an MOU with the County for debris removal processing, disposal, and monitoring.

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

4. F3 Marinas Draft Contract

Mr. Zapp provided an update on the draft contract with F3 Marinas. He reported that negotiations were progressing smoothly and that an initial rough draft had been prepared. Mr. Zapp noted that contract discussions were being led primarily by the Town Attorney, with input from members of the Beaufort Waterfront Operations and Finance Committee (BWOF). He stated that the goal is to have a finalized contract ready for Board consideration within the next 30 days, potentially by the first meeting in August. Mr. Zapp emphasized the open and collaborative nature of the discussions with F3 Marinas and expressed confidence in securing a favorable outcome for the Town of Beaufort.

No action was required at that time, as it was an informational update.

5. Waterfront Project Design Consulting/Engineer Selection

Mr. Zapp provided an update on two components related to the Waterfront Project design. He explained that the Town has a pre-existing contract with Ardurra to assist with the project and that staff was seeking Board approval to continue this relationship as project needs arise. Mr. Zapp also noted that Ardurra's services would be needed to support the application and engineering work associated with the Hazard Mitigation Grant Program (HMGP), as their expertise would help prepare a successful grant submission.

Commissioner Gillikin provided additional context, explaining that Ardurra had previously helped the town apply for the Building Resilience in Communities (BRIC) grant. She explained that although the BRIC program was discontinued, the Town's application was favorably evaluated, leading to the recommendation to pursue the HMGP opportunity.

Commissioner Cooper made a motion to approve an extension of the Ardurra contract and to authorize the firm to provide assistance with the HMGP application.

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

6. Oakes Grading Fuel Farm Construction Draft Contract

Town Manager Matt Zapp provided an update on the proposed fuel farm project and presented a draft design-build contract with Oaks Grading for Board consideration. He

explained that Oaks Grading had been identified as the preferred vendor for the installation of a new fuel tank system to support the Town's waterfront operations and third-party marina management group, F3 Marinas. Legal counsel had worked closely with Oaks Grading to prepare a comprehensive contract, which was distributed to the Board electronically earlier that afternoon, with printed copies provided at the meeting.

Mr. Zapp noted that the fuel farm project would serve multiple purposes. In addition to providing fuel service to the F3 Marina by 2026, the tank would also support emergency operations during natural disasters, ensuring fuel access for the Town in times of regional supply disruptions. The project would be financed through a proposed \$1.2 million local borrowing opportunity at a favorable interest rate of 3.9%. While the current estimated cost of the contract was approximately \$860,000, additional expenses could include site mitigation, utility adjustments, and the construction of a new delivery lane along Front Street. This delivery lane would allow fuel trucks to service the tank without interrupting downtown traffic and could also serve as a loading and unloading zone for businesses. The engineer's estimate for the lane was approximately \$125,000. Even when including these supplemental components, Mr. Zapp confirmed the overall project would remain within the approved financing threshold.

Commissioner Gillikin asked if they would be approving a final contract.

Mr. Grady confirmed they would see and approve the final contract.

Commissioner Oliver asked when the bank commitment letter would be provided.

Mr. Zapp shared a commitment letter from First Bank, which would confirm financing availability, was expected within 48 hours and would be required prior to contract execution.

Commissioner Cooper asked about parking spaces and potential green space in the western parking lot.

Mr. Zapp clarified that the current design would reduce the number of angled parking spaces in the western parking lot, near Front Street, from nine to five, converting them to parallel spaces. Staff would explore options to relocate or offset any lost parking nearby. He also confirmed that the sidewalk along Front Street would be shifted slightly southward toward the water to accommodate the delivery lane and that existing utilities and lighting conflicts had already been addressed in the engineering plans. He confirmed there had not been direction from the Board to convert the area to green space at this point.

Commissioner LoPiccolo acknowledged community concerns and shared background on why existing local fuel tanks were not pursued. He noted the amount of time that has been put into the project.

Commissioner LoPiccolo made a motion to approve the general contract format with Oaks Grading as presented to the Board, and to delegate authority to staff to finalize the contract details, continue negotiations, and return the finalized agreement to the Board for final review and approval.

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

7. Resolution: Fuel Farm Lender and Financing Agreement

Christi Wood, Finance Director, presented information on the Resolution for financing the fuel farm project. She explained that the proposed Resolution was a requirement for the Local Government Commission (LGC) application and asked the Board to approve First Bank as the lender, contingent on receiving their letter of commitment. Ms. Wood reported that two bids were received for financing: one from Truist at 4.63% and another from First Bank at 3.9%. Both offers were for 5-year terms, with no prepayment penalty.

The Board discussed the financial aspects, including the potential for early repayment and the estimated revenue from fuel sales.

Mr. Zapp provided additional context, stating that conservative estimates suggested the Town could potentially pay off the loan early.

Commissioner Oliver asked when associated budget amendments would be in place that would affect the current fiscal year.

Mr. Zapp explained staff would begin working with F3 Marinas to establish a detailed budget as soon as the Board authorizes execution of the management contract. Mr. Zapp noted that while the budget could be prepared prior to contract execution if required, it is customary to initiate those discussions immediately after formal engagement. He estimated that, assuming contract authorization at the Board's first meeting in August, a draft budget could be prepared and presented for review by September or October, with Board input and potential adoption at that time.

Ms. Wood agreed with the proposed timeline and confirmed that she and Mr. Zapp would begin coordinating with F3 immediately following contract authorization.

Commissioner Oliver emphasized the importance of acknowledging that a formal budget amendment would be necessary and should be fully quantified for Board review and approval.

Commissioner LoPiccolo made a motion to approve the Resolution for financing of the fuel farm and select First Bank as the lender, contingent on LGC approval. The motion was seconded by Commissioner Cooper.

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

8. Resolution: Reimbursement for Capital Expenditures Associated with Fuel Farm

Ms. Wood presented a Resolution that would allow the Town to reimburse itself from loan proceeds for any expenses incurred before the loan closes. She explained that this was similar to a process used with USDA loans.

Commissioner Cooper asked if there were any foreseeable expenses ahead of the loan closure.

Ms. Wood and Mr. Zapp clarified that potential expenses could include the cost of the fuel tank, associated design work, and engineering costs. They also noted that previously expended costs for soil sampling and studies would be 100% reimbursable against the loan.

Commissioner Cooper made a motion to approve the Resolution for the Town to reimburse itself for capital expenditures associated with the Waterfront Project Fuel Farm.

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

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

Ms. Eitner presented a request for preliminary and final plat review to subdivide property located at 1600/1612 Live Oak Street. The property, zoned B1 General Business, currently hosts McDonald's and a vacant lot, both sharing a stormwater pond. Ms. Eitner explained that the subdivision would create two tracts: 1.45 acres and 2.2 acres. McDonald's was looking to purchase the 1.45-acre property they currently lease. Both properties would continue to share the stormwater pond with a maintenance agreement in place. She shared the Planning Board had unanimously recommended approval. It was also noted that the applicant's representative was present to answer questions.

Commissioner Cooper asked if McDonald's had plans for the 1.45 acre piece.

Ms. Eitner shared that no immediate development was proposed at this time.

The Board had no questions for the applicant or their representative.

Commissioner Cooper made a motion to approve Case #25-10, Subdivision at 1600/1612 Live Oak Street (Preliminary and Final Plat) as presented by staff.

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

10. Wastewater Allocation Request- 1135 Spartina Drive

Mr. Bell presented a wastewater allocation request for 1135 Spartina Drive from Chatham Boat Works Incorporated for a new boat yard in the Jarrett Bay subdivision. Mr. Bell noted the request was for 250 gallons per day, equivalent to 10 employees at 25 gallons per person. He explained that this was an out-of-town service area, with water provided by the private County water service and wastewater treated at the Town's plant. He confirmed that all relevant infrastructure had ample capacity to serve the request.

The Board discussed the location of the property and its relation to other properties served by Town sewer. They also clarified that the property would be subject to double rates and double utility development fees as it was outside Town limits.

Commissioner Cooper made a motion to approve the wastewater allocation request at 1135 Spartina Drive.

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

Manager Report

Mr. Zapp provided a comprehensive update on several ongoing projects and recent activities. He began by thanking the Town Attorney for his efforts in actively advancing the Godette Hotel project. He reported that negotiations with F3 Marinas remained a top priority and were occupying a significant portion of daily operations. Regarding the fuel farm installation, Mr. Zapp noted that staff would be preparing the necessary submission for Local Government Commission (LGC) approval, maintaining communication with the selected lender, and finalizing contract negotiations as needed. He also provided an update on the USDA-funded infrastructure project, reporting that significant progress had been made and emphasizing the Town's continued focus on minimizing disruption to residents, particularly along Broad Street. Mr. Zapp stated that the team would be working on a budget amendment related to the Waterfront Project to ensure it aligns with concurrent activities and funding efforts. Finally, he expressed his appreciation to staff, team members, and the community for a successful and safe Fourth of July celebration.

Mayor/Commissioner Comments

Commissioner LoPiccolo thanked the Town Manager and the staff for their hard work and thorough preparation of information.

Commissioner Gillikin expressed gratitude for the progress made during the meeting and addressed misinformation circulating on social media regarding the Godette Hotel, reassuring the public of the Town's commitment to preserving the structure.

Commissioner Cooper thanked the Town Manager and the staff for their diligent work and reminded residents to prepare emergency kits for the upcoming hurricane season.

Commissioner Oliver had no comments.

Commissioner Spiegler thanked everyone who participated in the meeting and expressed appreciation for the staff's hard work. He also mentioned the successful Fourth of July celebration and the County's participation in the parade.

Mayor Harker thanked everyone, especially the BWOFF Committee, for their tremendous work. She emphasized that Beaufort is not only a great place to visit but also to live, attributing this to the people who make it special.

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 8:30 PM.

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

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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Board of Commissioners
Work Session
4:00 PM Monday, July 28, 2025
Train Depot, 614 Broad Street

Call To Order

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

Roll Call

Town Clerk, Elizabeth Lewis, called the roll:

PRESENT:

- Mayor Harker
- Commissioner LoPiccolo
- Commissioner Gillikin
- Commissioner Spiegler
- Commissioner Oliver

ABSENT:

- Mayor Pro Tem Cooper

Agenda Approval

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

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

Project Updates

1. ADA Transition Plan

Brad Fockler, Code Enforcement Officer with the Planning Department, provided an update on the Town’s implementation of its Americans with Disabilities Act (ADA) Transition Plan, which was adopted on August 8, 2022. Although formal updates are only required every five years, Mr. Fockler presented early due to notable progress across multiple areas. He began by referencing a recently resolved accessibility grievance at the Courthouse Lane, the entrance of the Carteret County Courthouse. The issue was addressed promptly through coordination with the Public Works Department,

demonstrating the Town's commitment to ADA compliance and responsiveness to community concerns.

Mr. Fockler outlined numerous infrastructure improvements made since the plan's adoption. These included the installation of detectable warning surfaces, raised crosswalks at Randolph Johnson Park and near the Maritime Museum, and nearly 8,000 linear feet of ADA-compliant sidewalk. He commended the Public Works Department, led by Mark Eakes, for completing a majority of this work internally. He also mentioned accessibility upgrades at Town Hall, such as proper signage, compliant ramps, and restrooms. He shared at Randolph Johnson Park, ADA-accessible design ensures full navigation of the site without the use of lifts.

Mr. Fockler also discussed the Town's role in promoting ADA compliance in private development through the Technical Review Committee (TRC) process. He referenced a development on Live Oak Street that will feature ADA-compliant sidewalks stretching from Mulberry Street to a future roundabout. In terms of ongoing challenges, Mr. Fockler identified aging infrastructure at the Town's docks as a concern due to uneven surfaces and structural limitations. He emphasized the importance of balancing the preservation of Beaufort's historic charm with modern accessibility standards.

Commissioner LoPiccolo inquired about the condition of existing sidewalks and whether a comprehensive assessment could be conducted. Town Manager, Matt Zapp, confirmed that Public Works could work with Precision Safe Sidewalks to categorize and prioritize repairs based on severity.

Commissioner Oliver referenced the NaviLens program for the visually impaired, currently in use at the Maritime Museum, and suggested exploring potential partnerships to expand similar initiatives town-wide.

Commissioner Spielger mentioned educational opportunities, noting some people park their vehicles parking on the sidewalks even at their own homes.

Mayor Harker shared observations from a recent ADA-focused walk with local advocate Peter Crumley. She noted several design issues with crosswalks on DOT-maintained roads that may pose challenges for visually impaired pedestrians.

Mr. Zapp concluded by emphasizing the layered nature of ADA compliance, ranging from new construction and routine maintenance to external coordination with NCDOT. He stated that future advocacy for dock and bridge improvements will center on creating accessible, inclusive infrastructure for all residents and visitors. Hearing the discussion and desire of the Board, he noted the Town would move forward with having the sidewalks accessed by Precision Safe.

2. WWTP Capacity

Town Engineer, Sam Bell, provided an update on the Town's Wastewater Treatment Plant (WWTP) capacity, building upon his earlier presentation from the February 2025 Board Retreat. He explained that under state regulations, the Town is required to submit an engineering evaluation when the annual average daily flow (ADF) exceeds 80% of the plant's permitted capacity of 1.5 million gallons per day (MGD). Furthermore, the Town must obtain all necessary permits for expansion before the ADF surpasses 90% of that capacity.

Mr. Bell reported that the WWTP is currently operating at approximately 75.3% of permitted capacity. This figure includes the average daily flow of 0.8998 MGD, or roughly 60% of total capacity, and an additional 0.2294 MGD (15.3%) in obligated but non-tributary flows, allocations committed to developments not yet contributing flow. The remaining 4.7% of capacity equates to approximately 70,500 gallons per day, which Mr. Bell stated could accommodate around 392 additional three-bedroom homes before triggering the 80% planning threshold. He noted that the current percentage reflects a 3-

4% decrease compared to 2024. This reduction was attributed to a combination of factors: progress on the USDA-funded sewer rehabilitation project, decreased rainfall that reduced infiltration and inflow (I&I), and updates to the Town's allocation tracking system that removed expired allocations from developments. In previewing upcoming compliance work, Mr. Bell noted that the Town has initiated the Water-Effect Ratio (WER) Study for total copper, as required by the new NPDES permit.

Mr. Bell reported that pump station capacity continues to be an important part of the overall sewer system. He noted that Pump Station #7 is in need of replacement and that the Town is pursuing alternative funding sources after an initial grant application was unsuccessful. He shared that a broader planning study for Pump Stations #1, #2, #3, and #5 is also under review, along with a possible relocation of the Pivers Island force main.

Commissioner Gillikin asked what percentage of I&I reduction could be expected from the USDA rehabilitation project. Bell responded that while a maximum of 12% might be possible, a more realistic expectation would fall in the 5–10% range.

Commissioner Oliver asked for an updated figure for average daily water treatment flows excluding irrigation, referencing a past estimate of 430,000 gallons per day. He also emphasized that the primary issue facing the system is not treatment of effluent, but rather the volume of infiltration and inflow. He suggested that I&I remains a significant challenge the Town must continue to address.

Donovan Willis, Public Utilities Director, indicated that results from the WER study are expected by fall 2025.

Items for Discussion and Consideration

1. Final Approval of Oakes Grading Contract

Town Manager, Matt Zapp and Town Attorney, Arey Grady, presented the final approval request for the Oakes Grading design-build contract for the fuel farm installation project. Mr. Grady explained that the base contract amount sat at approximately \$880,000, with anticipated site-related expenses.

Mr. Zapp explained those additional cost would primarily be related to moving of dirt, and the total project amount was not to exceed \$1.2 million.

Commissioner Oliver asked that item five on page four of the contract be changed to include the actual condition.

Mr. Grady confirmed he would fix that section.

Commissioner Oliver voiced significant concern about committing to the full contract amount prior to receiving Local Government Commission (LGC) approval and finalizing the bank financing required for the project. He stressed that by signing the contract as-is, the Town would assume full financial responsibility for the full contract plus additional costs. He recommended conditional acceptance of the Oakes contract, contingent upon both LGC approval and bank financing, to mitigate financial risk.

Commissioner Oliver also highlighted the need for the Town to clearly understand the operating budget and total cash requirements for the project. He further noted the need for a "Plan B" should LGC approval or financing not materialize, and emphasized that the Town should not rely solely on the assumption that approval will be granted.

Mr. Zapp acknowledged the concerns and explained delays in contract execution could jeopardize the project schedule due to procurement lead times for the tank and materials. He explained that the Town's current fueling contract is only valid until December 31, 2025, and delays in executing the project could push the completion date later into 2026.

Mr. Zapp estimated that these upfront costs would total less than \$200,000, providing the Town a defined financial boundary while awaiting approvals.

Christi Wood, Finance Director, reported that a public hearing on financing is scheduled for the Board of Commissioner's August 11th Regular Meeting, with LGC review anticipated in September. She confirmed that LGC has not expressed concerns to date, and that all necessary documentation for both the bank and LGC is in order.

Ms. Wood confirmed there was a project fund with about \$200,000-230,000 specifically for the waterfront project. She also explained the Board had appropriated \$100,000 in the annual budget to go in the capital reserve fund, which can be transferred to the waterfront project fund, ultimately providing about \$300,000 for the waterfront project and potential upfront costs of the fuel farm.

Mr. Grady proposed a contract amendment to Section 1.01, adding contingency language to limit the Town's obligations to design, permitting, and tank procurement costs should financing fail. Mr. Grady noted that this approach is cleaner and more enforceable than attempting to negotiate separate exit clauses with Oakes after contract execution.

Commissioner Gillikin expressed her desire to move forward with at least ordering the tanks and adding contingency language to the proposed contract.

Commissioner Oliver said he did not want to delay it, but he wanted to be very upfront with the citizens.

The Board also discussed the possibility of alternative fueling arrangements if the project is delayed.

Commissioner Oliver urged staff to investigate backup strategies, including temporary above-ground fuel storage or mobile fueling solutions, to ensure continuity of service.

Commissioner Spiegler made a motion to approve the contract as presented, with the addition of language to Section 1B clarifying that, in the event of a disruption in the funding path, the Town will be liable and responsible for all costs associated with the project incurred up to the date of contract termination. The motion also included approval of Capital Project Waterfront Improvement Budget Amendment #1.

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

Commissioner Oliver made a motion to authorize the Town Manager to research all potentially beneficial fuel alternatives, should the current plan for the fuel farm not proceed.

The motion was denied with a (3-2) vote.

Voting Yea: Commissioner Oliver, Commissioner LoPiccolo

Voting Nay: Commissioner Spiegler, Commissioner Gillikin, Mayor Harker

2. Disaster Debris Removal and Monitoring RFP results

Finance Director, Christi Wood, presented a request for the Board to approve and select contractors for pre-positioned disaster debris monitoring and removal services. She explained that the Town had advertised Requests for Proposals (RFPs) for both disaster debris monitoring and disaster debris removal, and responses were received on July 18, 2025. Following a review conducted by Ms. Wood and Public Works Director Mark Eakes, the following recommendations were made:

- For Pre-Positioned Disaster Debris Monitoring and Contract Supervision, two eligible proposals were received. Staff recommended selecting Debris Tech as the primary contractor and Tetra Tech as the secondary contractor.

- For Phase II – Disaster Debris Removal, four eligible proposals were received. Staff recommended selecting CTC Disaster Response as the primary contractor and TFR as the secondary contractor.

Ms. Wood noted that these contracts are intended to be pre-positioned and would be activated as needed in the event of a disaster. The contracts would be for a three-year term with two optional one-year renewals. She added that, while the Town maintains a memorandum of understanding with Carteret County, having directly contracted debris contractors in place would ensure additional readiness. She confirmed that the selected contractors are different from those currently under contract with the County. It was also clarified that FEMA requires separate companies for debris monitoring and debris removal in order for expenses to be eligible for federal reimbursement.

Commissioner Gillikin made a motion to approve the recommended contractors and to authorize the Town Manager to negotiate the contracts which each selected firm.

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

3. Ordinance Review– Chapter 113. Itinerant Merchants

Michelle Eitner, Town Planner, presented proposed amendments to Chapter 113 regarding itinerant merchants, food trucks, and mobile vending. She explained that this was phase one of a two-part modernization process. Phase two will involve amending the Town’s Land Development Ordinance to define itinerant vending as a use type, which would ultimately be incorporated into the Unified Development Ordinance (UDO).

The Board reviewed two key language considerations. The first pertained to an exemption for farmers markets. Ms. Eitner presented two draft versions, and the Board expressed a preference for the version referencing events held on county courthouse property.

The second item was proposed language under Section 10, which would allow itinerant merchants currently engaging in business within the Town, as defined by the chapter and identified by the Board of Commissioners, to continue operating through December 31, 2025. This sparked considerable discussion among the Board.

Commissioner Gillikin voiced strong support for the provision, specifically referencing a long-standing brick-and-mortar business that regularly hosts rotating food trucks in a designated parking space. She argued that the Town had allowed this practice for years without enforcement and had a responsibility to provide a path forward rather than interrupt the business mid-season. Commissioner Spiegler echoed this concern, recommending that any changes take effect in the off-season to avoid disruption.

Commissioner LoPiccolo expressed concern about setting a precedent by accommodating a specific business. She warned that the Town could face future challenges if similar requests arise and noted that fairness and consistent enforcement were critical.

Mr. Grady clarified that if the Board wished to allow continued operations, each food truck operator would need to come before the Board to seek designation under the grandfathering provision. The Board would have full discretion over who qualified under this clause.

Commissioner Spiegler suggested modifying the language in Section 10 to replace the word “identified” with “approved” to better reflect the need for formal Board action. The Board generally agreed this language was clearer.

Commissioner Gillikin proposed that the amendments become effective on August 12, 2025, following the next regular meeting. This would allow current itinerant merchants time to apply for Board approval and continue operating while transitioning toward compliance.

Ms. Eitner confirmed that enforcement responsibility under the amended ordinance would fall to the Planning and Inspections Department. Vendors who have not received Board approval would be subject to enforcement action by the Code Enforcement Officer.

Commissioner Spiegler made a motion to approve the proposed amendments to Chapter 113 with the following revisions: Section 4 to read, "Any person selling at a farmer's market held on the county's courthouse property or special event approved by the Town," and Section 10 to use the word "approved" rather than "identified." The motion also set the effective date of the ordinance as August 12, 2025.

The motion passed with a (3-1) vote.

Voting Yea: Commissioner Gillikin, Commissioner Spiegler, Commissioner Oliver

Voting Nay: Commissioner LoPiccolo

Mr. Zapp confirmed he would reach out to local businesses and food truck operators to explain and educate them about the amendments and process moving forward.

4. Sewer Allocation Request - 302 Island Drive

Mr. Bell presented a sewer allocation request for 302 Island Drive in the Deerfield subdivision. The request was for a 4-bedroom home requiring 240 gallons per day allocation. Mr. Bell showed a map indicating this was one of the lots not included in the original Deerfield switchover. He confirmed the wastewater pump station serving the subdivision would still be well under capacity with this addition. He noted homeowners would be responsible for system development fees and monthly billing at twice the in-town rates since it's an out-of-town location.

Commissioner Oliver requested information on the total potential demand if all lots in the Deerfield subdivision requested sewer connection.

Mr. Bell indicated the immediate vicinity shown on the map had various lots that could potentially connect but could not provide the total subdivision demand without further analysis. He noted the pump station's current design capacity was noted as 18,040 gallons per day.

Commissioner Oliver made a motion to table the request until the requested data was provided.

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

5. FY 25/26 Funded Position- Community Engagement Director

Mr. Zapp presented a job description and draft advertisement for a new Community Engagement Director position that was funded in the FY 25/26 Budget. He explained the position would split responsibilities currently held by Public Information Officer, Rachel Johnson, who manages public information, parks and recreation, events, and serves as deputy clerk.

Mr. Zapp explained the proposed position would serve as liaison to the Parks and Recreation Advisory Board and potentially the Beaufort Business Association, coordinate community events, strengthen downtown business communication, support communications strategy, and provide backup clerk duties. He confirmed the position would be the primary contact for all events.

Commissioner Spiegler suggested including "parks" in the first line of the job description to attract candidates with parks experience.

Discussion ensued about specific groups the position would liaise with throughout Town. Mr. Zapp noted that while Parks and Recreation Advisory Committee and Beaufort Business Association were specified, adding too many required groups could mean

meetings every night. He asked for specific groups if the Board wanted them included, noting they had identified that most events flow through a smaller group of organizations.

The Board supported moving forward with the position with a few minor edits to the language. They did not call out any other specific organizations to be added to the job description.

Commissioner LoPiccolo made a motion to authorize staff to move forward with advertising and hiring a Community Engagement Director.

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

6. Municipal Leasing Option for FY25/26 Vehicle Acquisitions

Mr. Zapp presented a proposal for the Town to pilot a municipal vehicle leasing program through Enterprise Fleet Management. As part of the Fiscal Year 2025–2026 procurement process, staff evaluated alternatives to traditional vehicle ownership and determined that leasing through Enterprise may offer significant cost savings and operational flexibility. Under the proposed pilot, the Town would lease two vehicles: one truck for Public Works (General Fund) and one truck for the Utilities Division (Water & Sewer Fund).

Mr. Zapp explained that the lease program functions more like capital financing than traditional leasing. For example, an F-150 Crew Cab 4x4 would lease for approximately \$750 per month (\$9,000 annually), with the Town selling its current vehicles and applying those proceeds as a down payment. The lease structure includes a 36-month term, no mileage penalties, and a provision for the Town to receive any resale surplus at the end of the lease term. These proceeds could be reinvested in future leases to help offset costs. The projected year-one savings were estimated at up to \$30,000 for the Public Works Department and up to \$40,000 for the Utilities Division. Zapp emphasized that the program was particularly favorable for utility and public works vehicles at this time. He also referenced prior success with similar lease arrangements.

Commissioner Oliver requested detailed documentation outlining the full 36-month plan, including what is and is not covered, specifically regarding insurance, maintenance, registration, and any exclusions.

Mr. Zapp agreed to provide this information to the full Board.

Commissioner LoPiccolo made a motion to authorize staff to explore the municipal lease option for the two vehicles mentioned.

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

7. 1775 Live Oak Street- Conceptual Site Plan

Mr. Zapp presented a conceptual site plan for the 15-acre property located at 1775 Live Oak Street, developed by Rivers & Associates. The plan outlined potential locations for future Town Hall, Public Works, and Wastewater Treatment Plant facilities. Mr. Zapp noted that during the Board's February 2025 Retreat, there was a request to pursue architectural renderings for the site.

Mr. Bell explained, following that direction, he engaged Oakley Collier to develop preliminary designs, but later discovered the existing conceptual plan prepared by Rivers & Associates.

The Board reached a consensus that the current conceptual plan is sufficient and that no additional architectural work is necessary at this time, given the absence of a definitive plan for the site.

Commissioner Gillikin made a motion to discontinue the associated purchase order with Oakley Collier and to halt any further engineering work at this time.

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

8. USDA Resolution – Authorization to Obtain a Subsequent Loan from USDA Rural Development

Mr. Zapp presented a resolution authorizing the Town Manager to execute all documents related to USDA Rural Development funding.

Commissioner Oliver asked about the amount, with Mr. Zapp confirming the current estimate was \$6.5 million based on finance and engineering's recalculation of interest history, assuming 100% rollover of interim financing for potential savings.

Ms. Wood confirmed the current interim rate of 4.25% but stated the rate could not be guaranteed for the full rollover at this time.

Commissioner Oliver made a motion to adopt the resolution as presented, authorizing the Town Manager to execute all necessary documentation related to the USDA Rural Development Subsequent Funding.

The motion was seconded by Commissioner Gillikin.

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

Staff Comments

1. Godette Hotel- 400 Pollock Street

Mr. Grady reported that the property owner's attorney is still reviewing the proposed encroachment agreement for 400 Pollock Street. He recommended that the Board continue moving forward with this process, expressing hope that a finalized document would be available for their review at the August 11th Regular Meeting.

2. Construction of Additional Parking Spaces

Mr. Zapp presented options to offset the potential loss of six parking spaces in the west parking lot due to fuel delivery lane requirements. He reported that Mr. Eakes had identified opportunities to add three spaces on Front Street and four on Craven Street, resulting in a net gain of one space.

He explained that the Front Street option would involve converting the existing bus/delivery zone in front of the Inlet Inn into three parallel parking spaces. Staff's direction is that these would be paid spaces, consistent with current parking practices on Front Street. The estimated cost for grinding and restriping is approximately \$500.

The Craven Street option would require relocating one tree and a trash receptacle to create four new parking spaces. Staff's direction is that these would be unpaid spaces, in line with the Town's tradition of not charging for parking on perpendicular streets.

Commissioner Spiegler suggested exploring additional parallel parking opportunities along other areas of Front Street.

Commissioner Gillikin recommended considering alternative materials to asphalt, particularly for unpaid spaces, such as pervious surfaces or reinforced grass.

Mr. Zapp confirmed that all parking improvements would be completed prior to the start of demolition in the existing lot, allowing adequate time for implementation.

The Board consensus was for staff to move forward with continuing to explore the additional parking space recommendations as presented and to specifically check on alternative materials to asphalt for both locations.

3. Dredging Update

Kyle Garner, Planning Director, provided an update on dredging of Bulkhead Channel with work expected to begin late August or early September. He expressed the urgency of getting the work completed.

Commissioner Gillikin made a motion to authorize spending \$112,500 on the dredging of Bulkhead Channel.

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

Police Chief Burdette shared that he had met with citizens on Ann Street who requested to close portions of Ann Street on the night of Halloween. He noted that the Police Department supported this request, as the Halloween festivities on that particular street had significantly grown over the years.

Chief Burdette explained that significant congestion with vehicles and golf carts mixing with pedestrians presented a safety concern.

The Board supported the request and instructed staff to include it on the August 11th Regular Meeting agenda.

Closed Session

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

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

The motion carried unanimously.

Adjourn

Commissioner Gillikin made a motion to adjourn the meeting at 8:10 PM.

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

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: Items of Consent
SUBJECT: Ann Street Closure for Halloween Night

SUMMARY:

The Police Department is requesting the temporary closure of the 500–800 blocks of Ann Street on October 31, 2025, from 5:00 PM to 10:00 PM to accommodate increased pedestrian traffic on Halloween night. A map outlining the proposed closure area is attached for reference.

REQUESTED ACTION:

Approve the street closure request.

SUBMITTED BY: Chief Burdette

BUDGET AMENDMENT REQUIRED: No

Halloween 2025 Ann St.



- Closure Type
- Soft
 - Soft
 - Soft
 - Soft
 - Soft
 - Closure



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM- Monday, August 11, 2025
614 Broad Street, Beaufort NC**

AGENDA CATEGORY: Items of Consent
SUBJECT: Personnel Policy Revision to Vacation Leave: Accrual Rate Policy

REQUESTED ACTION: Amend Section 6 – Vacation Leave: Accrual Rate – Amend to allow employees with prior local or state government service to accrue vacation leave based on the number of continuous years of service worked with their previous and most current employer.

SUBMITTED BY: Barbara Cooper, Human Resources Manager

BUDGET AMENDMENT REQUIRED: None

Current: Section 6. Vacation Leave: Accrual Rate

Each full-time employee of the Town will accrue vacation on the following schedule. Sworn law enforcement officers and fire staff on shifts will earn a prorated amount based on the average number of hours in the work week. (See Section 16 of this Article for more information.)

<u>Years of Service</u>	<u>Days Accrued per Year</u>
0 > 5	12
5 > 10	15
10 > 15	18
15 > 20	21
20+	24

A “day” is defined by the formula ratio determined in Section 16 of this article for employees working other than 40 hours per week. For example, a “day” for a law enforcement officer working an average 42-hour workweek is 8.4 hours. Vacation benefits will accrue on a pro-rated basis each pay period. Employees on a leave without pay status will not accrue vacation leave.

Proposed: Section 6. Vacation Leave: Accrual Rate

Full-time employees of the Town will accrue vacation leave based on the following:

- a) Employees with no prior local or state government service will accrue vacation leave per the table below; or
- b) Employees with verified prior service in municipal, county, and/or state government—whether in North Carolina or another state—may be eligible to accrue vacation leave based on their total years of qualifying public service. To receive credit toward vacation accrual, employees must submit approved documentation from each applicable former public employer. Upon verification, vacation leave will accrue in accordance with the schedule outlined in the table below.

A letter with dates of employment from the previous and most current employer must be provided to Human Resources for years of service credit.

Vacation leave is accrued per pay period (24 annually) based on the number of hours the employee is scheduled to work per week per table below.

YEARS OF SERVICE	DAYS EARNED PER YEAR	HOURS EARNED BI-WEEKLY PER SCHEDULED WEEKLY HOURS		
		REGULAR	POLICE	FIRE
less than 5 years	12	4.00	4.20	5.60
5 but less than 10 years	15	5.00	5.25	7.00
10 but less than 15 years	18	6.00	6.30	8.40
15 but less than 20 years	21	7.00	7.35	9.80
20 or more years	24	8.00	8.40	11.20

Accrual Rate Adjustment for Prior Government Employees

Effective September 1, 2025, new hires who transfer to the Town of Beaufort from an entity covered by the North Carolina State or Local Government Retirement Systems and Out of State Public Service will receive years of service credit in determining eligibility for vacation leave accrual.

In addition, employees hired before September 1, 2025, can request an adjustment to their vacation accrual rate for future accruals if the accrual rate would be greater with years of service credit. Years of service credit is determined by active time in the North Carolina State or Local Government Retirement Systems and Out of State Public Service. The accrual rate adjustment based on years of creditable service for new and existing employees will be effective on the first pay period following receipt of the required documentation and will not be retroactive. All documentation must be submitted to Human Resources who will verify active years of creditable service.

A “day” is defined by the formula ratio determined in Section 16 of this article for employees working other than 40 hours per week. For example, a “day” for a law enforcement officer working an average 42-hour workweek is 8.4 hours. Vacation benefits will accrue on a pro-rated basis each pay period. Employees on a leave without pay status will not accrue vacation leave.



Town of Beaufort, NC

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

Board of Commissioners Regular Meeting 6:00 PM – Monday, Aug. 11, 2025

AGENDA CATEGORY: Items of Consent
SUBJECT: 2025 Pirate Invasion Event Request

Event Dates: Nov. 14-16, 2025

Set-Up Dates: Nov. 12 for encampment at Grayden Paul/Lynn Eury Parks

Break-Down Completion: Nov. 17 for encampment at Grayden Paul/Lynn Eury Parks

Road Closures: Front from Marsh to Queen Street & Pollock from the exit from Town Hall to Front Street on Saturday from 6 a.m.-10 p.m. & from Marsh to Pollock from 9:30 am.-1 p.m. on Sunday

Vendor Area Set-up Start: 6 a.m. Nov.15 – Front & Pollock Streets

Vendor Area Break-Down Completion: 10 p.m. Nov. 15 (Vendors close at 5 p.m. should be cleared well before 10 p.m.)

The Beaufort Pirate Invasion has submitted a request to host the 2025 Pirate Invasion in downtown Beaufort. Organizers have discussed potential event elements with Town staff and are aware of the road construction challenges the Town is facing due to the town-wide USDA project.

This event request is for Nov. 14-16, 2025. This is a multi-day event with multiple activities.

Requests:

Wednesday Nov. 12 – Monday, Nov. 17

- 10 spaces in front of Eure/Grayden Paul Park closed – Closed through Monday
- Dinghy docks closed to the public for Pirate boat staging

Friday, Nov. 14: Parlay in the Park (Eure/Grayden Paul Parks) – 4:30-10 p.m.

Saturday, Nov. 15: Event hours: 10 a.m. – 5 p.m.

6 a.m.-10 p.m. - Front Street closed from parking space #46 (near Marsh) to Queen Street– Vendors on Front Street in parking spaces 46-79.

6-10 a.m. – Vendor Set-up

10 a.m. – Event officially opens – Cannon Fire opening

11 a.m.-1 p.m. – Sea Battle & Drama – Eure/Grayden Paul Park area – 2-hour drama culminating in an attack

1-5 p.m. – Cannon fire demonstrations every hour

5 p.m. – Event Closes – Vendors begin breakdown

6:30-7 p.m. – Crystal Coast Lady Dinner Cruise

7-10 p.m. – Parlay at Encampment with music (this event is TBD – will confirm)

10 p.m. – Vendors completely shut down and the road reopens

Sunday, Nov. 16:

10 a.m.-12 p.m. – Memorial Service for Captain Sinbad – 11:30 a.m.

Limited Street closure from Marsh to Pollock streets during the memorial service (10 a.m.-12

p.m.) (Exact timing is subject to change – will confirm before event)

Additional Requested Town Closures:

- John Newton Park – Vendors – Saturday only
- Eure Park –Encampment - Nov. 12-17
- Grayden Paul Park – Encampment - Nov. 12-17
- Closure of Pollock Street before the entrance to the Town Hall parking lot – leave access to ATM drive-thru – Saturday/Sunday
- Closure of parking spaces on Pollock for vendors - Saturday
- Requesting use of the property in front of the Town’s property at 611 Front Street – Pirate Encampment
- Parking in front of Town Hall on Pollock closed for vendors - Saturday
- Fire/EMS/Police staging – end of Pollock/Town Hall parking lot

Other Requests:

- 10 Trash Cans
- Electricity in John Newton Park
- Electricity in Grayden Paul Park
- 2 portapotties by the generator in the Town Hall parking lot
 - Portapotties delivered Thursday

Private Property being Utilized:

- Truist Bank Parking lot – Vendor Parking
- Truist Bank front lawn – Pirate Encampment & vendors close to the sidewalk
- Portapotties in Truist Parking lot back corner – Delivery Thursday or Friday
 - Above subject to Truist approval – Letter of approval to be submitted to the Town prior to the event.

This application has been reviewed by town staff and public safety staff. No major issues/concerns have been identified.

Event organizers are aware that they will need to pay for all Town resources required as outlined in the Town’s event procedures. Staffing needs will be determined as the event approaches.

REQUESTED ACTION: Consider approval or denial as presented.

EXPECTED LENGTH OF PRESENTATION: 10 minutes

SUBMITTED BY: Rachel Johnson, Events Coordinator

RECEIVED

JUL 28 2025



TOWN of
BEAUFORT
NORTH CAROLINA

Date Application Received:

7/28/25

4.

Permit Number:

APPLICATION FOR SPECIAL EVENT PERMIT

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

Events Coordinator, Town of Beaufort
701 Front Street P.O.
Box 390
Beaufort, NC 28516

Phone: (252) 728-2141 Email: rjohnson@beaufortnc.org

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

EVENT BASICS

Event Name: BEAUFORT PIRATE INVASION 2025

Location of Event Site: EURY & GP PARKS, TRUIST BANK + PROPERTY NEXT DOOR.

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

TRUIST BANK YARD

PROPERTY BETWEEN INLET INN AND BANK

LANDING AT POLLOCK + FRONT ST.

TOWN DOCK + DINGY DOCK

Run by: BEAUFORT PIRATE INVASION INC.

Applicant (Organizer) Name: CAPT. CARL CANNON Contact # 252-241-9049

Day of Event Contact #: 252-241-9049 Email: CARLCANNONJR@YAHOO.COM

Type of Event:

- Festival
- Parade
- 5K Race
- 10K Race
- Music Event

Other PIRATE INVASION

Actual Event Date(s): NOVEMBER 14-16 Time of Event: FRI-4:30PM, SAT-10AM,

SUN - 7AM

- Location of Restrooms
- 5K/10K race routes

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

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

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

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

10-TRASH CANS, ELECTRIC IN BOTH PARKS.
 CRAVEN ST. LOT + NEWTON PARK TO BE USED FOR VENDORS.
WE ARE REQUESTING PARKING SPACES #46-#79 FOR VENDORS
AND OPEN SPACE IN FRONT OF EURY PARK. WE ASK FOR ROAD CLOSURE
FOR SATURDAY FOR FRONT ST., FROM QUEEN ST. TO. PARKING SPACE #44.

OTHER EVENT DETAILS

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

~~EBD ON POTTIES~~, NO TENT RENTAL
GRAVEN AC FOR PORT-A-POTTIES

Will there be canon/re-enactment fire during your event? YES If yes, please coordinate with the Beaufort Fire Department for safety procedures.

ALCOHOL

4.

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

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

X  (Applicant's Signature)

ROAD CLOSURES

Does your event require a road closure? YES NO Please

provide specifics below: SATURDAY ONLY, QUEENST TO PARKING SPACE #6

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
<u>FRONT ST</u>	<u>6 AM</u>	<u>SAT 10 AM</u> 6 AM ?	<u>8 PM ?</u>	<u>10 PM</u>
<u>JACKSON</u>	<u>6</u>			

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

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

PARKING/PARKING LOTS

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

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

CRAVEN STREET PARKING LOT
FRONT STREET - SPACES #46 TO #79

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

Bicycle Parking: Yes _____ No

Additional Handicap Parking: Yes No _____ Location: BEHIND TOWN HALL

4.

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

PARKING LOTS AND SPACES WHERE AVAILABLE.

PARADE/WALK INFORMATION

NO PARADE

Parade Assembly Area: _____ Time: _____ Parade

Dismissal Area: _____ Time: _____ Parade Start Time:

EMERGENCY MANAGEMENT

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

Designated Emergency personal/liaison (onsite): CARL CANNON

Cell #: 252-241-9049 Other Contact: MICHAEL TAYLOR

How will your event staff react to severe weather?

WE WILL PAUSE OR CLOSE EVENT/ACTIVITIES UPON SEVERE WIND OR LIGHTNING.

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

LOAD WARNING ON PA SYSTEM AND VERBAL WARNINGS FROM PERSONNEL ON GROUND OR GOLFCARTS

RISK ASSESSMENT

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

STAFF WILL BE CONSTANTLY UPDATING WEATHER CONCERNS OR ISSUES. ALL FOODTRUCKS/TENTS WILL BE INSPECTED BY CC HEALTH DEPT. ANY SITE WITH GENERATORS OR ANY FIRE USE WILL REQUIRE EXTINGUISHER & BLANKET.

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

ALL STAFF HAS FIRE/FIRST AID/WEATHER, ETC PROCEDURES ADVISED AT SAFETY MEETINGS EACH DAY & EVENING.

FIRE EXTINGUISHERS WILL BE AT ALL SITES NEEDED. ALL VENDORS ARE REQUIRED TO HAVE FIRE EXTINGUISHER AND FIRE BLANKET.

TENTS

4.

Will you have tents at your event? _____ YES NO

Please list the tent sizes: _____

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

FOOD

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

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

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

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

VENDORS

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

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

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


CHECKLIST

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

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

I/We the event organizer CAPT. CARL 37 WINDY, on behalf of

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

Applicant's Signature  Date 6-8-25

Internal Use Only

Permission is granted to the applicant and/or sponsoring organization to use the streets/facilities/parks as listed in the application for the special event described.

Permit Issue Date: _____

Authorized Signature: _____

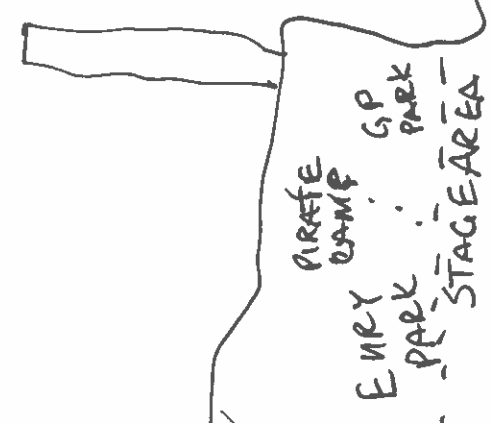
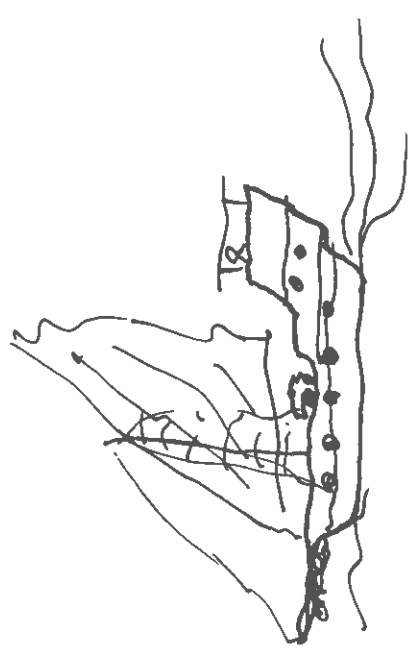
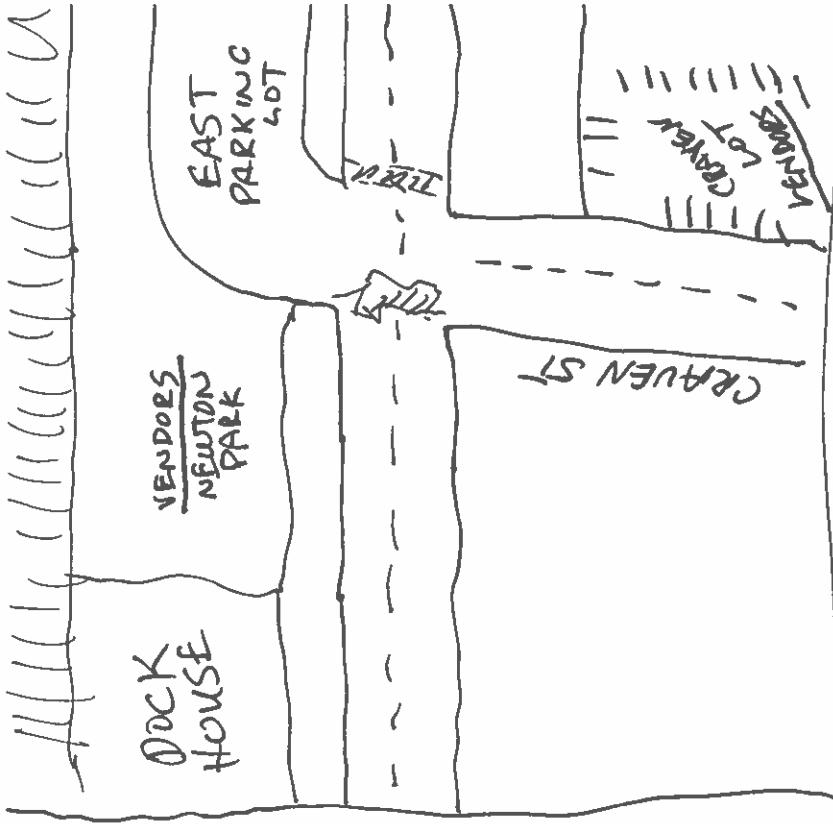
Insurance Certificate: Yes ___ No ___

Permit Fee: Yes ___ No ___

BOC Approval Date: _____

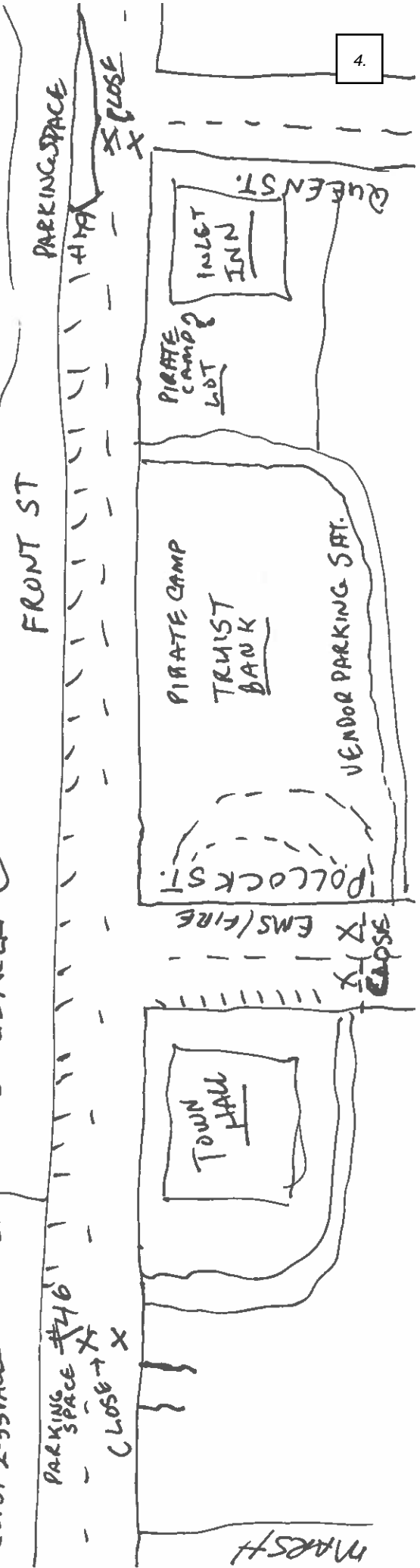
Police Chief Approval: _____

Fire Chief Approval: _____



* ONLY A FEW VENDORS WILL BE IN SPACES 46-79 WITH AT LEAST 2-3 SPACES BETWEEN

* ASKING FOR SAME ROAD CLOSURE AS IN 2019, IT WORKED WELL.





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

Board of Commissioners
Regular Meeting
6:00 PM – Monday, August 11, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Budget Amendment Capital Reserve Fund #22 & 23 & Waterfront Improvement Budget Amendment #2

BRIEF SUMMARY:

Capital Reserve (CRF) Budget Amendment #22

This budget amendment receives the funds in the CRF that were appropriated in the FY 26 Annual Budget for Streets -\$100,000 and Boardwalk/ Bulkhead \$100,000.

Capital Reserve (CRF) Budget Amendment #23

This budget amendment transfers funds from the CRF allocated for the Boardwalk/Bulkhead (WIP) to the Waterfront Improvement Project (WIP) \$248,570.

Waterfront Improvement Project Budget Amendment #2

This budget amendment receives funds from the CRF that were allocated for the WIP \$248,570.

This amendment brings the available balance in the Waterfront Improvement project to ~ \$490,465. This available balance does NOT reflect the loan proceeds of \$1.2M for the Fuel Tank Project.

REQUESTED ACTION:

Approve Capital Reserve Fund Budget Amendment #22 and #23 and Waterfront Improvement project Budget Amendment #2.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED: Yes



TOWN OF BEAUFORT CAPITAL RESERVE FUND AMENDMENT #22

WHEREAS, the Town of Beaufort adopted a Capital Reserve Fund Ordinance for Bulkhead/Board Walk Project, Utility Line Improvement Project, and Street Resurfacing Project on May 13, 2019, and

WHEREAS, the Board of Commissioners recognizes that periodic modifications to the revenues and expenditures for capital projects may be necessary for fiscal management purposes and to implement the decisions of the Board of Commissioners;

BE IT THEREFORE ORDAINED that the Board of Commissioners of the Town of Beaufort amend the Capital Reserve Fund for the Bulkhead/Board Walk Project and Street Resurfacing Project as follows:

- Receive funds in the Capital Reserve Fund that were budgeted in the FY 26 General Fund annual budget of \$100,00 for Street Projects and \$100,000 for Waterfront Improvement project.

SECTION I: REVENUE

<u>INCREASE</u>	
TRANSFER IN FROM GENERAL FUND	\$ 200,000
TOTAL INCREASE	\$ 200,000

SECTION II: EXPENDITURES

<u>INCREASE</u>	
FUTURE CAPITAL OUTLAY FOR STREET PROJECT	\$ 100,000
FUTURE CAPITAL OUTLAY FOR BULKHEAD/BOARDWALK (WIP) Project	\$ 100,000
TOTAL INCREASE	\$ 200,000

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer, to be kept on file by them for their direction in the disbursement of funds for carrying out this project:

Adopted this 11th day of August, 2025.

ATTEST:

Elizabeth Lewis
Town Clerk

Sharon E. Harker
Mayor



TOWN OF BEAUFORT CAPITAL RESERVE FUND AMENDMENT #23

WHEREAS, the Town of Beaufort adopted a Capital Reserve Fund Ordinance for Bulkhead/Board Walk Project, Utility Line Improvement Project, and Street Resurfacing Project on May 13, 2019, and

WHEREAS, the Board of Commissioners recognizes that periodic modifications to the revenues and expenditures for capital projects may be necessary for fiscal management purposes and to implement the decisions of the Board of Commissioners;

BE IT THEREFORE ORDAINED that the Board of Commissioners of the Town of Beaufort amend the Capital Reserve Fund for the Bulkhead/Board Walk Project as follows:

- Transfer funds from the Capital Reserve Fund Bulkhead/ Boardwalk (WIP) Project to the Waterfront Improvement project Fund \$248,570.

SECTION I: REVENUE

DECREASE

TRANSFER TO CPF- WATERFRONT IMPROVEMENT PROJECT	\$ 248,570
TOTAL DECREASE	\$ 248,570

SECTION II: EXPENDITURES

DECREASE

FUTURE CAPITAL OUTLAY FOR BULKHEAD/BOARDWALK (WIP).....	\$ 248,570
TOTAL DECREASE	\$ 248,570

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer, to be kept on file by them for their direction in the disbursement of funds for carrying out this project:

Adopted this 11th day of August, 2025

ATTEST:

Elizabeth Lewis
Town Clerk

Sharon E. Harker
Mayor



**TOWN OF BEAUFORT
CAPITAL PROJECT BUDGET AMENDMENT #2
WATERFRONT IMPROVEMENT PROJECT**

WHEREAS, the Town of Beaufort adopted a Capital Project Budget Ordinance for Waterfront Improvement Project on August 14, 2023 and

WHEREAS, the Board of Commissioners recognizes that periodic modifications to the revenues and expenditures for capital projects may be necessary for fiscal management purposes and to implement the decisions of the Board of Commissioners;

BE IT THEREFORE ORDAINED that the Board of Commissioners of the Town of Beaufort amend the Capital Project Budget Ordinance for Waterfront Improvement Project as follows:

- Receive funds from the Capital Reserve Fund that were budgeted in the FY 25 and FY 26 General Fund annual budget of \$148,570 and \$100,00 for the Waterfront Improvement project.

SECTION I: REVNUUE

INCREASE

TRANSFER FROM CAPITAL RESERVE FUND- BOARDWALK	\$ 248,570
TOTAL INCREASE	\$ 248,570

SECTION II: EXPENDITURES

INCREASE

WIP- ENGINEER/DESIGN	\$ 248,570
TOTAL INCREASE	\$ 248,570

SECTION III: DISTRIBUTION

Copies of this ordinance shall be furnished to the Town Manager and Finance Officer to be kept on file for their direction in the disbursement of funds for carrying out this project.

Adopted this 11th day of August 2025.

ATTEST:

Elizabeth Lewis
Town Clerk

Sharon E. Harker
Mayor



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

Board of Commissioners
Regular Meeting
6:00 PM – Monday, August 11, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Public Hearing
SUBJECT: Financing of Fuel Farm

BRIEF SUMMARY:

Conduct a Public Hearing on whether the Town should approve a financing agreement with First Bank for the construction and installation of a Fuel Tank Farm.

The proposed project includes the acquisition and installation of fuel tanks and related infrastructure to be located in the Western Parking Lot on Front Street (PIN #730505196749000), with the total financing not to exceed \$1,200,000. The financing is proposed to be structured as an installment financing agreement, with First Bank, with a fixed interest rate of 3.90% for a term of 60 months (5 years). The financed equipment and improvements will serve as collateral, as permitted under North Carolina General Statute §160A-20.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED: No

COMMERCIAL REAL ESTATE LOAN
Term Sheet
CL-1090011274

July 14, 2025

Town of Beaufort

To Whom It May Concern:

First Bank is pleased to inform you that your application for a term loan secured by UCC Security Agreement has been approved subject to the terms and conditions listed below:

- I. **Borrower:** Town of Beaufort, Inc.
- II. **Guarantor(s):** N/A
- III. **Loan Amount:** \$1,200,000
- IV. **Interest Rate:** 3.90% fixed pending confirmation of tax exempt status.
- V. **Term:** 60 months from note date.
- VI. **Repayment:** Fully amortizing, annual principal plus interest payments in arrears beginning one year from closing date.
- VII. **Prepayment:** N/A
- VIII. **Loan Fee:** N/A
- IX. **Collateral:** Security interest (UCC) in the equipment and fixtures being financed.
- X. **Flood Certification:** N/A
- XI. **Insurance:** First Bank will require coverage in the amount of no less than the full replacement cost of subject collateral. First Bank will be listed as First Mortgagee on this policy

under a standard mortgagee clause acceptable to the Bank.

XII. Appraisal: N/A

XIII. Financial Statements: Financial Statements shall be provided upon request.

XIV. Title Insurance: N/A

XV. Survey: N/A

XVI. Legal Review: Legal review by outside counsel is required on this loan. All lender legal review fees will be paid by the Borrower at closing not to exceed \$4,000.

XVII. Other Expense: N/A

XVIII. Organizational Documents: We require the following Organizational Documentation, certified by an authorized officer or representative of the Borrower:

1. Certificate of Existence (Good Standing) from the Secretary of State’s Office for each entity.
2. Certified copy of the Articles of Incorporation (Organization) from the Secretary of State’s Office.
3. A copy of the Bylaws or Operating Agreement.
4. A resolution (and incumbency certificate) authorizing the entity to accept the loan (or guarantee thereof) from First Bank and authorizing appropriate officers/managers to sign the loan documents on behalf of the entity.

In addition, formal approval by the NC LGC will be required prior to closing.

XIX. Miscellaneous: First Bank may require additional documentation, opinions of counsel for Borrower, evidence of environmental compliance utilities, permits and zoning as may reasonably be necessary to assure feasibility and authority of the purposes for which loan proceeds will be used.

XX. Assignment: This commitment is issued to the borrower and cannot be assigned by the borrower without the written consent

of First Bank.

XXI. Additional Covenants:

The borrower must indemnify First Bank against any claims, losses, or costs arising from potential environmental issues related to the subject collateral.

XXII. Additional Conditions:

Thank you for giving First Bank the opportunity to be of service to you. We sincerely hope that you find these terms and conditions to your satisfaction. Please indicate your acceptance by signing below and returning this letter to our office. Unless received by First Bank on or before August 15th 2025, this commitment letter shall expire and no longer be binding.

First Bank has relied upon the statements, representations and information provided by Borrower in the evaluation of this loan request. Borrower certifies that all information provided to First Bank has been true and complete in all respects to the best of Borrower’s knowledge and Borrower further covenants to provide additional information to First Bank in the event of any material or adverse change in Borrower’s condition. If any information is found to be inaccurate, misrepresented or misleading, or if there exists any material or adverse change, this commitment may be revised or canceled by First Bank in its sole discretion.

First Bank has not and does not provide investment advice in any loan transaction. In accepting this commitment, the Borrower and any Guarantors acknowledge that any loan involves risk that must be assessed by the Borrower and Guarantors in the exercise of their independent business judgment.

Sincerely,



Jason Williams
Business Development Officer
Vice President
First Bank, Beaufort, NC

ACCEPTANCE

The foregoing terms and conditions are hereby accepted and agreed to this _____ day of _____, 2025.

BORROWER:

_____, Inc.

By:

GUARANTOR(S):

N/A _____, Inc.
a North Carolina limited liability company

N/A
By:



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025**

AGENDA CATEGORY: Old Business
SUBJECT: Wastewater Allocation Request
302 Island Drive

BRIEF SUMMARY:

The applicants Brandon Baker and Krystal Chisholm are requesting that 240 gallons per day (gpd) of sewer treatment capacity be allocated for a proposed 4-bedroom single-family residence at 302 Island Drive in the existing out of Town service area of Deerfield Shores. Town pump station #25 that serves the Deerfield subdivision was initially designed for 29 existing home lots, 1 marina building, plus 15 additional 3-bedroom lots for a total design flow of 18,040 GPD based on the old allocation amount of 120 GPD per bedroom (since reduced to 60 gpd/bedroom). 26 of the original 30 allocated lots are occupied and 7 approved lots outside of the original 30 are currently connected to the system. 12 more un-built lots outside of the original 30 have been identified as possible future connections for a total of 19 additional connections. The current avg daily flow of 2,000 GPD plus 4 obligated and 12 future 3-bedroom houses comes out to 2,880 GPD which is well below the original design capacity of 18,040 GPD.

An annexation request will not be required. Water service will be provided by Carolina Water Service. Billing information will need to be coordinated with Carolina Water Service.

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

REQUESTED ACTION:

Consider allocation request of 240 gpd of sewer capacity to 302 Island Drive for single family home within Deerfield subdivision.

EXPECTED LENGTH OF PRESENTATION:

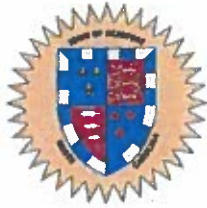
10 minutes

SUBMITTED BY:

Sam Bell, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

No



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

WASTEWATER ALLOCATION REQUEST

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

Wastewater Allocation Request Review Fee: \$50

SITE INFORMATION

Name of Project: BAKER HOUSE Acreage of Property: 4.18
County Tag Number: N/A NC PIN: 430701070811000
Address/Location: 302 ISLAND DRIVE, BEAUFORT NC 28516
DEERFIELD SHORES
Zoning District: _____
Location Status: Town Limits Existing Out-of-Town Service Area
 Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: BRANDON BAKER & KRISTAL CHISHOLM
Mailing Address: 1538 OLD DURHAM ROAD, ROXBORO NC 27573
Phone Number: 919-369-2311 Fax: _____
Contact Person: BRANDON BAKER
Email Address: ROXBORDAUTOBODY@HOTMAIL.COM

PROPERTY OWNER INFORMATION

Name: BRANDON BAKER & KRISTAL CHISHOLM
Mailing Address: 1538 OLD DURHAM ROAD, ROXBORO NC 27573
Phone Number: 919-369-2311 Fax: _____
Email Address: ROXBORDAUTOBODY@HOTMAIL.COM

FOR OFFICE USE ONLY
Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change Use Type: Residential Commercial

Proposed Use(s): DWELLING Existing Use(s): _____

Developer Name: BRANDON BAKER & KRISTAL CHISHOLM

Mailing Address: 1538 OLD DURHAM ROAD, ROXBORO NC 27573

Phone Number: 919-309-2311 Fax Number: _____

Email Address: ROXBOROAUTOBODY@HOTMAIL.COM

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

The following supplemental information is required:

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

Residential:

Gross Acreage: 4.18

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units			
>3 Bedroom Units	<u>4</u>	<u>60</u>	<u>240</u>
Total		-----	

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

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

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

Gross Acreage: _____

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Total			-----	

TOTAL REQUESTED GALLONS PER DAY: 240

APPLICANT AFFIDAVIT

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

BRANDON BAKER
Print Name
KRYSTAL CHISHOLM

Brandon Baker
Signature of Applicant
Krystal Chisholm

Feb. 5th 2025
Date

ENGINEER'S CERTIFICATION

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

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

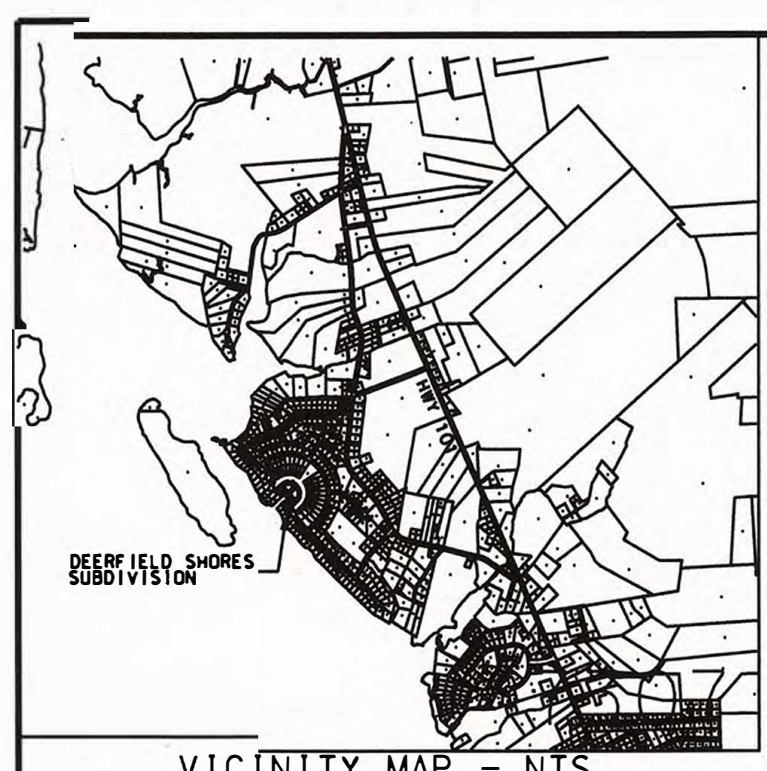
Signed and Dated Professional Engineer Seal

Firm Name

Address

Telephone No.

Email Address



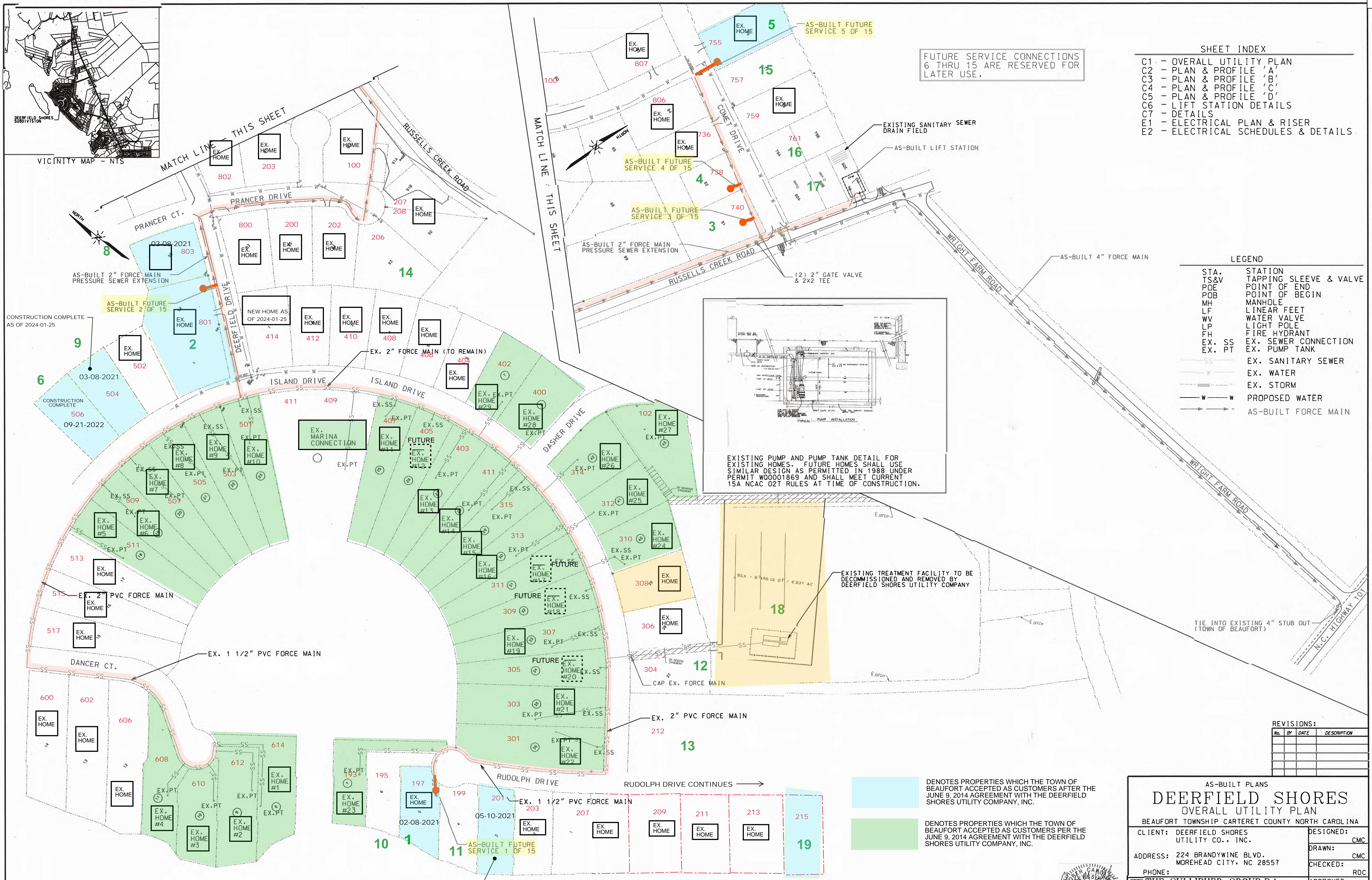
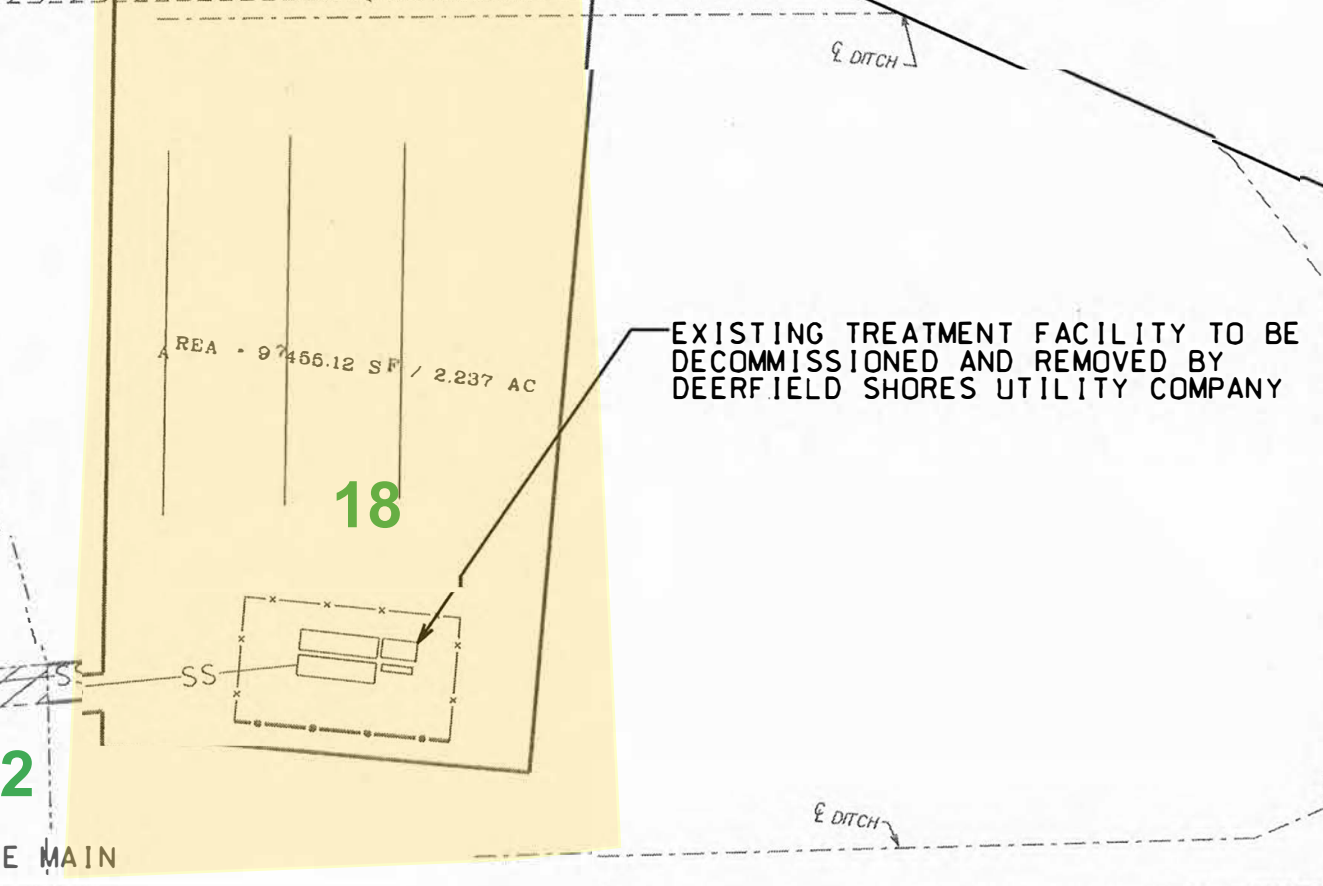
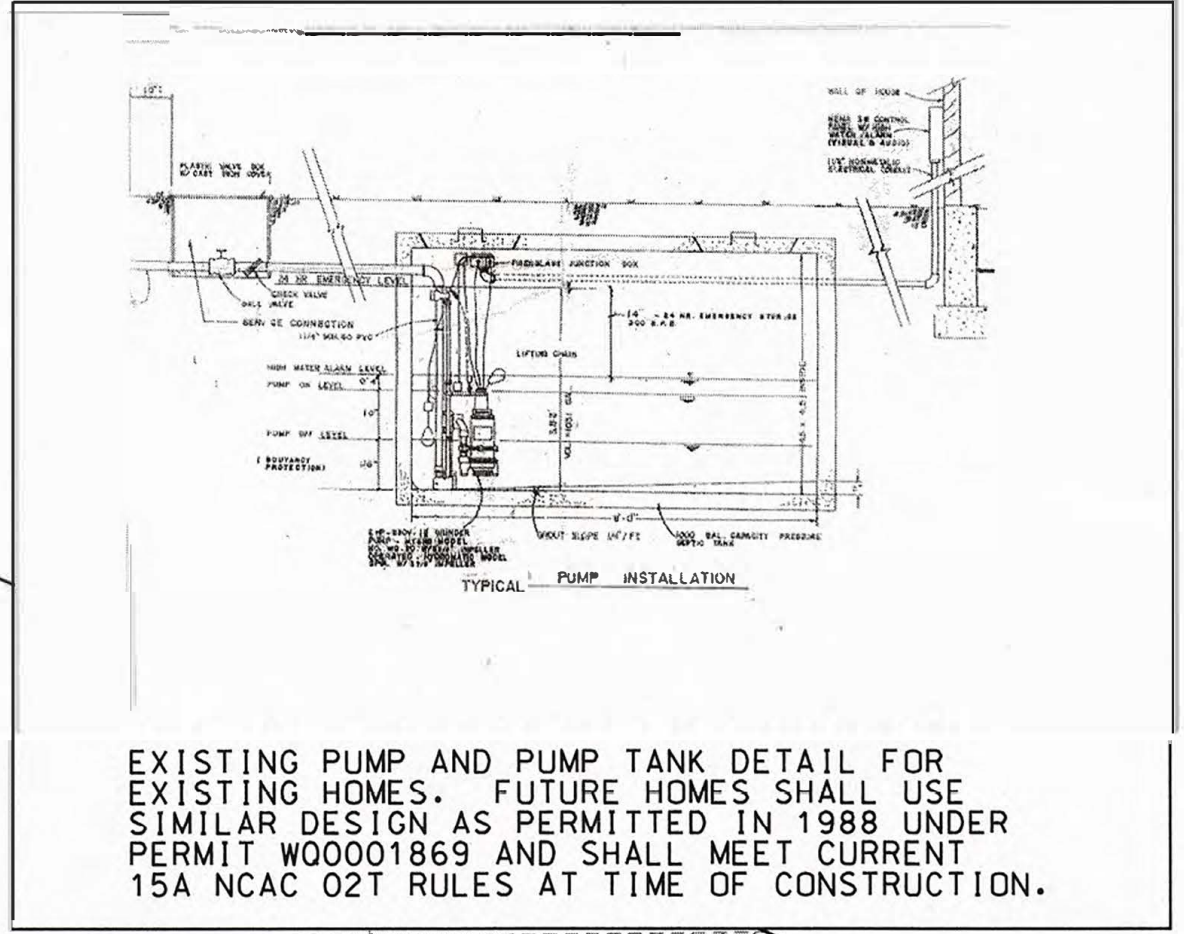
FUTURE SERVICE CONNECTIONS 6 THRU 15 ARE RESERVED FOR LATER USE.

SHEET INDEX

- C1 - OVERALL UTILITY PLAN
- C2 - PLAN & PROFILE 'A'
- C3 - PLAN & PROFILE 'B'
- C4 - PLAN & PROFILE 'C'
- C5 - PLAN & PROFILE 'D'
- C6 - LIFT STATION DETAILS
- C7 - DETAILS
- E1 - ELECTRICAL PLAN & RISER
- E2 - ELECTRICAL SCHEDULES & DETAILS

LEGEND

STA.	STATION
TS&V	TAPPING SLEEVE & VALVE
POE	POINT OF END
POB	POINT OF BEGIN
MH	MANHOLE
LF	LINEAR FEET
WV	WATER VALVE
LP	LIGHT POLE
FH	FIRE HYDRANT
EX. SS	EX. SEWER CONNECTION
EX. PT	EX. PUMP TANK
SS	EX. SANITARY SEWER
W	EX. WATER
S	EX. STORM
W-W	PROPOSED WATER
—	AS-BUILT FORCE MAIN



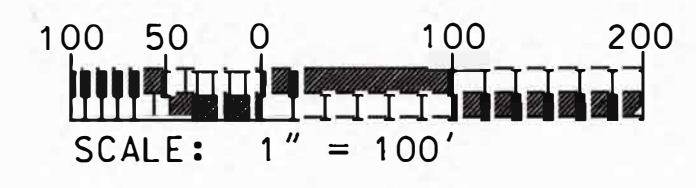
REVISIONS:

No.	BY	DATE	DESCRIPTION

■ DENOTES PROPERTIES WHICH THE TOWN OF BEAUFORT ACCEPTED AS CUSTOMERS PER THE JUNE 9, 2014 AGREEMENT WITH THE DEERFIELD SHORES UTILITY COMPANY, INC.

■ DENOTES PROPERTIES WHICH THE TOWN OF BEAUFORT ACCEPTED AS CUSTOMERS PER THE JUNE 9, 2014 AGREEMENT WITH THE DEERFIELD SHORES UTILITY COMPANY, INC.

SHEET #C1 OF 7
PROJECT #: PM108-1
DESIGN FILE #: 108-DEERFIELD/Septic Plans



AS-BUILT PLANS
DEERFIELD SHORES
OVERALL UTILITY PLAN
BEAUFORT TOWNSHIP CARTERET COUNTY NORTH CAROLINA

CLIENT: DEERFIELD SHORES UTILITY CO., INC.	DESIGNED: CMC
ADDRESS: 224 BRANDYWINE BLVD. MOREHEAD CITY, NC 28557	DRAWN: CMC
PHONE:	CHECKED: RDC
THE CULLIPHER GROUP P.A. ENGINEERING & SURVEYING SERVICES 151A HIGHWAY 24 MOREHEAD CITY, N.C. 28557 (252) 773-0090 LICENSE NO. C-4482	APPROVED: CMC
CHARLES M. CULLIPHER P.E.	DATE: 5/21/2020
	SCALE: 1" = 100'



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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025**

AGENDA CATEGORY: Old Business
SUBJECT: F3 Marinas Draft Contract

SUMMARY:

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

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



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

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

AGENDA CATEGORY: Old Business

SUBJECT: Godette Hotel- Draft Encroachment Agreement

SUMMARY:

Attached for the Board’s review and consideration are two documents related to the proposed encroachment agreement for the Godette Hotel:

- **SL Redline** – Submitted by the property owner's attorney to Arey Grady.
- **TOB Redline** – Revised by Arey Grady, reflecting the Town’s position. This version incorporates some of the property owner's requested edits while declining others.

If the Board is comfortable with the terms as presented, staff and legal counsel will move forward with negotiating a firm time schedule for construction commencement and completion, with execution and delivery of the encroachment agreement to be conditioned on meeting that schedule.

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk

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

Revenue Stamps: n/a
Parcel ID #: 730618302873000
Type of Instrument: AGMT
~~Grantor's Primary Residence: NO~~

Address of ~~Owner~~Grantor: _____

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

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

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

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

WHEREAS, located on the Property are certain improvements, commonly known as the Godette Hotel, an historic two-story building. ~~a~~ portion of the improvements located upon the Property, namely a second story ~~-covered porch~~ porch with supports (referred to collectively herein as "Encroachments"), encroaches over and into rights of way maintained, controlled or owned by Town; and,

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

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

1. Town acknowledges and consents to the location of the Encroachments as shown on Exhibit A and agrees that the Encroachments may continue in accordance with the terms and conditions set forth herein, provided, however, that Town may terminate this instrument upon breach by Owner of any provision set forth herein. The foregoing provision notwithstanding, Town acknowledges and agrees that Owner intends to rehabilitate the improvements on the Property, including the Encroachments. Such rehabilitation may include the removal of the Encroachments from the improvements solely for the purposes of bringing the Encroachments up to current North Carolina State Building Codes. The Town shall ~~seeknot to~~ seek to terminate ~~ion of~~ its consent to the Encroachment during any period that Owner is rehabilitating the Property and improvements.

2. Owner agrees that at all times the Encroachments shall be maintained and repaired as necessary to meet the then-current North Carolina State Building Code provisions applicable to the Encroachments. Owner shall be permitted at all times that this agreement and the Town's consent applies to maintain and repair the Encroachments. Any removal of the Encroachments by Owner during such maintenance and repair shall not terminate the Town's consent.

3. Owner, at Owner's sole cost and expense, shall maintain casualty insurance on the Property and a general comprehensive public liability insurance policy issued by an insurance company licensed to do business in North Carolina and with policy terms reasonably satisfactory to Town, which policy shall insure Owner, and, as an "Additional Insured" ~~or "Additional Insureds", Town and any other persons designated by Town,~~ against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with the Encroachments. The limits of such policy or policies shall be in an amount of not less than Two Million _____ Dollars (\$2,000,000.00 _____) with respect to injuries to or death of any one (1) person, in an amount of not less than One Million _____ Dollars (\$1,000,000.00 _____) with respect to any one (1) accident or disaster, and in an amount

not less than Four Hundred Thousand _____ Dollars (\$400.000.00_____) with respect to property damaged or destroyed. Such policy or policies shall be non-cancellable except after thirty (30) days prior written notice to Town. Such policy or policies or duly executed certificates of insurance as required shall be delivered to Town simultaneously with the execution of this instrument and thereafter within thirty (30) at least ten (10) days ~~prior to the expiration~~ of each policy renewal term. In the event Owner fails to maintain such insurance or to provide Owner certificates thereof, ~~in addition to other remedies available to Town for default by Owner hereunder,~~ Town may, but shall not be obligated to, obtain such insurance and Owner immediately shall reimburse the cost thereof to Town.

4. Owner agrees to indemnify and hold harmless Town, its officials, employees, and agents, from and against any and all threatened or incurred loss, cost, fine, suit, liability, claim, or damage of any kind (including all costs and reasonable attorney's fees incurred together with all such costs and fees incurred in the enforcement of this indemnity) arising in any manner out of or as a result of Owner's breach, nonfulfillment, or failure to comply with the terms of this instrument, or out of any negligent or intentional act, omission, or failure to act, by Owner or its employees, agents, invitees, or lessees.

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

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

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

8. In the event the Encroachments are destroyed by any intentional or grossly

negligent act or omission caused ~~by Owner or are removed~~, this instrument shall terminate and the consent and approval of Town set forth in paragraph 1 above shall be deemed void and of no further force or effect. Damage or destruction of the Encroachments caused by Acts of God, force majeure, or intentional or negligent actions of third-parties shall not affect the provisions of this agreement and/or the consent of the Town to the Encroachments, provided Owner takes reasonable steps to restore the second story porchatio to its pre-existing condition in a commercially reasonable time period.

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

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

(SIGNATURE PAGES ARE ATTACHED)

CEDAR POLLOCK PROPERTIES LLC

BY: _____
_____, its _____

ACKNOWLEDGEMENT

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

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

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

NOTARY PUBLIC



TOWN OF BEAUFORT

By: _____
SHARON HARKER, Mayor

(TOWN SEAL)

ATTEST:

ELIZABETH LEWIS, Town Clerk,
Board of Commissioners

ACKNOWLEDGEMENT

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

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

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT



EXHIBIT A

Encroachment Description

[see attached survey]

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

Revenue Stamps: n/a
Parcel ID #: 730618302873000
Type of Instrument: AGMT

Address of Owner: _____

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

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

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

WHEREAS, located on the Property are certain improvements, commonly known as the Godette Hotel, an historic two-story building. A portion of the improvements located upon the Property, namely a second story covered porch with supports (referred to collectively herein as “Encroachments”), encroaches over and into rights of way maintained, controlled or owned by Town; and,

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

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

1. Town acknowledges and consents to the location of the Encroachments as shown on Exhibit A and agrees that the Encroachments may continue in accordance with the terms and conditions set forth herein, provided, however, that Town may terminate this instrument upon breach by Owner of any provision set forth herein. The foregoing provision notwithstanding, Town acknowledges and agrees that Owner intends to rehabilitate the improvements on the Property, including the Encroachments. Such rehabilitation may include the removal of the Encroachments from the improvements solely for the purpose of bringing the Encroachments up to current North Carolina State Building Codes. The Town shall not seek to terminate its consent to the Encroachments during any period that Owner is rehabilitating the Property and improvements provided that such rehabilitation is proceeding in a commercially reasonable time period without unreasonable or undue delay.

2. Owner agrees that at all times the Encroachments shall be maintained and repaired as necessary to meet the then-current North Carolina State Building Code provisions applicable to the Encroachments. Owner shall be permitted at all times that this agreement and the Town's consent applies to maintain and repair the Encroachments. Any removal of the Encroachments by Owner during such maintenance and repair shall not terminate the Town's consent provided that such maintenance and repair is proceeding in a commercially reasonable time period without unreasonable or undue delay.

3. Owner, at Owner's sole cost and expense, shall maintain casualty insurance on the Property and a general comprehensive public liability insurance policy issued by an insurance company licensed to do business in North Carolina and with policy terms reasonably satisfactory to Town, which policy shall insure Owner, and, as an "Additional Insured", Town, against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with the Encroachments. The limits of such policy or policies shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) with respect to injuries to or death of any one (1) person, in an amount of not less than One

Million Dollars (\$1,000,000.00) with respect to any one (1) accident or disaster, and in an amount not less than Four Hundred Thousand Dollars (\$400,000.00) with respect to property damaged or destroyed. Such policy or policies shall be non-cancellable except after thirty (30) days prior written notice to Town. Such policy or policies or duly executed certificates of insurance as required shall be delivered to Town simultaneously with the execution of this instrument and thereafter within thirty (30) days of each policy renewal term. In the event Owner fails to maintain such insurance or to provide Owner certificates thereof, in addition to other remedies available to Town for default by Owner hereunder, Town may, but shall not be obligated to, obtain such insurance and Owner immediately shall reimburse the cost thereof to Town.

4. Owner agrees to indemnify and hold harmless Town, its officials, employees, and agents, from and against any and all threatened or incurred loss, cost, fine, suit, liability, claim, or damage of any kind (including all costs and reasonable attorney's fees incurred together with all such costs and fees incurred in the enforcement of this indemnity) arising in any manner out of or as a result of Owner's breach, nonfulfillment, or failure to comply with the terms of this instrument, or out of any negligent or intentional act, omission, or failure to act, by Owner or its employees, agents, invitees, or lessees.

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

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

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

8. In the event the Encroachments are destroyed by any intentional or grossly

negligent act or omission caused by Owner, this instrument shall terminate and the consent and approval of Town set forth in paragraph 1 above shall be deemed void and of no further force or effect. Damage or destruction of the Encroachments caused by Acts of God, force majeure, or intentional or negligent actions of third-parties shall not affect the provisions of this agreement or the consent of the Town to the Encroachments, provided Owner takes reasonable steps to restore the ~~second story porch~~ Encroachments to ~~its~~ their pre-existing condition in a commercially reasonable time period without unreasonable or undue delay.

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

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

(SIGNATURE PAGES ARE ATTACHED)

CEDAR POLLOCK PROPERTIES LLC

BY: _____
_____, its _____

ACKNOWLEDGEMENT

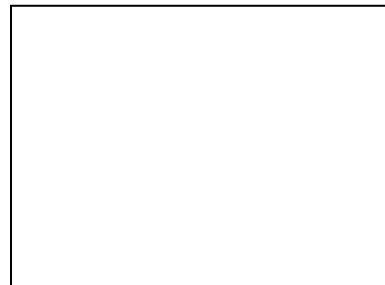
The undersigned Notary Public does hereby certify that _____ personally appeared before such Notary Public this day in the State of _____ and County or City of _____ and acknowledged (i) that ___he is the _____ of **CEDAR POLLOCK PROPERTIES LLC**, a limited liability company, and (ii) that by authority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

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

My Commission Expires:

NOTARY SEAL/STAMP MUST APPEAR
LEGIBLY IN BOX TO RIGHT

NOTARY PUBLIC



TOWN OF BEAUFORT

By: _____
SHARON HARKER, Mayor

(TOWN SEAL)

ATTEST:

ELIZABETH LEWIS, Town Clerk,
Board of Commissioners

ACKNOWLEDGEMENT

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

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

My Commission Expires:

NOTARY PUBLIC

NOTARY SEAL/STAMP MUST APPEAR
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EXHIBIT A

Encroachment Description

[see attached survey]



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

Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025
614 Broad Street- Train Depot

AGENDA CATEGORY: New Business
SUBJECT: Food Truck – Temporary Waiver Request

BRIEF SUMMARY:

During the July 28, 2025, Work Session, the Board directed the Town staff to develop criteria that would allow a temporary waiver of enforcement of Food Trucks at specific locations. Since the workshop staff has developed criteria, reached out to potential applicants, and posted on Town social media (See Public Notification Attachment). To date, two requests have been submitted for the Boards consideration which are included in your agenda packet for consideration.

REQUESTED ACTION:

Consideration of Temporary Waiver Request for a specific Food Truck location.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Garner
Planning Director

BUDGET AMENDMENT REQUIRED:

N/A

PLANNING STAFF REPORT

To: Planning Board Members
From: Kyle Garner, AICP, Town Planner
Date: August 6, 2025
Project Food Truck – Temporary Waiver Request

BACKGROUND:

During the July 28, 2025, work session, the Board directed the town staff to develop criteria that would allow a temporary waiver of enforcement of Food Trucks at specific locations. This approach would be the first phase in a two-phased approach to address the use of food trucks and other itinerant merchants. Since the workshop staff has developed **criteria** (below), reached out to potential applicants, and posted on the Town website (See Public Notification Attachment). To date two requests have been submitted for the Boards consideration which are included in your agenda packet for consideration.

Criteria:

Temporary Food Truck Operation on Public Property

An applicant shall submit a formal letter to the Town of Beaufort requesting temporary permission to operate a mobile food vendor on public property.

The letter should include the following:

- A request to operate in a specific location to include the exact parking space by number and a map/exhibit of the area for consideration.
- A list of each mobile food vendor that would be included under the temporary waiver.

Proposed Temporary Authorization

If approved by the Board, the applicant would be allowed to operate one food truck in the designated public parking space through December 31, 2025.

Applicants:

To date two applications have been submitted which are:

- Fishtown Brew House (133B Turner Street) - Submitted a letter/request for a temporary waiver for the use of a food truck within an individual parking space. The applicant’s information included a list of all food truck users within a specified parking space and included maps/exhibits as to the exact location of the waiver request.

Based on the information provided, the location would be the loading/unloading zone space (#232) extending to the 15-minute parking space in front of 133B Turner Street (Fishtown Brew House).

- Beaufort Spirits Company LLC (513 Front Street) - Submitted a letter/request for a temporary waiver for the use of a food truck within an individual parking space. The applicant’s information included a list of all food truck users within a specified parking space and staff have provided an ariel map of the location request.

Based on the information provided, the location would be Parking Space 905 – used as golf cart parking in front of 513 Front Street (Beaufort Spirits).

Requested Action:

Consideration of Temporary Waiver Request for:

- Fish Town Brew House – 133B Turner Street
- Beaufort Spirits Company LLC - 513 Front Street

ATTACHMENTS:

1. Fish Town – Request
2. Beaufort Spirits Company, LLC- Request
3. Beaufort Spirits LLC – Map
4. Public Notification

Food Truck Operations & Itinerant Merchant Ordinance Enforcement Update

News Release Date

08-04-2025



Food Truck Operations & Itinerant Merchant Ordinance Enforcement

The Town of Beaufort Board of Commissioners held a work session on Monday, July 28, 2025, to review and discuss the Town’s current Itinerant Merchant Ordinance. As a result of that discussion, the following actions and updates are being shared with the public:

Enforcement of Existing Ordinance

Beginning Tuesday, Aug. 12, 2025, the Town will resume active enforcement of the Itinerant Merchant Ordinance. This includes restricting food truck and mobile vendor operations on public property, such as streets and public parking areas.

Pathway for Temporary Operation Requests

Businesses or individuals wishing to temporarily operate a food truck on public property must submit a formal request for consideration by the Town Board of Commissioners. The request should include:

- A formal letter addressed to the Town of Beaufort.
- A request to operate in a specific public parking space, with the space identified by number or a map/exhibit.
- A list of all mobile food vendors proposed to operate under the request.

Rolling Submission Deadlines

To be considered at the Aug. 11, 2025, Board of Commissioners meeting, all requests must be submitted no later than 11 a.m. on Tuesday, August 5, 2025.

To be considered at the Sept. 8, 2025, Board of Commissioners meeting, all requests must be submitted no later than 11 a.m. on Tuesday, Sept. 2, 2025.

Temporary Waiver Consideration

If approved, temporary waivers will be valid through Dec. 31, 2025, for the approved location and vendor(s).

Questions?

For more information or to coordinate your request, please contact:

- Kyle Garner, Planning Director
- Phone: 252-728-2141

- Email: Kyle Garner k.garner [at] beaufortnc.org (k[dot]garner[at]beaufortnc[dot]org)

We appreciate everyone’s cooperation as the Town works to ensure compliance and clarity around food truck operations in public spaces.

August 5th, 2025

Joey McClure
Fishtowne Brew House
133B Turner Street
Beaufort NC, 28516
252-240-9252

Dear Mayor and Commissioners:

I am requesting temporary permission to operate mobile food vendors on public property and to secure the area with cones 1 hour before their arrival.

The area requested includes the 15-minute parking space directly in front of Fishtowne, the area directly in front of the driveway on the North side of Fishtowne (133B Turner Street) where we already have a 50-amp outlet installed and the hash marked area between the driveway and the entrance to the church parking lot. It does not block the church lot entrance. This space is large enough to fit the various types of truck and truck/ trailer combinations that we invite. (see attached photos and diagrams)

Typically, we have used orange cones an hour or so in advance of the vendors arrival to secure the needed parking area. I am requesting permission to do so as well.

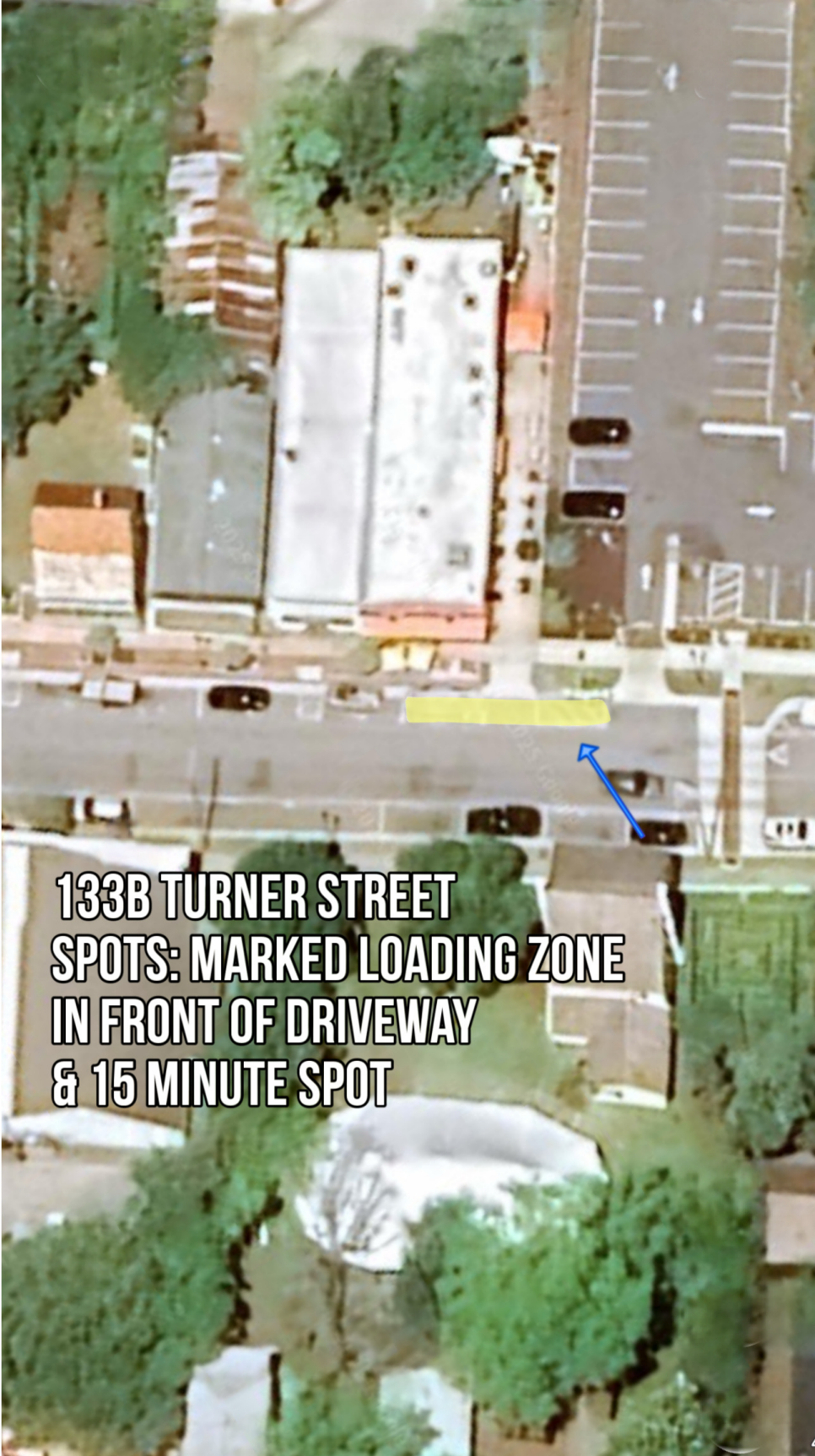
Below is a list of food trucks and mobile vendors we use.

- Soya Tacos
- Surf Shack Eatery
- High On The Hog
- Shirleys BBQ
- Coastal Cay
- Tanjas German Street Food.
- The Burger Bus
- Thai Sticky Rice
- Dank Buritto
- The Peach Cobbler Factory

Thank you very much for your consideration in this important matter.

Sincerely,

Joey McClure
Owner / Operator
Fishtowne Brew House



**133B TURNER STREET
SPOTS: MARKED LOADING ZONE
IN FRONT OF DRIVEWAY
& 15 MINUTE SPOT**







Subject: Itinerant Merchant Operation Request
To: Town of Beaufort
From: Beaufort Spirits Company LLC

Beaufort Spirits Company/ Angel's Share Inn and Cafe requests a temporary Itinerant Merchant permit using parking space number 905 on Front Street in front of my property 513 Front Street.

As per the emails sent by Matt Zapp, I am submitting this by Aug 6th, 11am.

Please see the attached Addendum of possible food truck vendors.

Thank you,

Nelson Owens

Nelson N Owens

Owner

Beaufort Spirits Company



Authorized Food Truck Operators

La Soya Taco

Coastal Cay Fish Taco

Shirley's BBQ

High on the hog

Surf shack

King tut

Garden of eaten

Tahjes German Street Food

What's Jay cooking

Cousins main lobster

Bookaninas

Cheese steak hustle

Thai sticky rice

Tasty Thai





Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025**

AGENDA CATEGORY: New Business

SUBJECT: Parks and Recreation Advisory Board Appointment

REQUESTED ACTION:

The Board is asked to appoint one member to the Parks and Recreation Advisory Board to fill a vacancy created by a recent resignation. The unexpired term runs through September 30, 2027. Applicants for consideration are listed below. Full applications are on file at Town Hall and have also been shared electronically with the Board of Commissioners.

Current Applicants:

- **Bruce Mann**
- **Marvin Tomlin**

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM Monday, August 11, 2025**

AGENDA CATEGORY: New Business
SUBJECT: Wastewater Allocation Request
308 Island Drive

BRIEF SUMMARY:

The applicant Matthew Hall is requesting that 180 gallons per day (gpd) of sewer treatment capacity be allocated for an existing 3-bedroom single-family residence at 308 Island Drive in the existing out of Town service area of Deerfield Shores. Town pump station #25 that serves the Deerfield subdivision was initially designed for 29 existing home lots, 1 marina building, plus 15 additional 3-bedroom lots for a total design flow of 18,040 GPD based on the old allocation amount of 120 GPD per bedroom (since reduced to 60 gpd/bedroom). 26 of the original 30 allocated lots are occupied and 7 approved lots outside of the original 30 are currently connected to the system. 12 more un-built lots outside of the original 30 have been identified as possible future connections for a total of 19 additional connections. The current avg daily flow of 2,000 GPD plus 4 obligated and 12 future 3-bedroom houses comes out to 2,880 GPD which is well below the original design capacity of 18,040 GPD.

An annexation request will not be required. Water service will be provided by Carolina Water Service. Billing information will need to be coordinated with Carolina Water Service.

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

REQUESTED ACTION:

Consider allocation request of 180 gpd of sewer capacity to 308 Island Drive for single family home within Deerfield subdivision.

EXPECTED LENGTH OF PRESENTATION:

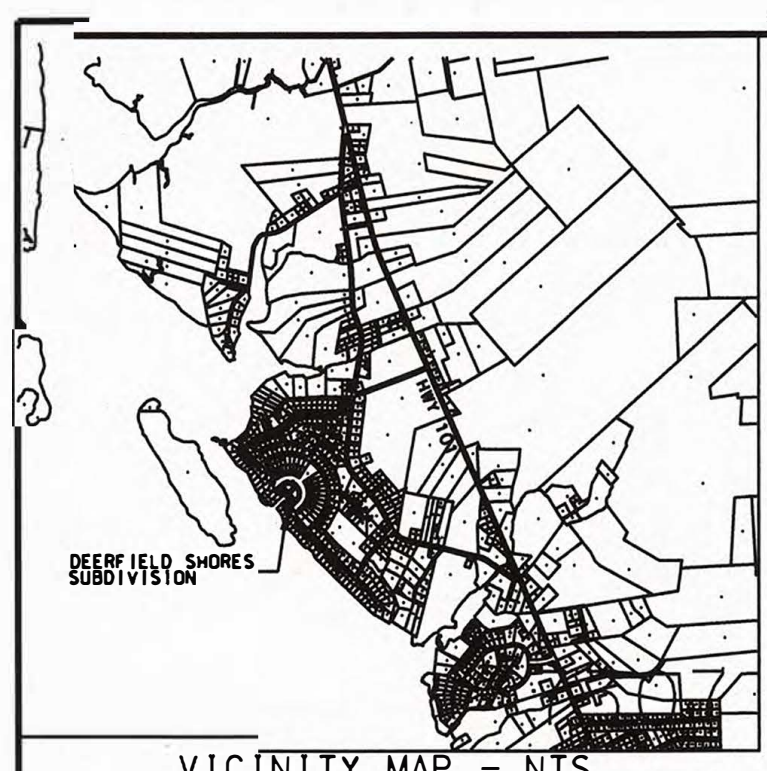
10 minutes

SUBMITTED BY:

Sam Bell, PE, Town Engineer

BUDGET AMENDMENT REQUIRED:

No



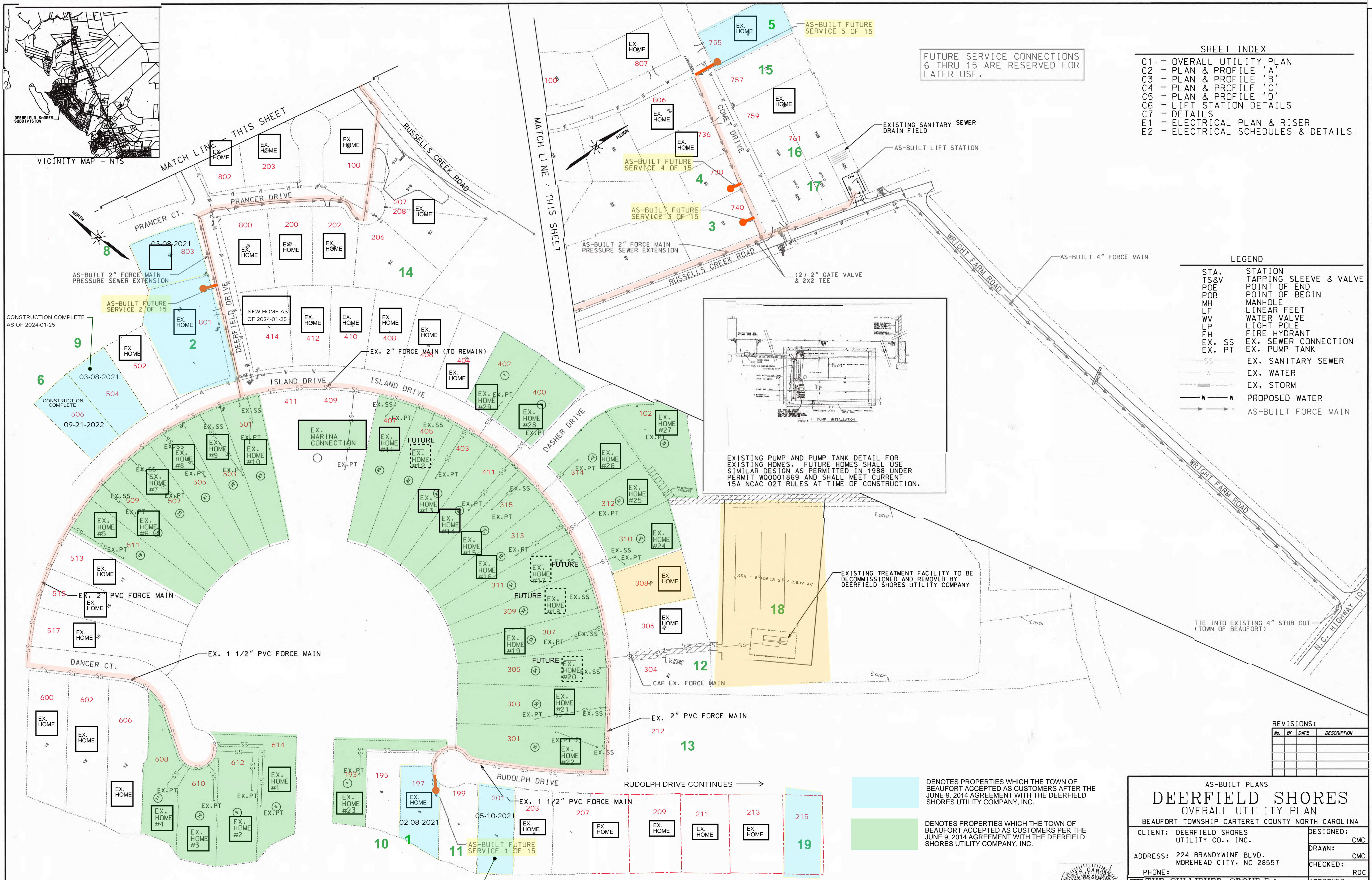
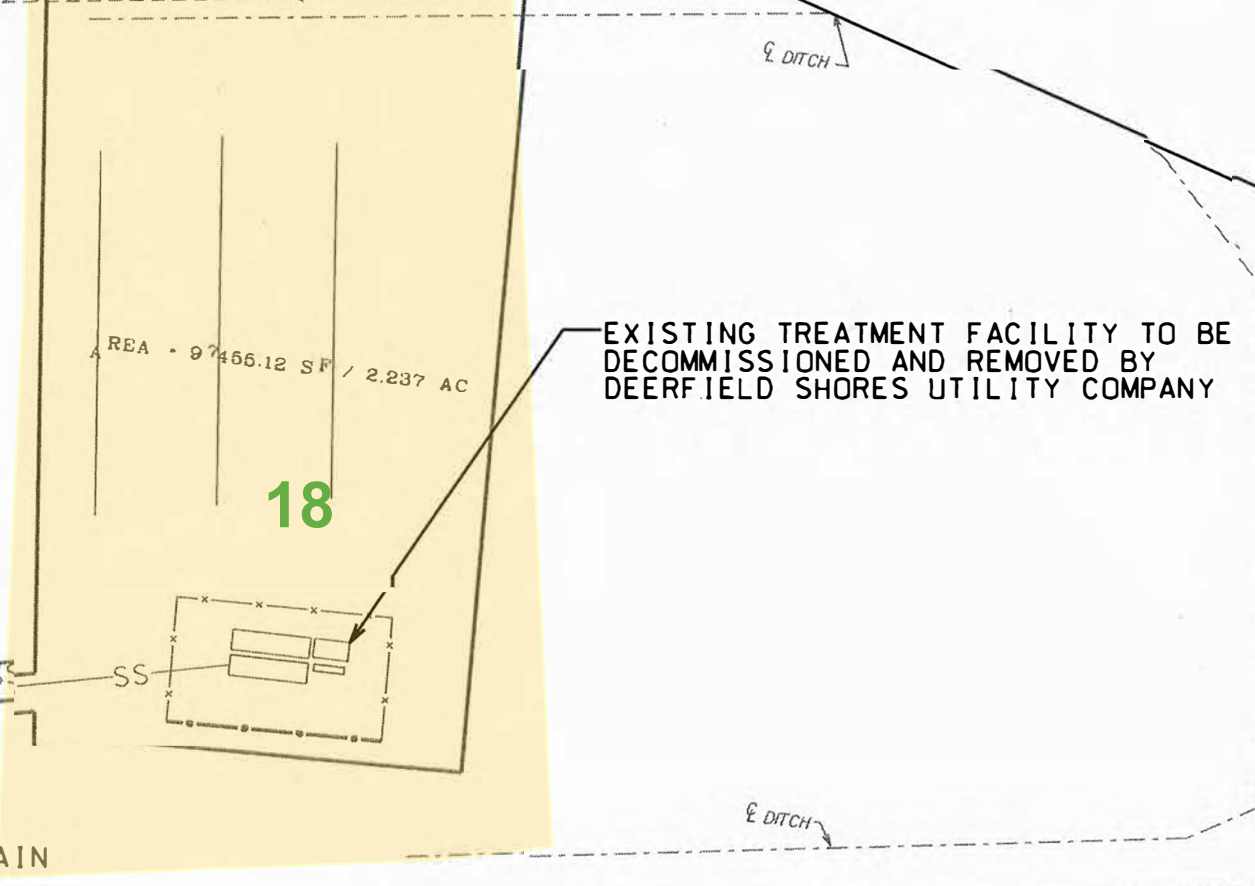
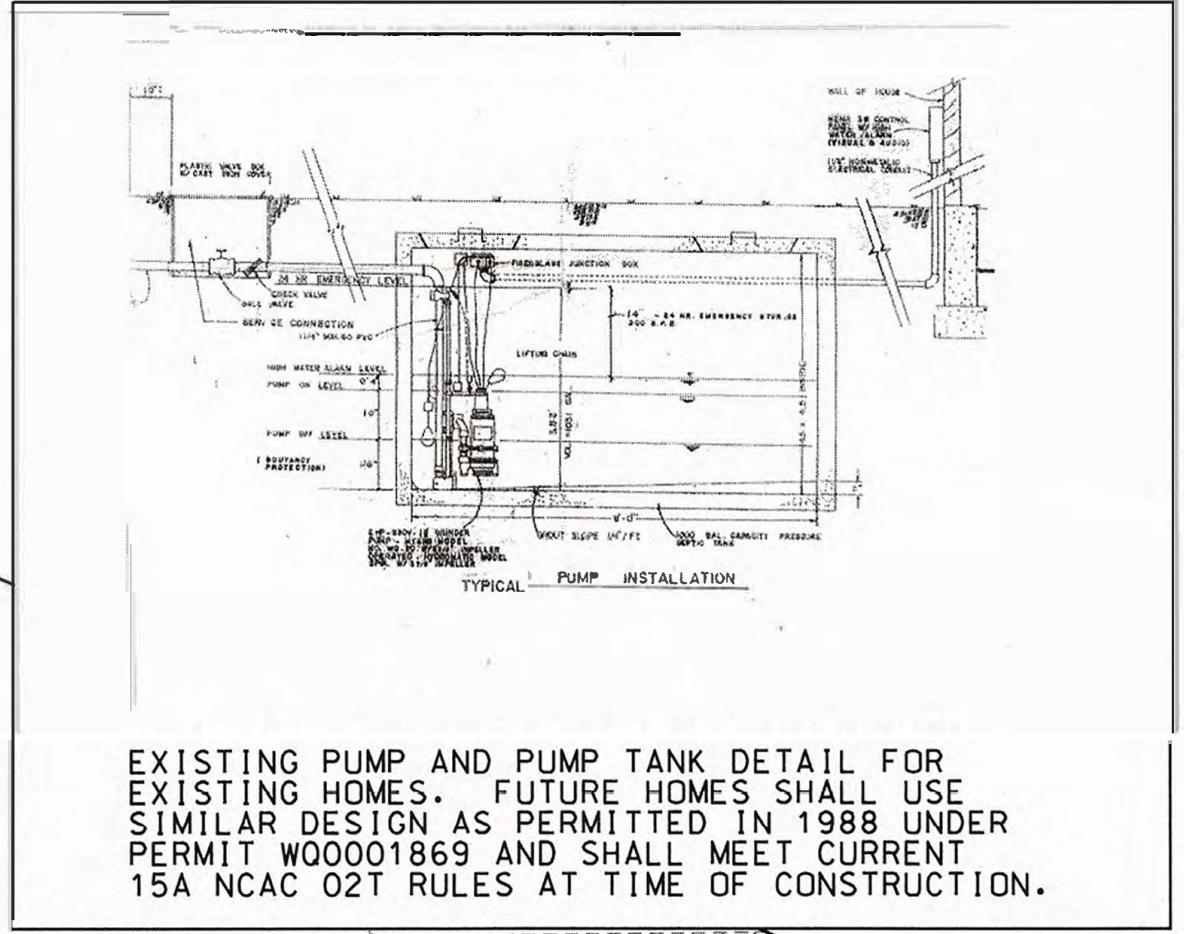
FUTURE SERVICE CONNECTIONS 6 THRU 15 ARE RESERVED FOR LATER USE.

SHEET INDEX

- C1 - OVERALL UTILITY PLAN
- C2 - PLAN & PROFILE 'A'
- C3 - PLAN & PROFILE 'B'
- C4 - PLAN & PROFILE 'C'
- C5 - PLAN & PROFILE 'D'
- C6 - LIFT STATION DETAILS
- C7 - DETAILS
- E1 - ELECTRICAL PLAN & RISER
- E2 - ELECTRICAL SCHEDULES & DETAILS

LEGEND

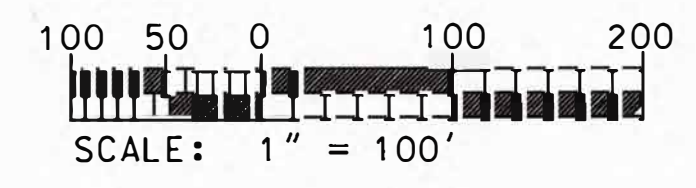
STA.	STATION
TS&V	TAPPING SLEEVE & VALVE
POE	POINT OF END
POB	POINT OF BEGIN
MH	MANHOLE
LF	LINEAR FEET
WV	WATER VALVE
LP	LIGHT POLE
FH	FIRE HYDRANT
EX. SS	EX. SEWER CONNECTION
EX. PT	EX. PUMP TANK
SS	EX. SANITARY SEWER
W	EX. WATER
S	EX. STORM
W-W	PROPOSED WATER
→	AS-BUILT FORCE MAIN



REVISIONS:

No.	BY	DATE	DESCRIPTION

SHEET #C1 OF 7
PROJECT #: PM108-1
DESIGN FILE #: 108-DEERFIELD/Septic Plans



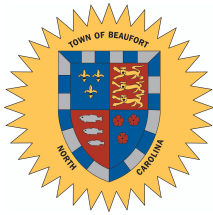
■ DENOTES PROPERTIES WHICH THE TOWN OF BEAUFORT ACCEPTED AS CUSTOMERS PER THE JUNE 9, 2014 AGREEMENT WITH THE DEERFIELD SHORES UTILITY COMPANY, INC.

■ DENOTES PROPERTIES WHICH THE TOWN OF BEAUFORT ACCEPTED AS CUSTOMERS PER THE JUNE 9, 2014 AGREEMENT WITH THE DEERFIELD SHORES UTILITY COMPANY, INC.



AS-BUILT PLANS
DEERFIELD SHORES
OVERALL UTILITY PLAN
BEAUFORT TOWNSHIP CARTERET COUNTY NORTH CAROLINA

CLIENT: DEERFIELD SHORES UTILITY CO., INC.	DESIGNED: CMC
ADDRESS: 224 BRANDYWINE BLVD. MOREHEAD CITY, NC 28557	DRAWN: CMC
PHONE:	CHECKED: RDC
THE CULLIPHER GROUP P.A. ENGINEERING & SURVEYING SERVICES 151A HIGHWAY 24 MOREHEAD CITY, N.C. 28557 (252) 773-0090 LICENSE NO. C-4482	APPROVED: CMC
CHARLES M. CULLIPHER P.E.	DATE: 5/21/2020
	SCALE: 1" = 100'



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

WASTEWATER ALLOCATION REQUEST

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

Wastewater Allocation Request Review Fee: \$50

SITE INFORMATION

Name of Project: 308 ISLAND DRIVE Acreage of Property: 0.47
County Tag Number: N/A NC PIN: 639702988025000
Address/Location: 308 ISLAND DRIVE, BEAUFORT, NC 28516

Zoning District: R20
Location Status: Town Limits Existing Out-of-Town Service Area
 Out-of-Town Service Approval/Agreement

APPLICANT INFORMATION

Applicant: MATTHEW HALL
Mailing Address: 308 ISLAND DRIVE, BEAUFORT, NC 28516
Phone Number: 910-264-3784 Fax: _____
Contact Person: MATTHEW HALL
Email Address: MATTHEWNHALL@GMAIL.COM

PROPERTY OWNER INFORMATION

Name: MATTHEW HALL
Mailing Address: 308 ISLAND DRIVE, BEAUFORT, NC 28516
Phone Number: 910-264-3784 Fax: _____
Email Address: MATTHEWNHALL@GMAIL.COM

FOR OFFICE USE ONLY

Date Received: _____ File Number/Name: _____

PROJECT INFORMATION

Use: New Expanded Change

Use Type: Residential Commercial

Proposed Use(s): SINGLE FAMILY Existing Use(s): SINGLE FAMILY

Developer Name: N/A

Mailing Address: N/A

Phone Number: N/A Fax Number: N/A

Email Address: N/A

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

The following supplemental information is required:

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

Residential:

Gross Acreage: 0.47

Single Family	# of Units	GPD per Unit	Total Requested GPD
1-2 Bedroom Units			
3 Bedroom Units	1	180	180
>3 Bedroom Units			
Total		-----	

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

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

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

Gross Acreage: _____

Use	Measurement Unit	# of Units	GPD per Unit	Total Requested GPD
Total			-----	

TOTAL REQUESTED GALLONS PER DAY: 180

APPLICANT AFFIDAVIT

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

Print Name

Signature of Applicant

Date

ENGINEER'S CERTIFICATION

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

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

Signed and Dated Professional Engineer Seal

Firm Name

Address

Telephone No.

Email Address

Approved by: Town Engineer
 Board of Comissioners

Allocation approved: _____ gallons per day

Date of Approval: _____

Confirmation signature by:

Town Manager

APPENDIX A: DESIGN FLOW RATES

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

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

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

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

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

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