



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, April 08, 2024
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Items of Consent

- [1.](#) Meeting Minutes- March 11 & 25, 2024
- [2.](#) 2024 Parks & Recreation Comprehensive Plan
- [3.](#) Capital Project Budget Amendment #3- Street Rehabilitation & Pedestrian Improvements
- [4.](#) Personnel Policy Amendment (Article III. The Pay Plan; Section 17. Career Development)
- [5.](#) Pivot Parking Contract

Public Hearing

- [1.](#) Case # 24-07 Zoning Text Amendment - Taverns & Bars with Outside Operation in CS-MU as Special Use

Old Business

- [1.](#) Fire Pumper Truck Purchase

New Business

- [1.](#) Case # 24-05 - Preliminary/Final Plat – Airport Subdivision (624 Hwy 101)
- [2.](#) Volunteer Board Appointments

Public Comment

Manager Report

Mayor/Commissioner Comments

Adjourn



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**Board of Commissioners
Regular Meeting
6:00 PM Monday, April 8, 2024**

AGENDA CATEGORY: Items of Consent

SUBJECT: Meeting Minutes- March 11 & 25, 2024

REQUESTED ACTION:

Approval of the attached draft minutes for the March 11th Regular Meeting and March 25th Work Session.

SUMBMITTED BY:

Elizabeth Lewis, Town Clerk



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Board of Commissioners
Regular Meeting
6:00 PM Monday, March 11, 2024
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

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

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

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

ABSENT: None

Roll Call

Agenda Approval

Commissioner Oliver requested the agenda be amended to remove the Periwinkle Event Request from Items of Consent and for it to be placed under New Business.

Commissioner Cooper made a motion to approve the agenda with the requested amendment.

The motion carried unanimously.

Recognition of Outgoing Volunteer Board Members

Mayor Harker recognized Aaron Willis and Ralph Merrill for their service on the Planning Board; Barry Evans for his service on the Board of Adjustment; and John Flowers for his service on the Historic Preservation Commission.

Items of Consent

1. Meeting Minutes- January 30-31, 2024 & February 12, 2024
2. FY 2024-2026 Audit Agreement & FY 2024 Audit Contract Approval

- 3. NC Main Street and Rural Planning Center- MOU & Resolution
- 4. Solid Waste Fee - CPI Increase

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

Presentations

- 1. Mayor William Lewis of Havelock, ACT Program

Mayor Lewis provided information regarding the Allies for Cherry Point's Tomorrow (ACT) program. As president of ACT, he discussed economic impacts related to Cherry Point and surrounding areas; this information was also provided in a handout. He thanked the Town of Beaufort for being a member of ACT and advocated for their continued support in the coming years.

Public Hearing

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

Commissioner Gillikin made a motion to open the Public Hearing.
 The motion carried unanimously.

Michelle Eitner, Town Planner, shared this was a request from Kate Allen with Mary Cheatham King Real Estate, agent for property owner Leon Capital Ventures LLC, to rezone the two parcels of Beaufort Village Condominiums on Lennoxville Road from Residential Medium Density District (R-8) to Townhomes, Condominiums, Apartments District (TCA). She explained the application materials were included in the agenda packet for reference, along with staff's report and maps. She noted the parcels on the corner of Leonda and Lennoxville host the existing Beaufort Village Condominiums; twenty-four units were built in 1977 and the four newer units along Lennoxville were built in 2007. The properties are currently legally nonconforming under R-8 zoning but would be rendered conforming if rezoned to TCA. She also noted the request to be the first rezoning under the newly certified CAMA Land Use Plan and deemed it consistent with the Plan. She shared the Planning Board met on February 19, 2024, to review the request and unanimously recommended approval.

Commissioner Spiegler asked if there was any way to know what the applicant plans to do once it is rezoned.

Ms. Eitner said the Town was unaware of any future plans but did share the applicant was present to answer questions.

Kate Allen, Mary Cheatham King Real Estate, shared because it was a nonconforming situation, being able to obtain financing presented a challenge, as well as being constrained by the 50% improvement rule on the property.

Commissioner Oliver said there is a limited number of differences in which the TCA provides, one being that it allows 12 units per acre.

Ms. Allen confirmed that based on the plat that was included in the application packet, the total area in question was 2.67 acres; when considering maximum density at 12 units per acre, a total of 32 units would be allowed under TCA. She noted there were 28 units currently on the ground.

Commissioner Oliver noted there were a number of other usages listed under TCA and asked if the owner had considered any other uses for the property.

Ms. Allen shared it was her understanding the condos would still be used as rental units. She made note the owner was the same for all the units and explained they were individually deeded and could be sold that way if the owner desired to do so.

Commissioner Oliver confirmed the units could be sold individually both in the R-8 zone and TCA. He expressed concern about possibly losing the swimming pool because it is not a permitted use under TCA, as well as the units being sold and used for VRBOs.

Ms. Allen pointed out if the rezoning request was approved and the owner wished to build additional units, he would be required to come before the Board for site plan approval.

Commissioner Cooper expressed similar concerns about future vacation rentals.

Commissioner Gillikin pointed out it was strictly a rezoning request, and TCA was consistent with the new CAMA Land Use Plan. She suggested the property coming into a conforming state was not a bad idea.

Commissioner LoPiccolo said that he believed the location of the property did fit a TCA zoning district. He expressed concerns regarding additional development in the area.

Mayor Harker asked if there was anyone from the public who wished to speak on the topic.

Ed Seelaus, 108 Charles Street in Beaufort, spoke on behalf of himself and his neighborhood which is located directly behind Beaufort Village. He noted if the request was strictly an adjustment in the code, he would not have a problem with that. His shared a similar request came before the prior Board, and it was unanimously denied several years ago. He expressed concerns about the location of his neighborhood, as it is sandwiched in between Beau Coast and Beaufort Village, noting the built up of surrounding properties has caused flooding issues. He commended the Town's Public Works Department for cleaning ditches which has helped to mitigate some of the flooding issues. He suggested the area in question did not need to experience additional growth.

Robert Harper, 1020 Broad Street in Beaufort, spoke against the rezoning request and suggested many more condos could be built if in TCA. He noted condos could be built over the swimming pool area. He discussed other potential uses allowed under the TCA and noted it would open a whole world of possibilities other than the current rental units. He expressed the need for affordable housing in Beaufort and discussed the correlation between that demand and short term rentals. He pointed out the Board was not legally bound to rezone the property. He encouraged the Board to do what was best for Beaufort.

Commissioner Cooper made a motion to close the Public Hearing.

The motion carried unanimously.

Commissioner Oliver reviewed and considered several statements of reasonableness as listed in the meeting packet:

- (i) the size, physical conditions, and other attributes of the area proposed to be rezoned
- (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community
- (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment
- (iv) why the action taken is in the public interest; and
- (v) any changed conditions warranting the amendment.

Commissioner Oliver suggested four of the five points to consider failed in his opinion.

Commissioner Gillikin pointed out the condos could be sold individually under the R-8 and TCA districts. She asked that the Board focus on the fact they could not predict what the owner's intentions were for the property and noted they would be required to go through the Planning process should additional units be constructed.

Commissioner LoPiccolo expressed concerns regarding the potential of additional units. He also questioned what was in it for Beaufort.

Commissioner Oliver made a motion to deny the rezoning request as presented in Case #24-04.

Voting Yea: Commissioner LoPiccolo, Commissioner Cooper, Commissioner Oliver, Commissioner Spiegler

Voting Nay: Commissioner Gillikin

The motion carried on a (4-1) vote.

New Business

1. Award of Construction Contracts, USDA-Funded Utilities Improvements Project

Greg Meshaw, Town Engineer, explained staff was requesting the Board award three construction contracts for the USDA-Funded Utilities Improvements Projects. He provided a timeline of the project and explained the bid process. He referenced the bid tabulation attached in the meeting packet as well as the engineering consultant’s transmittal letter. As noted, the submitted bids exceeded the available funding. He explained the contractors and the Town completed negotiations to arrive at mutually acceptable amounts on which the contracts could be awarded; the amounts negotiated for Contracts 1, 2 and 3 are as follows: \$9,063,517.50, \$6,050,184.00, and \$2,643,398.00.

Mr. Meshaw noted the contract amounts along with a listing of the changes to the scope of work resulting from the negotiations were memorialized in the “Memorandum of Negotiation” prepared for each contract and executed by the contractors and Town, also attached in the meeting packet. He shared Town staff recommends award of a construction Contract 1 to the TA Loving and Contracts 2 and 3 to Sunland Builders.

Commissioner Oliver made a motion to award Contract #1 to T.A. Loving Company for the Wastewater Collection System Rehabilitation, according to the attached Memorandum of Negotiation and subject to approvals from the U.S. Department of Agriculture and the North Carolina Local Government Commission.

The motion carried unanimously.

Commissioner Cooper made a motion to award Contract #2 to Sunland Builders Inc. for the Water Distribution System Improvements, according to the attached Memorandum of Negotiation and subject to approvals from the U.S. Department of Agriculture and the North Carolina Local Government Commission.

The motion carried unanimously.

Commissioner Gillikin made a motion to award Contract #3 to Sunland Builders Inc. for the Stormwater Drainage System Improvements, according to the attached Memorandum of Negotiation and subject to approvals from the U.S. Department of Agriculture and the North Carolina Local Government Commission.

The motion carried unanimously.

2. Note Resolutions, USDA-Funded Utilities Improvements Project

Mr. Meshaw explained the procedure for financing the USDA- Funded Utilities Improvements Project requires the Town issue Water and Sewer System Revenue Bond Anticipation Notes as well as a Stormwater System Revenue Bond Anticipation Note prior to construction of the project. Mr. Meshaw requested the Board adopt three note resolutions associated with the project. The resolutions each contain information as to who is buying the note, its maturity date, the interest rate, and the times

at which principal and interest are paid; a summary for each note being addressed by the resolutions are as follows:

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

PNC Bank, National Association
March 25, 2026, maturity date
4.24% tax-exempt fixed rate

Principal and interest due at maturity

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

PNC Bank, National Association
January 28, 2026, maturity date

4.24% tax-exempt fixed rate

Principal and interest due at maturity

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

Truist Commercial Equity, Inc.
July 30, 2025, maturity date
4.08% tax-exempt fixed rate

Commissioner Cooper made a motion to adopt the resolution entitled,

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

The motion carried unanimously, with 5 ayes and 0 nays.

Commissioner Gillikin made a motion to adopt the resolution entitled,

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

The motion carried unanimously, with 5 ayes and 0 nays.

Commissioner Cooper made a motion to adopt the resolution entitled,

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

The motion carried unanimously, with 5 ayes and 0 nays.

3. Bond Order Resolutions, USDA-Funded Utilities Project

Mr. Meshaw explained as the final step of the process, two Bond Order Resolutions needed to be adopted for the USDA-Funded Utilities Project. He noted a second motion was required for each.

Commissioner Gillikin made a motion to adopt the resolution entitled, BOND ORDER AUTHORIZING THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS OF THE TOWN OF BEAUFORT, NORTH CAROLINA TO PROVIDE FUNDS TO MAKE CERTAIN IMPROVEMENTS TO THE STORMWATER SYSTEM OF THE TOWN OF BEAUFORT, NORTH CAROLINA; PROVIDING FOR THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE COLLECTION OF SERVICE CHARGES FOR THE USE OF THE STORMWATER SYSTEM; PROVIDING FOR THE CREATION

OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS CERTAIN REVENUES OF THE STORMWATER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF OWNERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS.

Commissioner Cooper seconded the motion.

The motion carried unanimously, with 5 ayes and 0 nays.

Commissioner Cooper made a motion to adopt the resolution entitled,

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

Commissioner Oliver seconded the motion.

The motion carried unanimously, with 5 ayes and 0 nays.

4. Case # 23-13 - Maritime Education Center Site Plan

Ms. Eitner the item was a request by Joe Boyd of WithersRavenel, agent for Maritime Heritage Foundation. She noted the request was for review and approval of a proposed site plan to construct a new Maritime Museum Education Center and associated site improvements at 293 West Beaufort Road Extension. She made note of the application materials included in the agenda packet for reference, along with the staff's report and maps. She provided additional information included in the site plan and noted it was state-owned property; the Town of Beaufort does have zoning jurisdiction over the property, but building permits and inspections will not be conducted by the Town.

Commissioner Spiegler asked Ms. Eitner to speak to the size of the buffers that would be along the adjacent residential properties.

Ms. Eitner said they would be 10 ft wide, Type A buffers.

Commissioner LoPiccolo asked if Bonehenge was part of the entire plan or if it was separate.

Ms. Eitner noted it was part of the three effected parcels, because Bonehenge's parking is on the property.

Commissioner Spiegler asked if the applicant considered issues regarding flooding and sea level rise during the planning process.

Joe Boyd, with WithersRavenel, explained the plan would be reviewed by the State Construction Office. He noted the property is located within the 100-year flood plain and they planned to raise the site and footprint, which meets the new design standards set forth by the Governor's office. He shared they are leaving as much open space and vegetation as possible, which also includes walking trails and wooded areas. He spoke about buffering, noting they had put extra effort into that component.

Ms. Either shared the Town was working with NCDOT to formalize an existing footpath that connects under the bridge and behind the dry stack storage to connect to Turner Street;

this would ensure pedestrian safety, as people could access the property via a walking path and without crossing the bypass traffic.

Commissioner Cooper had a few questions regarding the utility designs.

Commissioner LoPiccolo asked if Mr. Boyd could speak to a timeframe on construction.

Mr. Boyd predicted a year to eighteen months for construction, with a hopeful start date of Summer 2024.

Commissioner LoPiccolo asked about the grading on the lot, such as the height it would be at the lowest and highest points, as well as the maximum building height.

Mr. Boyd referenced page 244 of the meeting packet to provide further explanation.

Commissioner Gillikin suggested Mr. Boyd contact the researchers at NOAA regarding the marsh monitoring system to the west of the docks.

Commissioner Cooper made a motion to approve Case #23-13, the Maritime Education Center Site Plan.

The motion carried unanimously.

5. Case # 24-01 - M&H Storage Site Plan

Ms. Eitner provided the following background on Case #24-01:

Commissioner Spiegler noted night lighting should be considered in the future.

Commissioner Oliver confirmed both access easements were in place, and the buildings would be sprinkled. He referenced page 282 of the meeting packet, and questioned whether the stormwater easement to the north of the property was adequate.

Ms. Eitner said she would refer to the Assistant Town Engineer to answer any stormwater related questions, as he reviewed the plans. She suggested the applicant would be able to answer those questions as well.

Commissioner Oliver asked if there was an idea of what the buildings would look like, or any information related to elevation.

Ms. Eitner explained the applicant brought hard copies of what the elevations would look like, even though it was not required as part of the site plan approval.

Commissioner Cooper asked for clarity on the timeline of the project.

Ms. Eitner reviewed these details as the item had been to the Planning Board several times.

Commissioner LoPiccolo suggested the buffering be high to help block the light source on the building.

Sam Bell, Assistant Town Engineer, addressed the stormwater easement questions, noting he was confident the easement to the north of the property could handle the overflow.

Ron Cullipher of The Cullipher Group shared there was not any street lighting proposed, it was more of security lighting that was lower. He suggested the proposed fencing and vegetation would counteract noise and light pollution, protecting the nearby communities.

Commissioner Spiegler asked how they planned to work with the Town in a stormwater effort.

Mr. Cullipher shared they had a big stormwater pond and believed they could accommodate the Town whenever they were ready to develop the adjoining property.

Mr. Clark commented that the Town did not have any designs or site plans at this time, but thanked Mr. Cullipher for his willingness to work with the Town in the future.

Commissioner Oliver asked Mr. Cullipher if he was willing to incorporate the elevation plans as part of the application packet to ensure complete understanding of their intentions.

Mr. Cullipher said yes.

Commissioner Cooper asked about wetland fill.

Mr. Cullipher explained about 11,000 square feet would be filled and noted this had been authorized by state and federal agencies.

Commissioner Gillikin noted all her questions had already been answered.

Commissioner Oliver made a motion to approve the proposed site plan as submitted, with the addition of the elevations as part of the record.

The motion carried unanimously.

6. Resolution- Petition for Annexation submitted by Beaufort Agrihood Development, LLC

Ms. Lewis explained before the Board was consideration of a resolution directing the Clerk to investigate a petition for annexation received under G.S. 160A-31. She shared Beaufort Agrihood Development LLC had submitted a petition for voluntary annexation and noted the annexation application and map were attached in the meeting packet. She explained that the first step in the process involves Board action to instruct the Town Clerk to investigate the sufficiency of the annexation request.

Commissioner Spiegler asked for more details on the process, specifically what the Town Clerk would be reviewing to deem the request sufficient or not.

Ms. Lewis shared it was her duty to determine whether the petition meets the requirements set forth in the North Carolina General Statues; she provided specific details of those requirements.

Commissioner Spiegler asked Ms. Lewis if her investigation would consider any economic or environmental assessments.

Ms. Lewis confirmed it would not.

Commissioner Cooper asked for clarity on previous annexation applications submitted by Beaufort Agrihood Development.

Ms. Lewis explained the Board approved annexation ordinances associated with Phase 1 and Phase 2 of the Salt Wynd Development in May of 2022 and October of 2022. While these ordinances were adopted and annexation of this area was approved, the applicant failed to meet all conditions set forth in the ordinances. She noted that because all the conditions were not met, the ordinances were not recorded in the Register of Deeds of Carteret County, North Carolina, and now considered null and void.

Arey Grady, Town Attorney, commented that it was a discretionary legislative decision of the Board of Commissioners whether or not to direct the Town Clerk to move forward with an investigation of the petition for annexation.

Commissioner Gillikin suggested the Town of Beaufort needs a strategic growth plan in place before approving any annexation request. She provided several reasons as to why it was not a good idea to instruct the Town Clerk to move forward with the investigation of the petition for annexation.

Commissioner Spiegler agreed with Commissioner Gillikin' s comments and cautious approach to growth in Beaufort. She suggested the CAMA Land Use Plan should be considered when discussing the area in question.

Commissioner Oliver shared similar concerns regarding limited resources in the area. He also noted he was uncertain as to what the proposed annexed area would be used for.

Commissioner Cooper commented that the Town of Beaufort did not have to annex the area or instruct the Clerk to investigate the petition.

Commissioner LoPiccolo agreed that the Town needs to decide if they want more growth or not.

Commissioner Oliver made a motion to deny the request to instruct the Town Clerk to investigate the sufficiency of the petition for annexation, submitted by Beaufort Agrihood Development, LLC.

The motion carried unanimously.

7. Paid Parking Program and RFP

Paul Burdette, Police Chief, discussed the history of Town's paid parking program. He shared parking committee recommendations from fall of 2023 and outlined priorities established by that committee. He noted the RFP publish on February 23, 2024 was based off those recommendations. He shared an overview of the RFP results, which provided data that led the staff to recommend outsourcing the function of the paid parking program to Pivot Parking. He noted that Pivot has specific experience in parking management, with up-to-date knowledge on emerging technologies that would enhance applications and make the enforcement piece operate more efficiently. He also shared challenges the Town has faced with running the parking program over the past several years.

Christi Wood, Finance Director, shared a financial comparative of parking data from 2018-2023. She shared the highest revenue year on the books was in 2018, when the parking program was outsourced to a third party. She discussed the RFP responses in more detail, sharing both Lanier and Pivot offered a fee-based management agreement plus reimbursements to the Town. She noted several reasons the Town believed Pivot would be a better fit for Beaufort, such as a smaller localized company and higher projected revenues.

The Board discussed whether the Town should run the paid parking program or if they should select a third party. They expressed concerns regarding year-round parking and the timeframe that was included in the RFP. They discussed payment options and enforcement technology included in Pivot's proposal.

Mayor Harker deemed a consensus to move forward with a third party to operate the parking program and directed staff to continue a conversation with Pivot by inviting them to the next Board of Commissioners meeting to present and discuss several scenarios regarding the parking season, time of enforcement, rate structure, and passes for sale. She noted the Board was not making decisions on those details currently, rather than instructing Town Staff to move forward with securing Pivot's services.

8. BBA Rock the Dock Event Application & Fee Reduction Request

Rachel Johnson, Parks & Events Coordinator, shared that the Beaufort Business Association (BBA) submitted an event application for Rock the Dock, which requests 30 events with alcohol waivers for each; the details are listed in the meeting packet. She noted the BBA was requesting a fee reduction for the electricity portion of the application.

The Board noted the need to have a conversation regarding a policy that would address requests from non-profits for waived fees associated with event applications. They discussed electricity fees and the request for additional lighting in the park.

Mr. Clark said if the Board desired to add more lightening to John Newton Park, the Public Works department preferred ground lights due to the high winds on the waterfront. In regard to the comment about past due fees in the meeting packet, he shared that the BBA paid all fees associated with December events and Mardi Gras.

After much discussion, the Board consensus noted further deliberation was needed to determine a way to establish consistency when considering fee reduction requests from organizations in Town.

Mr. Clark explained the opportune time to discuss the issue would be during budget work sessions, as the fee schedule would need to reflect any desired changes.

Commissioner Oliver made a motion to approve the event without the agreement to reduce fees associate, but with the waiver of the requirement to hire officers (subject to reinstated at any time).

The motion carried unanimously.

9. BBA Request for July 4th Fire Works Funding

Mr. Clark explained the BBA had requested the Town fully fund the July 4th Fire Works display, which totals \$16,000. He noted in the prior year, the Town appropriated \$5,000 for the event, which equated to a third of the total cost.

The Board discussed the request and formed a consensus to appropriate a third of the cost as approved in the prior year.

Commissioner Spiegler made a motion to appropriate \$5,300, a third of the total cost, to help fund the July 4th event put on by the BBA.

The motion carried unanimously.

10. Periwinkle Event Request- Mile Run

Note, this item was removed from the consent agenda and moved to "New Business" for further discussion.

Ms. Johnson shared details regarding the event request from Periwinkle. She explained the request was to host a Beer Mile event on April 20, 2024 as a fundraiser for Misplaced Mutts. The event is scheduled to start at 2:00 p.m. and to be complete by 3:00 p.m. The event involves competitors running four .25 mile laps; in between each lap, they will consume a low ABV beer at 406 Live Oak Street in the parking lot of The Periwinkle. She shared alcohol would not be consumed on Town property and described the race route. She noted closures at the Periwinkle parking lot, the opening onto Cedar, crossing to Gordon and down to Broad Street. She shared that Beaufort Public Safety reviewed the event and worked with the organizer on the route, which has been approved.

Commissioner Oliver expressed concerns about the type of event, noting he did not agree with participants drinking beer and running down the street in a residential district, and did not believe it to be true with the character and charm of Beaufort.

Commissioner Cooper LoPiccolo noted he did not see any concerns with the event, as it was a fundraiser and a potentially fun event.

Commissioner Gillikin suggested they monitor the participation level to ensure safety, but did not anticipate there to be a large number of participants.

Commissioner Spiegler made a motion to approve the event request submitted by Periwinkle.

Voting Yea: Commissioner Spiegler, Commissioner Cooper, Commissioner Gillikin, Commissioner LoPiccolo

Voting Nay: Commissioner Oliver

The motion carried with a (4-1) vote.

Public Comment

Edna Davis Johnson, 1329 Keeter Ct in Morehead City, shared that she was a long-time resident of Beaufort, although she did not currently live in Town, she was still very active in the community. She noted that her God son was recently gifted with a street legal go cart, and she was looking for help in obtaining tags and registration.

Jud Kenworthy, 109 Holly Lane in Beaufort, shared that he was glad he attended the meeting and praised the Board for making difficult decisions, specifically the item related to voluntary annexation. He also thanked Mr. Meshaw for his hared work with the USDA Project. He noted the future was bright for Beaufort and stressed the importance of environmental protection moving forward.

Manager Report

Mr. Clark distributed the monthly report handout; this document can also be accessed online by visiting the following link: <https://www.beaufortnc.org/boardofcommissioners/page/managers-report>

Mayor/Commissioner Comments

The only additional comments from the Mayor and Board were summarized by thanking the citizens who were in attendance, those who were watching online, volunteer board members, and Town Staff for their hard work in keeping the Town moving forward.

Closed Session

- 1. Pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (4)
 Commissioner made a motion to enter closed session, pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (4).
 The motion carried unanimously.

Adjourn

Commissioner Spiegler made a motion to adjourn the meeting at 11:30 p.m.

The motion carried unanimously.

Mayor, Sharon E. Harker

Town Clerk, Elizabeth Lewis



Town of Beaufort, NC
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**Board of Commissioners
Work Session
4:00 PM Monday, March 25, 2024
Train Depot, 614 Broad Street**

Call To Order

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

- Mayor Sharon Harker
- Mayor Pro Tem Melvin Cooper
- Commissioner Paula Gillikin
- Commissioner Bucky Oliver
- Commissioner Sarah Spiegler
- Commissioner John LoPiccolo (joined the meeting remotely).

ABSENT: None.

Agenda Approval

Commissioner Cooper made a motion to approve the agenda.

The motion carried unanimously.

Items for Review and Discussion

1. Paid Parking Program

Tina Reid, Executive VP for Pivot Parking, made a presentation on their recommendations for Paid Parking season in Beaufort. She discussed the payment platforms and explained how customers would use each of them. She discussed necessary steps to ensure cohesive and informative signage. Ms. Reid also provided information regarding enforcement and staffing expectations. She shared several scenarios that compared different parking seasons, time frames, and prices. She asked the Board to consider these

options and provide directions on how they would like the upcoming parking season to function.

Commissioner Gillikin had questions regarding the Text2Park option.

Ms. Reid shared it was a cellular based platform and noted the parking ambassadors were there to assist customers.

Commissioner Spiegler suggested the Board's primary object was to turn over parking spaces in the busy season.

Ms. Reid shared it was up to the Board to set time limits in certain parking spaces, noting most options were flexible within their model.

Commissioner Spiegler asked if the options in year two could be modified based off the current parking season results.

Ms. Reid confirmed they could; she shared the data would be reviewed and provided to the Board at the conclusion of the upcoming parking season. She expressed there would be a time crunch this season, as they were behind schedule in getting the program up and running. She anticipated a start date of May 1-15, if they were able to start moving forward immediately.

Commissioner Cooper asked if the parking ambassadors would be wearing reflective gear.

Ms. Reid confirmed they would and shared they would also have an ID badge on to show they were Pivot employees.

Ms. Reid made note the paid parking season ranging from March-October was most popular in coastal towns. She said no matter what option was selected reading the parking season, the parking manager would need to be employed year-round.

Commissioner Cooper asked about parking enforcement and how Pivot would manage that portion of the contract.

Ms. Reid explained how the enforcement piece would function.

Commissioner Oliver asked who was responsible for funding any new parking signage.

Ms. Reid confirmed it would be the Town's expense.

Commissioner Oliver asked for clarification on the process in which customers would pay to park downtown.

Ms. Reid explained the options and shared it was secure and user friendly. She noted their staff would be there to educate and establish a good relationship with the local businesses.

Commissioner Oliver asked what cancellation period the Town of Beaufort would have.

Ms. Reid confirmed it was 60 days at any time.

Commissioner LoPiccolo also had questions regarding enforcement and employee retention.

Ms. Reid shared their company tried to promote within if possible. She explained how they typically scheduled their parking ambassadors, noting they prepared for callouts and other issues that might arise. She confirmed the Town would only be billed for hours worked.

Commissioner Oliver asked Ms. Reid to provide Town Staff with a projected breakdown of their expense budget.

Mayor Harker asked how the parking manager would be utilized in the off season.

Ms. Reid explained it was a year round job and when the manager was not dealing directly with parking issues, they would be available to help with special projects and/or daily operations as directed by Town of Beaufort staff.

Mayor Harker noted the current kiosk would be in the way but suggested with proper signage the Text2Park option and QR code should suffice as they work to phase out the kiosk system. She also asked for more information regarding parking passes.

Ms. Reid explained when a person purchased a parking pass, they would be required to provide a valid license plate which coincides with the parking pass for the season.

Mayor Harker asked if the contract would be annual, three, or five years.

Ms. Reid said they preferred a three year minimum with two additional years available if the Town so desired. She noted a draft contract had been sent to Town Staff for review.

Mayor Harker asked for direction from the Board in three specific areas: parking season; times of paid parking; and parking rates.

In regard to the desired parking season, it was the consensus of the Board to move forward with option "C", which notates March 1-October 31 as the parking season dates. The Board agreed year-round parking was not something they wanted to do.

In regard to the time frame associated with paid parking, Board member's votes are recorded below:

- Commissioner Gillikin, *8am-5pm*
- Commissioner Cooper, *8am-6pm*
- Commissioner Oliver, *8am-5pm*
- Commissioner Spiegler, *8am-5pm*
- Commissioner LoPiccolo, *8am-6pm*

Mayor Harker determined the 8 am- 5pm time frame was preferred, with a (3-2) vote.

In regard to the parking rates, Board member's votes are recorded below:

- Commissioner Gillikin, *\$1.50/hour standard; \$3/hour premium lots*
- Commissioner Cooper, *\$2.00/hour standard; \$3/hour premium lots*
- Commissioner Oliver, *\$1.50/hour standard; \$3/hour premium lots*
- Commissioner Spiegler, *\$1.50/hour standard; \$3/hour premium lots*
- Commissioner LoPiccolo, *\$2.00/hour standard; \$3/hour premium lots*

Mayor Harker determined the parking rate option of \$1.50/hour and \$3.00/hour was preferred, with a (3-2) vote. This action represents an increase from the current rates, \$1.00 to \$1.50 as the standard hourly rate, and \$2.00 to \$3.00 in the premium lots only, which are identified as the East and West parking lots; no changes were made to the zones. While there was considerable discussion regarding parking passes, no changes were made to the current fee schedule. It was noted that parking passes would not be allowed in the premium lots, and Pivot would be able to track parking passes through specific license plate numbers.

Ms. Reid added that the projected revenue numbers were based off the \$2/hour and \$3/hour rates, and those numbers would be expected to go down based off the newly recommended rates.

Commissioner Oliver requested to see those updated numbers as well as an expense breakdown.

Mayor Harker noted the Board would review the data at the end of the parking season to determine if any adjustments needed to be made in the following year.

Commissioner Oliver recommended the Board have a discussion regarding parking revenue and how it would be utilized by the Town going forward.

Mayor Harker suggested that the conversation take place at another meeting, with the potential creation of a parking revenue policy that addresses specific intentions for those funds.

Christi Wood confirmed the premium lots would have not have a cap or limit per day, and the specific parking spaces that currently have a 4-hour time limit would remain the same. 1.

Ms. Reid requested action from the Board engaging the services of Pivot Parking.

Arey Grady, Town Attorney, shared he reviewed the draft contract prior to the meeting. He explained the general framework of the contract, and noted the specific details set forth by the Board regarding times, rates, etc. would act as an addendum/exhibit. He explained the Board could approve the current contract, giving Pivot the authority to operate the Town's Parking Program, with the understanding the Board of Commissioners could amend any details found in the addendum/exhibit page at a future meeting. He also shared that Town staff and legal had reviewed the draft contract and found it to be acceptable.

Commissioner Oliver made a motion to approve the proposed contract with Pivot Parking, subject to Board review of all financial details, which will be developed and presented by Pivot; and with the understanding that surplus funds will be restricted by the Town for future discretion of the current Board.

Mayor Harker took a roll call vote:

Commissioner Spiegler: Yea
Commissioner Oliver: Yea
Commissioner Cooper: Yea
Commissioner Gillikin: Yea
Commissioner LoPiccolo: Nay

Mayor Harker confirmed the motion carried with a (4-1) vote.

Commissioner Cooper made a motion to recess the meeting at 5:45 p.m.

The motion carried unanimously.

Commissioner Cooper made a motion to reconvene the meeting at 5:50 p.m.

The motion carried unanimously.

2. Stormwater Enterprise Fund

Greg Meshaw, Town Engineer, provided a presentation regarding the Town's Stormwater Enterprise Fund, noting it was necessary to have one because USDA requires it as part of the funding obligations. He discussed three potential stormwater fee structures and explained pros and cons with each option and how specific fees would be charged to property owners around Town.

Commissioner Gillikin recommended an option that provides incentives to the developers and homeowners when considering less pervious surface, such as using Low Impact Development (LID).

Mr. Meshaw responded by sharing the potential of implementing onsite stormwater management credits, for those property owners who put in stormwater ponds and other mechanisms to mitigate runoff.

Commissioner Spiegler asked if the residential fees were the same for every homeowner or if it was determined by lot size or tax value.

Mr. Meshaw replied that it would be the same flat fee for every residential homeowner.

Commissioner Spiegler asked questions regarding funding scenario 3 and the ability to incentivize property owners to save money on the monthly fee.

Mr. Meshaw shared that scenario could be reviewed further, and tonight, he was there to get direction on the rate structure moving forward. He noted the revenue collected could be used for specific CIP projects and/or personnel to complete stormwater needs throughout Town.

Commissioner Cooper commented that he understood the need for a rate structure and expressed a desire to determine a way to apply it fairly.

Commissioner Oliver suggested the rate structure should be designed in a way that property owners are incented to improve the stormwater system on their lots. He offered that some research needed to be done on the rates to see how it calculates over ten years, noting it was not inexpensive to take these types of preventive measures. He also suggested tax value should play a part in the rate structure. He supported Mr. Meshaw's budget estimate of \$270,000 in revenue.

Commissioner LoPiccolo agreed, noting the importance of incentivizing people to utilize and develop their properties responsibly to reduce runoff. He suggested the structure should be developed to meet certain objectives. He offered the idea of capping the fee at a certain point and suggested there be an option for low income families.

Mr. Meshaw shared that if the Board would like to see a fee structure based off the Equivalent Residential Unit (ERU), he would like to research the method more to ensure it is as accurate as possible.

Commissioner LoPiccolo asked about staff time, specifically whether the current staff would be able to take on the task of tracking these numbers and parcels.

Mr. Meshaw said it would be a stretch and a collaborative effort amongst departments. He noted the property specific option, based on an ERU, would be more time consuming for staff.

Commissioner LoPiccolo suggested funding scenario three was a better option, with the incorporation of an incentive program to reduce stormwater runoff.

Commissioner Gillikin said she liked scenario three as well, but shared concern about existing property owners who may fall into the low income category and have a high percentage of impervious surface.

Mr. Meshaw reminded the group that the residential charge would be a flat rate fee. He also noted that he was unsure staff could defend a stormwater fee associated with the property value verses a technical merit, like the amount of impervious surface.

Mayor Harker deemed a consensus that the Board preferred the framework of scenario number three, which includes the tiered system. She added they would like for staff to research and identify potential credits for lower income property owners and incentives for providing onsite stormwater features. She also confirmed the Board was good with Mr. Meshaw's budget projections on the yearly revenue needed.

3. High-Rate Infiltration Basin (HRIB) Permitting Status Report

Mr. Meshaw provided background information on the HRIB, which dates back over ten years ago, when Beau Coast was developed. He noted that the permit for the Wastewater Treatment Plant (WWTP) expansion and HRIB were never combined. He shared in February 2014, the HRIB permittee changed from the Beau Coast Developer to the Town of Beaufort. He noted in December 2016 the HRIB permit expired and in August 2017 the permit was rescinded. Mr. Meshaw discussed the current permitted WWTP capacity and potential future allowances. He explained Town Staff was directed to try and re-permit the HRIB, noting efforts began in May of 2020. He shared many challenges over the course of the re-permitting process, noting he was at somewhat of a standstill, as the Town faced a significant engineering expenditure of about \$660,000 in consultant fees. He discussed several potential capacity alternatives and noted the option of contacting staff at the North

Carolina Department of Environmental Quality (NCDEQ) for guidance. He touched on the 80 percent and 90 percent capacity rule, and what that would mean for the Town in terms of expansion. He asked the Board for direction regarding the future of the WWTP when considering HRIB and other related topics. He noted the development of a Wastewater Master Plan would be beneficial.

1.

The Board strongly agreed it would be worthwhile to have a conversation with NCDEQ to discuss potential options for the Town. They also shared concerns with excess discharge into Taylors Creek, future capacity percentages, shellfish sanitation, and potential costs associated with HRIB permitting. The Board also agreed there was a need for a future strategic growth and wastewater master plan to address the issues discussed; it was suggested the Town formalize a system to track all permits to eliminate any lapses in the future.

4. 2024 Beaufort Parks & Recreation Comprehensive Plan

Rachel Johnson, Parks & Events Coordinator, highlighted the 2024 Beaufort Parks & Recreation Comprehensive Plan, as referenced in the meeting packet. She recognized the Parks & Recreation Advisory Board members and others who were instrumental in the creation of the plan. She shared several future project priorities and noted the plan was a living document the Town was excited to implement.

The Mayor and Commissioners were very complimentary to Ms. Johnson and the Parks & Recreation Advisory Board for their hard work in constructing an updated and well-rounded document that is much needed in the community.

Mayor Harker deemed a consensus to place the item on the Board's upcoming April 8th consent agenda for formal approval.

Commissioner Oliver suggested the demographic pages in the proposed document be updated if possible.

5. Staff Reports

Town Staff shared updates on several items, these highlighted topics are listed below:

- Unified Development Ordinance
- Beaufort Inn Development
- Dredging Schedule
- Economic Development Project through the Division of Commerce
- Golden Leaf Grant Application
- Trestle Walk Project; RAISE Grant Application; Property Acquisitions
- Mayor's Conservation Program
- Public Arts Commission
- Upcoming FY25 Budget Schedule

Closed Session

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

Commissioner Cooper made a motion to go into closed session, in order for the Board to consult with the Town Attorney and for the purpose of discussing economic development incentives.

The motion carried unanimously.

Adjourn

Commissioner Gillikin made a motion to adjourn the meeting at 9:35 p.m.

The motion carried unanimously.

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 – April 8, 2024**

AGENDA CATEGORY: Consent Agenda

SUBJECT: 2024 Parks & Recreation Comprehensive Plan

SUMMARY: The Parks & Recreation Advisory Board and the Parks Coordinator have been working on a year long project to update the 2011 Parks & Recreation Comprehensive Plan. Attached is a final draft of the Comprehensive Plan for review.

Special note: Demographic data (p. 12-15) is taken from the annual budget book. The data included in this plan is the data approved in the 2023-24 FY Budget. The next update to this information will be available in the approved 2024-25 FY Budget Digital Book.

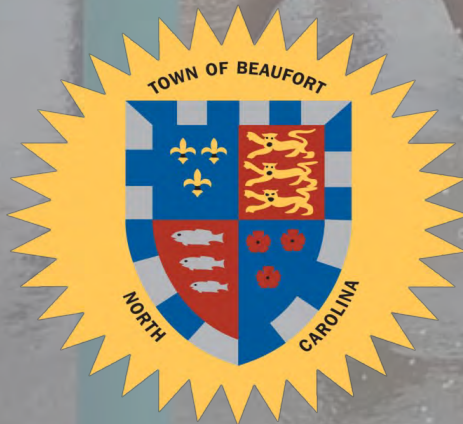
REQUESTED ACTION: Approve as presented.

SUBMITTED BY: Rachel Johnson, Parks Coordinator

BUDGET AMENDMENT REQUIRED: No

Town of Beaufort, NC

Parks & Recreation Comprehensive Plan



2024

Adopted:

Acknowledgments

The Town of Beaufort would like to acknowledge those individuals who have participated and generously given their time and talents to assist in the data collection and development of this plan.

Parks & Recreation Advisory Board Members

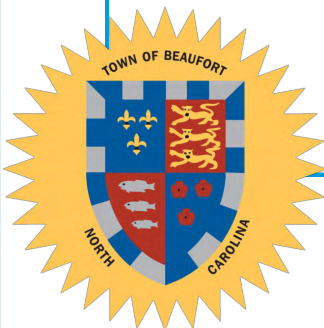
Michael Rave-Chair
Johnna Davis-Vice Chair
Peter Crumley
Sheresa Elliott
Barbara Francis-Heckman
Brian O'Haver
Doug Williams
Ronald Dupuis

Town Staff

Town Manager Todd Clark
Planning Director Kyle Garner
Town Planner Michelle Eitner
Town Clerk Elizabeth Lewis
Finance Director Christi Wood
Human Resources Manager Barbara Cooper
Public Works Director Mark Eakes
PIO/Parks & Events Coordinator/Deputy Clerk Rachel Johnson

Mayor & Board of Commissioners

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



Executive Summary

Winner of numerous national accolades over the past decade, Beaufort, NC continues its stellar reputation as “America’s Favorite, Coolest and Best Small Town for Adventure and Yachting.”

Recognizing the importance of maintaining quality recreational facilities and open spaces for safe leisure-time activities, our Board of Commissioners created the Beaufort Parks and Recreation Advisory Board (BPRAB) in 2011 to assist them in planning, promoting, improving, marketing and prioritizing people friendly parks and other venues.



A major accomplishment over the past decade was the renovation of Louis Randolph Johnson Jr. Memorial Park, largely fulfilling major goals of the original BPRAB charter. Ongoing services with BPRAB oversight include the annual kayak lottery program, Art in the Park, public art projects, festivals and community conservation programs.

Future projects will continue to focus on efforts to fulfill as many of our community’s needs and desires as possible. Being able to safely walk or bike among all the myriad of beautiful spaces in our town remains a tremendous background concern in all future projects. Accomplishing long range goals depends on expanding recreational space, funding, staffing and budgeting.

This comprehensive plan begins with an overview of our town followed by an introduction to the history and mission of the BPRAB. It then reviews the documents, surveys and guidelines considered by the advisory board for conducting business. The BPRAB developed its own set of guiding principles and town park rules and recommended adoption of to the Town Commissioners.

The next section is a detailed inventory of town parks and a brief overview of other nearby recreational venues available to our residents. Major recent accomplishments of the BPRAB are listed followed by in depth assessments of some of the ongoing projects being considered. The plan concludes with future recommendations to continue the ongoing work in support of our home town.

Currently the town has eight parks, as well as, basketball and tennis courts. Since its inception, the BPRAB has conducted two comprehensive community assessments, 2010 and 2017, helping to reassure town leaders resource allocation is in accordance with the desires of our citizens.

The Beaufort Parks and Recreation Advisory Board remains a vital and active group of engaged citizens dedicated to making our vibrant community filled with abundant recreational activities while preserving our natural resources and maximizing health and economic opportunities.



Executive Summary written by BPRAB Chair Dr. Michael Rave.

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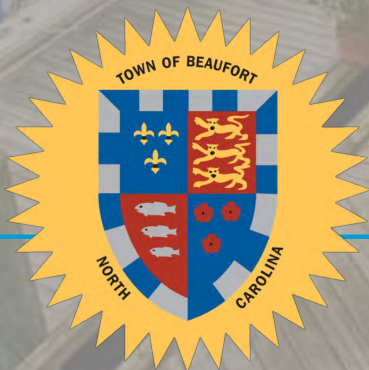
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Town of Beaufort General Information



Town of Beaufort's Mission & Strategic Priorities

Mission: The Town of Beaufort aims to foster a scenic and welcoming coastal community that enhances the well-being and prosperity of our citizens, celebrates our diverse culture and heritage, and preserves our natural and historic resources.

Strategic Priorities

Infrastructure

- Provide for the essential service needs of our community by funding and maintaining resilient water, sewer, waste disposal, streets and stormwater systems.
- Continuously evaluate and plan for future infrastructure needs.

Public Safety & Welfare

- Maximize the responsiveness capabilities of our police and fire departments by insuring they have the necessary personnel, training and equipment to fulfill their missions.
- Enhance the safety of our neighborhoods through consistent community outreach focusing on education and prevention.
- Monitor our roads, pedestrian areas, and public lands and assume a proactive approach to improving public safety.

Citizen Engagement

- Through a citizen-centered approach to communications and recruitment, we aim to empower our diverse citizenry to participate in local government activities and decision making.
- Foster a productive and civil discourse between citizens and the Town.
- Maximize the functionality of committees, advisory boards, and other citizen-comprised groups through focused capacity building and dedicated staff support.



Town of Beaufort's Mission & Strategic Priorities Continued

Parks, Recreation & Outdoors

- Continue to champion outdoor recreation and scenic beauty as essential components of Beaufort's healthy lifestyle and tourism economy by preserving and increasing people's ability to connect with and enjoy our natural environment.
- Encourage and promote environmental stewardship and preservation.
- Increase the amount of recreational offerings and opportunities in our public spaces.

Economic Development

- Increase our tax revenue base and improve citizen employment opportunities by encouraging private enterprise through retention, support of expansion, and recruitment.
- Continue to embrace tourism as our primary economic driver and work to increase visitation by promoting Beaufort as a destination and working to maximize the visitor experience.

Sense of Place

- Cultivate and protect our "Beaufort-ness," the central element of Beaufort's lifestyle and visitor appeal.
- Uphold and improve Beaufort's appearance and character through careful land-use planning and streetscaping that honors our historic and natural surroundings and preserves our small-town ambiance.
- Foster community stewardship and pride by supporting continued and new neighborhood development, preservation and revitalization efforts.
- Nurture our community's cultural fabric by advancing the appreciation of our diverse histories, new and old traditions, and the arts.



Surveys & Plans

This Parks & Recreation Comprehensive Plan was built on Parks & Recreation Advisory Board recommendations and minutes as well as by utilizing numerous studies and surveys conducted by professionals across the State, in Carteret County as well as in the Town of Beaufort.

Town of Beaufort Surveys & Plans

2000 Water Access Plan

2009 Final Bike Plan

2010 Parks & Recreation Survey

2011 Beaufort Parks & Recreation Comprehensive Plan

2011 Town of Beaufort Comprehensive Plan Update

2014 Beaufort Parks & Recreation Comprehensive Plan Update

2017 Community Preference Survey

2017 Watershed Restoration Plan

2018 Bicycle & Pedestrian Master Plan

2018 Small Area Master Plan

2018 Randolph Johnson/Water Tower Park Master Plan

2023 Town of Beaufort ADA Transition Plan

Town of Beaufort's FY 2023-24 Adopted Budget

2023 Beaufort Comprehensive & CAMA Land Use Plan

2022 Resilient Beaufort Plan

State & County Plans

North Carolina Outdoor Recreation Plan 2020-2025

North Carolina Parks & Recreation Services Study 2019

North Carolina Parks & Recreation Services Study 2020

North Carolina Parks & Recreation Services Study 2021-2022

Parks & Recreation Master Plan & Shoreline Access Plan Update for Carteret County, NC 2006



TOWN OF BEAUFORT, NORTH CAROLINA



Beaufort's History

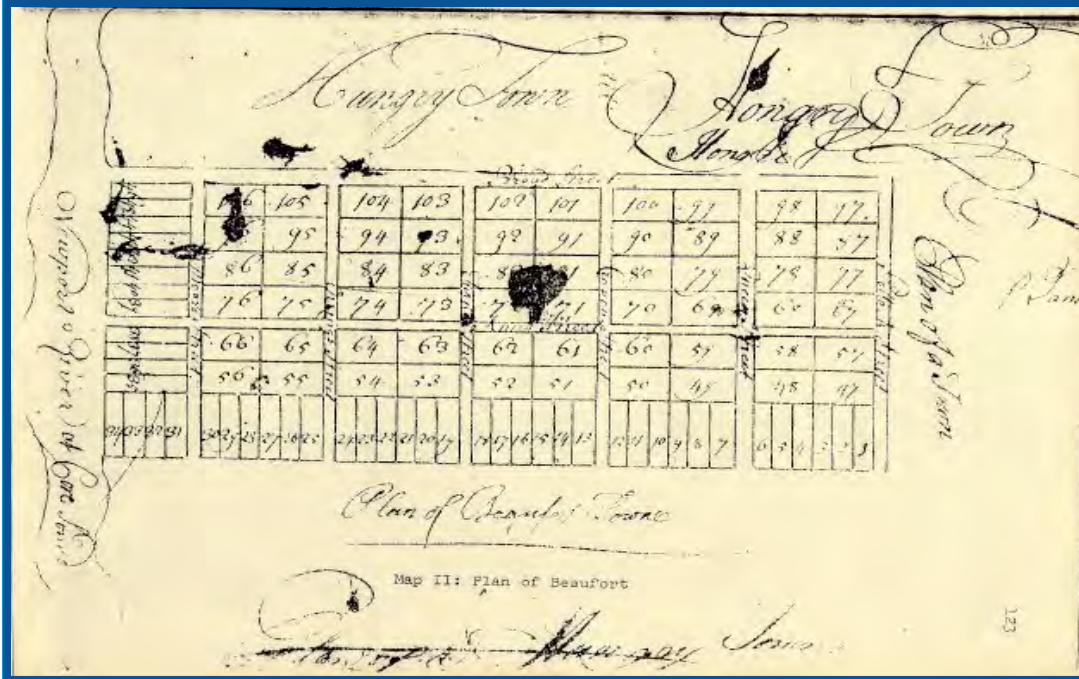


Established in 1709, Beaufort, N.C. is a quaint coastal town located on Beaufort Inlet, a channel leading south to the Atlantic Ocean. The third oldest town in the state and seat of Carteret County, Beaufort has a residential population of about 4,500 with a high influx of visitor traffic during the warmer months.

Beaufort was first known as Fishtown because the fishing industry was and has been an important part of the county's history. Beaufort was later named for Henry Somerset, Duke of Beaufort.

Originally a fishing village and port of safety dating from the late 1600s, Beaufort has been visited by patriots, privateers, merchants, and skilled craftsmen who built Bahamian and West Indian-style homes and public buildings. Approximately 150 of the restored historic homes bear plaques noting names of the Town's earliest known owners and dates of original construction.

The early economy of Beaufort was based on the use of natural resources in the area. Hence, fishing, whaling, the production of lumber and naval stores, shipbuilding, and farming were the chief economic activities. Though Beaufort had the safest and most navigable harbor of any of the ports of North Carolina, extensive commercial activities failed to develop, owing to the fact that the town was almost completely isolated from the interior. Now, Beaufort's economy depends heavily on tourism, supplemented by a regional boat-building industry. Marine science research also figures prominently. The Plan of Beaufort Towne, laid out in 1713, survives in a 12-block area, which today is on the National Register of Historic Places.



Demographic & Sociological Factors – 2023 Statistics



Town of Beaufort Digital Budget Book



Adopted Version - 6/12/2023

Demographics may be found in the Town of Beaufort's annual Digital Budget Book.

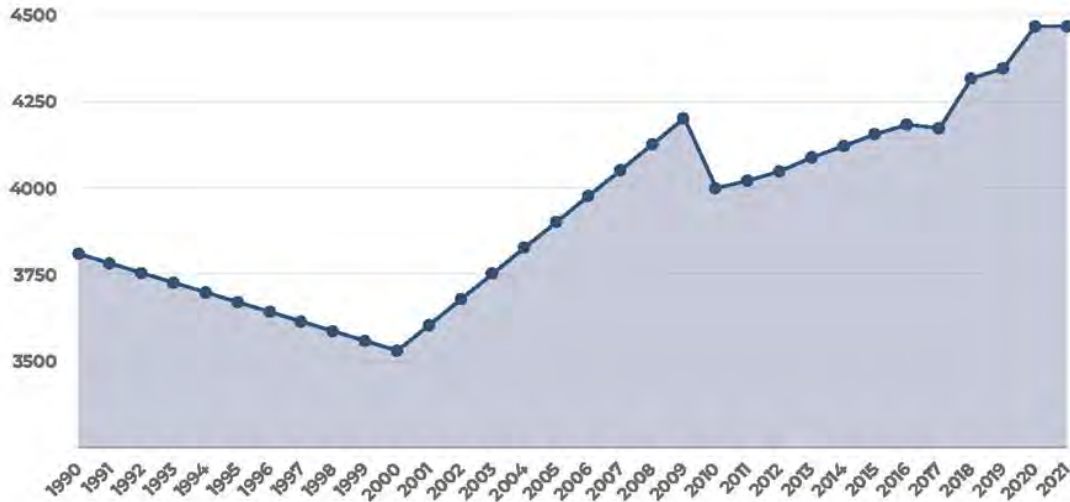
The budget is updated annually and available online at www.beaufortnc.org.

Population Overview



TOTAL POPULATION

4,464



* Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses



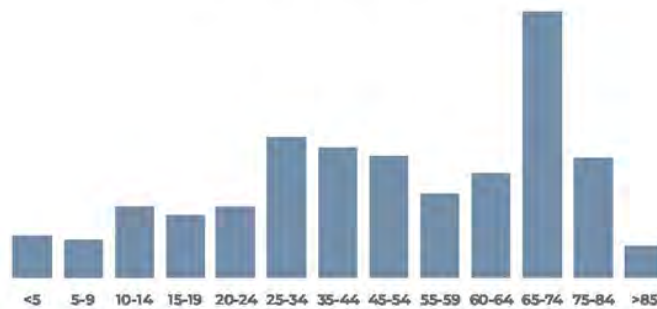
DAYTIME POPULATION

5,856

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

* Data Source: American Community Survey 5-year estimates

POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents, Municipalities must adjust and plan services accordingly.

* Data Source: American Community Survey 5-year estimates

Household Analysis

TOTAL HOUSEHOLDS

2,270

Municipalities must consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the municipal tax base.



▼ 33%
lower than state average



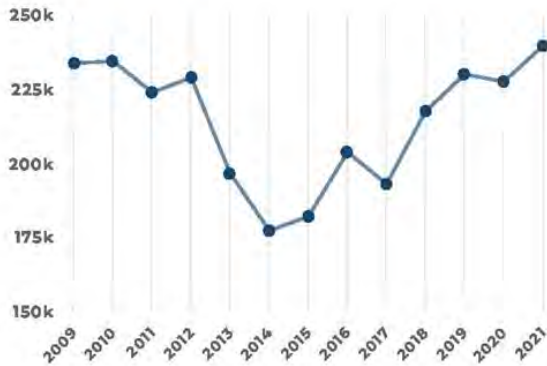
▲ 56%
higher than state average

** Data Source: American Community Survey 5-year estimates*

Housing Overview



2021 MEDIAN HOME VALUE
\$239,400



* Data Source: 2021 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

HOME OWNERS VS RENTERS

Beaufort State Avg.



Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



HOUSEHOLD INCOME

Above \$200,000

2%

Median Income

\$39,472

Below \$25,000

36%

* Data Source: American Community Survey 5-year estimates

Tourism



The Town of Beaufort is a nationally recognized tourist destination. With tourism being a driving force in the Town’s economy, outdoor recreation and the protection of natural resources are a critical part of the Town’s health and economic stability for now and the future.

As the weather warms, Beaufort’s population swells in size to double and at times triple it’s annual population. This trend will continue as more and more people become aware of the wealth of outdoor recreation and natural resources the town offers both residents and visitors.

USA TODAY Best Small Town for Adventure	<i>Southern Living</i> The South’s Best Small Town	TRAVEL+ LEISURE America’s Favorite Town	USA TODAY Best Small Town for Shopping
Yachting Best Yachting Town in America	Budget Travel Coolest Small Town in America	COASTAL LIVING 20 Best Places to Live on the Coast in 2018	ORBITZ The Best Places for a Bachelorette Party
TRAVEL+ LEISURE Top 20 America’s Quirkiest Towns	USA TODAY Charming Small Towns of the South	TRAVEL+ LEISURE America’s Most Romantic Towns	redbook The 40 Most Romantic Fall Getaways
planetware 7 Top Rated Romantic Getaways in North Carolina	Budget Travel America’s 10 Most Beautiful Hidden Gems	COASTAL LIVING America’s 10 Best Beach Towns for Christmas	<i>Southern Living</i> 25 Most Festive Small Towns in the South for a Charming Christmas Getaway
<i>Southern Living</i> The Best Small Towns for Christmas in the South	COASTAL LIVING 10 Great Coastal Boardwalks	<i>House Beautiful</i> 50 Epic Girls’ Getaway Destinations in Every State across America: Crystal Coast™	<i>Southern Living</i> 5 Beach Towns You Can Actually Afford

List of accolades courtesy of www.visitbeaufortnc.com operated by the Beaufort Business Association.

Beaufort Parks & Recreation 2011-2024



2011 Parks & Recreation Comprehensive Plan

Beaufort, NC Parks & Recreation Comprehensive Plan

April 2011

Prepared by:



In 2010, the Town of Beaufort issued a request for proposals to create the Town's first Parks & Recreation Comprehensive Plan. This was the beginning of a formal Parks & Recreation focus in Beaufort and led to the formation of the Beaufort Parks & Recreation Advisory Board.

The Town hired the Eastern Carolina Council (ECC) to create the plan at a cost of \$10,750. In the absence of a Parks & Recreation Advisory Board, the ECC formed an Advisory Committee consisting of staff and citizen volunteers to assist in advising the comprehensive plan.

It was designed to serve as a 10 year guide for the Town of Beaufort in addressing the recreational needs

of the community.

A citizen survey was conducted and existing plans were used to guide and inform the plan. The plan developed goals, suggested policies and recommended financing options.

Developed over the course of 8 months from September 2010 until April 2011, the final plan was presented to the Board of Commissioners for adoption in 2011.

One of the first recommendations the Board of Commissioners acted upon in 2011 was to create the Beaufort Parks & Recreation Advisory Board.

Excerpt from the 2011 Executive Summary:

This Comprehensive Parks and Recreation Plan for the Town of Beaufort is intended to provide a road map for needed improvements in parks and recreation facilities and program to meet the current and future needs of the citizens of Beaufort.

As a result of the review, the following were findings:

1. *The total amount of park land available for recreation needs in Beaufort is limited to small waterside parks and one neighborhood park.*
2. *The Town's current park facilities have few amenities.*
3. *There is no master plan for the Town's parks, which have largely been developed incrementally without a clear plan concept.*
4. *There is no town staff assigned to Parks and Recreational activities/programs.*
5. *There is no town appointed Parks and Recreation Committee.*
6. *Public input regarding recreation needs in Beaufort indicated there is significant interest in the community in major recreation facilities—such as a swimming pool, a multi-purpose recreation center/community building, bike and walking trails, dog parks and water related amenities—that would require major funding for construction and staffing.*

Throughout the 2024 Comprehensive Plan available land, park amenities, staff and public desire for major recreational facilities that require major funding for construction and staffing remain priorities.

www.beaufortnc.org/bc-prab

Town Parks Comp Plan 2011

Recommendations Summary Update

Beaufort, NC
Parks & Recreation
Comprehensive Plan

April 2011

Prepared by:

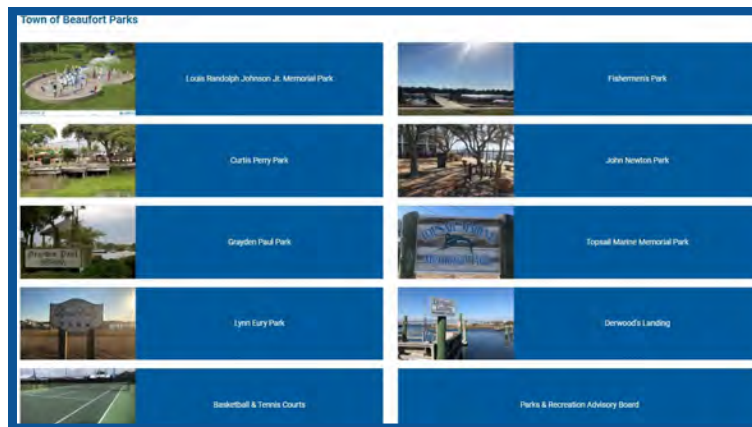
Eastern Carolina Council

- Cooperative Ventures—Topsail Park—**Complete 2021**
- Open Spaces & Greenways—**Ongoing**
- Parks section added to the Town website—**Complete 2017**
- Graffiti & Vandalism—**Ongoing Issue**
- Senior gathering location—**Incomplete**

Below is a summary of progress from items mentioned in the 2011 Parks & Recreation Comprehensive Plan.

Section 8: Special Issues

- Creation and adoption of uniform rules for park facilities—**Complete 2018**
- Uniform Park signage—**Complete 2023**
- Restrooms at Randolph Johnson Park—**Complete 2020**
- Access to drinking water—**Complete 2020**



Section 9: Maintenance & Security

- Certified playground inspector on staff—**Complete 2018**
- Suggested mulch be placed under playground equipment—**Complete 2020**—pour in place rubber
- Implement youth projects in an effort to increase a sense of ownership of the park and to decrease vandalism—**Ongoing**

Section 10: Examples from other communities

- Update trash cans in all of downtown and at park facilities.—**Complete 2021**
- Add Pet waste stations—**Complete 2020**
- Install uniform benches in downtown and in park spaces.—**Complete 2020**
- Incorporate Public Art throughout town.—**Ongoing**
- Created a new passive waterfront viewing area at the end of Front Street to include benches.
- Install benches, signage, trash cans, pet waste stations on Town property where nothing previously existed.—**Complete 2023**

www.beaufortnc.org/bc-prab

2011 Recommendations Update Continued

2011 Town of Beaufort Parks & Recreation Comprehensive Plan Recommendations (pages 52-53)

1. Bring Randolph Johnson Memorial Park up to a level of quality consistent with modern design, safety and accessibility standards.—**Accomplished 2020**
2. Relocate tennis and basketball courts per PARTF requirement.—**Accomplished**
3. Replace outdated equipment, renovate or replace deteriorated facilities and add essential park amenities.—**Ongoing and up to date as of January 2024**
4. Adopt uniform parks and recreation regulations, in the form of Town ordinances.— **Accomplished via Town Ordinance Chapter 96 Parks & Recreation in 2018**
5. Seek an additional location for a neighborhood park to serve the area of town that is growing the fastest.—**Incomplete**
6. Seek a location to develop a community center to serve all ages.—**Incomplete**
7. Develop one or more dog park areas.—**Incomplete**
8. Begin immediately setting aside funds for the purchase and development of park land.—**Incomplete**
9. Develop a study of future park service zones to guide the location of future parks.—**Incomplete**
10. Begin aggressively identifying potential, appropriate sites for park land acquisition.—**Ongoing**
11. Begin investigating park facilities grants to help meet future needs.—**Ongoing**
12. Provide a location where recreation programming for all ages may occur.—**Incomplete**
13. Begin funding part-time, seasonal recreation staff or contract positions to begin offering recreation programming for all ages.—**Partially complete** with the hiring of a Parks Coordinator in 2017—this position is not dedicated solely to Parks.
14. Attempt to fund, by 2014, a parks and recreation director position.—**Incomplete**

Beaufort, NC
Parks & Recreation
Comprehensive Plan

April 2011

Prepared by:


Eastern Carolina Council

www.beaufortnc.org/bc-prab

Parks & Recreation Advisory Board

The Beaufort Parks & Recreation Advisory Board was created by a resolution issued by the Beaufort Board of Commissioners in 2011 as a subcommittee of the Board of Commissioner's Community and Commerce committee and was charged with assisting in writing a PARTF grant to develop a park at the Public Works site on Hedrick Street referred to as Water Tower Park. The Town did not qualify for a PARTF grant at that time.

The 2011-12 Committee recommended the below ideas to the for the Water Tower Park project:

- Walking trail around the perimeter—Completed 2020
- Splash Pad—Completed 2020
- Picnic Area with tables and grills—Completed 2020—Grills were excluded due to Fire Code
- Multi-purpose open space
- Horseshoe/Cornhole area
- Table games
- Volleyball nets with a sand area
- Closure of Pine Street near Randolph Johnson Park—Completed in 2018



A Master Plan for Water Tower Park was created in 2018 and included the renovation of Randolph Johnson Memorial Park.*

The Master Plan and renovation were funded through a private donation.

Water Tower Park is not a viable project until the Town's Public Works facility is moved to a new location. In 2023, the Town acquired property to develop a Municipal Campus. The preliminary concept plans for the campus include the moving of Public Works.



Access the Master Plan at <https://www.beaufortnc.org/parks/page/louis-randolph-johnson-jr-memorial-park>

**Randolph Johnson Memorial Park's name was updated in 2023 to Louis Randolph Johnson Jr. Memorial Park per the request of the family.*

Parks & Recreation Advisory Board



Appointment

The Beaufort Parks & Recreation Advisory Board is comprised of seven members of the Beaufort community who are appointed by the Board of Commissioners to serve 4-year terms.

Parks & Recreation Advisory Board Goal

The goal of The Beaufort Parks & Recreation Advisory Board is to serve as liaison between the citizens, town staff and town Board of Commissioners. Its vision is to represent the community with the promotion of people-friendly parks and facilities, while anticipating future needs and trends.

Parks & Recreation Advisory Board Mission Statement

The Board's mission statement is to provide quality recreational facilities and open spaces which are safe for leisure time activities.

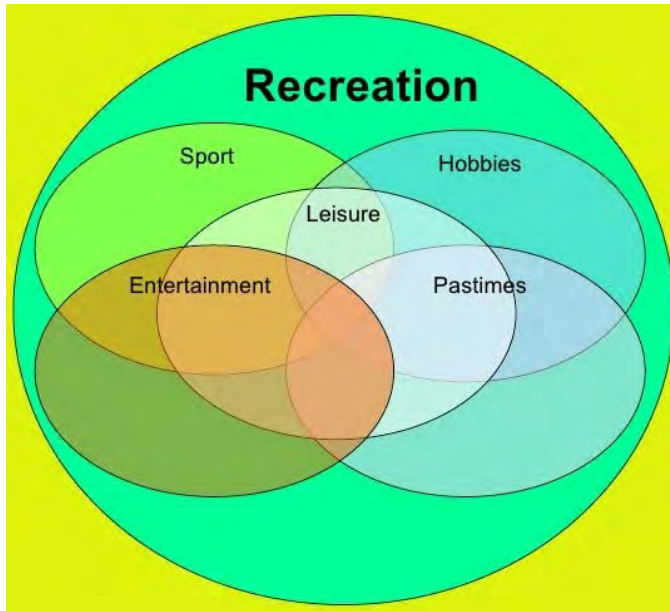
Purpose of the Beaufort Parks & Recreation Advisory Board

The Beaufort Parks & Recreation Advisory Board shall consult with and serve as an advisory body for the Town Staff and Town Board of Commissioners in matters affecting recreation. This includes the planning, promotion and marketing of the same; its own membership and other activities related to its programs.

The board will provide input for the long-range planning of resources towards park projects and other indoor/outdoor recreational activities.

The board will review, participate and monitor park planning documents in regard to proposals for park sites and greenway construction in Beaufort. The committee will review existing park sites within Beaufort and provide recommendations for future development, considering such factors as park usage, safety and equipment.

These recommendations submitted by the Advisory Board require final approval by town staff and the town Board of Commissioners.



Parks & Recreation Advisory Board



Values Statement

The Town of Beaufort's parks and recreation infrastructure will meet the **Outdoor Recreation** needs of a growing population, will help to protect Beaufort's **natural resources** for current and future citizens, and will help achieve related **Health and Economic Benefits**.

Beaufort's population continues to grow. While this growth is in many ways positive, it also brings with it a growing demand on natural resources. Planning for outdoor recreation and conservation are vital in ensuring that Beaufort grows and provides for its citizens and visitors alike, while at the same time protecting these resources. Failure to do so harms the very resources that Beaufortians and visitors have come to love.

All recommendations of the Parks & Recreation Advisory Board are made through the lens of obtaining the three goals of:



Guiding Principles

Guiding Principles of recommendations made by the Beaufort Parks & Recreation Advisory Board

Adopted September 2020 by the Parks & Recreation Advisory Board

Disapproval of any transfer of public property to private entities. However, we recognize that there may be future circumstances, in the public interest, that would create conditions where the benefits of such transfers outweigh the risks of said transfers.

In those circumstances we recommend:

1. Any transfer of public property that is considered must be thoroughly vetted in a fully transparent manner and consider the long-term benefits and value added to all citizens of Beaufort.
2. Any transfer of public property that is considered by the Board must not set a precedent that would facilitate the ease of approval of future transfers of public property.
3. Any transfer of public property must consider, as the preferred option, a public-private development, project, or other option where ultimate property ownership is retained by the town.
4. Any deed of public property to private ownership in the public interest must exclude all other options prior to agreeing to permanent transfer of ownership.
5. Any transfer, or passive allowance, of ownership of real property to a private entity must consider the long-term economic impacts and quality of, or potential for adverse, future public property use to the entire town, especially on the quality of the Parks and Recreation experience.



Accomplishments



Completed Items	Year
Created Parks & Recreation Advisory Board (PRAB)	2011
Hired a Parks Coordinator (Position is also the PIO and Deputy Clerk)	2017
Implemented bylaws for the PRAB	2018
Created uniform park rules	2018
Ordinance 96 Creating Parks & Recreation	June 2018
Addition of kayak rack at Curtis Perry Park	2018
Louis Randolph Johnson Jr. Park Renovation	2017-2020
Watch 4 Me NC Program participant	2019-2024
Topsail Marine Memorial Park Renovation	2019-2022
Master Plan for Water Tower Park	2017-2019
Fishermen's Park—Addition of bench & bike rack	2019
Upgraded bike racks in downtown	2019-2022
Grayden Paul Park—New benches	2020-2022
Compass Mural repainted at Grayden Paul Park	2021
Public Art Project at Topsail Marine Memorial Park	2021
Public Art Project on the boardwalk	2023
Public Art/Stormwater awareness art project	2023
Kayak Lottery procedural changes	2020
Art in the Park Program	2022, 2023
Arbor Day Celebration	2019-2023
Tree City USA designation	2023
Community Events	2021-2023
Trash Pickup Events	2019, 2021, 2022, 2023
NCDOT Bicycle Helmet Grant	2020, 2023
Bicycle Fixation Station Grant (3)	2020
White Cane Awareness Events	2018, 2019, 2021, 2022
Boys & Girls Club Harvest Festival Participant	2022, 2023

Accomplishments Continued

Completed Items	Year
National Night Out participant	2017, 2018, 2021, 2022, 2023
Walk With Ease Grant program	2023-2024
Cedar Street Park Planning	2017-2022
Resurface Tennis/Basketball Courts	2023
Pickleball lines added to tennis courts	2023
Dedication of Topsail Marine Memorial Park as a Middle Passage Heritage Site	2022
Collaboration with the Beaufort Garden Club	Ongoing
Partnerships with National Park Service, NC Maritime Museum, Duke Marine Lab Community Science Program, UNC's Institute of Marine Sciences	Ongoing
Uniform signage at all park locations	2023
Signage designating Town water access locations	2023-2024
Upgrades to crosswalks near park on Carteret and Lennoxville Roads	2022-2023
Parks & Recreation Comprehensive Plan	2023-2024
Created a Parks webpage	2017
Meeting minutes and agendas posted online	2017



Types of Parks & Recreation



Park Types & Descriptions

The Town of Beaufort is situated uniquely to contain a diversity of outdoor recreational opportunities both natural and man-made. Beaufort is home to County, State and Federal park facilities and includes within the Town limits a Neighborhood Park, a Community Park, and Dispersed Use/Conservancy Area along with a number of pocket parks, water access locations and land/water trails.



Neighborhood Park: Area for active recreation such as field and court games or using a playground or splash pad. Can also be smaller informal parks for open space activities. Two to eight acres is a typical size. Examples include mini parks serving residential areas, playgrounds, sports fields and combination playgrounds/ sports fields/ passive natural areas.

Community Park: Area providing a wide array of active recreational opportunities such as a recreation center with a gymnasium, athletic fields, swimming pool, hard surface courts, and picnicking areas. Natural or landscaped areas are provided for passive recreation. 10-20 acres is a typical size. Examples include large park/school complexes; recreation center/ pool/sports field and court complexes; and community center/ park complexes.

Regional/State Parks: Area of natural quality for natural resource-based outdoor recreation. Generally, 80 percent of the land is reserved for conservation and natural resource management with less than 20 percent developed for recreation. Typical size is 3,000-5,000 acres. Examples include state parks, state recreation areas, state natural areas, educational state forests and large natural resource-based county parks. Activities include nature study, picnicking, camping, fishing, boating, swimming, and various trail uses.

Dispersed Use/Conservancy Area: Area for protection and management of the natural environment with recreation use as a secondary objective. Multiple-use management approaches produce natural resource outputs such as timber, agricultural produce and minerals. Examples include state game lands, multiple use areas of national and state forests, reservoir shoreline buffer lands, and Blue Ridge Parkway acreage. These sites are generally large enough to manage the primary natural resource while providing secondary recreational uses.

As much as any trait, North Carolina's outdoor recreation resources can be characterized by their diversity. One common characteristic these recreation resources share is their dependence on land and water resources. Any land or water resource that is used to produce satisfying leisure experience is a recreation resource.

Pocket Park—A pocket park is a small outdoor space, usually no more than 1/4 of an acre, usually only a few house lots in size or smaller, most often located in an urban area surrounded by commercial buildings or houses on small lots with few places for people to gather, relax, or to enjoy the outdoors.

National Recreation & Park Association (NRPA) definition

Source:

*National Recreation and Park Association
Recreation, Park and Open Space Standards and Guidelines*

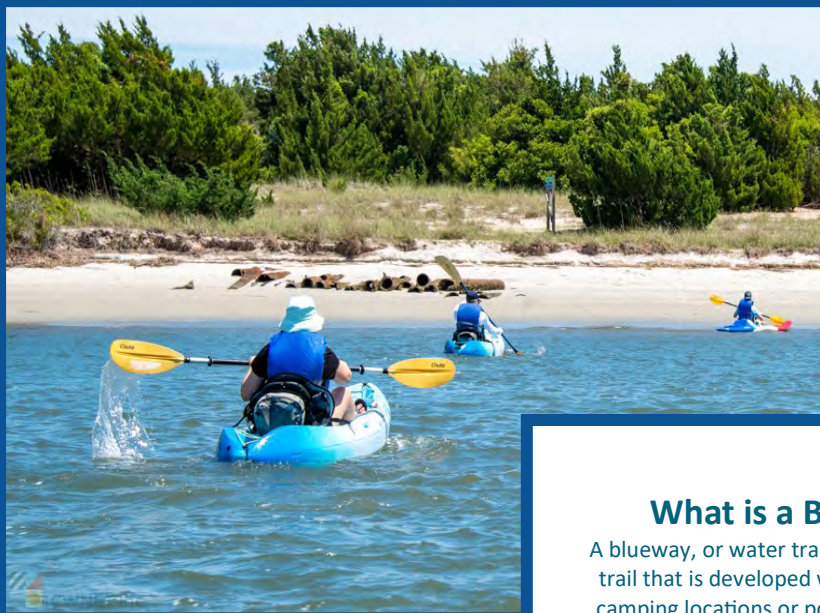
Trails, Greenways & Blueways

Trail vs. Greenway

Many people use the terms trail and greenway interchangeably.

Greenway: Linear open spaces connecting parks or other public areas that are 1/4 mile or longer and usually contain a multi-purpose trail. A paved surface trail that can be used for recreation, transportation and conservation purposes.

Trail: A more generic term for walking, biking, equestrian, paddling or ORV path that provides recreational, aesthetic, alternate transportation or educational opportunities to both motorized and non-motorized users.



What is a Blueway?

A blueway, or water trail, is a water path or trail that is developed with launch points, camping locations or points of interest for canoeists, paddle boarders and kayakers.

Trails

Walking for pleasure or exercise is in strong demand by residents of North Carolina. Regional planning efforts to provide seamless networks of trails across North Carolina have been ongoing for years. Local governments have partnered to completing sections of regional networks within their jurisdiction as well as build or manage sections of statewide trails.

Trails on land and water throughout the state contribute to the overall quality of life and health of users by offering people attractive, safe and accessible places to exercise, be outdoors and be a part of a community. Trails provide multiple benefits for individuals and communities that can positively affect the sustainability of local, regional and state economic, environmental and social health.

Benefits of Trails Include:

- **Alternative modes of transportation**
 - Reduce road congestion
 - Less expensive to construct
 - Allow residents to travel by bicycle or foot and save money on gas, vehicle maintenance and parking fees.
 - Reduce the emission of greenhouse gases
 - Reduce the number of vehicle-bicyclist and vehicle-pedestrian related accidents
- **Economic Impacts**
 - Job creation in construction and repair
 - Job creation in recreation business opportunities through rentals and sales (kayaks, canoes, bicycles, etc.)
 - Increase proximate property values and local tax revenues
 - Attract tourists and tourist spending in the local economy
- **Improving Health & Fitness**
 - Help reduce physical and mental health risks by providing pleasant places to exercise
 - Help control weight, blood pressure and cholesterol levels
 - Help build strength and endurance
 - Help prevent depression
- **Environmental Protection**
 - Protect important habitats
 - Provide green corridors for people and wildlife
 - Help improve air and water quality
 - Serve as natural floodplains
- **Connecting Communities**
 - Serve as walking and bicycling routes to work, school, local businesses, restaurants, parks and recreation areas.
 - Provide a sense of place and community pride for an area or region.
 - Connect to other municipal/county trails and parks and with regional and/or statewide trails.
- **Environment Education**
 - Offer close to home environmental education opportunities to learn about native plants and animals, while rediscovering ecosystems and ecological processes.
 - Provide places for hands-on school field trips.

“Trails and greenways have the potential to be this country’s most important land-based initiative for conservation and recreation in the next several decades,” notes the President’s Commission of American Outdoors.

Source: North Carolina Outdoor Recreation Plan 2020-2025

Outdoor Recreation



North Carolinians enjoy recreational activities of all types throughout the State. Recreational activities are provided statewide for both residents and visitors alike that range from visiting historic sites, to spending a day on the beach to walking trails.

As a part of the North Carolina Outdoor Recreation Plan 2020-2025, a public input survey was conducted across the state. The results found that the most popular outdoor recreation activities, in order are:

- visiting a beach or lake,
- walking for pleasure or exercise,
- visiting parks or historical sites,
- hiking & trails,
- fishing from a bank or pier,
- viewing scenery,
- fishing by boat,
- nature viewing,
- swimming

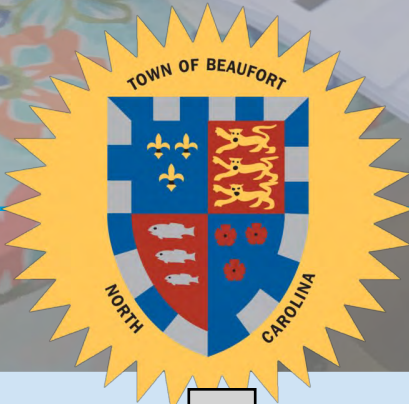
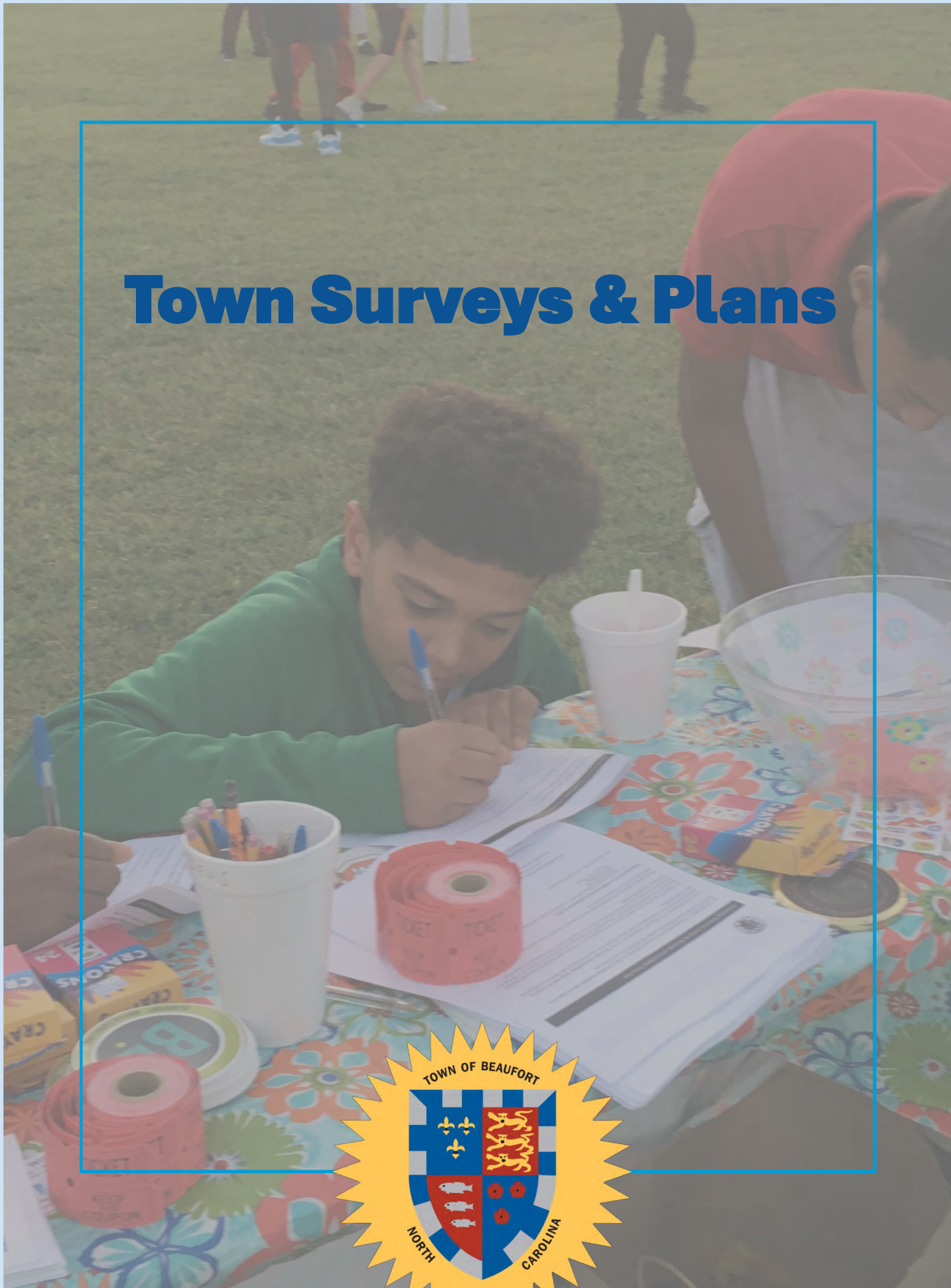


Of these top nine, the Town of Beaufort is geographically positioned to offer all nine making Beaufort a top location for outdoor recreation. Beaufort's history and geography offer residents and visitors a wide range of outdoor recreational opportunities suited to all age and skill ranges.

Outdoor recreation encompasses a great variety of activities because people look for many different types of experiences. The desire for different experiences causes people to choose between solitude or crowds, natural surroundings or man-made facilities, and physically challenging or relaxing activities. Natural resources and man-made facilities provide the settings needed for outdoor recreation. Natural resources vary from settings like ocean beaches and scenic mountain vistas to urban open space.



Town Surveys & Plans



2010 Parks & Recreation Survey

In 2010, the Town of Beaufort working with the Eastern Carolina Council of Governments conducted a community survey regarding parks and recreation for inclusion in the 2011 Beaufort, NC Parks & Recreation Comprehensive Plan. The survey was available online and advertised in the monthly utility bill.

The survey format included approximately 100 different programming and facility options. Respondents were asked to designate the options they prioritize for Beaufort’s future. The survey received 290 responses.

The following seven options received more than 50% interest from survey respondents:

1. Outdoor Concerts (67%)
2. Walking Trails (65%)
3. Boat Ramps (57%)
4. Bike Trail (56%)
5. Fishing Pier (56%)
6. Canoe/Kayak Launch (55%)
7. Fishing Areas (55%)



Beaufort, NC Parks & Recreation Comprehensive Plan

April 2011

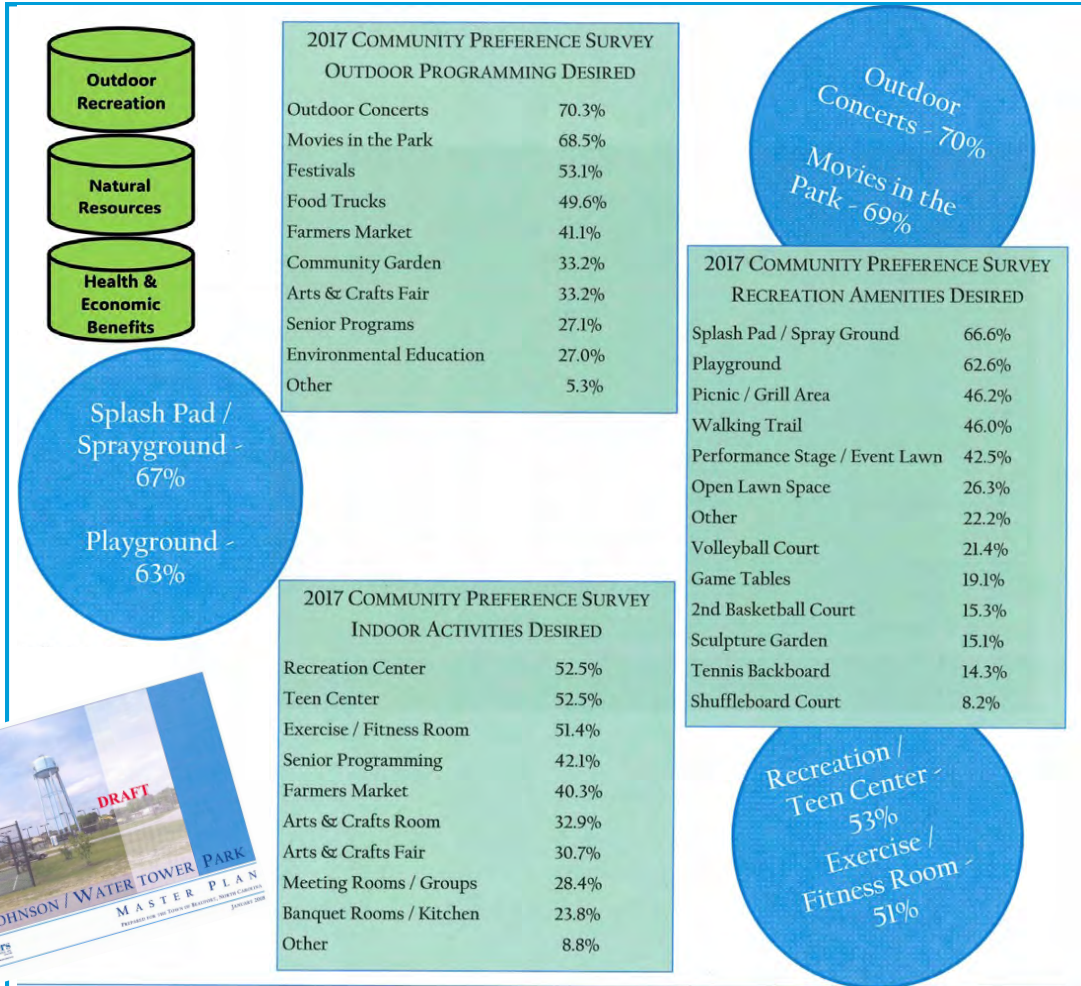
Prepared by:
 Eastern Carolina Council

BEAUFORT 2010 PARKS & RECREATION SURVEY RESULT SUMMARY (> 25% RESPONSE)

Outdoor Concerts	66.8%	Bowling Alley	33.9%
Walking Trails	65.0%	Outdoor Swimming Pool	33.3%
Boat Ramps	56.6%	Playground	31.7%
Bike Trails	55.8%	Tennis Courts	31.3%
Fishing Pier	56.0%	Teen Programs	31.0%
Canoe/Kayak Launch	55.3%	Botanical Garden	30.1%
Fishing Area	55.3%	Movies in the Park	30.1%
Hiking Trails	45.4%	Fitness	29.4%
Boat/Canoe/Kayak Rentals	42.1%	Open Green Space	28.9%
Dog Park	41.1%	Greenways	28.5%
Wildlife Viewing Area	40.7%	Exercise Equipment Room	28.4%
Festivals	37.1%	Summer Activity Programs	28.4%
Senior Programs	37.1%	Teen Center	28.0%
Indoor Swimming Pool	36.7%	Hobby / Specialty Classes	27.1%
Community Building	35.8%	Arts & Crafts Room	25.7%
Fitness/Health Programs	35.4%	Bird Watching Areas	25.6%
Recreation Center	35.3%		

www.beaufortnc.org/bc-prab

2017 Community Preference Survey



The 2017 Community Preference Survey was conducted in conjunction with the master planning process for the renovation of Louis Randolph Johnson Jr Memorial Park and subsequent phases of potential expansion. The survey was designed to identify desired amenities, facilities and programming as well as park usage habits specific to the existing park space and future potential expansion at the current Public Works site on Hedrick Street as well as extending east to the tennis and basketball courts all the way to the Town’s property across from Ocean View Cemetery adjacent to Ann Street.

A broader effort to obtain survey respondents was applied by Town Staff and included website, social media, newsletter, business cards, weekly meet-ups in the park and at events such as National Night Out. This effort resulted in 650 respondents representing approximately 6.3% of the estimated 2017 population of 4,100.

www.beaufortnc.org/bc-prab

2017 Community Preference Survey Continued

Help shape the future of parks in Beaufort.
Take a short survey online or in person.
Your opinion matters.



Deadline is Sept. 22, 2017.
 Paper copies available at Town Hall or at Randolph Johnson Park every Wednesday between 4:30-5:30 p.m.
 Email r.johnson@beaufortnc.org for more information or call 728-2141.

<https://www.surveymonkey.com/r/JohnsonWaterTowerPark>

Top 5 Responses for Recreational Amenities & Programming

Amenities

1. Sprayground
2. Playground
3. Picnic/Grill Area
4. Walking Trail
5. Stage/Event Lawn

Indoor Programming

1. Recreation Center
2. Teen Center
3. Exercise/Fitness Room
4. Senior Programs
5. Market Space

Outdoor Programming

1. Outdoor Concerts
2. Movies in the Park
3. Festivals
4. Food Trucks
5. Market Space



Renovations of the existing park at Randolph Johnson Memorial Park were completed in 2021. Renovations included the addition of the top four desired amenities.

Indoor Programming Space is dependent upon moving Public Works and the transformation of the Town’s land around the water tower into park space.



www.beaufortnc.org/bc-prab

Randolph Johnson/Water Tower Park Master Plan 2018

In 2017, the Town hired Rivers and Associates to put together the Randolph Johnson/Water Tower Park Master Plan. The year long process included numerous public charettes and the 2017 Community Preference Survey.

The Comprehensive Master Plan addresses the vision of re-developing the existing adjacent Public Works Facility into what is referred to as Water Tower Park. The intention was to provide a conceptual master site plan integrating the existing park parcel and the public works site along with existing adjoining tennis and basketball courts into a comprehensive passive park providing community space as well as multiple recreational and cultural opportunities. The 2018 Preliminary Opinion of Probable cost for the entire project was \$4,995,600.

The Master Plan took into account that the Public Works Department must be relocated in order for the water tower park concept to come to fruition. The plan includes 6 different phases the Town can take in order to reach the final goal. Phase 1 was the renovation of the existing park space at Randolph Johnson Park which was completed in 2020.

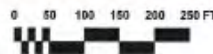
Future phases of the Master Plan are on hold until the Public Works facility is relocated. Future phases include recommendations for indoor recreation/event space, a community garden, outdoor covered flex space, a performance stage, an art wall, open green space, continued park trail system, exercise stations, a sand volleyball court and more. The full plan is available at

www.beaufortnc.org.



LEGEND

- A) RENOVATED OFFICE BUILDING
- B) PERGOLAS
- C) NEW COVERED ENTRY
- D) NEW OUTDOOR COVERED FLEX SPACE
- E) RENOVATED INDOOR FLEX SPACE
- F) NEW INDOOR UTILITY SPACE
- G) NEW BACK PORCH EVENT STAGE
- H) SAND VOLLEYBALL COURT
- I) EVENT LAWN
- J) WATER TOWER
- K) OPEN PLAY/GREENSPACE W/ SM. HILLS
- L) GAZEBO
- M) PARKING
- N) COMMUNITY GARDEN PLOTS
- O) ROUNDABOUT
- P) FUTURE DRIVE OPPORTUNITY
- Q) PARKING W/ PERVIOUS SURFACE
- R) SPEED TABLE
- S) RELOCATED BASKETBALL COURTS
- T) 40x86 SHELTER WIRESTROOMS
- U) WATER PLAY
- V) PROMENADE/SERVICE DRIVE
- W) SHADE STRUCTURE
- X) SAND PLAY
- Y) PLAYGROUND
- EXERCISE STATIONS



RANDOLPH JOHNSON / WATER TOWER PARK MASTER PLAN
TOWN OF BEAUFORT, NC
JANUARY 2018

Bicycle & Pedestrian Master Plan 2018

WALK+BIKE

Beaufort, NC | bicycle and pedestrian master plan

A plan to enhance the safety and mobility of Beaufort's citizens, visitors, businesses that celebrates the unique cultural identity and heritage of Beaufort, North Carolina.



FINAL
August 2018



- Conducted two surveys in 2017-18 for the Bicycle & Pedestrian Master Plan.
- Received 67 survey responses to the Polling & Visual Preference Survey
- Survey results showed the two main locations cyclists want to reach in Beaufort are park spaces and downtown.
- Multiple public engagement sessions were conducted.
- The plan identified that the #1 issue facing transportation needs in Beaufort is that infrastructure isn't keeping pace with new development and residents stated it is difficult to get around Town on foot or by bicycle.

Vision Statement:

Beaufort is a Town where everyone can walk or bike to popular destinations like parks, schools, waterfront and retail places. This goal is accomplished by making spot improvements to address barriers, as well as, to generally level the playing field with automotive travel, improve intersections and increase the quality of active mode environments through better maintenance and enhancing the appearance of the streetscape.

www.beaufortnc.org/planninginspections/page/bicyclepedestrian-plan

Small Area Master Plan 2018



- Conducted a survey in 2017 and received 70 plus responses.
- Key takeaways address future mobility opportunities and future development opportunities.
- Parks ranked in the top three transportation improvement projects for future development opportunities.
- Greenways and Trails ranked as the #1 type of public space/park that is missing from Beaufort with 25% of respondents identifying it as

such.

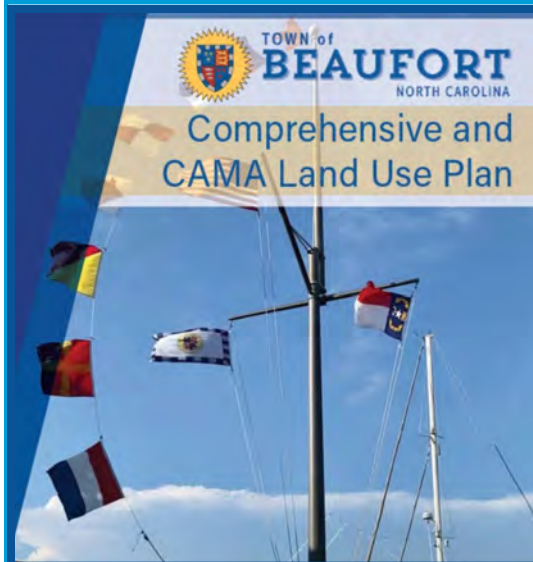
- Recommended, as a top 10 priority, the construction of a multi-use path along Lennoxville Road from Live Oak to Chadwick Street and reconstruction of the rail trestle as a pedestrian bridge.
- With over 700 new units being built near the eastern end of Lennoxville Road, a strong demand for safe bicycle and pedestrian connections into the core will become more and more essential.
- Providing a multi-use path enhances the ability for those units to sell and promotes the connection of new residents back into the walkablecore. The Town may want to consider this pathway suitable for golf carts as well, but as with every other decision, pedestrian safety should be the first priority.
- The dilapidated train trestle that crosses Town Creek behind the historic Mulberry Street School property presents a chance to create a unique pedestrian and cycling experience for



the Town of Beaufort. Access to water is the number one requested amenity in public spaces, and the new structure would offer both recreational and educational programming opportunities for the community.

www.beaufortnc.org/planninginspections/page/small-area-master-plan

Comprehensive & CAMA Land Use Plan 2024



This plan sets forth the community vision and goals for the Town of Beaufort, North Carolina. This historic, coastal community came together over a nearly two-year period to consider where they are and where they would like to be—identifying assets, threats, successes, shortcomings, and opportunities for the future. The result is the Comprehensive and Coastal Area Management Act (CAMA) Land Use Plan which was adopted in 2023. The plan was approved by the Board of Commissioners and certified by CAMA in early January 2024. The plan is intended to be a guidebook for Beaufort’s future. Part of creating a comprehensive and CAMA land use plan involves understanding the community and environment as they currently are, how it has changed through time, and using that information to extrapolate potential future conditions.

The public was involved at multiple points and in multiple ways in order to ensure community values and input were the foundation of the plan. Public input was received in interviews, survey responses, small group discussions, large group public meetings, steering committee guidance. This public input helped define the document and the values, goals and vision for the future. The Beaufort community has many values. Beaufort residents value the Town’s character while focusing on improvement of existing infrastructure, preservation of the natural and built environment, managing growth, and housing affordability. Beaufort residents also feel that economic growth, more recreational opportunities, equity and inclusion, tourism, public health, and controlling short term rentals are important. The plan discusses the need to protect, preserve and restore our shorelines, sensitive habitats and waterways and highlights the need for education around smart recreation.

Throughout the Parks & Recreation Comprehensive Plan many goals and recommendations directly align with the Comprehensive and CAMA Land Use Plan.

These will be noted by the following:



www.beaufortnc.org/future

Park Inventory



Town of Beaufort Park Inventory

The Town of Beaufort’s park system is comprised of nine parks. The majority of these park spaces are small pocket parks with water access. Water access includes visual access, fishing access, physical access and equipment access like boat launches.

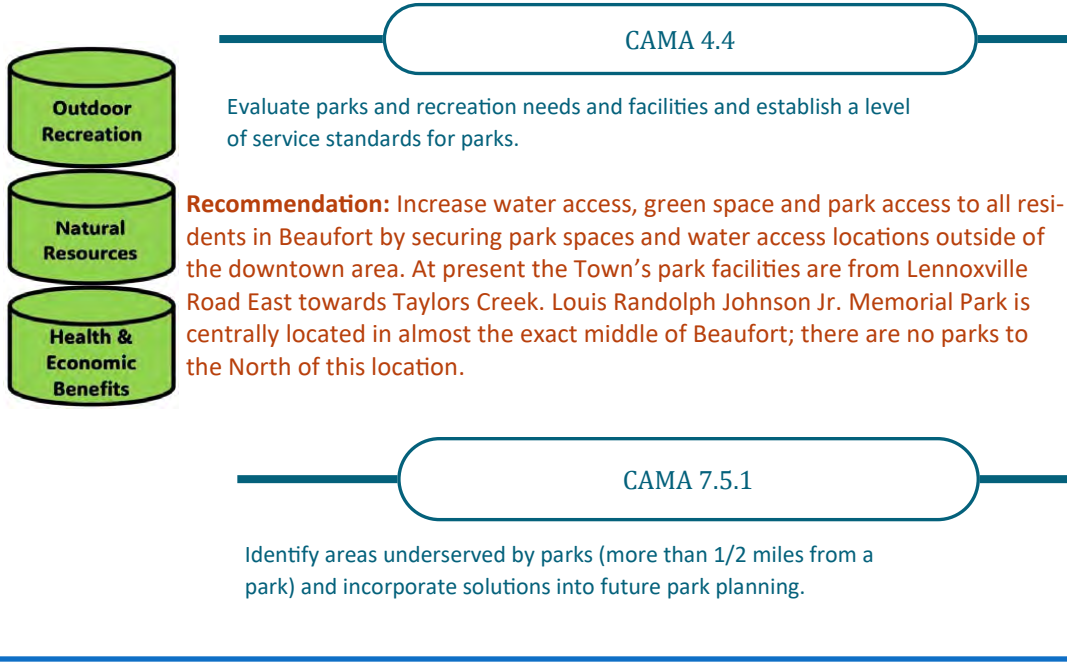
The Town’s 2023 Comprehensive & CAMA Land Use Plan found that the Town of Beaufort in 2021-22 was comprised of about 17% total acreage or 493.65 acres of Parks, Open Space, and Conservation land usage. This includes cemeteries, marshlands, islands in and surrounding the Reserve, local parks and recreational sites open to the public, and government owned parcels with conservation descriptions.

The Town’s designated parks include mainly water access destinations along Front Street with one Neighborhood Park located in the center of town with adjacent tennis/basketball courts.

Town operated parks/event spaces include:

- Louis Randolph Johnson Jr. Park
- Basketball/Tennis Courts
- Curtis Perry Park
- Fishermen’s Park
- Lynn Eury Park
- Grayden Paul Park
- John Newton Park
- Topsail Marine Memorial Park
- Derwood’s Landing
- Train Depot

The Boardwalk offers year round recreational opportunities and is included in this section.

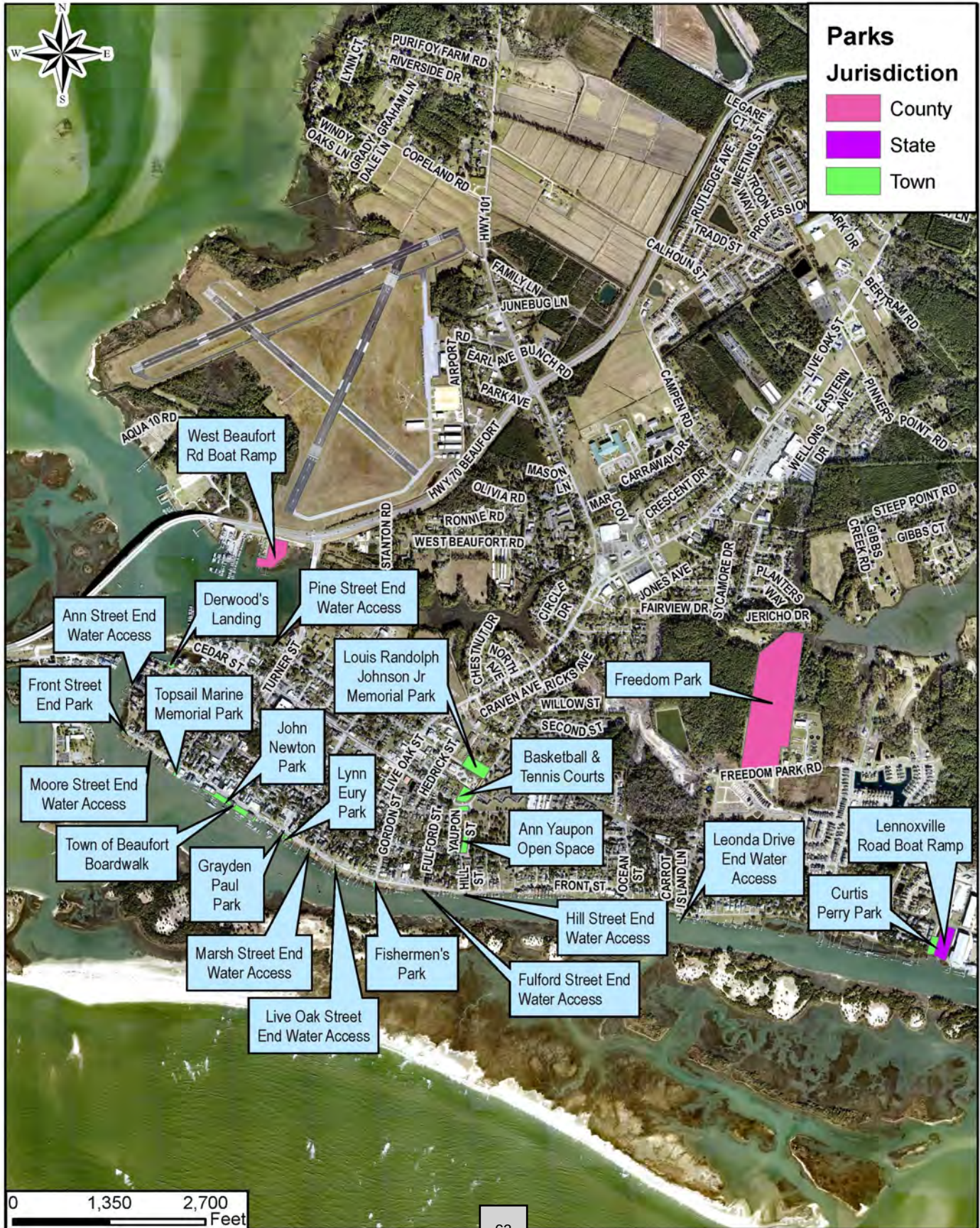


Recommendation: Increase water access, green space and park access to all residents in Beaufort by securing park spaces and water access locations outside of the downtown area. At present the Town’s park facilities are from Lennoxville Road East towards Taylors Creek. Louis Randolph Johnson Jr. Memorial Park is centrally located in almost the exact middle of Beaufort; there are no parks to the North of this location.

www.beaufortnc.org/parks



TOWN OF BEAUFORT NORTH CAROLINA



Louis Randolph Johnson Jr. Memorial Park

Park Type: Neighborhood Park

Address: 1016 Pine Street

- Funded by a private donation. \$1.5 million renovation
- The renovation is Phase 1 of the Water Tower Park Master Plan.
- Renovation included a picnic shelter, splashpad and playground.



The Water Tower Park Master Plan connects the Randolph Johnson Memorial Park area to the existing basketball and tennis courts to create a cohesive neighborhood park that is located in the center of Beaufort.

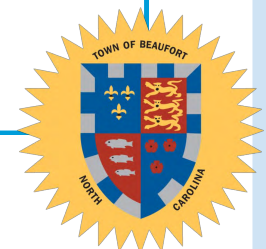
- The area included in the Master Plan would expand the park space to adjoin six parcels for a total of approximately seven acres.
- The Master Plan calls for the relocation of the Town’s Public Works facilities. The Master Plan is on hold until this relocation can occur.
- Project began in spring 2017.
- Rivers & Associates completed the Master Plan and it was adopted by the Board of Commissioners on April 9, 2018.

- Phase 1 construction began in late 2018 and was complete in 2020.
- Splashpad opened for its first season in summer 2020.
- A Bicycle Fixation Station was added in 2021 via a grant from North Carolina Department of Health and Human Services.



Park Amenities:

- | | | | | |
|------------------|---------------|--------------------------|---------------|----------------|
| Splashpad | Walking Trail | Playground | Green Space | Parking Lot |
| Benches | Restrooms | Water Fountain | Picnic Tables | Picnic Shelter |
| Shade Structures | | Bicycle Fixation Station | | Bike Racks |



Basketball/Tennis Courts

Park Type: Potential to be a part of a Neighborhood Park by adjoining it to Louis Randolph Johnson Jr. Memorial Park.

Address: Intersection of Yaupon, Carteret and Cedar Streets

- Originally funded with a Part F Grant and located at the present day Curtis Perry Park/State Wildlife Boat Ramp on Front Street.
- Relocated to its current location at the intersection of Yaupon, Carteret and Cedar Streets after 2010.

Amenities

- Basketball Court
- Two Tennis Courts
- Pickleball lines
- Lighted
- Remain open until 10 p.m.
- Parking
- Bench



Improvements

- Basketball Court resurfaced—2023
- Tennis Courts resurfaced-2023
- Tennis Court lines repainted-2023
- Pickle Ball lines added to the tennis courts-2023
- Basketball goal replacement—2024

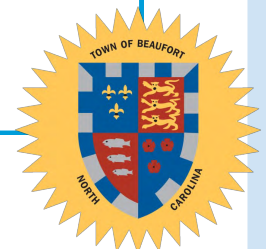
Future programming opportunities:

- Basketball skills clinic
- Tennis clinic
- Pickleball meet-ups
- Pick-up basketball tournament



Recommendation: The backboards on the Basketball courts continuously need replacement. Staff recommends installing a more substantial goal in the future, as well as, looking into building an expanded court to bring it to regulation size.

Recommendation: Install cameras at the courts with a sign that states the area is under 24 hour surveillance to help decrease the incidences of vandalism.



Curtis Perry Park



Park Type: Pocket Park/Water Access

Address: 2370 Lennoxville Road

- Park is adjacent to a State Wildlife Boat Ramp.
- A Bicycle Fixation Station was added in 2021 via a grant from North Carolina Department of Health and Human Services.
- The kayak rack was added in 2019 to increase the number available in the Town's Small Vessel lottery.

Amenities

- Shaded natural area
- Parking lot with trailer parking
- Bike fixation station
- Bike rack
- Restrooms
- Pier
- Picnic tables
- Grills
- Kayak Lottery Storage Rack
- Adjacent to the State Boat Ramp
- Water views



Fishermen's Park



Park Type: Pocket Park/Water Access
Address: 920 Front Street, Beaufort

This location is popular for fishing, bird watching and launching small vessels. It provides scenic views of Taylors Creek and the Rachel Carson Reserve.

There are multiple ways to launch a non-motorized vessel at this location making it a popular destination for kayakers and canoes. The park is home to the Town's largest small vessel storage rack.

The park does not have designated parking or a loading/unloading area.

Amenities

- Kayak/canoe launch
- Non-motorized vessel launch
- Fishing pier
- Bike rack
- Bench
- Menhaden Fishing Public Art Monument
- Kayak lottery storage rack
- Funded by a CAMA grant



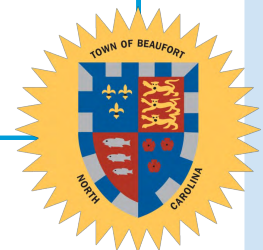
Grayden Paul Park

Park Type: Pocket Park/Water Access

- Funded in part by a CAMA grant.
- Maintained by the Town and the Beaufort Garden Club.
- Park is located in the project area for potential connection to the Beaufort boardwalk under the Waterfront Improvement Plan.
- A Bicycle Fixation Station was added in 2021 via a grant from North Carolina Department of Health and Human Services.
- New benches were funded by private donations in 2021-2022.

Amenities

- Bicycle Fixation Station
- Kayak Storage Rack by permit
- Beach launch access
- Gazebo
- Dock
- Benches
- Day non-motorized vessel storage
- Fishing pier
- Dinghy dock
- Small beach area
- Kayak launch
- Electricity
- Water supply
- On-street parking
- Adjacent to public restrooms



John Newton Park



Park Type: Water Access/Pocket Park

Address: 508 Front Street

Situated adjacent to the boardwalk, Town Docks and Harbormasters office in the heart of the downtown area, John Newton Park is a popular gathering spot.

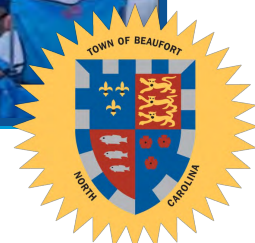
The shade from the trees and scenic views of Taylors Creek and the Rachel Carson Reserve make this a popular resting spot in the downtown area to take in the water

views and enjoy the scenery.

John Newton Park is frequently utilized for events to include 5K runs, Music in the Park and more. It is the hub of annual Christmas activities in downtown Beaufort.

Amenities

- Bike Rack
- Benches
- Two Picnic Tables
- Water views
- Adjacent to the Town docks and boardwalk
- Shaded natural areas
- Monument honoring John Newton
- Adjacent to public restrooms
- Electrical Access
- Adjacent to the East parking lot



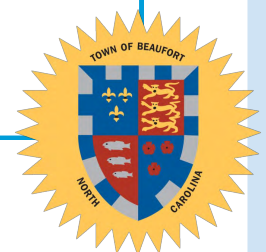
Lynn Eury Park

Park Type: Water Access/Pocket Park

Address: 702 Front Street

Amenities

- Two picnic benches
- Bicycle rack
- Passive green space area
- Town Public Safety docks
- Signage for the National Park Service & Cape Lookout National Seashore
- Water Views of Taylor’s Creek & Rachel Carson Reserve
- On-street parking
- Adjacent to Grayden Paul Park



Topsail Marine Memorial Park



Park Type: Water Access/Pocket Park
Address: 230 Front Street

Renovated: 2019-2021

Total Renovation Cost: \$56,309

Town Funded: \$45,354

Grant Funding: \$14,289 Division of Water Resources North Carolina Department of Environmental Quality

Private Donations: Four benches

The retrofit improved the aesthetics of the park and incorporated stormwater management techniques to capture runoff from adjacent impervious surfaces in compliance with the Town’s 2017 Watershed Restoration Plan guidelines. The improvements to the park included a pervious walkway with bench seating, new bike rack with parking pad, and several rain gardens to capture and infiltrate stormwater.

In 2021 the Beaufort Garden Club made a donation of \$3,000 for irrigation. The irrigation project was implemented in 2022 at a total of \$10,955.

The Beaufort Garden Club also donated the Menhaden Melody Art Sculpture in 2021.

In 2022, Topsail Marine Memorial Park was identified as a Middle Passage historic site and a historic informational marker was placed on the site by the Beaufort, North Carolina’s Middle Passage Project Committee, a division of Eastern Carolina Foundation for Equity & Equality.



Amenities

- Dock
- Fishing Pier
- Rain Garden
- Public Art
- Historical Marker
- Bike Rack
- Benches
- On-street parking



Derwood's Landing

Park Type: Water Access / Pocket Park

Address: Western end of Broad Street

Amenities

Water access

Dock

Water Views



This pocket park/water access faces Town Creek and is currently the Town's only town-owned water access with amenities that also has views of the Gallants Channel high-rise bridge and Town Creek.



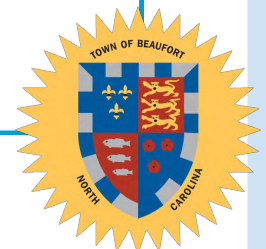
This park is located off of Front Street in a residential area. There is not a designated parking area.



In 2020-21, the homeowners association adjacent to Derwood's Landing offered to pay to move the existing location of the pocket park. The Parks and Recreation Advisory Board was strongly against this proposal. The suggested new location was located in what would have been the Cedar Street Park Project area.

Residents have historically utilized this area as a swimming hole and have at times installed their own ladder on the Town's dock. The Town does not encourage swimming and does not maintain a ladder at this location.

Recommendation: Find a way to make this park more accessible to the general public. Consider creating a designated parking area nearby. Consider water facing signage to notify boaters that it is a public dock.



Boardwalk

Park Type: Water Access/ Trail
Address: Front Street—Downtown

Amenities

- Multi-use trail
- Public Art Mural
- Parking
- Access to restaurants and shopping
- Scenic views
- Benches
- Adjacent to the Town Docks



The Beaufort boardwalk is a staple of downtown. Spanning several blocks, it connects the business district while offering a scenic walking path to residents and visitors. Overlooking Taylor’s Creek and the Rachel Carson Reserve, the views are breathtaking.



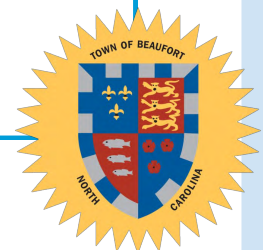
Summer strolls and morning exercise routes have many people utilizing this amenity for recreational use. The boardwalk is adjacent to the Town Docks. The west end of the boardwalk ends with a beautiful mural.

The Beaufort boardwalk is currently designated as a part of the East Coast Greenway.



Renovations Scheduled

The Boardwalk is scheduled to undergo renovations in the next 1-5 years. Renovations could include an extension of the existing boardwalk to connect to Grayden Paul Park on the East end. Information on renovations will be available at www.beaufortnc.org as the project comes to fruition.



Kayak/Small Vessel Racks

68 Total Spaces

Fishermen’s Park (Gordon/Front St): 3 dinghy, 4 canoe and 37 kayak spaces

Grayden Paul Park (Pollock/Front): 12 kayak spaces

Curtis Perry Park (Front St near boat ramp): 12 kayak spaces

The Town of Beaufort operates three kayak/small vessel racks which are leased to residents through an annual lottery program.

The spaces at Fishermen’s Park have the highest request rate and fill the quickest. The spaces at Grayden Paul Park are also in high demand although these spaces are only suitable for smaller vessels. The rack at Curtis Perry Park is assigned every year but has historically not been well utilized. Participants in the lottery often give their space back when they are assigned to Curtis Perry Park. Spaces are assigned based on preference and availability in the order in which they are drawn during the lottery. The rate is \$100 per space per year to lease a space. The lease is one calendar year. Lessees are



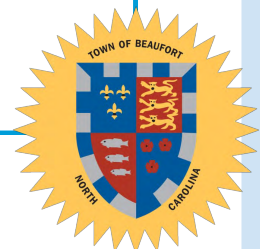
responsible to remove their vessel during inclement weather. Spaces are only leased to homeowners inside the Town limits.

Each year nearly 200 applications are received for the 68 spaces. Staff selects a waiting list of 20 during the lottery. Residents have notoriously found ways to better their chances during the lottery. Staff has found the online lottery system to be the most equitable to all residents.

CAMA 6.6.4

Expand convenient kayak storage areas.

Recommendation: At this time, additional racks are not recommended. If additional water access locations are developed with kayak launches, the Town should consider including racks at the new locations.



Beaufort Train Depot

Park Type: Rental Facility
Address: 614 Broad Street

Amenities

- Indoor meeting space
- Kitchen
- Restrooms
- Microwave
- Refrigerator
- Oven
- Tables
- Chairs
- 48 person capacity
- Bike rack
- On-street parking
- Historic Train Depot



The Beaufort Train Depot is available for use by the public at a minimal rate. The Depot is frequently rented for baby showers, children’s birthday parties, wedding showers, community meetings, athletic organizations, non-profits and family gatherings.

The Train Depot is the Town’s only indoor rental facility.

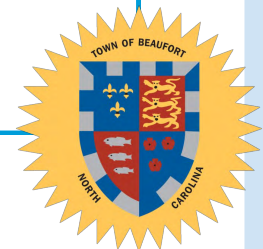
2024 Beaufort Train Depot Fee Schedule

(Deposits are refundable with a written request)

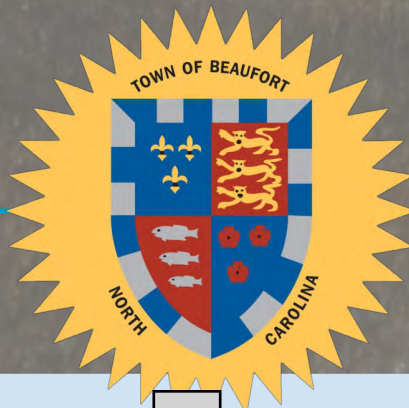
Full day: Resident: \$50 plus \$50 deposit Non-Resident: \$150 plus \$50 deposit

Half day (4 hours or less): Resident: \$25 plus \$50 deposit Non-Resident: \$75 plus \$50 deposit

Recurring Monthly Meetings: \$15 plus \$50 deposit



Other Recreational Resources



Other Recreational Resources List



The Town of Beaufort is home to recreational resources that are operated by other organizations to include Carteret County, the State of North Carolina and is adjacent to a National Park. These recreational resources are huge draws for residents and visitors.

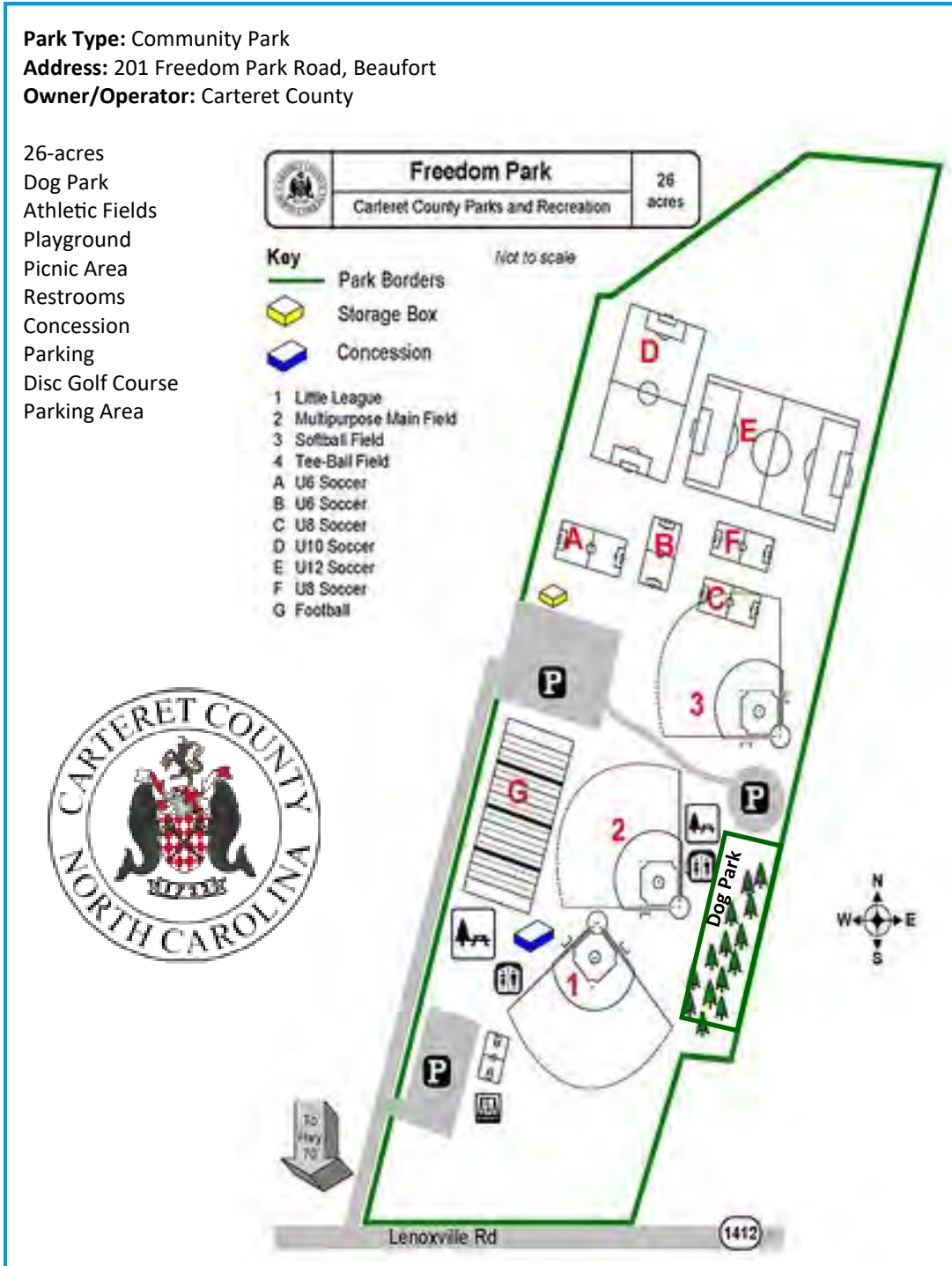
- Freedom Park
- Maritime Museum’s Harborside Park
- Gallant’s Channel Nature Trail
- Boat Ramps
- Cape Lookout National Seashore
- Rachel Carson Reserve
- Down East Paddle Trails
- East Coast Greenway
- The Great Trails State NC
- Mountains-to-Sea Trail



Freedom Park

Park Type: Community Park
Address: 201 Freedom Park Road, Beaufort
Owner/Operator: Carteret County

- 26-acres
- Dog Park
- Athletic Fields
- Playground
- Picnic Area
- Restrooms
- Concession
- Parking
- Disc Golf Course
- Parking Area



www.carteretcountync.gov/235/Parks-Recreation

Harborside Park

Address: Front Street, Beaufort
Park Type: Pocket Park/Water Access
Owner/Operator: NC Maritime Museum



Harborside Park is a privately financed project to preserve a piece of Beaufort waterfront property for public use, an over-the-water park where the community can gather, enjoy and call its own.

The total project cost in 2017-18 was more than \$300,000. The Town of Beaufort assisted with the restroom portion of the project. Town staff secured a CAMA grant in the amount of \$48,600 and the Town funded \$16,200 to complete the \$64,800 restroom project at Harborside Park.

Amenities:

- Restrooms
- Water Access
- Picnic Tables
- Water Views
- On-street parking



<https://ncmaritimemuseumbeaufort.com/harborside>

Boat Ramps

State Wildlife Boat Ramp at Lennoxville & Front Street



Address: 2370 Lennoxville Road

Operator: NC Wildlife Resources Commission

- Motorized boat launch
- Boat and trailer parking
- Adjacent to Curtis Perry Park
- Adjacent to Town restrooms
- Operated by the NC Wildlife Resources Commission in agreement with the Town of Beaufort



County Boat Ramp at Town Creek (West Beaufort Access)



Address: 138 Town Creek Drive, Beaufort

Owner/Operator: Carteret County

- Kayak/canoe launching area
- Motorized boat launch
- Boat and trailer parking
- Restrooms



www.ncwildlife.org

www.carteretcountync.gov

Cape Lookout National Park

Park Type: National Park

Owner/Operator: National Park Service

A boat ride three miles off-shore brings you to the barrier islands of Cape Lookout National Seashore. Horse watching,



shelling, fishing, birding, camping, light-house climb-



ing, and touring historic villages--there's something for everyone at Cape Lookout. The dark skies of Cape Lookout National Seashore are some of the darkest along the east coast. It is one of the few places where you can see the Milky Way with your natural eye,

making it an ideal location for stargazing. In 2021, Cape Lookout was certified as an International Dark Sky Park.

Unlike neighboring beaches, no bridges cross from the mainland to the islands. A boat ride is a must for reaching the area - either your own boat or a ferry. There are also no paved roads, concession stands, bathhouses, camp stores or trash cans in the seashore. Except for the ferry landing areas, the islands are undeveloped and wild.

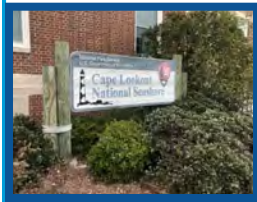
Shackleford Banks

Shackleford Banks is located outside of Beaufort's jurisdiction but serves as a barrier island which helps protect the coastal community from extreme weather. The Shackleford Banks is an eight mile long barrier island system located south of Beaufort and Harkers Island, having lost length with the widening of Beaufort Inlet. The Banks are part of three components of the 56 mile long Cape Lookout National Seashore.



The island is undeveloped and serves as a popular tourist attraction. A number of ferry services depart from Downtown Beaufort to Shackleford Banks.

Barrier islands like this are beneficial because they absorb wave energy before hitting the mainland. This generally means smaller storm surge and less flooding. Barrier islands are disappearing at an alarming rate, these barrier islands not only provide beneficial habitat for the ecosystem but help protect the mainland. They serve as ecosystems for fish, plants, animals, help improve water quality, and improve local economies, all while protecting communities (NC DEQ & NOAA).



Ferry service to Cape Lookout National Seashore departs Beaufort daily during the peak season from the Beaufort Docks via the National Park Service's concessionaire. The Park Service has operated a visitor's center inside the Town Hall building in Beaufort for 10 years. The future of the visitor's center is unknown as of 2024.

www.nps.com

Rachel Carson Reserve



Park Type: Dispersed Use/Conservancy Area

Owner/Operator: North Carolina Department of Environmental Quality

The Rachel Carson Estuarine Research Reserve is part of the North Carolina National Estuarine Reserve system, which is a collection of coastal regions that have been preserved and protected to safeguard the wide variety of wildlife that these regions support. It is the most significant natural heritage area within Beaufort. The Rachel Carson Reserve includes a collection of islands, salt marshes, and surrounding water, and encompasses a total area of 2,315 acres. The complex of islands includes Carrot Island, Town Marsh, Middle Marsh, Bird Shoal, and Horse Island, and the entire site was completely acquired by the North Carolina

National Estuarine Research Reserve system in 1989.

The reserve is situated close to Downtown Beaufort directly across Taylors Creek, and is in between the mouths of the Newport and North Rivers, with the Back Sound serving as its southern watery border. As a result of this geography, the estuaries and islands that comprise the reserve are heavily affected by river, tide, and inlet dynamics, with some areas becoming water-logged and soggy with every incoming or outgoing tide.

The result of this unique system of water flowing to and surrounding the Rachel Carson Reserve is a mix of fresh and salt waters that in turn allows a wide variety of marine life to thrive. Juvenile fish tidal flats, salt marshes, ocean beach, sand dunes, shrub thickets, submerged aquatic vegetation, and maritime forest. As a result, countless birds, mammals, reptiles, and fish species carve out a home on the desolate islands and can be admired by virtually any visitor who can make the trek to the isolated series of islands (Town of Beaufort).

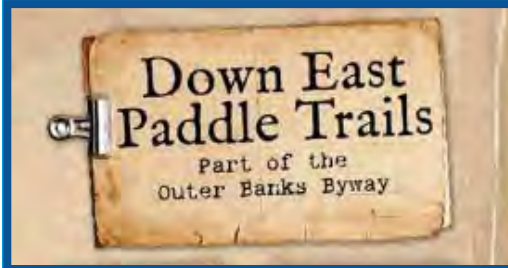
and invertebrates can be found in the marshes and just offshore, while the local mammals can include everything from gray foxes and otters to the famed wild horses.



The Rachel Carson Reserve Paddle Trail, a saltwater trail, is a part of the Down East Paddle Trail.

www.deq.nc.gov

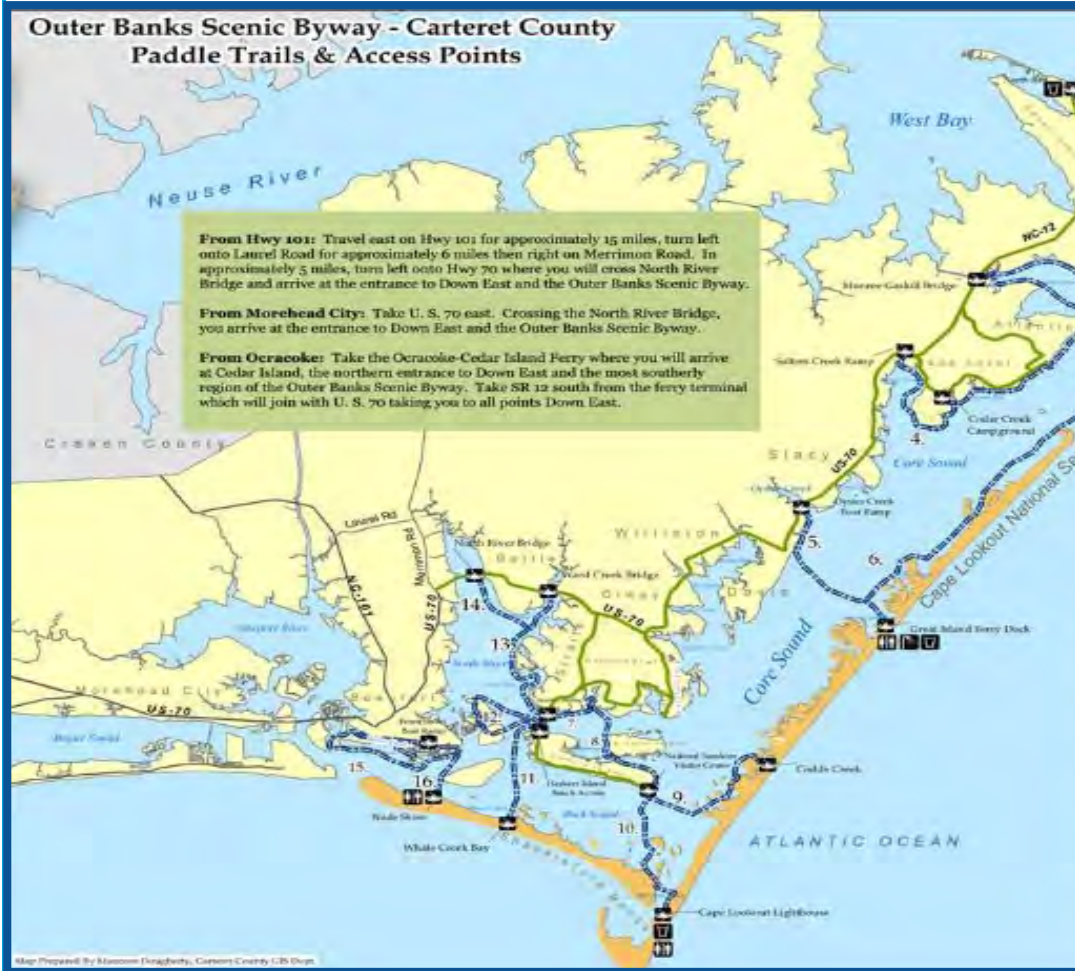
Down East Paddle Trails



Type: Saltwater Trail, blueway

The Down East Paddle Trail Map is the first to highlight trails in the Down East area of Carteret County, The southern arm of the Outer Banks National Scenic Byway.

The 16 trails, ranging in length from 2.3 miles to 13.7 miles are designated as easy, moderate or difficult. The trails meander through saltwater marshes, channels and sloughs that will offer the paddler an experience that fits their ability level, from short day trips to multi-day campouts. Two of the 16 trails include starting destinations from Beaufort including the Rachel Carson Reserve Paddle and the Beaufort to Shackleford Banks Paddle. Paddlers are encouraged to start from the Beaufort Boat Ramp/Curtis Perry Park and/or from Fishermen's Park.



www.outerbankstrails.com

East Coast Greenway

The East Coast Greenway is a shared-use trail system that will provide a continuous route along the eastern coast from Canada to Florida. In North Carolina, the current route runs through the Triangle, Sandhills region, Fayetteville, and the Cape Fear River. Currently, about twenty-five percent of the trail is on traffic-free greenways in NC, offering safe and accessible corridors for users of all abilities and ages.

In Beaufort, the East Coast Greenway traverses Beaufort along NC 101, 3rd Street, Carteret Avenue, Cedar Street, Fulford Street, Front Street, Turner Street, and exits Beaufort on Arendell Street.

Recommendation: Highlight these connections on the Town’s website, park materials etc.



www.greenway.org

The Great Trails State NC



Two major trail systems currently travel through Carteret County: Mountains-to-Sea Trail and the East Coast Greenway. Both of these trails have been incorporated into NCDOT's new initiative: The Great Trails State.

The Great Trails State Plan draws upon existing plans and new recommendations to identify a network of shared-use paths and trails that connect every county in North Carolina, with a focus on connections between population centers and North Carolina State Parks.

The primary outcome of this planning process was to develop a statewide trail map coupled with an action-oriented network plan and five-year implementation strategy.

The Great Trails State Plan was created by the N.C. Department of Transportation's Integrated Mobility Division, in coordination with the NCDOT Transportation Planning Division and North Carolina State Parks.

CAMA 6.1.1.2

Connect Town greenways to nearby networks and implement state greenway network recommendations.

Recommendation: Seek additional information and updates to the NC Great Trails Plan. As of February 2024, the plan refers to the Town's 2018 Bike and Pedestrian plan; however, the route shown in the NC Great Trails Plan is shown crossing the old Grayden Paul drawbridge.

Recommendation: Explore additional opportunities to connect Beaufort to existing trail networks.

Recommendation: Improve existing trail connections.

Recommendation: Explore trail specific grant resources for constructing a trail in Beaufort that connects to the larger State trail networks. (Recreational Trails Program Grant, NCDOT)

CAMA 6.1.1.1

Create new connections and opportunities for future connections.

www.greattrailsnc.com

Mountains-to-Sea Trail

The Mountains-to-Sea Trail (MST) is a simple footpath stretching almost 1,200 miles across North Carolina from Clingmans Dome in the Great Smoky Mountains to Jockey's Ridge on the Outer Banks. Almost 725 miles of footpath are now completed.

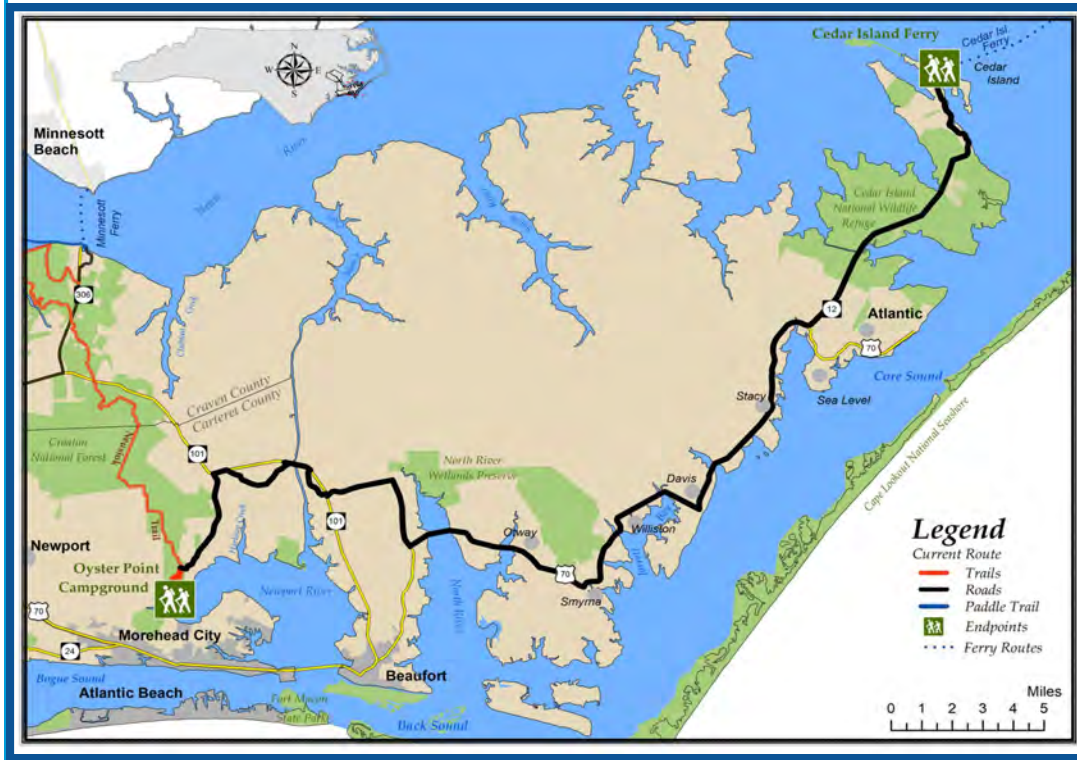
With temporary routes on backroads and bicycle paths, hikers can now follow the trail on an adventure across North Carolina.

The MST routes through Craven & Carteret counties. This 48-mile segment of the MST takes hikers "Down East" to see the North River, small fishing towns that face the Core Sound, and the 14,500 acres of the Cedar Island National Wildlife Refuge.

Heading east from Oyster Point Campground, the southern terminus of the Neusiok Trail, hikers experience a short roadside glimpse of the beauty and variety of the Croatan National Forest before crossing the North River to enter a part of Carteret County that its residents have traditionally referred to as "Down East."

The trail route continues through a string of Down East communities fronting Core Sound. Hikers are rarely out of sight of bays, estuaries, and wetlands as they walk through Otway, Smyrna, Williston, Davis, and Stacy.

The route veers off US 70 onto NC 12 as it nears the Cedar Island National Wildlife Refuge. The refuge sits where the Pamlico and Neuse Rivers empty into the Pamlico Sound.



www.mountaintoseatrail.org

Gallants Channel Nature Trail



The Gallants Channel Nature Trail runs $\frac{3}{4}$ of a mile around the perimeter of the North Carolina Maritime Museum's Gallants Channel property. The trail was funded by the Friends of the North Carolina Maritime Museum and opened to the public in January 2021.



The trail passes through woods, wetlands, coastal habitat and the improved waterfront area of the Gallants Channel site. The development of the Nature Trail will continue and expand the Friends' and the Museum's mission to preserve and interpret the maritime history, culture and environment of coastal North Carolina.

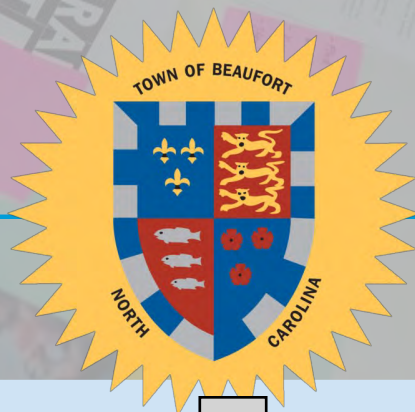
The hope is for the Gallants Channel Nature Trail to become

a go-to destination for locals and visitors of the Crystal Coast, it only takes a few minutes to walk round-trip and is a great way to get some fresh air and enjoy the views of the Newport River. It offers a great way to educate and expose locals and visitors to the coastal, natural habitat.



www.maritimefriends.org/gallants-channel-nature-trail/

Priorities



Project Priorities

During 2022-23, the Beaufort Parks & Recreation Advisory Board and staff identified top projects to make priorities in the upcoming years.

These priorities include:

- Preservation of Water Access & Public Spaces
- Additional Water Access Parks
- Beaufort Walking Route
- Trestle Walk Trail/Beaufort Greenway
- Dog Park
- Community Garden
- Conservation Awareness
- Family Events at the Park
- Senior Programming
- Youth Programming
- Updated Bike Route Signage & Map
- Public Art
- ADA Compliance
- Parks & Recreation Budget
- Park Land Acquisition Fund



Water Tower Park—Project is on hold until Public Works is relocated.
Master Plan is complete.

Cedar Street Park—Project on hold due to ongoing litigation.

Other projects to explore: community center, virtual parks, skate park, pump track, senior recreation, swimming pool

Recommendation: Board of Commissioners prioritize projects based on data supplied in this Comprehensive Parks Plan and task the Parks & Recreation Board with working on potential projects.



The “Ready to Go” tag will appear on the bottom left corner of project pages that the PRAB has designated as projects that can move forward with relative ease once approved and funded by the Board of Commissioners.



Public Water Access

Public Water Access has been a topic of conversation for many years in the Beaufort Parks & Recreation arena as well as for other boards. Water access is one of the most valuable assets the Town can provide to citizens and visitors.

“The public has access to public trust waters in several different capacities (visual access, fishing access, physical access, and equipment access like boat launches). As in most coastal towns, there are limited opportunities for residents and visitors that are not coastal property owners to access public trust waters.

“Most direct, physical access to the coast and water, through docks, shoreline access, and private boat launches, are exclusive to private residences, rental properties, and select neighborhoods, although several light and heavy craft public access points do exist.

“For those unfamiliar with the Town, public access points can be difficult to locate. In addition, development, tourism, and population growth have all increased the need for more public access points. While these issues present challenges, the community recognizes the value of public trust water access, and many support increased options. Possibly the best example of a public private partnership in providing public access to public waters is the town docks where a combination of physical, vessel, and visual access is shared with adjacent commercial uses where the water view can be enjoyed while dining, walking, or shopping. The boardwalk and docks are a signature Beaufort experience. “

- 2023 Beaufort Comprehensive & CAMA Land Use Plan—Section 7



2000 Water Access Plan Conclusions

- ◇ Protect open vistas to preserve the visual window of the Beaufort waterfront
- ◇ Connection of the individual water access sites to a comprehensive greenway system that allows universal access for local residents and visitors to the various historic, cultural and retail opportunities in Beaufort.
- ◇ Encourage non-intensive recreation use of street ends to alleviate the potential parking congestion and misuse of the existing on street public parking.
- ◇ Provide passive waterfront access sites where

Public Water Access Recommendations

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

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

CAMA 7.6

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

- Recommendation:** Build a dock with a kayak launch at Moore Street.
- Recommendation:** Create a small sandy beach launch area for kayaks and small sailboats.
- Recommendation:** Floating dock with a kayak launch on West Beaufort Road.
- Recommendation:** Explore options at the West end of Ann Street and West Beaufort Road. Continue to look into options at the West end of Cedar Street.

CAMA 6.6.3

Increase launch locations for non-motorized boats.

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



Above: West end of Front Street



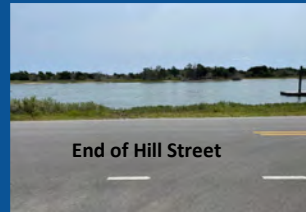
End of Marsh Street



End of Leonda Drive



End of Moore Street



End of Hill Street

CAMA 7.6.3

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

CAMA 7.6.2

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

Public Water Access Recommendations Continued

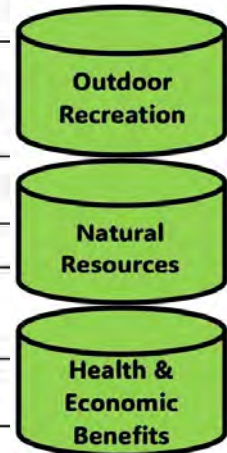
The Parks & Recreation Advisory Board compiled this recommendation for water access points in 2020 and presented it to the Beaufort Board of Commissioners in 2021.

Recommendation for water access points for the Town of Beaufort

Water access in Beaufort is one of the most valuable amenities for the residents, and the current water access points (parks, public fishing docks, public kayak launch, picnic tables, benches, and kayak storage) are in high demand. The Parks and Recreation Commission for the Town of Beaufort recommends increasing the number of public access points to the water. By increasing these amenities, we believe that the town will be even more attractive to resident families, retirees, and tourists alike.

The Parks and Recreation Commission has identified six town-owned parcels that we recommend should be preserved as public access -- for ease in identification, we have included a map of Beaufort with all the sites numbered, as well as GIS maps of each location with the parcel identified. In addition, for each site, we offer a series of potential options (sites are numbered with street names). Our hope is that the best amenity in Beaufort, our water, will be available to all residents.

<i>Site and Location</i>	<i>Possible Water Access Options</i>
Site one: South End of Moore Street	- floating dock - kayak storage - kayak launch
Site two: South End of Marsh Street	- picnic table - bench
Site three: South End of Live Oak Street	- bench - picnic table - potential for small kayak storage/launch - fishing dock
Site four: South End of Fulford Street	- bench - picnic table
Site five: South End of Hill Street	- floating fishing dock
Site six: West End of Pine Street	- floating fishing dock - kayak launch - kayak storage
Site seven: South end of Leonda Street	- Existing bench - picnic table



Additional Water Access/Education Recommendations:

Recommendation: Update the 2011 Water Access brochure to include present day water access locations. Brochures should be available both as a rack card and digitally. 2011 Brochure is on page 72 of this document.

Recommendation: Work with the Rachel Carson Reserve to create educational materials about protecting our waterways, wild horses and other natural resources.

CAMA 4.4.1

Identify priority acquisition and/or facilities development based on current and future needs and pursue those projects.

2011 Water Access Brochure

Below is the list of water access and overlook locations with a brief description of each.

① **Turner Street Landing**

- Water overlook only
- Located on the north end of Turner Street
- This overlook is subject to be removed with the construction of the US 70 bridge by-pass project

② **Derwood's Landing**

- Day dock
 - Small boats, kayaks, and canoes up to thirteen feet (13')
- Located at the west end of Broad Street
- No public parking

③ **Topsail Marine Park**

- Day dock
 - Small boats, kayaks, and canoes up to thirteen feet (13')
- Located at the south end of Orange Street on Front Street
- Public garden area
- Public parking along Front Street
- Recycling

④ **Grayden Paul Park**

- Day dock
 - Allows small/medium size motor boats, kayaks, and canoes
- Boat storage
 - Kayaks and canoes
- Located at the south end of Pollock Street on Front Street
- Large park area with gazebo
- Public parking along Front Street
- Recycling

⑤ **Fisherman's Park**

- Day dock
 - Small boats, kayaks, and canoes up to thirteen feet (13')
- Boat Storage
 - Kayaks, canoes (Only allowed with annual Town permit)
- Located at the south end of Gordon Street on Front Street
- Public parking along Front Street

⑥ **Curtis Perry Park**

- Water overlook
 - Trailer storage only
- Located at the east end of Front Street
- Public parking at site
- Adjacent to public boat ramp/access
- Public restrooms
- Recycling

⑦ **West Beaufort Road**

- County operated water access area
- Located at the west end of West Beaufort Road
- Public restrooms
- Recycling
- Large gazebo with picnic tables
- 3 boat slips; one for kayaks/canoes only
- Public parking at site

TOWN OF BEAUFORT WATER ACCESS AND OVERLOOK LOCATIONS

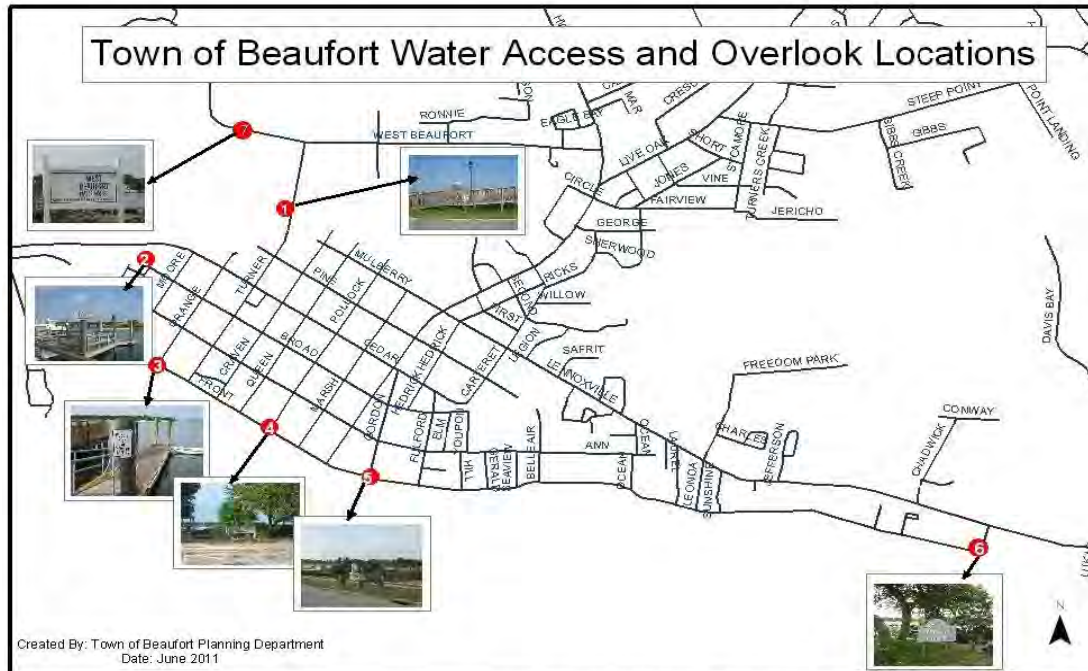


The Town of Beaufort being rich in maritime history has always encouraged citizens and visitors alike to take advantage of the beautiful waterways. The Town has prepared this brochure, which includes a map, photos, and a table of amenities located along Beaufort's waterways that are open for public use. We hope that you enjoy these areas and take advantage of their natural beauty.



Web address: www.beaufortnc.org

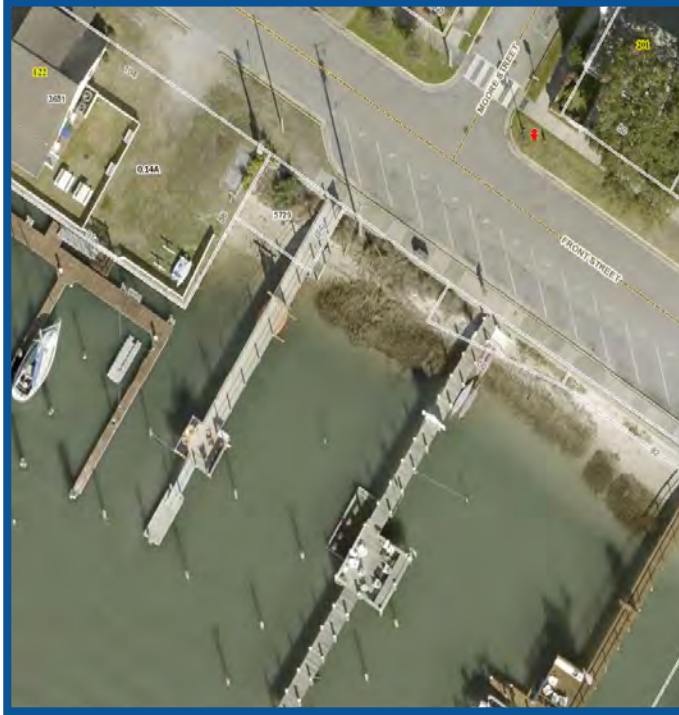
For more information regarding water access and overlook locations, please contact Town Hall at 252/728-2141 or email k.garner@beaufortnc.org



Created By: Town of Beaufort Planning Department
Date: June 2011

Number	Name	Location	Activity	Signage	Boat Dock	Boat Storage	Bike Rack	Picnic Table	Mutt Mitts	Trash Cans	Benches	Recycling
1	Turner Street Landing	N. Turner Street	Overlook	Yes	No	No	No	No	No	No	No	No
2	Derwoods Landing	W. Broad Street	Water Access	Yes	Yes	No	No	No	No	No	No	No
3	Topsail Marine Park	S. Orange Street	Water Access	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes
4	Grayden Paul Park	S. Pollock Street	Water Access	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
5	Fisherman's Park	S. Gordon Street	Water Access	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
6	Curtis Perry Park	E. Front Street	Water Access & Overlook	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	West Beaufort	W. W. Beaufort Rd.	Water Access	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Moore Street Water Access



This location was identified by staff in early 2017 as a potential location for public water access to include a dock and kayak launch. The 2019 estimate for an ADA compliant kayak launch was \$45,300.

The Parks & Recreation Advisory Board has a significant interest in preserving this location for public access as encroachment has been a repeated topic of conversation at this location.

In June of 2017, the Town Board of Commissioners voted to approve a citizen request for encroachment at the end of Moore Street. The encroachment agreement is for pilings.

The encroachment's legal agreement states, "it is stipulated and agreed the encroachments may continue until such time as the

town determines that the encroachments interfere with use of the Town's property. Upon such determination the Town shall provide..30 days' notice of its intent to terminate this agreement and require removal of the encroachments."

Upon the approval of the first encroachment, the Town was approached for a second encroachment agreement at the Moore Street location as an adjacent property owner found they were also encroaching on Town property. The same agreement was made between the Town and the second property owner in the fall of 2017.

Recommendation: *Put emphasis on a project to build a public water/kayak access dock/launch at Moore Street and to protect public water access.*

Below is a rendering of a potential handicap accessible kayak launch.



✓ **READY TO GO**

Ann Street Water Access

West End of Ann Street

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

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

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



Beaufort Walking Route

Vision Statement for the Proposed Beaufort Walking Route

To achieve connectivity and transform Beaufort into a walkable community for all, to establish a fully accessible, all-inclusive and safe walking route system. The routes identified when collectively combined will create a system linking all neighborhoods and parks across the whole of Beaufort.

Identified Routes: (In no particular order)

1. Live Oak Street Route
2. Mulberry Street / Lennoxville Road Route
3. Turner Street Route
4. Cedar Street Route
5. Highland Park Route
6. Carraway / Professional Drive Route
7. Campen Road Route
8. Hwy 101 Route
9. Pineview / George / Center Street Route
10. Front Street Route
11. Leonda Avenue Route
12. Ocean Boulevard Route
13. West Beaufort Road Route
14. Ann Street Route
15. Shearwater Avenue Route
16. Chadwick Road Route
17. Gallant's Channel Route
18. Trestle Area/Nature Trail

CAMA 4.1.3

Improve sidewalks, connectivity, accessibility and condition.



The proposed Walking Routes encompass a complete sidewalk walking system across the whole of Beaufort, this effort is designed to allow the Town to formulate a prioritized list that the Town can complete in segments over time.

Prioritization of this list, is suggested to be based upon a combination of the following factors:

1. What might be accomplished in the short term with limited available funds?
2. Which routes pose the most danger to the walking public and thus need to be addressed sooner?
3. Which routes are the most important to mitigate based on perceived usage?
4. Which routes are most likely to receive grant funding?
5. Ensuring all areas within Beaufort are weighted equally.



PROPOSED BEAUFORT WALKING ROUTE



Beaufort Walking Route

1. **Live Oak Street Route**—Live Oak Street from Front Street waterfront to Eastern Town limits past Tiller School. Route incorporates sidewalk on both sides of Live Oak Street, full length of route.

2. **Mulberry Street/Lennoxville Road Route**—North side of Lennoxville Road and Mulberry Street from Chadwick Road to Turner street, via a trail connector from Mulberry sidewalk to Turner Street.



3. **Turner Street Route**—Both sides of Turner Street from Front Street waterfront to Hwy 70 Bypass. Possible connection to the Beaufort Greenway with access to Galant's Channel.

4. **Cedar Street Route** - Route is located on both sides of Cedar Street from NCDOT's old drawbridge property to Louis Randolph Johnson Jr. Memorial Park on the north side eastern end of the route, and to Gordon Street on the south side of Cedar Street, terminating at the Highland Park route.

5. **Highland Park Route** - Route connects from Live Oak Street through Highland Park to Front Street ending at the waterfront at Fishermen's Park. Route starts at Live Oak Street and follows along south side of George Street, then continues along the South side of Sherwood Avenue before turning south, continuing along the west side of Ricks Avenue to Third Street. Route crosses Ricks Avenue near 3rd Street and continues along the east side of Carteret Avenue to Lennoxville Road. Route crosses Lennoxville and continues along the east transitioning to the south side of Carteret Avenue to Gordon Street. Route continues from Carteret Avenue along the west side of Gordon Street to Front Street waterfront, terminating at Fishermen's Park.

CAMA 6.1

Increase multi-modal connections between destinations and neighborhoods.

6. **Carraway/Professional Park Drive Route** - Route is along both sides of Professional Park Drive from Live Oak Street to Campen Road. On north side of Professional Park Drive, the route continues to the West along the north side of Carraway Drive in front of Schools to connect to Hwy 101 Route. Additionally, the route connects Campen Road to Hwy 101 along the south side of Carraway Drive.

7. **Campen Road Route** - Route is on the eastern side of Campen Road from Professional Park Drive, across Live Oak Street, continuing south to Turner Creek Plantation and adjoining developments.

8. **Hwy 101 Route** - Route is on the west side of Hwy 101 from Hwy 70 Bypass to Live Oak Street, and on east side of Hwy 101 from Carraway Drive to Live Oak Street.

CAMA 6.1.1.1

Create and improve connections to parking facilities, hotels, commercial areas, employment centers, parks, the waterfront and water transport destinations.

Beaufort Walking Route Continued

9. Pine View Boulevard/George Street and/or Fairview Drive/Center Street Route - Route is located on south side of Pine View Boulevard, starting at Ricks Avenue, to Fairview Street. Route crosses Fairview Drive and turns north on the east side of Fairview Drive to Jones Avenue. Route crosses Jones Avenue and continues along the west side of Center Street to Live Oak Street Route. This is based on connection of Pine View Boulevard to Fairview Drive, if this connection to Fairview is not made, then Route would run along east side of George to Sherwood Boulevard. Route continues east to Fairview along the south side of Sherwood Boulevard. Route crosses Fairview Drive to connect to Jones Road.

CAMA 6.6.2

Connect multi-modal transportation network to marinas and ferry dock.

10. Front Street Route - Route is located on both sides of Front Street from the roundabout on the western end past Gordon Street to the eastern end of Front Street at Curtis Perry Park/State Wildlife Boat Ramp/Boathouse marine.

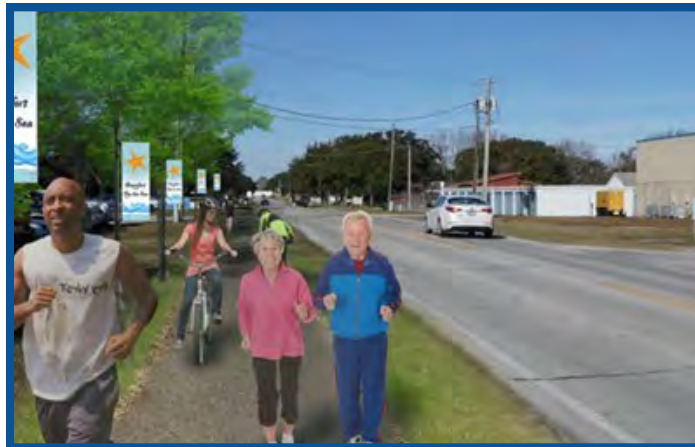
CAMA 6.1.1.3

Ensure safe pedestrian facilities along all of Front Street.

11. Leonda Drive Route - Route is on the east side of Leonda Drive from Freedom Park, across Lennoxville Road to Front Street ending at the waterfront.

12. Ocean Street Route - Route is on the eastern side of Ocean Street from Lennoxville Road to Front Street. Route crosses Lennoxville Road to connect to the Lennoxville road route.

13. West Beaufort Road Route - Route is on the south side of West Beaufort Road from Hwy 101 to the east to west end terminus at walkway trail rising up to Turner Street.



Beaufort Walking Route Continued

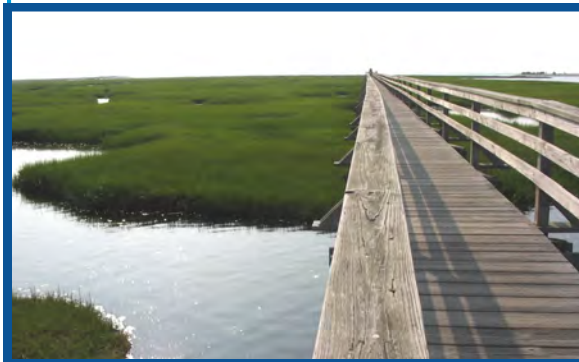
14. **Ann Street Route** - Route is on both sides of Ann Street from Gallants Channel westerly to Gordon Street and continuing east to Ocean Street on the north side of Ann Street.

15. **Shearwater Lane Route** - Route is on the east side of Shearwater Lane from the Beau Coast Clubhouse to the north to the waterfront Beau Coast Community Property to the south.

16. **Chadwick Road Route** - Route is along the east side of Chadwick Road from the northern intersecting road to Front Street. Route crosses Front Street and turns west along Lennoxville Road to Front Street connector, then turn South terminating at the State Wildlife Boat Ramp adjacent to Curtis Perry Park.

CAMA 6.1.1

Create new connections and opportunities for future connections.



17. **Gallant’s Channel Museum Property Route** - Route is envisioned to start at Turner Street, proceeding westward along the south side of Hwy 70 Bypass, continuing north under the high rise bridge to arrive at the Gallants Channel Property site.

18. **Trestle Area/Nature Trail Route** - Route would connect from Live Oak Street to Turner Street via a Trestle Walk connecting to West Beaufort Road Route. (See page 80 for additional information)

CAMA 6.2

Enhance cycle and pedestrian facilities to meet current design standards.

CAMA 6.2.2

Install pedestrian crosswalks and signals at major intersections.

CAMA 6.1

Increase multi-modal connections between destinations and neighborhoods.

Completed Sidewalk Segment or Crosswalk

The Town underwent a townwide project in Fiscal Year 2020 to address streets and sidewalks. Approximately 1,350 linear feet of new concrete sidewalk has been constructed at various locations throughout Beaufort. Additionally, pedestrian crosswalks and signals have been installed at major intersections. For more on the FY20 Street Rehabilitation & Construct project visit “Project Updates” at www.beaufortnc.org.

The following segments have been completed as of January 2024 and incorporate segments from the proposed Beaufort Walking Route and ADA Standards:

- Cedar Street:** Live Oak Street to sidewalk 155 feet southeast of Gordon Street
- Cedar Street:** Fulford Street to Louis Randolph Johnson Jr. Memorial Park – Extended to basketball court then cross over Cedar at Yaupon Street so as to front tennis courts
- Live Oak Crossing:** Tiller School
- Pine Street:** 688 LF of 5’ sidewalk from Live Oak Street to Randolph Johnson Park
- Carteret Avenue:** 588 LF of 5’ sidewalk form Randolph Johnson Park to Lennoxville Road including 2 ADA street crossings with ramps and crosswalks
- Carteret Avenue:** 1046 LF of 5’ sidewalk from Lennoxville Road to Ricks Avenue including 3 ADA street crossings with ramps and crosswalks
- Live Oak St:** 185 LF of 5’ sidewalk along former Gaskill's Site
- 3rd Street:** Craven Street to Carteret Avenue
- Ricks Avenue:** 734 LF of 5’ sidewalk from 3rd Street to Sherwood Boulevard
- Live Oak Crossing:** Campen Road
- Turner St Crosswalk:** Mid 100 Block
- Campen Road:** Live Oak Street to 350 ft. east, near library
- Front St Raised Crosswalk:** Maritime Museum to Watercraft Center
- Live Oak Street:** 711 LF of 5’ sidewalk Campen Road to sidewalk at Dunkin Donuts including one ADA street crossing with ramps and crosswalk
- Live Oak Street:** 265 LF of 5’ sidewalk from Dunkin Donuts to sidewalk at Taco Bell
- Carteret Ave Raised Crosswalk:** To Louis Randolph Johnson Jr. Memorial Park from Carteret Court Apartments
- 3rd St Raised Crosswalks:** Across Craven and Carteret Avenues
- Marsh St:** Added ramps and warning plates from Cedar Street to Mulberry Street
- Town Hall:** Added ADA ramp entrance
- Live Oak St:** Retrofitted ADA Ramps at Broad Intersection
- Pollock St:** Retrofitted Ramps at Ann and Broad Streets
- Live Oak St:** 2,300 LF of 5’ sidewalk from property line of old elementary school to northern intersection of Circle Dr. including 4 ADA street crossings with ramps and crosswalks
- Turner-Broad Intersection:** Added traffic calming bump-outs and four ADA street crossings with ramps and crosswalks
- Live Oak St:** 1,700 LF of 5’ sidewalk from Burger King to Campen Road including crosswalks and detectable warning plates at Crescent and Campen Road

CAMA 6.4.1

Upgrade existing sidewalks, crosswalks, town parking lots, and town indoor facilities to meet ADA standards.

CAMA 6.2.2

Install pedestrian crosswalks and signals at major intersections.

CAMA 4.1.3

Improve sidewalks connectivity, accessibility and condition.

Trestle Walk/Beaufort Greenway



Above: photo of a Railroad Trestle Boardwalk featured in the 2018 Small Area Master Plan.

A much talked about project is the Trestle Walk; however, this project would expand farther than the old train trestle tracks and could potentially provide a connection from Live Oak Street to the Maritime Museum's Gallants Channel property.

There are several different pathways a greenway trail could take to achieve the proposed connections.

A proposed route that is also included as a recommended connecting route in the Beau-

fort Walking Route Plan in this document would eliminate a pedestrian crossing at Turner Street and Highway 70 and provide a safeguard to the public.

There are many factors at play in finalizing a feasible route to include easements, legal agreements and potential property acquisition. Some of these options drastically increase the overall price of this project.

The Town will need to hire a professional consultant to assist in the planning of this project.

The 2018 Small Area Plan identifies the Trestle Walk project as a top 10 project to be implemented five years. The plan recommends the Town, "provide a public greenway system along the waterfront north of Cedar Street. The 2018 cost estimate for the pedestrian bridge portion only was \$1.2 million.

This plan states on page 100 that the Town should seek "additional public amenities for the neighborhood include a public greenway along the waterway. This amenity will likely be a combination of natural surface trail and elevated boardwalk due to environmental constraints. This system will also be greatly enhanced by the conversion of the abandoned rail and trestle to a pedestrian trail and bridge. Trail heads within the neighborhood along with connections to existing sidewalks will be key design components of the greenway in this area. The natural drainage pattern of the property has been respected and preserved along with any delineated wetlands."

The 2018 Bicycle & Pedestrian Master Plan also references this project and provides a cost estimate breaking the greenway into three sections. Section 1: Multi-Use Path, the southern connector from Trestle Walk to Live Oak is estimated at \$194,800. Section 2: Trestle Walk pedestrian bridge is estimated at \$998,451. Section 3: Multi-Use Path, the northern connector from Trestle Walk to Stanton Road is estimated at \$114,925.

Recommendation: Hire a consultant to assist in the planning of a trestle walk/greenway project.

Recommendation: Seek updated cost analysis of the project.

Recommendation: Work to acquire property and/or easements to make this a possibility.

CAMA 6.2.1

Implement Bike/ Pedestrian Plan improvements where possible.

Dog Parks



Photo taken at Carteret County Parks & Recreation's dog park inside Freedom Park in Beaufort, NC. The dog park opened in 2023.

According to the North Carolina Outdoor Recreation Plan 2020-2025, "many recreational needs surveys rank dog parks among the most desired park facilities across towns and counties, whether urban, suburban, or rural. Dog parks are in high demand in NC, and agencies across the state have responded accordingly by installing them in various forms. In this survey, just under half of responding departments had at least one. Most dog parks are reported to be attached to other park facilities, although there are some stand-alone.

CAMA 7.5.3

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

In the Beaufort 2010 Parks & Recreation Survey, a dog park ranked number 10 with 41.1% of respondents selecting a dog park as a desired amenity. As Beaufort is committed to including more green space for children, families and adults; the greater the variety of parks we offer, the stronger and healthier our community becomes. Off-leash dog areas are a vital aspect to building strong communities.

Recommendation: Establish a fenced in, off-leash dog park where well-behaved canine citizens can exercise in a clean, safe environment without endangering or annoying people, property or wildlife.

Recommendation: Consider the Town owned property on Yaupon Street as a potential location.

✓ **READY TO GO**

Dog Parks Continued



Dog Parks provide a safe environment for dogs to run and play freely. They are the perfect venue for socializing dogs - a place where dogs can learn how to get along with other dogs of all breeds, sizes, ages, and temperaments. They're necessary to enable highly energetic dogs to become relaxed and calm, thus better behaved.

They offer opportunities for community members to socialize, make new friends, and get a bit of exercise. They are a source for building strong commu-

nities. There is little worry about offending non-dog-lovers.

Key features Include:

- One or more acre of space for dogs to run and play.
- Five- to six-foot fencing around the park.
- Double gate system to keep pets safe as they go in and out of the park off-leash.
- Separate large and small dog areas.
- Hydration station(s) for dogs.
- A suitable surface for running dogs.
- Exercise equipment and obstacles for dogs to climb.
- Water feature for dogs to play in.
- Shade for both dogs and owners.

The construction of a new dog park typically begins around \$35,000 dependent on the size, complexity, and amenities offered within the park. Cost typically includes construction procurement, permits and administrative work. Ongoing costs for the maintenance and operation of the dog park needs consideration.



Next steps:

- Decide on a location.
- Design the park to suit the area selected.
- Research cost based on design.
- Secure funding and approval.
- Make modifications to design based on allocated budget.
- Begin construction process.

Community Garden



Community food gardens have relatively low start-up costs and modest annual maintenance budgets compared to many other types of community development projects. In the 2017 Town of Beaufort Community Preference Survey, a community garden ranked #6 in the top 10 most desired outdoor programming behind outdoor concerts, movies in the park, festivals, food trucks and a farmers market.

Budgeting

A start-up budget for a basic community food garden on a quarter-acre lot in North Carolina ranges from roughly \$1,000 to \$5,000, not counting the salary of paid staff. Fencing and water hookup tend to be the largest costs. Donations and sweat equity labor by gardeners and volunteers can reduce the budget.

The regular maintenance budget for an average community food garden is typically a fraction of the start-up budget. Annual maintenance budgets are often well under \$1,000, excluding salaries.



Above: A community garden at Mulberry Park in Shallotte, NC.

Annual costs include water, compost, mulch, soil preparation, new and replacement tools, and maintenance costs and rent payments. Ambitious one-time projects, such as building a shed or expanding the garden, can temporarily—but substantially—increase an annual budget. Assessing modest dues of between \$5 and \$50 per plot annually is common practice for community food gardens. Giving gardeners a chance to buy into the garden is beneficial even if the amount of cash generated is very modest.

To make sure no one is excluded because they can't afford dues, set up a scholarship program that gives gardeners a chance to work off their dues by contributing in other ways, such as volunteering in the garden or the community.

Source: *NC State Cooperative Extension*



Community Garden Continued



Community gardening involves cultivating people and relationships, as well as the soil. It brings people of all generations together. There are four main steps in creating a community garden with the first one being critical.

Step 1: Make sure you are not alone—It's imperative to pull the people together first, get a commitment, and then begin the garden. It doesn't matter if you've

found the perfect spot, provided infrastructure, and prepared the soil. If people aren't interested, the garden will fail. You need a core group of 3-5 people in a planning committee to start a community garden.

Step 2: Make a plan—Hold a meeting of your planning committee and discuss key topics such as what is the purpose of the garden, what are the long- and short-term objectives, who will the garden serve, etc. Many gardens are very informally organized and operate successfully for years. New groups may benefit from several planning meetings. Once the planning committee has met and roughed out a plan, hold public meetings, and advertise them enthusiastically. If no one shows up to the public meetings, either you didn't advertise well enough or there's not enough interest. You will need committed gardeners to start a community garden.

Step 3: Choose a site—Picking the right site will take time.

There are three requirements. The site must have: sunlight, water and an identified owner. The garden should be close to gardeners; preferably within walking distance or, at most, a short drive away. A site with a secure fence is a plus. Locked storage buildings for tools, water hoses, and other supplies used by gardeners are also desirable.

Step 4: Agree on garden rules—All community gardens, and especially new ones, need rules.

Recommendation: Investigate the current desire for a community garden.

Recommendation: Consider potential locations at existing parks or look into the possibility of acquiring a new location to create a Community Garden.



✓ **READY TO GO**

Conservation Awareness

Beaufort Parks & Recreation has been instrumental in helping to implement a variety of conservation awareness programs in Beaufort to include the Mayor’s Conservation Program. The Mayor’s Conservation Program aims to educate and collaborate with residents and stakeholders to preserve our resources for the benefit of future generations. Several programs have

been introduced to preserve our natural resources on land and water.

Additionally Parks & Recreation has been key in organizing and/or participating in community wide trash pickups, celebrating the Town’s status as a Tree City USA location with an annual Arbor Day celebration, and partnering with UNC’s Institute of Marine Sciences and Duke University’s Marine Lab Community Science outreach programs for Adopt a Storm Drain and Storm Drain Art.

These programs are vital in the protection of Beaufort’s natural resources and natural park spaces.



Recommendation: Consider implementing a Litter Awareness/Marine Debris Campaign.
Recommendation: Identify additional ways to integrate Parks and education into the Mayor’s Conservation Program.



Events/Programming



The Goal for 2023 set by the Parks & Recreation Advisory Board was to host two large Community Events including food, music,



activities.

2023 Events included:

- Arbor Day Celebration—April 2023
- Back to School Bash— Sept. 2023
- Art in the Park—Sept.-Dec. 2023

Art in the Park—2022 –2023

Art in the Park is a monthly after school arts and craft activity program that is free for all participants and is open to all ages. The Town along with its partners (Maritime Museum, National Park Service) and monthly sponsors provide art projects and snacks. This program is operated by Town Staff.

The 2023 goal was to host the program in the spring & summer; however, due to staffing complexities, Art in the Park was only conducted in September, October, November and December 2023.

Recommendation: Expand the Art in the Park program to operate 12 months per year.

Recommendation: Consider a weeklong summer camp program.

Recommendation: Consider hiring a part-time Parks programming position.

Events/Programming to Consider:

- Block Party
- Dance Party
- Zumba
- Line Dancing
- Yoga Classes
- Game Nights
- Basketball Open Runs
- Basketball Clinics
- Tennis Clinics
- Pickleball Tournament
- Movie Nights
- Fall or Spring Festival
- Trash Clean-ups
- Senior Activities

CAMA 7.5.6

Maintain and expand recreational facilities and programming.

CAMA 7.5.6.2

Expand programming for senior and the under 18 demographic.



Bike Route & Map

The below “Bicycling in Beaufort” map is the last known bicycle route map. The map and signage was a part of a NCDOT bike route project in Beaufort. The map and few remaining bike route signs were a part of a 1988 Transportation Improvement Plan and predate the construction of the high-rise bridge and the realignment of Cedar Street and Highway 70 that took place in 2018.

Recommendation: The Beaufort Parks and Recreation Advisory Board recommends updating the map and signage as soon as possible to create a safe and defined bicycle route.

Recommendation: Explore how to expand upon the existing connections to the East Coast Greenway which is designed for both bicyclists and pedestrians.

- Outdoor Recreation
- Natural Resources
- Health & Economic Benefits

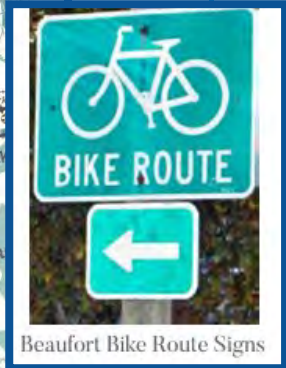
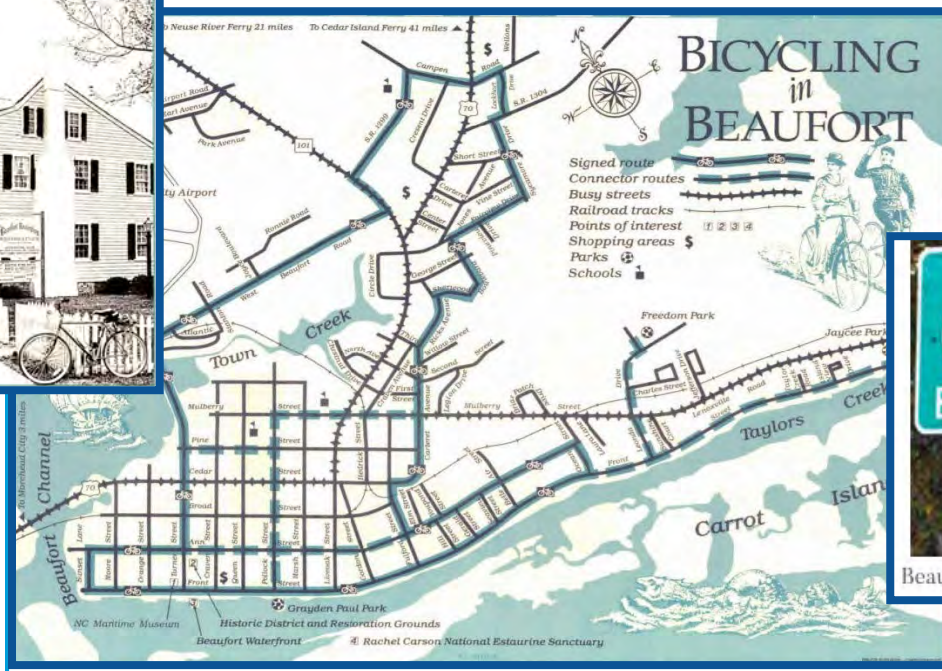
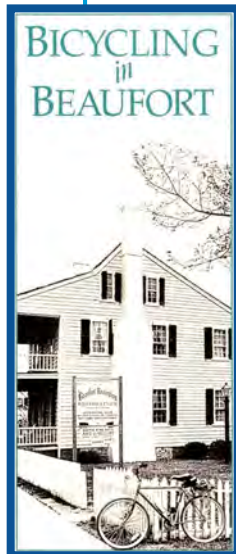
CAMA 6.3



Increase safe cycling facilities and designate primary routes throughout Town.

CAMA 6.3.1

Follow latest NCDOT standards in bike facility design (WalkBikeNC Plan, see Design Toolbox).



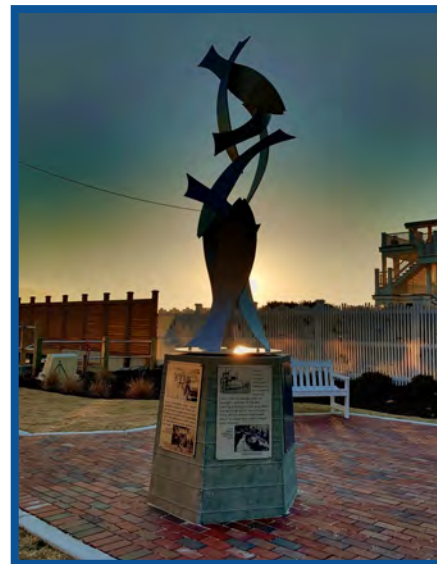
Public Art

Public Art is a powerful way to bring people together and connect spaces while creating a sense of place. It is recommended the Town of Beaufort continue to seek ways to implement public art into park spaces. The Beaufort Parks and Recreation Advisory Board assisted in the implementation of the following art projects:



Menhaden Melody-2021
Topsail Park
Donated by the Beaufort Garden Club

Beaufort Sign-2020
Louis Randolph Johnson Jr. Memorial Park
Donated by the Carteret Community College Welding Program.



Beaufort Mural-2023
Beaufort Boardwalk
Donated by Arts in Beaufort



Storm Drain Art-2023
Carteret Avenue
Donated by Duke Marine Lab Community Science Program/Painted by the ECHS Art Club

CAMA 7.3.2

Expand public art opportunities downtown.

Recommendation: Implement a fence style mural at Louis Randolph Johnson Jr. Park.

Recommendation: Consider adding a music garden at Louis Randolph Johnson Jr. Park.

Recommendation: Consider ways to incorporate public art as a part of conservation awareness.



ADA Compliancy in Parks



As part of the self-evaluation process required for the 2022 ADA Transition Plan, the Town of Beaufort conducted an inventory of Parks and Recreation facilities.

The findings are as follows:

Curtis Perry Park referred to in the ADA Transition Plan as Beaufort Boat Ramp (NC Wildlife)

- Boating facilities action items are to be addressed by NC Wildlife. Refer to the ADA Transition Plan for details.
- Restrooms were the primary concern. Items to be addressed include but are not limited to installing accessible signage, reconfiguring the approach to the toilet room, door hardware, door thresholds, door closing speed, pipe insulation and cover panels, relocating grab bars and flush controls.

Derwood's Landing

- Regrade cross slope to accessible route no greater than 1:48
- Provide accessible route/gangway to boat slip/dock
- Ensure level landing with slope of transition plate

CAMA 6.4.3

Use the ADA transition plan as guidance.

Topsail Marine Memorial Park

- Create accessible boat slips
- Create accessible route to boat slips by ensuring proper grading
- Provide accessible route/gangway to boat slip/dock by creating a gangway with slope no greater than 1:12 or create a route that is at least 80' long.
- Ensure level landing with slope of transition plate
- Reconfigure railings so that at least 25% of total railings are no greater than 34 inches above ground, including the approximate 11' existing concrete base
- Ensure sufficient clear floor space of 30" wide and 48" long for approach to fishing area, especially with existing bench locations

Fishermen's Park

- Regrade curb ramp, if feasible, to ensure slope does not exceed 8.3%.
- Provide level landing with slope of transition plate no greater than 1:20 (5%)

John Newton Park

- Add accessible space for a total of two accessible spaces; ensure at least one of those is van accessible measuring 8' space and 8' access aisle or 11' space and 5' access aisle
- Regrade accessible spaces to be no greater than 2% in all directions of accessible space and access aisle
- Ensure access aisles adjoin accessible route
- Reconstruct curb ramp adjacent to accessible space and ensure accessible route from accessible parking to park entrance
- Resurface the cracked concrete within park and along accessible route as necessary

ADA Compliancy Continued

Tennis/Basketball Courts (Sports Courts)

- Determine total capacity of parking lot (suggest adding curb stops at each parking space), then pave required amount of accessible parking spaces based on checklist question 1.2; at least one van accessible space will be required (see checklist question 1.3)
- Create paved adjoining access aisles to the accessible spaces that leads directly to the entrance of the sports courts (1.4 – 1.9)
- Ensure grade of newly paved accessible route is at grade with entrance to sports courts to eliminate trip hazard
- Install accessible signage with international symbol of accessibility to be at least 60" above ground (1.10)
- Install accessible signage at entrance of sports courts to signify that entrance is accessible

Grayden Paul & Lynn Eury Parks

- Widen accessible route between parks to account for passing space at least 60 x 60 inches if route is over 200 ft. long.
- Regrade accessible route running slope is no greater than 8.3% and cross slope is no greater than 2.08%.
- Install accessible signage that includes international symbol of accessibility as well as van accessible signage (either as a separate attachment to the sign post or a van accessible sign with the international symbol of accessibility)
- Lengthen and regrade ramp to gazebo to not exceed running slope of 8.3%, or add compliant ADA handrails to be treated as an access ramp
- Create accessible boat slips
- Create accessible route to boat slips by ensuring proper grading; need to ensure level landing and sufficient running slopes
- Provide accessible route/gangway to boat slip/dock by creating gangway with slope no greater than 1:12 (8.3%), or create route that is at least 80' long. Slope may be greater than 1:12 (8.3%) if gangway is at least 30' long, since there are fewer than 25 boat slips present at this facility
- Ensure level landing with slope of transition plate no greater than 1:20 (5%)
- Reconfigure railings so that at least 25% are no greater than 34 inches above ground

Louis Randolph Johnson Jr. Memorial Park

- Create accessible route to toilet rooms that is at least 36 inches wide
- Lower mirror to 40 inches above floor
- Move flush control to open side of toilet
- Change flush control to require no more than five pounds of force to flush
- Relocate toilet dispenser so it is not located behind grab bars
- Adjust or replace stall door(s) to be self-closing
- Create accessible route within play area that is stable, firm, & slip-resistant and connects both ground level and elevated play components.
- Modify elevated play components to connect with ramps, if feasible.

CAMA 6.4.2

Require new facilities to meet or exceed ADA standards and apply Universal Design when able.

Water Tower Park

The Master Plan for Water Tower Park includes many of the projects and amenities highlighted in this Parks & Recreation Comprehensive Plan.

Several of the elements from the 2018 Water Tower Park Master Plan were implemented in the renovation of Louis Randolph Johnson Jr. Memorial Park to include a playground, a splashpad, a picnic area, restrooms, parking and walking trails with the long-term goal of a larger cohesive park.

The Water Tower Park Master Plan also includes the following elements that have not been implemented:

- Indoor & Outdoor Covered Flex Space
- Event Stage
- Community Building
- Sand Volleyball Court
- Event Lawn
- Open Play/Greenspace
- Gazebo/Shade Structures
- Community Garden Plots
- Exercise Stations
- Expanded Walking Trails
- Outdoor Movie Space
- Art Wall
- Regulation Size Basketball Courts
- Gaming Table
- Meeting Space
- Office Space with Classrooms and Storage



Multi-Purpose Play Space
Warren County Community Park, Warrenton, NC



Event Lawn & Performance Stage
Winterville Community Park, Winterville, NC
Image Borrowed from www.wintervillenc.com



Civic Art Wall
Live United Pocket Park, Greenville, NC



Outdoor Market Space
Image Borrowed From Internet

www.beaufortnc.org/bc-prab

Water Tower Park Continued

During the Water Tower Park Master Plan process, the community's top five indoor activities desired in the Community Preference Survey were a teen center, an exercise/fitness room, recreation center and senior programs. The indoor flex space in the Water Tower Park Master Plan incorporates all of these preferences.

Project Description

Indoor / Outdoor Flex Space / Event Stage

Virtually every indoor/outdoor programming activity ranked in the top eight as desired by the community preference survey respondents can be provided through thoughtful renovation of the existing public works garage facility in conjunction with conversion of the adjoining public works storage yard into an event lawn/green open space. The existing public works garage facility contains approximately 5,500 SF of open space area with concrete floor and exposed superstructure beams / framing. Several external wood frame additions on concrete slabs have been made through the years.

With removal of the additions and replacement of existing facades and roof decking, the facility will serve as an excellent multi-use programming space accommodating a variety of uses such as market/expo space, community meetings/gatherings or even a maker's space. This large space is envisioned as ventilated, but not as conditioned space.

A proposed addition on the north side of approximately 1,000 SF is envisioned to house restrooms, storage and be conditioned space.

On the west end of the building, a new covered entry is envisioned and the east end would host a new "covered back porch" of approximately 1,200 SF via extension of the roofline. This "back porch" would be multi-functional, serving as an event stage for music, movies and other presentations and alternately serving as a sheltered area hosting picnic tables, outdoor shade area, etc.

Across the southern exposure, a new sheltered space will serve as an outdoor extension of indoor programming space. This space can serve as an outdoor patio, sheltered from the summer sun as well as prevalent northern winds in the cooler seasons of the year.

As envisioned, the building's superstructure framing would be highlighted in the renovation, used to tell the story of the building's lore as a maritime boat repair shop prior to its use as a public works garage for the Town. New building façade "skin" and roof material would be reflective of Beaufort's coastal setting and maritime history.



Inspirational Concept Sketch
"Back Porch" Event Stage



Inspirational Concept Sketch
Renovated Public Works Facility

www.beaufortnc.org/bc-prab

Water Tower Park Continued

The 2018 Preliminary Opinion of Probable Cost for the Water Tower Park project was estimated at \$4,995,600. In 2024, this estimate would be much higher and staff anticipates the cost of potential projects to continue to increase.

There are two versions of potential site plans included in the Master Plan. One involves considerable street realignment and the incorporation of a roundabout. An alternate site plan does not include a roundabout.

Major elements of the Water Tower Park Master Plan that could be accomplished prior to the moving of the Town's Public Works facility have been completed.

This project is on hold until Public Works is moved to a new location.



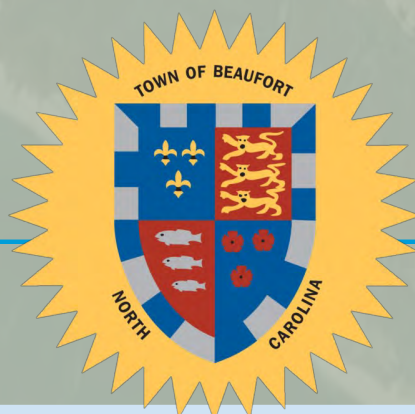
Recommendation: Prioritize moving the Town's Public Works facility.

Recommendation: Consider inclusion in the Town's Capital Improvement Plan.

Recommendation: Continue to identify elements of the Master Plan that can be incorporated into existing park area at the Basketball/Tennis Courts and Louis Randolph Johnson Jr. Memorial Park.

www.beaufortnc.org/bc-prab

Where? How?



Potential Future Park Space

The Beaufort Parks & Recreation Board unanimously voted to recommend to the Town to pursue the acquisition of five parcels of land along West Beaufort Road from the North Carolina Department of Transportation.

The Parks & Recreation Board made recommendations about potential usage of this land if acquired by the Town.

Feb. 4, 2021 Minutes: *The BOC asked the Parks Board to discuss potential uses of NCDOT property that may be acquired by the Town and to make a recommendation as to whether or not the property would be of interest for parks. Ideas were discussed ranging from a potential dog park area to walking trails and a picnic space. Liz DeMattia made a motion, seconded by Michael Rave and passing unanimously to recommend to the BOC that they pursue the acquisition of the five parcels on Old Beaufort Road for future park projects.*

There were initial talks with Town Management and NCDOT; however, additional information concerning the status of these properties was not available to Parks & Recreation as of January 2024.

Staff is also aware of a sixth lot in the same area and recommends the Town look into the potential of a partnership with NCDOT to use this land as a water access park with the possibility to connect into the future Beaufort Greenway.



CAMA 4.4.1

Identify priority acquisition and/or facilities development based on current and future needs and pursue those projects.

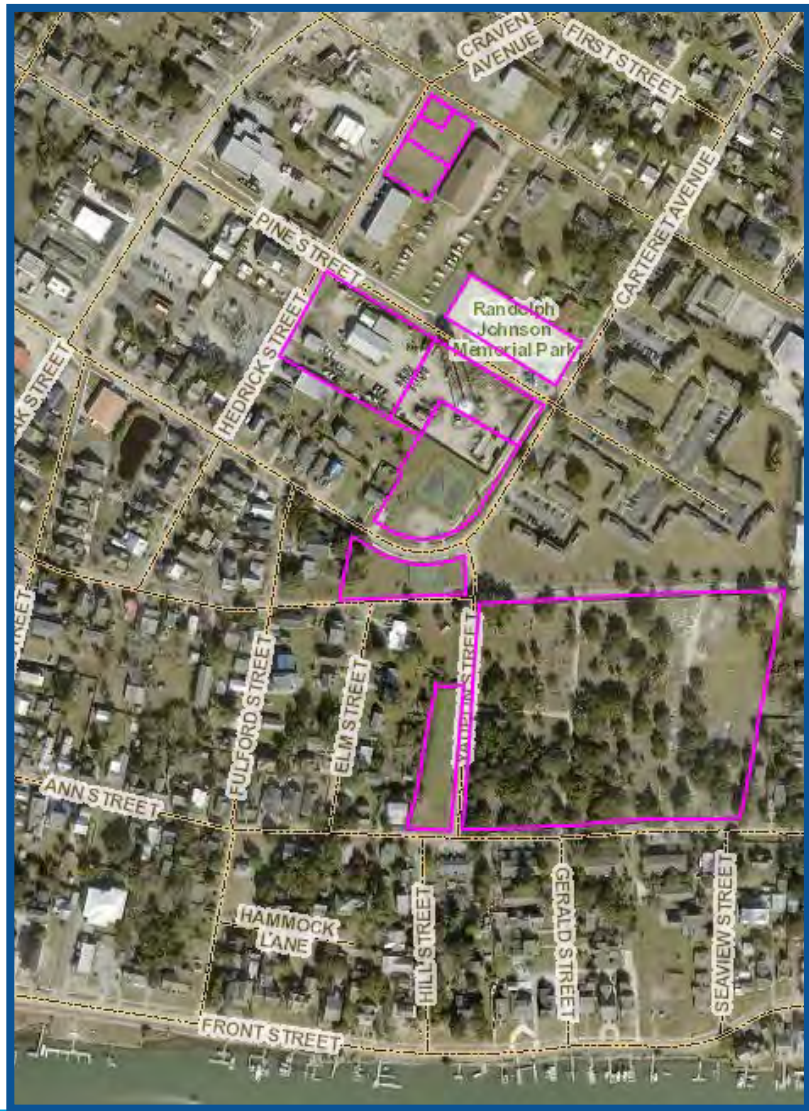
CAMA 7.5

Increase parks and recreation access to increase the level of service for all residents

Potential Future Park Connections

The highlighted sections are all properties currently owned by the Town of Beaufort which could easily be connected with recreational amenities and thereby expanding the current neighborhood park. Properties highlighted include three parcels at the corner of Hedrick and Lennoxville, the Public Works buildings and yard on Hedrick Street (future Water Tower Park site), Louis Randolph Johnson Jr. Memorial Park on Pine Street, the town’s tennis and basketball courts, an open area of land on Yaupon Street and Oceanview Cemetery.

Note: Many cemeteries are incorporated into park systems as memorial parks by connecting walking trails from traditional park spaces to cemetery paths.



Parks & Recreation Department

Staffing

While the Town of Beaufort enjoys natural recreational resources, it has not historically placed an emphasis on parks and recreation facilities or staffing. At the beginning of 2024, there is not an annual budget for parks and recreation, nor is there a full-time dedicated director.

In 2017, the Town hired a Parks & Events Coordinator who also serves as the Town’s Public Information Officer and Deputy Clerk.

Park maintenance falls to the Town’s Public Works Department. There has been discussion about adding a full-time parks maintenance person to the Public Works staff but as of January 2024, that position has not been funded.

Each year the Municipal and County Parks and Recreation Services Study (MCPRSS) seeks to assess the status of local government parks and recreation departments in NC based on several rotating metrics. The goal of the MCPRSS is to provide data to parks and recreation agencies as well as local governments in NC as they evaluate current services to assist in budget planning, preparation, and justification for leisure services.

In the 2020-21 MCPRSS study which focused on salaries, the median number of full-time employees for a municipal recreation department serving a population of 4,999 and under in North Carolina was three with an additional 5.5 part-time staff members, 7.5 seasonal part-time staff members and five contracted service instructors.

The North Carolina League of Municipalities reported average salary ranges for Parks & Recreation staff in 2022 for municipalities ranging in population between 2,500-4,999:

Parks & Recreation Director: \$55,855-\$82,068

Park Superintendent: \$41,792-\$61,037



CAMA 7.5.6.1

Consider creating a dedicated parks position at the Town.

2011 Recommendation: Eventually hire a full-time Parks & Recreation Director to help the Parks & Recreation Board carry out the planned improvements and to design and implement programs. Staff can also work on seeking funds for facilities, improvements and programs, as well as, helping to plan, promote and execute events. This decision will require the Town Council to make a commitment to recreation.

2024 Recommendations

Recommendation: Hire a full-time Parks & Recreation Director position.

Recommendation: Hire a Parks Maintenance position dedicated to Parks.

Recommendation: Hire seasonal/part-time staff to assist in expanding programming.

Funding

It is recommended the Town create an annual Parks Budget as a part of its General Budget. Currently, there is a separate fund called the Park Improvements Project Fund consisting of private donations that have been earmarked specifically for parks and recreation and/or for a specific piece of equipment.



Additionally, recreation fees assessed to new development have been added to this account since 2017. This fund does not operate the same as other Town budgets and is not funded by the General Fund on an annual basis.

There are restrictions on expenditures from the Park Improvements Project fund in order to preserve the funds for capital projects. Between 2017 and 2023, expenditures attributed to this fund were in conjunction with the redesign of Louis Randolph Johnson Jr. Park and to fund design plans for a potential park project at Cedar Street Park.

The Parks & Recreation Advisory Board recommends the Town create a Parks & Recreation operating budget within the General Fund.

State Guidance on Recreation Budgets

2021-2022 North Carolina Parks & Recreation Services Study: Focus on Finances: Statewide Recreation Budgets

<https://rrs.cnr.ncsu.edu/files/2022/01/Services-Study-Final-Report-Finances-2021-2022.pdf>

The majority of Parks & Recreation Departments participating in the North Carolina Parks & Recreation Services Study begin with an annual operating budget funded from the General Fund.

These departments primarily recover operating expenses through a variety of options to include:

Program Fees	Concessions	Facility Use Charges/Rentals
Federal Grants	State Grants	Festivals Memberships

Alternative funding sources include:

Sponsorships	Naming Rights
Donated funds to build facilities	Mandatory Land Dedication
Donations from a 'Friends' group	Hotel/Motel Occupancy Tax

Funding Continued

2011 Funding Recommendations

All are incomplete as of January 2024 and remain as potential funding sources for parks and recreation in Beaufort.

- A. More adequately recognize the importance of parks and recreation in the Town’s annual budget appropriations, including the importance of parks and recreation to the citizens of the community, to the community’s attractiveness for new residents and businesses and to the development of tourism in Beaufort.
- B. Establish a multi-year Capital Improvement Plan line item for parks and recreation facilities improvements, land acquisition, future facilities and grant matching funds.
- C. Consider levying a dedicated ad valorem tax for parks and recreation capital needs.
- D. Aggressively seek grants to help meet recreation needs in Beaufort.
- E. Create a specific means and opportunity for public donations to park needs.
- F. Seek civic and business sponsors for specific facility improvements.
- G. Utilize community events and other communication opportunities to keep Beaufort citizens well-informed regarding plans for parks and recreation needs and improvement projects.

Above recommendations found on page 53 of the 2011 Town of Beaufort Parks & Recreation Comprehensive Plan.

Grants

Grant funding is ever changing with some being cyclic. Grant sources need to be updated and reviewed on an annual basis.

Recommendation: *Parks & Recreation Director maintain and monitor a Parks & Recreation grant source file for the Town. This file should be updated annually.*

Funding

The most common method for funding recreational projects is to combine local, public sector and private sector funds with funds from state and federal sources. It is essential that a wide variety of funding sources be sought to ensure that the project’s success does not depend on one source of funding. The most important issue is to have strong local support both in terms of finances and volunteerism.

Parks & Recreation Budget

Proposed Park Operating Cost Revenues

Potential Revenue Streams to fund a Parks operating budget in the General Fund include:

- Small Vessel/Kayak rental fees
- Special Event Fees (Non-personnel fees)
- Train Depot Rental fees
- Recreation Fees ****



Possible revenue streams to be added:

- Establish park shelter rental fees
- Park reservation fees for usage of park spaces for exclusive events
- Establish a festival/event that produces revenue (Ex. Annual 5K Race, Festival)



Annual Operating Expenses:

- Park maintenance
- Staff
- Event budget

******Recreation Fees:** State law governs the use of payment in lieu of park land dedication; the expenditure of these fund can be used for property acquisition for parks and for park infrastructure but can not be used for programming or by the Town for other general fund projects.

Recreation Fees collected as of January 2024:

\$14, 499.23 paid to the Town for Recreation by developers

G.S. 160D-804-D Recreation Areas & Open Space

(d) Recreation Areas and Open Space. – *The regulation may provide for the dedication or reservation of recreation areas serving residents of the immediate neighborhood within the subdivision or, alternatively, for payment of funds to be used to acquire or develop recreation areas serving residents of the development or subdivision or more than one subdivision or development within the immediate area. All funds received by cities pursuant to this subsection shall be used only for the acquisition or development of recreation, park, or open space sites. All funds received by counties pursuant to this subsection shall be used only for the acquisition of G.S. 160D-804 Page 2 recreation, park, or open space sites. Any formula enacted to determine the amount of funds that are to be provided under this subsection shall be based on the value of the development or subdivision for property tax purposes. The regulation may allow a combination or partial payment of funds and partial dedication of land when the governing board determines that this combination is in the best interests of the citizens of the area to be served.*



Prepared by Town of Beaufort
Public Information Officer/Parks & Events
Coordinator/Deputy Clerk
Rachel Johnson



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, April 8, 2024
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Capital Project Budget Amendment #3 – Street Rehabilitation and Pedestrian Improvements (Fund 61)

BRIEF SUMMARY:

The Town partnered with the State of North Carolina to install pervious concrete in the parking lanes on Cedar Street. The project is now complete. This budget amendment is necessary to recognize grant funds from NCDEQ as a reimbursement of expenses related to the project.

REQUESTED ACTION:

Approve Capital Project Budget Amendment #3

EXPECTED LENGTH OF PRESENTATION:

N/A – Items of Consent

SUBMITTED BY:

Christi Wood, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes



**TOWN OF BEAUFORT
CAPITAL PROJECT BUDGET AMENDMENT #3
STREET REHABILITATION AND PEDISTRIAN IMPROVEMENTS**

BE IT ORDAINED by the Board of Commissioners by the Town of Beaufort that the following Capital Project Budget Ordinance is adopted in accordance with Section 13.2 of Chapter 159 of the General Statutes of North Carolina for street rehabilitation and pedestrian improvements.

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 amends the Capital Project Fund for street rehabilitation and pedestrian improvements as follows:

SECTION I: REVENUE

Appropriated Grant Funds received from the NC DEQ for Cedar Street.

<u>INCREASE</u>	
GRANT PROCEEDS	\$185,458
TOTAL REVENUE	\$ 185,458

SECTION II: EXPENDITURES

<u>INCREASE</u>	
CONSTRUCTION	\$ 185,458
TOTAL EXPENDITURES	\$ 185,458

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 8th day of April 2024.

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, April 8, 2024
Train Depot, 614 Broad Street
Beaufort, NC 28516**

AGENDA CATEGORY: Items for Consent

SUBJECT: Personnel Policy Amendment (Article III. The Pay Plan;
Section 17. Career Development)

SUMMARY:

The amendment would allow entry level Fire Fighters who complete the career development program to receive a 5% increase in their salary once obtaining the certification for Senior Fire Fighter. This amendment would keep public safety departments consistent within their educational career development plans.

In order to be eligible for advancement to a higher classification, Fire Fighters must meet the criteria for the classification of Senior Firefighter.

Minimum Criteria for Eligibility:

- NCOSFM certified Firefighter I & II
- Certified NCOEMS EMT-Basic
- Serve at least one (1) year as a Firefighter with Beaufort Fire Department
- Have obtained at least advanced certified fire training (not including in-service training).
Advanced certified fire training must include: NCOSFM certified Driver Operator
Emergency Vehicle Driver (24 hrs)

REQUESTED ACTION:

Amend Article III. The Pay Plan; Section 17: Career Development, Certification, and Educational Increases to include career development for Fire Department employees, as proposed in the attachment.

SUBMITTED BY: Barbara Cooper, HR Manager

BUDGET AMENDMENT REQUIRED: N/A

ARTICLE III. THE PAY PLAN

Section 17. Career Development, Certification and Educational Increases

The Town Manager may establish a schedule of salary increases to reward employees for career development plans, attaining and maintaining certifications and/or obtaining degrees that increase the employee's value to the Town. These salary adjustments should be made within the approved salary range. The schedule should reflect certifications and/or degrees that exceed the requirements on the position classification specification.

After an employee has obtained a certificate or degree relevant to his or her position (as determined by the Town Manager), a 5% increase for employees with salaries below the midpoint of the salary range will be given and an increase of 2.5% will be given for employees with salaries above the midpoint of the salary range will be given.

Employees in the Police Department Career Development Program will be given a 5% increase for obtaining Police Officer II or Master Police Officer status/certification.

Employees in the Fire Department Career Development Program will be given a 5% increase for obtaining Senior Fire Fighter classification.



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, April 8, 2024
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Pivot Parking Contract

BRIEF SUMMARY:

A presentation was made to the Board of Commissioners concerning the Town’s parking program during their March 18th Work Session. The Board voted to accept a contract from PIVOT to provide parking management services to the Town for a period of three years beginning with the 2024 parking season. The contract, as drafted, will allow the Town to terminate the contract at any time with a notice of at least sixty days.

The Board also contemplated the length of the parking season, daily hours, and rates through an exhibit to the contract to be finalized at the April 8th Regular Meeting. As such, the consensus of the Board was to establish a parking season that begins on March 1st and runs through October 31st of each year. Additionally, the daily hours will be from 8:00 a.m. to 5:00 p.m. and the rates will be \$1.50 for general parking, \$3.00 per hour for spaces located within the East and West parking lots, and continuation of annual parking passes as provided in the Town’s schedule of fees and charges.

REQUESTED ACTION:

The recommendation is for the Board to consider adoption of Exhibit 1 to the contract, which has been included with the agenda material.

SUBMITTED BY:

Christi Wood, Finance Director
Paul Burdette, Chief of Police

BUDGET AMENDMENT REQUIRED:

No

AGREEMENT FOR
PARKING MANAGEMENT SERVICES

For

BEAUFORT, NORTH CAROLINA

Between

Town of BEAUFORT, NC

And

P2 OF NC, LLC, a Florida Limited Liability Company,
d/b/a Pivot of NC, LLC

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**AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF BEAUFORT AND P2 OF NC,
LLC**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this ___day of March , 2024 (the "Effective Date"), by and between the **TOWN OF BEAUFORT**, a North Carolina municipal corporation (the "Town"), and **P2 OF NC, LLC**, a Florida corporation qualified to do business in the State of North Carolina (the "Company") and recognized by the NC Secretary of State as Pivot of NC, LLC

GENERAL RECITALS

WHEREAS, the Company submitted to the Town a proposal dated February 29 2024 (the "Proposal");

WHEREAS, the Town and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the "Services") in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 - AWARD OF AGREEMENT

The Town is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking enforcement needs of Beaufort, North Carolina. In providing the Services to the Town, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Parking Management Services specified by the Town.

1.1 Notice to Proceed

Execution of this contract shall constitute a Notice to Proceed to the Company on April 1, 2024 upon receipt by the Town of a fully executed Agreement, Insurance Certificate and any other documentation required by the Town Manager from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

The Company shall provide to the Town the services specified in this Agreement, in the "Proposal for Paid Parking Management Services for Beaufort NC" prepared by Company and dated February 29, 2024 and in the Summary Scope of Services attached to this Agreement as **Exhibit 1**, all of which are incorporated herein by reference. Services will be performed within the guidelines, policies and laws provided by the Town. The Town will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the Town.

2.1 Schedules

The Company will provide the Town if so desired, a staffing schedule which will coincide with the town approved paid parking enforcement times. The Town may require, in its sole discretion, adjustments to the staffing levels during the term of this Agreement to meet the Town's changing needs.

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within four (4) hours' notice by the Town. The Company's contact persons for emergency services are the Company's on-site Project Manager, Regional District Manager and the Company Executive Vice President. They may be reached 24 hours per day, 365 days per year as follows:

Project Manager	TBA	
Regional District Manger	Jared Glass	434-426-8784
Executive Vice President	Tina Reid	864-252-6303

In addition, the Town may contact the CEO and/or President 24 hours a day, 365 days A

year for emergency or any other reason as follows:

- 1) Todd Brosius, President tbrosius@pivotparking.com 770-315-4683
- 2) Scott Diggs, CEO sdiggs@pivotparking.com 910-619-1629

2.3 Permanent Additions, Deletions and Changes to Services

The Town will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The Town will submit all notices for revisions in Services in writing within 30 day notice to the Company. In the event of an emergency situation, the Town and Company will work with each other in good faith to implement required Service changes as quickly as possible. Town agrees that Company will manage any additions to the Services as described herein (for example if Town should add new parking areas or equipment) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services.

2.4 Subcontracting

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the Town. When asking for such consent, the Company shall submit to the Town organizational charts and qualifications of subcontractor personnel for any portions of *the* Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the Town.

2.5 Items Provided by the Company

The Company shall provide all equipment, material and supplies furnished by the Company, to be a reimbursable operating expenses as defined in the "Budget." All equipment, material and supplies furnished by the Company will become the property of the Town and will not be used for any purpose other than the performance of parking management-related Services for the Town. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for

storing equipment and supplies used in connection with the Services during the operation season.

2.6 *Items to be Provided by the Town*

The Town will provide all items listed in Exhibit A. The Town shall provide a detailed inventory list of all equipment to be turned over to Company at the contract start date of this agreement.

ARTICLE 3 - COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall provide to the Town a list of all key personnel involved with the project. The Company shall provide the Town with timely written notice of any changes in key personnel.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The Town will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the Town will have the right to require any additional personnel that the Town deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 Company's Point of Contact

The duties of the Company's Point of Contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the Town's requirements.
- Providing consultation and advice to the Town on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- Requesting Town review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the Town and the Company's executive staff when scheduled or requested by the Town.
- Communicating among and between the Town and the Company's staff.
- Promptly responding to the Manager when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the Town with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.
- The Company's Point of Contact for all Services is:

Scott Diggs, CEO
sdiggs@pivotparking.com
P2 of NC, LLC (contact information provided elsewhere)

4.2 Town's Point of Contact

The Town will designate a Point of Contact for all Services. The Town's initial point of contact shall be the Town Manager or Town employee so designated by the Town Manager. The Town Manager or designee will facilitate the flow of information between the Company and the Town. The duties of the Town Manager/designee include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's Point of Contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the Town's Point of Contact for all aspects of the Services, including contract administration and coordination with the Town's staff.

The Town Manager/designee shall designate in writing to the Company a point of contact, and may from time to time re-designate the point of contact.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Town:

Town Manager
Town of Beaufort, NC
701 Front Street
Beaufort , NC 28516

Company:

P2 of NC, LLC

648 Northeast Third Avenue
Ft. Lauderdale, Florida 33304
Attn: Legal Department

CC: P2 of NC, LLC
P.O. Box 1275
Wrightsville Beach, NC 28480
Attn: Scott Diggs, Chief Executive Officer
Email: sdiggs@pivotparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The initial term of this Agreement will be for a period of three (3) years, beginning on the Effective Date and ending at midnight on March 31, 2027. This agreement shall automatically extend for two (2) additional one-year extension periods, unless either party

provides written notice to the other to terminate this agreement at least ninety days (90) prior to the expiration of the initial or extension periods of its intention to terminate the initial term or the extension period, whichever is applicable.

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 Compensation

As complete compensation for the Services described in this Agreement, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will receive a monthly base management fee ("Base Management Fee") of Two Thousand Four Hundred and zero dollars (\$2,400.00). The Company will also receive an incentive management fee ("Incentive Management Fee") in the amount of ten percent (10%) of all annual gross revenue collected in excess of Three Hundred Thousand and zero dollars (\$300,000.00). The Incentive Management Fee shall be paid to the Company on a monthly basis (during eight (8) month operational period and calculated on a monthly threshold of \$37,500.00 and will be reconciled monthly. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

7.2 Invoices

The Company shall be the merchant of record and deposit parking revenue daily and pay for reimbursement of expenses and management fees earned under this Agreement out of revenues beginning on our about May 1, 2024. The Company will provide Net Operating Income (NOI) to the town via ACH deposit no less than by the 15th of the following month. If parking revenues do not generate enough to cover reimbursable expenses and management fees, then Company will invoice the Town for the difference due. Payments will be required within 15 business days of receiving invoice. The invoice shall be accompanied by proper supporting documentation as the Town may require. No operating advance will be required unless the Town chooses to become merchant of record and parking revenues are deposited into the town bank account at which time the Company would required an operating advance equal to the first 2 months of reimbursable expenses including management fees.

7.3 Budget

Budgeted expenses shall be based on an approved line-item budget submitted with this contract, and thereafter annually by a pre-determined date as identified by the Town and approved in writing by the Town Manager. The budget shall be in a form consistent with budget proposals by other Town departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in writing by the Town.

The Town shall not be liable for expenses in excess of the approved budget, unless the expenses are approved in writing by the Town.

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the Town's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the Town to the Company pursuant to this Agreement.

The Town's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this Article. The Town will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services' related financial information by an independent auditor selected by the Town and paid for by the Town.

7.5 Intentionally Omitted

ARTICLE 8 - TERMINATION

8.1 Termination for Convenience

By giving written notice, either Party may terminate this Agreement for any reason or no reason by giving written notice of termination at the end of each parking season within sixty (60) days of the end of the parking season. The notice shall specify the date upon which such termination becomes effective. The Town shall pay the Company for Services rendered prior to the effective date of termination.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement within twenty (20) days of receipt of written notice from Town, or failure to provide the proof of insurance as required by this Agreement within twenty (20) days of receipt of written notice from Town.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.3 Additional Grounds for Termination by the Town

The Town may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

8.4 Obligations Upon Expiration or Termination

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the Town all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Town in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 No Effect on Taxes, Fees, Charges or Reports

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the Town, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 Authority to Terminate

The Town's Town Manager has the authority, without the necessity of further action by the TOWN, to terminate this Agreement on behalf of the Town.

8.7 Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative

and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Proposal for Paid Parking Management Services for Beaufort, NC" prepared by Company and dated February 29, 2024 and in the Summary Scope of Services attached to this Agreement as **Exhibit 1**, all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of North Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the Town or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the Town and authorized to do business in the State of North Carolina the following insurance:

11.1 Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1 Million combined single limit per occurrence & \$2 Million in general aggregate for bodily injury & property damage & \$2 Mil general aggregate for products/completed operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations, products liability, & independent contractors coverage. This coverage shall be on an occurrence basis.

11.2 Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.3 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$500,000.

11.4 Crime Insurance

Covering the Company, its agents or employees, in an amount not less than \$100,000.

All insurance policies provided hereunder shall include a deductible amount of not less than \$2500, and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The Town of Beaufort, NC shall be included as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the Town at the time of execution of this Agreement and shall contain the provision that the Town will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company. The Town shall purchase and maintain during the life of this Agreement on all vehicles owned by the Town and used by Company with an insurance company acceptable to

Company and authorized to do business in the State of North Carolina the following insurance:

11.5 Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 Non-Discrimination

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the Town of the final disposition of such cases.

12.2 Equal Opportunity

The Town is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Town and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the Town's Harassment Policy. The Town will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the Town. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the Town within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Relationship of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other. Town agrees that neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

14.2 Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals("prior agreements), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Beaufort, North Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters

relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. The prevailing party in any such proceeding shall be entitled to any and all costs associated with the filing of the proceeding including reasonable attorney's fees.

14.5 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

b. The Company shall promptly notify the Town by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the Town may terminate this Agreement.

c. In no event shall Town be relieved of its obligation to pay to Company any amount of money which becomes due and payable under this Agreement, as and when such amount becomes due and payable. Town will continue to pay for the cost of insurance and the payroll of Company employees during any such Force Majeure Event. During a time of an acknowledged Force Majeure Event, both Town and Company may negotiate changes to the contract in relation to fees charged so that both parties do not endure financial hardships.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.11 No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with this Agreement.

14.12 Change in Control

The Company shall notify the Town within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or
- b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.13 Company Access to Town Facilities

Arrangements for access to Town facilities will be made between the Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the Town for any re-keying as a result of such loss or misuse.

14.14 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the Town.

14.15 Town's Right to Dismiss Fees and Fines

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 - PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the Town's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Town's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the Town's judgment likely to cast doubt on the competence or integrity of the Town or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Town may have, shall entitle the Town to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the Town. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate Town officials without prior written approval of the Town. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written

agreement of the Town.

ARTICLE 16 - PRE-AUDIT

This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by Town purchase order no. _____ which is incorporated as if fully set forth herein.

ARTICLE 17 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the Town does not intend to waive its sovereign immunity by reason of this Agreement.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Beaufort, North Carolina.

COMPANY:

P2 OF NC, LLC
Federal Tax I.D. No. 85-2193963

WITNESS

By: _____
Scott Diggs, CEO

Date: _____

Date: _____

TOWN:

TOWN OF Beaufort

WITNESS

By: _____
, Town Manager

Date: _____

Date: _____

EXHIBIT 1
SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, equipment maintenance, and administration of any validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. *On-street Parking Enforcement*

- a. Enforce paid and non-paid parking regulations within areas designated by the Town during March 1st through October 31st and during the hours of 8:00 a.m. to 5:00 p.m. Enforcement activities will include electronic ticketing and booting/towing as allowed by Town ordinances. The Town may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage Town-owned/leased paid parking equipment and any non-paid parking spaces as directed by Town staff. Management to include pay by cell applications.
- c. Issue parking permits (type, quantity and fees determined by the Town) digitally or in printed form.
- d. Enforce scofflaw regulations related to booting/towing of vehicles that have outstanding parking citations as defined by current Town ordinances.
- e. Establish designated patrol routes for its enforcement ambassadors.
- f. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town. The Town will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- g. Enforce parking regulations for special events, including festivals, etc.

2. Collection of Monies and Accounting

- a. If applicable, collect and account for all revenues from the paystations installed. Empty all paystations frequently enough so that no paystation ceases to operate because it is full. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the Town, into a Pivot managed account.
- b. Company will be the Merchant of Record (MOR) for credit card payments.
- c. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet. The Company will be responsible for also processing payments on parking citations issued by the Town of Beaufort Police Department and Fire Department if so desired.
- d. Assist in the collection of all outstanding citations related to scofflaws.
- e. Issue late notices for overdue payment of citations and provide follow-up collection services.
- f. Ensure proper accountability and internal control of monies collected.
- g. Provide any periodic or special financial and operational reports as requested by the Town.

3. Office Administration

- a. Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and office administration operations. This office will be open to the public during standard business hours.
- b. The office must have a telephone and the number must be provided to the public and to the Town.
- c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, and all other necessary equipment.
- d. Coordinate with the Town on the Town's purchase of any new parking equipment.
- e. Administer (if implemented) a Merchant Parking Validation Program

4. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio/mobile contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will ensure that all enforcement personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- d. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- e. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- f. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- g. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- h. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

- i. Staff provided by Company shall include at all times one full time, year round manager, and sufficient personnel to provide enforcement services on the days and hours set forth by the Town.

5. Training and Customer Service

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the area.
- b. Respond in accordance with the Town of Beaufort principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the Town in its efforts to inform the public about the Program.
- d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager

6. Safety

Take adequate steps to ensure the safety and security of all personnel and property. Town expressly acknowledges that Company's obligations in connection with the management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

7. Special Events

If a special event is scheduled, the Company may be required to assist the Town for set up as it relates to parking requirements. These events include, but are not limited to, festivals, parades etc.

8. Towing/Booting

The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established.

9. *Response to Hurricanes and Other Similar Emergencies*

- a. In the event of a hurricane or other similar emergency, the Company will be responsible for assisting of removal of any parking equipment and/or signage as directed by the Town point of contact.
- b. Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to town.
- c. Company will assist Town with re-entry procedures as deemed by Town manager.

10. *Other*

- a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies and initiatives.
- b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.
- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.
- e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.
- f. The Town of Beaufort, NC will be responsible for determining the parking rates associated with transient, hourly parking as well as rates assigned to passes available for purchase that may include weekly, monthly, employee, residential, and businesses. Any passes not defined here within may be added/adjusted/deleted during the term of this Agreement.

EXHIBIT A

- Parking office located within Town Hall.
- Internet for parking office.
- Parking office furniture and furnishings
- Golf Cart(s)/LSVs for enforcement purposes.
- Signage and any updates (not included in Pivot initial budget)
- Curb Stops for parking stalls



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, April 8, 2024 – 614 Broad Street

AGENDA CATEGORY: Public Hearing
SUBJECT: Zoning Text Amendment – Tavern/Bar/Pub with outdoor operation as a Special Use in the CS-MU District

BRIEF SUMMARY:

Town staff has submitted a Text Amendment request to modify Section 8D & Table 8-8 of the Land Development Ordinance to allow Tavern/Bar/Pub with outdoor operation as a Special Use in the CS-MU District. This use would be similar to other commercial use districts. At their March 18th meeting the Planning Board unanimously recommended the Zoning Text Amendment.

REQUESTED ACTION:

Conduct Public Hearing on Text Amendment
Discussion on the proposed text amendment.
Decision to modify the Ordinance as requested; to change the language; or to deny changing the Ordinance.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Garner, AICP
Planning & Inspections Director

BUDGET AMENDMENT REQUIRED:

N/A

BOARD of COMMISSIONERS STAFF REPORT

BOARD ACTION REQUEST

Case No.: 24-07

TO: Board of Commissioners
FROM: Kyle Garner, Planning Director
DATE: March 29, 2024
RE: LDO Text Amendment Modifying Section 8D (Cedar Street Mixed Use District) & Table 8-8 Transitional Zoning District Table of Uses to allow Tavern/Bar/Pub with Outdoor Operations as a Special Use

Background

In 2019 when the CS-MU District was created it was understood that like other districts amendments would possibly be submitted in the future. Now, almost five years later Staff is proposing a text amendment that would allow a **Tavern/Bar/Pub with Outdoor Operations as a Special Use**. This amendment would be consistent with other zoning districts such as the Historic Waterfront Business District, Historic Business District, B-1, BW (Business Waterfront), LI (Light Industrial), IW (Industrial Warehouse), TCA (Townhomes Condominiums & Apartment) which all allow outside operations as a Special Use. (See Attached Map).

Prior to the zoning change in 2019 to CS-MU several properties were zoned B-1 and allowed outdoor operations with a special use permit. Also, staff researched the Planning Board minutes from the May and June 2019 meetings when uses were discussed as part of the creation of the CS-MU District and could not find any comments that would conflict with the amendment.

Additionally, Staff has included a map showing the previous zoning before the CS-MU District was adopted thus providing a history. Staff has included “Draft” text language which shows text to be added as **bold highlighted**.

At their March 18th meeting the Planning Board offered a list of several conditions the Board of Commissioners consider for this type of request. They are a follow:

- Location and time of emptying of trash receptacles.
- Distance to residential properties.
- Noise – to include volume levels, hours & type (example electric generator vs. non-electric)
- Interior & Exterior floor plans of use applied for.
- Hours of Operation
- Vendors – Such as food trucks and other types)
- Loss of Special Use Permit if a specific number of conditions are violated (number determined by the Board)

Action Needed:

- Conduct Public Hearing on Text Amendment
- Discussion on the proposed text amendment.
- Decision to modify the Ordinance as requested; to change the language; or to deny changing the Ordinance.

Attachments:

- Section 8D & Table 8-8 of the LDO
- Draft Ordinance

Agenda Item Prepared By:
Kyle Garner, Planning Director

--

Section 8 Transitional Zoning Districts

D) Cedar Street Mixed-Use Zoning District (CS-MU)

1) Purpose.

The purpose of this zoning district is to protect, enhance and guide the redevelopment of the Cedar Street corridor by reducing visual clutter through the implementation of commercial design standards and selecting the appropriate type of uses for this district. These standards are designed to improve the aesthetics, traffic congestion and provide for a solid and vibrant tax base as well as promote the public health, safety and welfare of the Town.

2) Adoption.

The Cedar Street Mixed Use Zoning District (CS-MU) for the Town, as set forth on a map so entitled and dated 07/08/2019, is hereby adopted and incorporated by reference as part of this Ordinance, and the Official Zoning Map of the Town.

3) Permitted Uses.

The uses listed here, with the exception of single-family residential uses, shall be subject to the Development Standards listed below.

Convenience Store	Park, Public
Dwelling, Single-family	Personal Service Establishment
Dwelling, Multi-family	Produce Stand/Farmers' Market
Financial Institution	Public Utility Facility
Hotel or Motel	Religious Institution
Mixed Use	Restaurant with Indoor & Outdoor
Office, Business, Professional, or	Operations
Medical*	Retail Store
Outdoor Retail Display/Sales	Utility Minor

*Includes Government Offices

4) Special Uses (*Special Use Requirements* may be found in Section 20 of the *LDO*).

Any commercial use which results in a structure or combination of structures with over 15,000 square feet.

- Microbrewery
- Tavern/Bar/Pub with Indoor Operation
- Tavern/Bar/Pub with Outdoor Operation**

5) Prohibited Uses.

Any use not listed in Sections 8(D)(3) or 8(D) (4) of this Ordinance is prohibited.

6) Development Standards.

a) Design Criteria.

The intent of the following design criteria is to maintain and strengthen the unique character of Cedar Street by ensuring new development projects are architecturally compatible with the characteristics of the community. These characteristics include building forms, proportions, treatments, exterior materials, and architectural styles. It is intended that front elevations and overall massing of new structures shall be of

human scale and related to the street. All design criteria will be reviewed and approved by the Zoning Administrator.

Table 8-8 Transitional Zoning District Table of Uses

Land Development Ordinance Uses		TCA	TR	PUD	CS-MU
Commercial Uses					
Animal Services	Kennel, Indoor Operation Only		S	S	
	Kennel, Indoor/Outdoor Operation			S	
Assembly	Club, Lodge, or Hall		P	S	
Financial Institutions	Financial Institution		S	S	P
Food and Beverage Services	Microbrewery			S	S
	Restaurant, with Drive-Thru Service	S		S	
	Restaurant, with Indoor Operation	S	P	S	P
	Restaurant, with Outdoor Operation	S		S	P
	Tavern/Bar/Pub with Indoor Operation	S	S	S	S
	Tavern/Bar/Pub with Outdoor Operation	S		S	S
Offices	Office: Business, Professional, or Medical		P	S	P
	Office: Small Business				
Public Accommodations	Bed & Breakfast		P	S	
	Hotel or Motel	S	S	S	P
Indoor Recreation & Entertainment, Privately Owned	Adult Entertainment			S	
	Amusement Establishment			S	
	Commercial Indoor Recreation Facility		P	S	
	Neighborhood Recreation Center Indoor/ Outdoor, Private	P	P	S	
	Pool Hall or Billiard Hall			S	
	Theater, Large			S	
	Theater, Small	S		S	
Outdoor Recreation & Entertainment, Privately Owned	Athletic Field, Private			S	
	Commercial Outdoor Amphitheater			S	
	Commercial, Outdoor Recreation Facility			S	
	Golf Course, Privately-Owned		S	S	
	Golf Driving Range		S	S	
	Motor Vehicle Raceway			S	
Retail Sales and Services	Adult-Oriented Retail Establishment			S	
	Convenience Store			S	P
	Mortuary/Funeral Home/ Crematorium		P	S	
	Liquor Store			S	
	Personal Service Establishment	S	P	S	P
	Retail Store	S	S	S	P
Vehicle Storage Facilities	Dry Boat Storage			S	
	Marina	S	S	S	
	Parking Lot		S	S	
	Parking Structure			S	

DRAFT ORDINANCE 24-_____

AN ORDINANCE TO MODIFY THE Town of Beaufort *Land Development Ordinance (LDO)*, specifically Section 8D (Cedar Street Mixed Use District) & Table 8-8 (Transitional Zoning Table of Uses)

WHEREAS, the Beaufort Land Development Ordinance contains regulations which establish the development of land within the Town of Beaufort and its Extraterritorial Jurisdiction; and

WHEREAS, the Beaufort Planning Board has reviewed these ordinance text amendments and unanimously recommended its adoption; and

WHEREAS, the Board of Commissioners determines that the public interest will be served by adopting the following text amendments to modify text as it relates to these items.

NOW THEREFORE be it ordained by the Board of Commissioners of the Town of Beaufort as follows:

The Town of Beaufort LDO is amended as follows:

Section 8 Transitional Zoning Districts

D) Cedar Street Mixed-Use Zoning District (CS-MU)

1) Purpose.

The purpose of this zoning district is to protect, enhance and guide the redevelopment of the Cedar Street corridor by reducing visual clutter through the implementation of commercial design standards and selecting the appropriate type of uses for this district. These standards are designed to improve the aesthetics, traffic congestion and provide for a solid and vibrant tax base as well as promote the public health, safety and welfare of the Town.

2) Adoption.

The Cedar Street Mixed Use Zoning District (CS-MU) for the Town, as set forth on a map so entitled and dated 07/08/2019, is hereby adopted and incorporated by reference as part of this Ordinance, and the Official Zoning Map of the Town.

3) Permitted Uses.

The uses listed here, with the exception of single-family residential uses, shall be subject to the Development Standards listed below.

Convenience Store	Park, Public
Dwelling, Single-family	Personal Service Establishment
Dwelling, Multi-family	Produce Stand/Farmers' Market
Financial Institution	Public Utility Facility
Hotel or Motel	Religious Institution
Mixed Use	Restaurant with Indoor & Outdoor
Office, Business, Professional, or	Operations
Medical*	Retail Store
Outdoor Retail Display/Sales	Utility Minor

*Includes Government Offices

4) Special Uses (*Special Use Requirements* may be found in Section 20 of the *LDO*).

Any commercial use which results in a structure or combination of structures with over 15,000 square feet.

- Microbrewery
- Tavern/Bar/Pub with Indoor Operation
- Tavern/Bar/Pub with Outdoor Operation**

5) Prohibited Uses.

Any use not listed in Sections 8(D)(3) or 8(D) (4) of this Ordinance is prohibited.

6) Development Standards.

b) Design Criteria.

The intent of the following design criteria is to maintain and strengthen the unique character of Cedar Street by ensuring new development projects are architecturally compatible with the characteristics of the community. These characteristics include building forms, proportions, treatments, exterior materials, and architectural styles. It is intended that front elevations and overall massing of new structures shall be of

human scale and related to the street. All design criteria will be reviewed and approved by the Zoning Administrator.

Table 8-8 Transitional Zoning District Table of Uses

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Commercial Uses					
Animal Services	Kennel, Indoor Operation Only		S	S	
	Kennel, Indoor/Outdoor Operation			S	
Assembly	Club, Lodge, or Hall		P	S	
Financial Institutions	Financial Institution		S	S	P
Food and Beverage Services	Microbrewery			S	S
	Restaurant, with Drive-Thru Service	S		S	
	Restaurant, with Indoor Operation	S	P	S	P
	Restaurant, with Outdoor Operation	S		S	P
	Tavern/Bar/Pub with Indoor Operation	S	S	S	S
	Tavern/Bar/Pub with Outdoor Operation	S		S	S
Offices	Office: Business, Professional, or Medical		P	S	P
	Office: Small Business				
Public Accommodations	Bed & Breakfast		P	S	
	Hotel or Motel	S	S	S	P
Indoor Recreation & Entertainment, Privately Owned	Adult Entertainment			S	
	Amusement Establishment			S	
	Commercial Indoor Recreation Facility		P	S	
	Neighborhood Recreation Center Indoor/ Outdoor, Private	P	P	S	
	Pool Hall or Billiard Hall			S	
	Theater, Large			S	
	Theater, Small	S		S	
Outdoor Recreation & Entertainment, Privately Owned	Athletic Field, Private			S	
	Commercial Outdoor Amphitheater			S	
	Commercial, Outdoor Recreation Facility			S	
	Golf Course, Privately-Owned		S	S	
	Golf Driving Range		S	S	
	Motor Vehicle Raceway			S	
Retail Sales and Services	Adult-Oriented Retail Establishment			S	
	Convenience Store			S	P
	Mortuary/Funeral Home/ Crematorium		P	S	
	Liquor Store			S	
	Personal Service Establishment	S	P	S	P
	Retail Store	S	S	S	P
Vehicle Storage Facilities	Dry Boat Storage			S	
	Marina	S	S	S	
	Parking Lot		S	S	
	Parking Structure			S	

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

This, the ____th day of _____ 2024

TOWN OF BEAUFORT

By: _____
Mayor, Sharon E. Harker

Attest:

Town Clerk, Elizabeth Lewis

**TOWN OF BEAUFORT
BOARD of COMMISSIONERS**

**A STATEMENT OF CONSISTENCY ADVISING THAT PROPOSED AMENDMENTS
TO THE LAND DEVELOPMENT ORDINANCE ARE IN ACCORDANCE WITH
ALL OFFICIALLY ADOPTED PLANS, INCLUDING THE
CORE LAND USE PLAN; ARE REASONABLE;
AND ARE IN THE PUBLIC INTEREST.**

WHEREAS, the North Carolina General Assembly has given the Town of Beaufort (“Town”) the authority to adopt and amend zoning and development regulation ordinances for the purpose of promoting the health, safety, morals, and general welfare of its citizens.

WHEREAS N.C.G.S. §160A-383 requires the Town of Beaufort Board of Commissioners by written statement describing whether the proposed amendments to the Town’s Land Development Ordinance (“Ordinance”) are consistent with all officially adopted plans, including the comprehensive land use plan.

WHEREAS, the Board has in fact met to consider and evaluate the proposed amendments to the Ordinance.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Town Board of Commissioners finds that the proposed amendments to the Ordinance are in accordance with all officially adopted Town plans, including sections 1.4.3.2 (Land Use Compatibility Implementation Actions) of the Core Land Use Plan.

This Resolution is effective upon its adoption this ____ day of April, 2024.

**TOWN OF BEAUFORT
MAYOR**

ATTEST:

Town Clerk

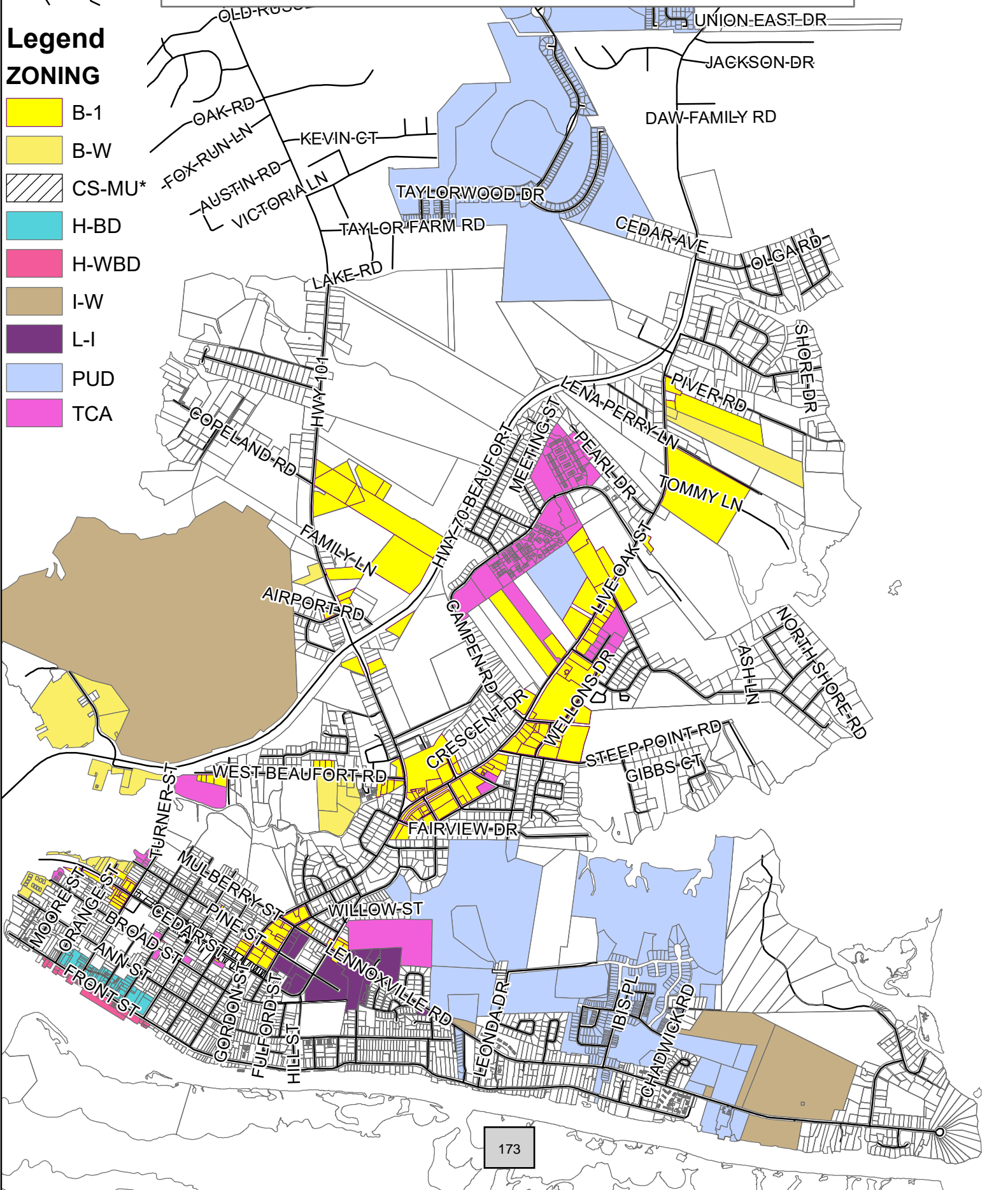
Zoning Districts That Allow Tavern Bar Pub With Outdoor Operation as a Special Use

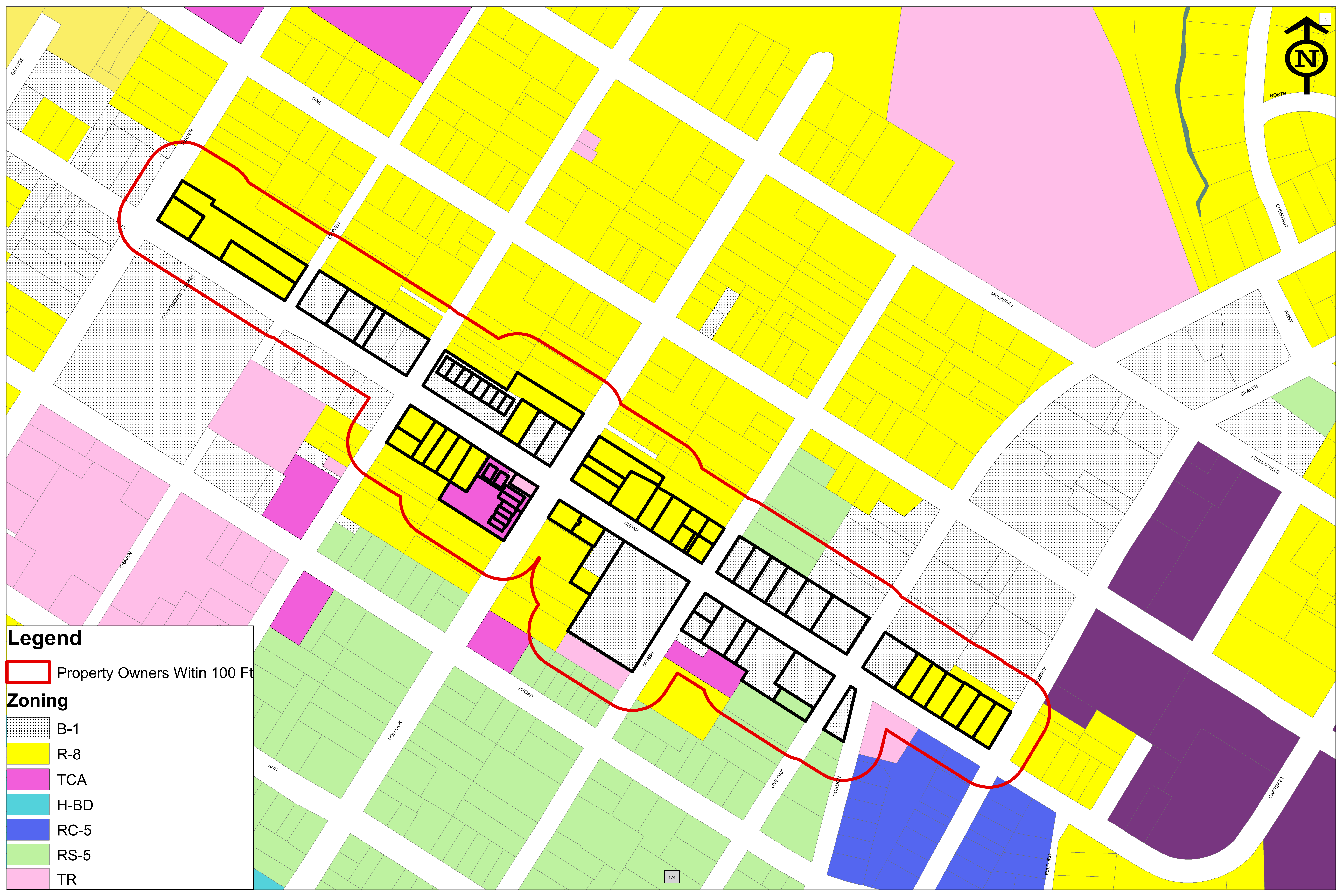
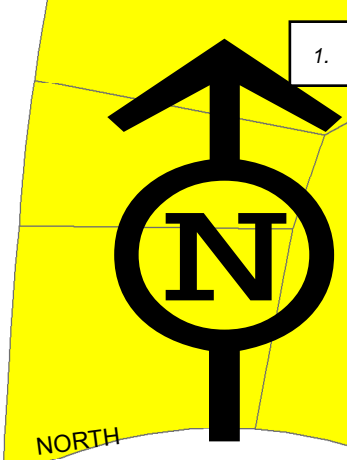
* CS-MU Excluded

Legend

ZONING

- B-1
- B-W
- CS-MU*
- H-BD
- H-WBD
- I-W
- L-I
- PUD
- TCA





Legend

 Property Owners Witin 100 Ft

Zoning

-  B-1
-  R-8
-  TCA
-  H-BD
-  RC-5
-  RS-5
-  TR



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, April 8, 2024
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Old Business
SUBJECT: Fire Pumper Truck Purchase

BRIEF SUMMARY:

The Board of Commissioners approved the purchase of a pumper fire truck with the adoption of the FY24 budget. The town staff learned soon after the beginning of the new fiscal year that a limited number of new stock fire trucks were being produced. Given the extraordinary length of time required for production of a truck manufactured to town specifications, staff recommended moving forward with the purchase of a stock truck.

The window of time to facilitate the purchase was very short as the trucks were being secured by various governmental agencies at a rapid pace. Consequently, the Board of Commissioners adopted a Resolution of Intent to Reimburse at the recommendation of the staff. The Resolution of Intent to Reimburse is a financial instrument that allows the Board to pledge cash for a purchase while also seeking commercial financing. Once commercial financing is secured, the pledge of cash is replaced with a commercial loan.

The pumper fire truck was ordered following the adoption of the Resolution of Intent to Reimburse. Solicitation of bids for a commercial loan were scheduled for this spring. Consequently, staff recently released an RFP for bids on the truck and associated equipment which is valued at \$732,000. Although two financial institutions responded to the solicitation for bids, Truist provided the only proposal that met the requirements outlined in the RFP. The financing proposal from Truist, which includes a finance rate of 5.49% for a term of 10 years, has been included in the agenda packet for the Board’s review. The total amount of interest would be \$238,662.

The Board is advised, however, that a budget amendment appropriating \$732,000 from the General Fund- Fund Balance is still an option if the Board desires to purchase the truck with cash in lieu of financing the purchase.

REQUESTED ACTION:

Approve the resolution for financing, or alternatively, approve a budget amendment to appropriate \$732,000 of fund balance to purchase the truck.

1.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Christi Wood – Finance Director

BUDGET AMENDMENT REQUIRED:

Possibly

DISCLAIMER

**Town of Beaufort, NC
Series 2024 Installment Financing Agreement**

MUNICIPAL ADVISOR DISCLOSURE

This analysis and any rates utilized herein have been provided by Truist solely for illustrative purposes. Truist is not recommending an action or providing advice to the borrower and is not acting as a municipal advisor or financial advisor.

SOURCES AND USES OF FUNDS

Town of Beaufort, NC Series 2024 Installment Financing Agreement

Sources:

Bond Proceeds:	
Par Amount	732,000.00
	<hr/>
	732,000.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	732,000.00
	<hr/>
	732,000.00
	<hr/> <hr/>

BOND SUMMARY STATISTICS

Town of Beaufort, NC Series 2024 Installment Financing Agreement

Dated Date	04/22/2024
Delivery Date	04/22/2024
Last Maturity	04/22/2034
Arbitrage Yield	5.416650%
True Interest Cost (TIC)	5.416650%
Net Interest Cost (NIC)	5.490000%
All-In TIC	5.416650%
Average Coupon	5.490000%
Average Life (years)	5.939
Duration of Issue (years)	5.061
Par Amount	732,000.00
Bond Proceeds	732,000.00
Total Interest	238,662.30
Net Interest	238,662.30
Total Debt Service	970,662.30
Maximum Annual Debt Service	97,066.23
Average Annual Debt Service	97,066.23
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Series 2024	732,000.00	100.000	5.490%	5.939
	732,000.00			5.939

	TIC	All-In TIC	Arbitrage Yield
Par Value	732,000.00	732,000.00	732,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	732,000.00	732,000.00	732,000.00
Target Date	04/22/2024	04/22/2024	04/22/2024
Yield	5.416650%	5.416650%	5.416650%

BOND DEBT SERVICE

Town of Beaufort, NC Series 2024 Installment Financing Agreement

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
04/22/2025	56,879.43	5.490%	40,186.80	97,066.23	97,066.23
04/22/2026	60,002.11	5.490%	37,064.12	97,066.23	97,066.23
04/22/2027	63,296.23	5.490%	33,770.00	97,066.23	97,066.23
04/22/2028	66,771.19	5.490%	30,295.04	97,066.23	97,066.23
04/22/2029	70,436.93	5.490%	26,629.30	97,066.23	97,066.23
04/22/2030	74,303.92	5.490%	22,762.31	97,066.23	97,066.23
04/22/2031	78,383.20	5.490%	18,683.03	97,066.23	97,066.23
04/22/2032	82,686.44	5.490%	14,379.79	97,066.23	97,066.23
04/22/2033	87,225.92	5.490%	9,840.31	97,066.23	97,066.23
04/22/2034	92,014.63	5.490%	5,051.60	97,066.23	97,066.23
	732,000.00		238,662.30	970,662.30	970,662.30

FORM 8038 STATISTICS

**Town of Beaufort, NC
Series 2024 Installment Financing Agreement**

Dated Date 04/22/2024
Delivery Date 04/22/2024

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Series 2024:						
	04/22/2025	56,879.43	5.490%	100.000	56,879.43	56,879.43
	04/22/2026	60,002.11	5.490%	100.000	60,002.11	60,002.11
	04/22/2027	63,296.23	5.490%	100.000	63,296.23	63,296.23
	04/22/2028	66,771.19	5.490%	100.000	66,771.19	66,771.19
	04/22/2029	70,436.93	5.490%	100.000	70,436.93	70,436.93
	04/22/2030	74,303.92	5.490%	100.000	74,303.92	74,303.92
	04/22/2031	78,383.20	5.490%	100.000	78,383.20	78,383.20
	04/22/2032	82,686.44	5.490%	100.000	82,686.44	82,686.44
	04/22/2033	87,225.92	5.490%	100.000	87,225.92	87,225.92
	04/22/2034	92,014.63	5.490%	100.000	92,014.63	92,014.63
		732,000.00			732,000.00	732,000.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	04/22/2034	5.490%	92,014.63	92,014.63		
Entire Issue			732,000.00	732,000.00	5.9388	5.4166%

Proceeds used for accrued interest 0.00
 Proceeds used for bond issuance costs (including underwriters' discount) 0.00
 Proceeds used for credit enhancement 0.00
 Proceeds allocated to reasonably required reserve or replacement fund 0.00



Town of Beaufort, NC

Term Sheet

4/1/2024

Truist Bank (“Bank”) is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower:	Town of Beaufort, NC (“Town”)
Lender:	Truist Bank
Primary Contact:	Annalisa Morgan Vice President 2806 Arendell Street Morehead City, NC 28557 Mobile: 252.679.3006 Annalisa.morgan@truist.com
Facility/Purpose/Description:	Tax-exempt, Non-Bank Qualified direct bank loan evidenced by an Installment Financing Agreement (“Agreement”) pursuant to N.C.G.S. §160A-20 (the “Facility”). The proceeds of the Agreement will be used to finance the cost of fire apparatus.
Amount:	Up to \$732,000.
Funding:	The Loan will be funded in a single drawdown on the closing date anticipated to be April 22nd, 2024. The loan proceeds will be held in a Public Fund DDA account at Truist.
Repayment:	Installment payments (interest and principal) are to be made annually in arrears. Required that ACH payments be set up for payments. Please see attached debt service schedule.
Maturity Date:	10 years from the closing date.
Fees:	None.
Interest Rates:	<u>Non-Callable Option:</u> 5.49% Tax-Exempt The tax-exempt fixed interest rates for the Loan will be subject to increase in the event of a Determination of Taxability.

	<p>Rate Lock Period: This rate is locked, and available, through June 26, 2024.</p> <p>Accrual basis: 30/360</p> <p><u>Par Call – Three (3) Years</u></p> <p>A Non-Callable Compensation Provision will exist from closing until the par call date. The tax-exempt fixed rate is 5.81% per annum.</p> <p><u>Par Call – Five (5) Years</u></p> <p>A Non-Callable Compensation Provision will exist from closing until the par call date. The tax-exempt fixed rate is 5.71% per annum.</p> <p><u>Par Call – Seven (7) Years</u></p> <p>A Non-Callable Compensation Provision will exist from closing until the par call date. The tax-exempt fixed rate is 5.52% per annum.</p> <p>The Borrower will pay to the Lender prepayment compensation in connection with any prepayment of the Loan based on the Lender’s standard break-funding terms for fixed rate loans unless a Par Call option is selected above.</p> <p>Borrower may prepay the Loan in whole or in part at any time upon two Business Days’ prior written notice to the Lender. Such prepayment notice shall specify the amount of the prepayment which is to be made. In the event of a prepayment of the Loan under this paragraph, the Borrower may be required to pay the Lender an additional fee (a prepayment charge or premium) determined by Lender’s make whole compensation provision in the loan documents, to compensate the Lender for all losses, costs and expenses incurred in connection with such prepayment. Any partial prepayment shall be applied as determined by Lender in its sole discretion.</p> <p>If the Borrower prepays in any calendar year less than ten percent (10%) of the principal amount that was outstanding on the Loan on January 1 of such calendar year, such prepayment may be made at par plus interest accrued to the date of prepayment on the principal amount being prepaid and with no fee or prepayment as described above.</p> <p>The Borrower understands that the market interest rates are subject to change. The Borrower also understands that in the event the Facility is funded during the Rate Lock Period, the Rate will become the effective interest rate for the Facility even if market interest rates are lower than the Rate at the time the Facility is funded.</p>
<p>Security:</p>	<p>The Town’s obligation to make installment payments will be subject to annual appropriation. The Town’s obligations under the installment financing agreement will be secured by a security interest in all the fire apparatus being financed.</p>

Documentation:	<p>Truist will provide documentation for the Loan.</p> <p>The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.</p>
Covenants:	<p>Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements:</p> <ul style="list-style-type: none"> • Annual Financial Statements within 270 days of fiscal year end.
Conditions Precedent and Other Terms:	<ol style="list-style-type: none"> 1. <u>Borrower’s Counsel Opinion</u>: An opinion of Borrower’s counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested.
Lender’s Legal Counsel	N/A
Governing Law & Jurisdiction:	State of North Carolina.
RFP requirement:	The Bank agrees to the contract specifications set forth in Part B of this Request for Proposal.
Municipal Advisor Disclosure:	<p>The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.</p>
Patriot Act:	<p>Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.</p>
Expiration Date:	This Term Sheet shall expire on April 22nd, 2024 unless a formal commitment letter has been issued prior to such date.

Resolution Approving Financing Terms

WHEREAS: The TOWN OF BEAUFORT (“Borrower”) has previously determined to undertake a project for the financing of fire apparatus (the “Facility”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated April 1, 2024. The amount financed shall not exceed \$732,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed XXX%, and the financing term shall not exceed ten (10) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 20__

By: _____

By: _____

Title: _____

Title: _____

SEAL



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, April 8, 2024
614 Broad Street – Train Depot**

AGENDA CATEGORY: New Business
SUBJECT: Preliminary/Final Plat – Airport Subdivision (624 Hwy 101)

BRIEF SUMMARY:

The Beaufort MHC Airport Authority has requested to subdivide 624 Hwy 101 for the purposes of extending the runway protection zone in accordance with their runway extension plan.

At their March 18, 2024 meeting the Planning Board recommended unanimously the approval of the Preliminary/Final Plat to the Board of Commissioners.

REQUESTED ACTION:

Decision on Preliminary/Final Plat

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michelle Eitner
Town Planner

BUDGET AMENDMENT REQUIRED:

N/A



STAFF REPORT



To: Board of Commissioners
From: Michelle Eitner, Town Planner
Date: April 8, 2024
Case No. 24-05 Airport Subdivision (624 Hwy 101) – Preliminary/Final Plat

THE REQUEST: Subdivide a 32.7 acre parcel (PIN 730607685717000) into two lots.

BACKGROUND: There are no proposed improvements for this land subdivision, so both the preliminary and final plats are reviewed simultaneously. The purpose of this subdivision is to carve out 25 acres that the airport will buy to use for their additional runway protection zone for the runway extension. The remaining 7.7 acre tract will remain with the owner (Wright family).

Location: 624 Highway 101
 Owner: David Wright
 Requested Action: Subdivide a parcel (PIN 730607685717000) into two lots (25 acres and 7.7 acres).
 Existing Zoning: R-20
 Size: 32.7 acres
 Open Space: 0 Acres
 Existing Land Use: Agricultural
 Proposed Land Use: Agricultural (no proposed improvements/development)

SPECIAL INFORMATION: The Planning Board unanimously recommended approval of this preliminary/final plat to the Board of Commissioners during their March 18, 2024 meeting.

Public Utilities:

Water: Town Of Beaufort
 Sanitary Sewer: Town Of Beaufort

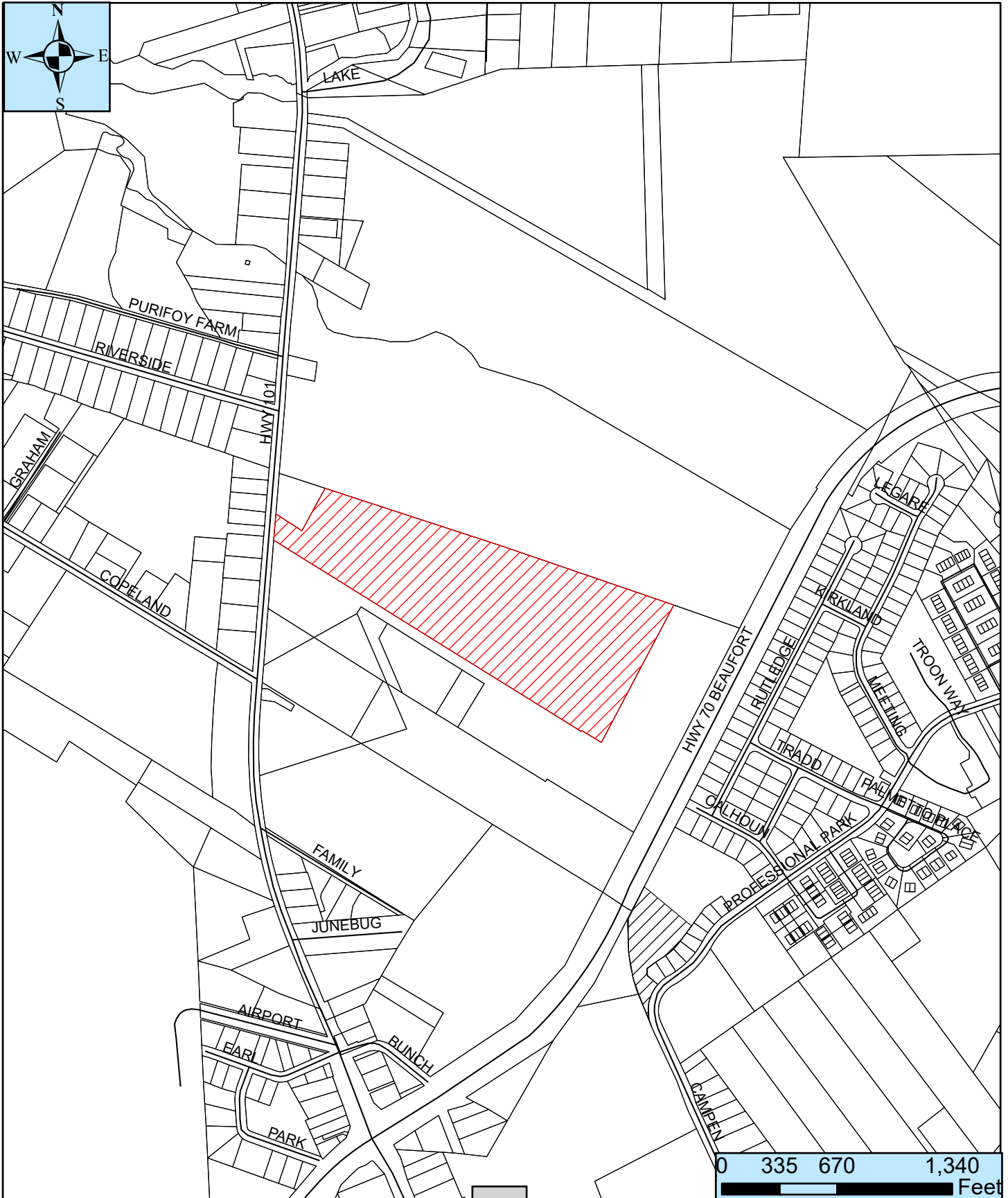
OPTIONS:

1. Decision on the Preliminary and Final Plat for 624 Highway 101

Attachments:

- Attachment B – Vicinity Map
- Attachment C – Preliminary and Final Plat for Beaufort MHC Airport Authority
- Attachment D – Airport Runway Extension Plan

Case # 24-05 - 624 Highway 101
Preliminary/Final Plat Subdivision



SURVEY DATA:

HORIZONTAL DATUM - BASED UPON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD83, US SURVEY FEET. SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK. VERTICAL DATUM - NAVD 88

REFERENCES

*ALL REFERENCES SHOWN HEREON REFER TO THE CARTERET COUNTY REGISTER OF DEEDS

- PIN: 730607685717000
- D.B. 468 PG. 412
- B.M. 33 PG. 155

OWNER INFORMATION

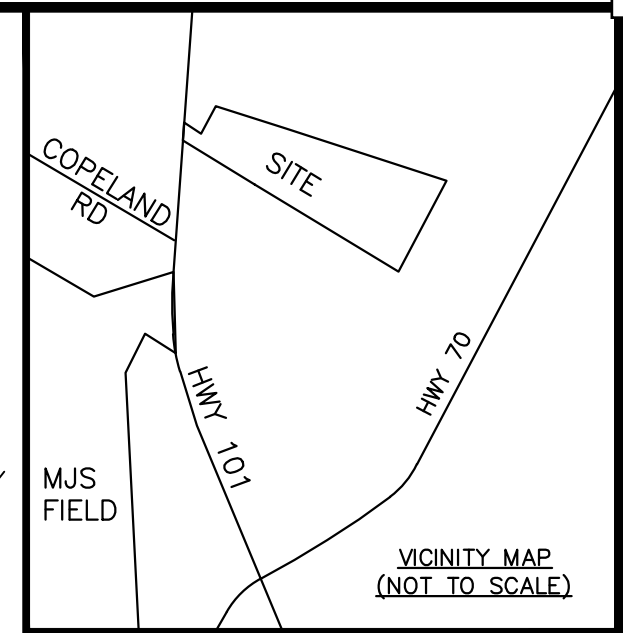
OWNER: DAVID W. WRIGHT
ADDRESS: 624 HIGHWAY 101 BEAUFORT, NC 28516

SURVEY NOTES:

- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND AND EXPRESSED IN FEET AND DECIMAL OF FEET.
- THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- PROPERTY CORNERS FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED HEREIN.
- OTHER THAN AS SHOWN AND LABELED ON THE SURVEY FROM TITLE REPORT, ROAD RIGHT OF WAY SHOWN IS APPARENT BASED ON THE PHYSICAL FIELD LOCATION OF THE ROAD.
- ALL PARCEL AREAS MATHEMATICALLY CLOSE GREATER THAN 1:10,000.
- NO NGS MONUMENTS FOUND WITHIN 2000'.
- AREA CALCULATED BY COORDINATE METHOD.
- LAND USAGE IS AGRICULTURAL.
- THERE ARE NO PROPOSED IMPROVEMENTS

LEGEND AND ABBREVIATIONS:

- IRON PIPE FOUND (IPF)
 - ⊙ 5/8" REBAR SET (RBS)
 - ⊙ IRON ROD FOUND (IRF)
 - DISK MONUMENT FOUND (AS NOTED)
- | | | | |
|------|-----------------------|-------|--------------------------------|
| PIN | PARCEL IDENTIFICATION | ----- | SUBJECT PROPERTY LINE |
| PG. | PAGE | ----- | ADJOINER PROPERTY LINE |
| D.B. | DEED BOOK | ----- | EXISTING APPARENT RIGHT-OF-WAY |
| B.M. | BOOK MAP | ----- | TIE LINE |
| N/F | NOW OR FORMERLY | ----- | |



CERTIFICATE OF APPROVAL BY THE PLANNING BOARD

THE BEAUFORT PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE SUBDIVISION.

DATE _____ CHAIRMAN, BEAUFORT PLANNING BOARD

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR BEAUFORT, NORTH CAROLINA, AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CARTERET COUNTY.

DATE _____ TOWN CLERK, BEAUFORT

CERTIFICATE OF OWNERSHIP AND DEDICATION

CERTIFICATE OF OWNERSHIP AND DEDICATION. I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISHED MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN.

DATE _____ OWNER(S) _____

STATE OF NORTH CAROLINA

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

REVIEW OFFICER _____ DATE _____

CERTIFICATION:

THIS PLAT WAS PREPARED FOR RECORDING IN ACCORDANCE WITH GS 47-30, AS AMENDED

GS 47-30 F(11)A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, JOHN E. KAUKOLA, JR. DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 OR GREATER; THAT THIS SURVEY WAS PERFORMED USING GNSS AND CONVENTIONAL SURVEY, THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.10FT + 50PPM
TYPE OF GPS FIELD PROCEDURE: VRS RTK, RAPID STATIC
DATES OF SURVEY: NOVEMBER, DECEMBER 2023
DATUM/EPOCH: NAD 83 (2011) / 2010.00
PUBLISHED/FIXED-CONTROL USE: NCBE CORS ARP
GEOID MODEL: 18
UNITS: US SURVEY FEET
SITE SCALE FACTOR: 1.0000824307

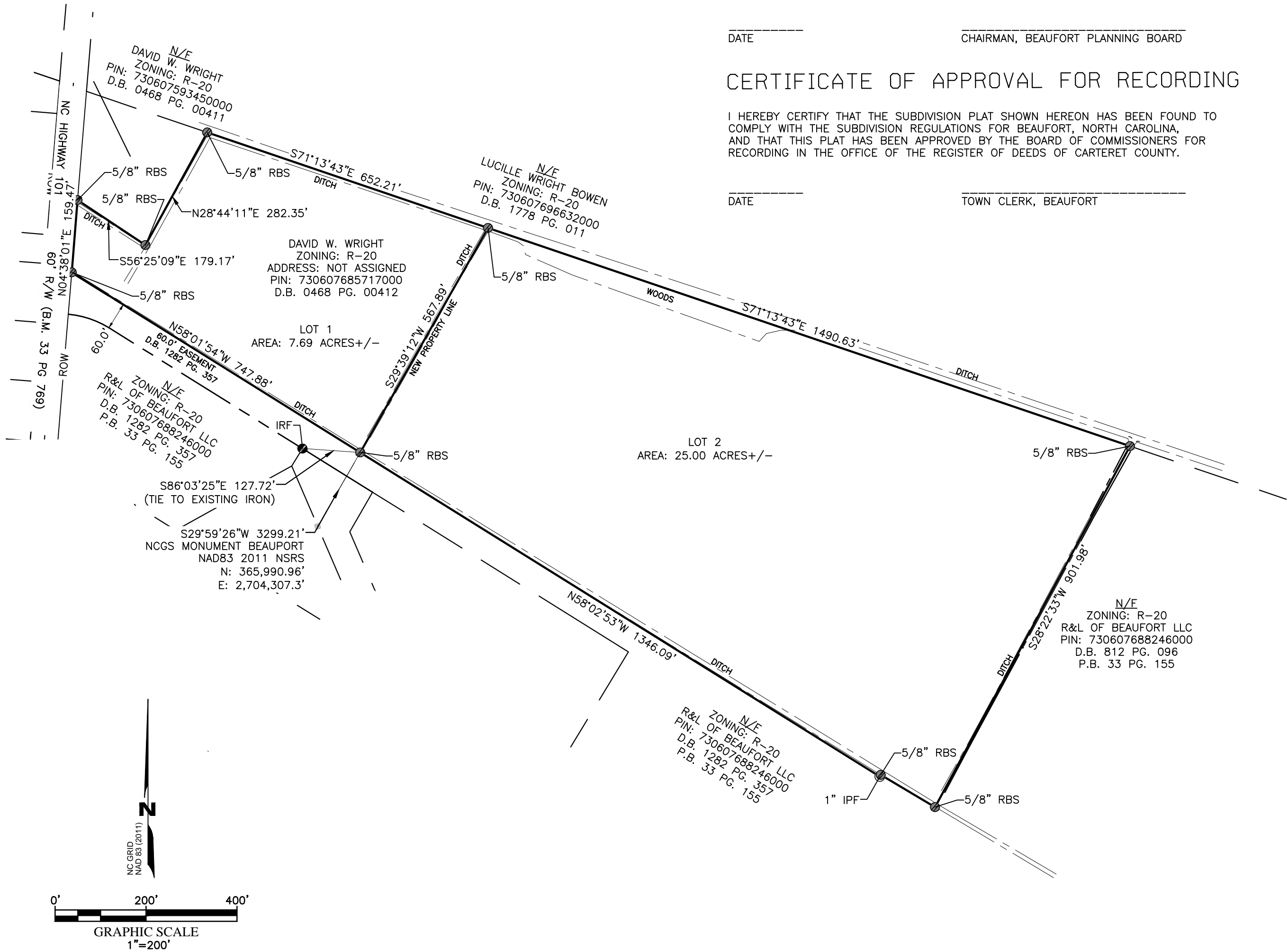
John E. Kaukola, Jr.
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-3999
john.kaukola@sam.biz
(919) 752-8765

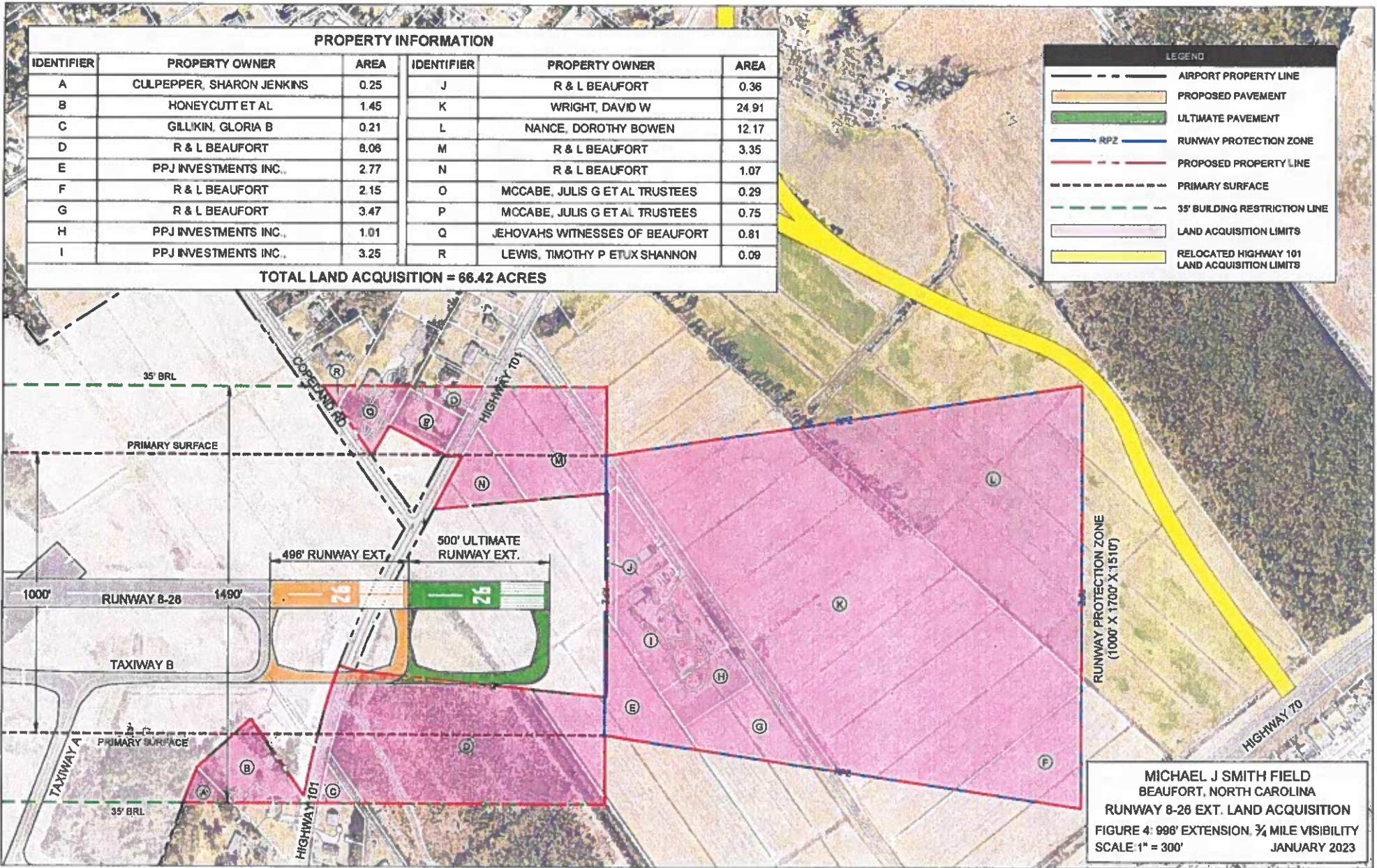
03/07/2024

SURVEYING AND MAPPING, LLC
F-1442



John E. Kaukola, Jr.





FAA ALP



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, April 8, 2024**

AGENDA CATEGORY: New Business

SUBJECT: Volunteer Board Appointments

REQUESTED ACTION:

Please make the following appointments using the attached list of applicants.

Board of Adjustment:

- (1) Alternate Member, 3-year term

Historic Preservation Commission:

- (1) Member, 3-year term
- (1) Member, to fulfill term ending January 31, 2025

SUBMITTED BY:

Elizabeth Lewis, Town Clerk

Applicant	Volunteer Board/Commission/Committee	Re-Appointment or New
Lauren Campbell	Historic Preservation Commission	New
Jonathan Haas	Historic Preservation Commission	New
Jessica Sabiston	Historic Preservation Commission	New
Charles Harrell	Board of Adjustment	New