



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, October 13, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

Roll Call

Agenda Approval

Proclamation Presentation

- [1.](#) White Cane Safety Day: October 15, 2025

Items of Consent

- [1.](#) Meeting Minutes: September 8th & 22nd
- [2.](#) 2026 BOC Meeting Schedule
- [3.](#) Capital Project Budget Amendment #4: Street Rehabilitation & Pedestrian Improvements
- [4.](#) Race to the North Pole Event Application
- [5.](#) Christmas Parade & Santa House Event Applications
- [6.](#) Resolution: Authorizing Donation of Surplus Rescue Equipment

Public Comment

Old Business

- | | |
|--|-----------|
| 1. TAFT Family Ventures, Development Agreement (Draft) | K. Garner |
| 2. USDA Interim Financing for the Water System Improvement Project | M. Zapp |
| 3. Crystal Coast Veterans Day Parade Request for 2025 Contribution | S. Harker |

New Business

- | | |
|---|---------|
| 1. F3 Marina Budget (Draft) | M. Zapp |
| 2. Resolution: Adopting a Town Vehicle and Equipment Replacement Policy | M. Zapp |
| 3. Sublease Agreement: 159 Turner Street Parking Lot | M. Zapp |

Manager Report

Mayor/Commissioner Comments

Adjourn



PROCLAMATION

Declaring October 15th as White Cane Safety Day

WHEREAS, the White Cane has become a symbol of mobility and independence for the Blind Walker; and

WHEREAS, the White Cane is an extension of the Blind Walker; and

WHEREAS, the White Cane provides assurance to the Blind Walker that the path forward is clear and safe; and

WHEREAS, the White Cane provides greater independence and societal inclusion to the Blind Walker; and

WHEREAS, to all those with sight, the white cane serves as a reminder of their responsibility to yield to and protect the safety of the Blind Walker; and

WHEREAS, the White Cane identifies the Blind Walker for the sighted to take action to ensure safe passage of the Blind Walker at designated road crosswalks; and

WHEREAS, once a White Cane walker has extended their White Cane into the crosswalk, all drivers shall come to a complete stop and remain fully stopped in all directions until the White Cane walker has fully completed their crossing; and

WHEREAS, the Guide Dog Walker and/or harnessed Guide Dog are stated as being equivalent to the extension of the White Cane, thus shall be granted all the rights bestowed upon the White Cane Walker under the NC White Cane Law; and

WHEREAS, drivers shall not block designated crosswalks in a manner that impedes straight line travel of the White Cane and/or Guide Dog Walker across full travel of crosswalk; and

WHEREAS, failure to comply with the NC White Cane Law is a citable unlawful offense; and

NOW, THEREFORE, I, Sharon Harker, Mayor of the Town of Beaufort of the State of North Carolina, do hereby proclaim October 15, 2025 as White Cane Safety Day within the Town of Beaufort NC, and invite all citizens to duly note this occasion.

Duly adopted this 13th day of October 2025.

Sharon E. Harker, Mayor



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

AGENDA CATEGORY: Items of Consent

SUBJECT: Meeting Minutes: September 8 & 22, 2025

REQUESTED ACTION:

Approval of draft minutes for the following meetings:

- September 8- Board of Commissioners Regular Meeting
- September 22- Board of Commissioners Work Session Meeting

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



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Board of Commissioners
Regular Meeting
6:00 PM Monday, September 08, 2025
Train Depot, 614 Broad Street

Call to Order/Pledge of Allegiance

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll:

PRESENT:

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

ABSENT: None

Agenda Approval

Items of Consent

1. Meeting Minutes: August 11 & 25, 2025
2. Rolling on Middle: Skate Event Application
3. Dia De Los Muertos Festival Event Application
4. FY 2026 Budget Amendment #1
5. Resolution: Financing with First Bank (Fuel Farm)
6. ARP Policies: Internal Control and Conflict of Interest

Commissioner Cooper made a motion to approve the Items of Consent as presented.
The motion carried unanimously with a (5-0) vote.

Public Comment

Melissa Oden: 1412 Averys Street, Morehead City, NC 28557

Melissa Oden from Purvis Chapel AME Zion Church thanked the Town of Beaufort for their dedicated support, help, and resources for the Purvis Heritage Picnic in the Park. She acknowledged that the event could not have been successful without the town's partnership and expressed appreciation for staff's assistance. Ms. Oden noted that communities have gotten away from coming together regardless of color, race, or creed, and events like the picnic show children what community is about. She presented a token of appreciation to the Board.

New Business

1. County Comprehensive Transportation Plan (CTP)

Kyle Garner, Planning Director, introduced the agenda item and recognized representatives from the North Carolina Department of Transportation (NCDOT), the Downeast Rural Planning Organization, and Carteret County. He noted the long-term collaborative work that had gone into updating the County's Comprehensive Transportation Plan, including public input sessions and coordination with all municipalities.

Ms. Amanda Killian of NCDOT presented the updated Carteret County Comprehensive Transportation Plan. She explained that the CTP is a high-level, long-range planning document that projects transportation needs over the next 25 to 30 years. She emphasized that it is not a prioritization or funding document, but rather the first step in positioning projects for future consideration. The plan is multimodal, addressing highway, bicycle, and pedestrian needs, and serves as an update to the 2014 Carteret County CTP.

Ms. Killian reviewed the timeline of the project's development, which included initiation and data collection between 2020 and 2023, monthly steering committee meetings and engineering analysis between October 2023 and April 2025, and four public input sessions held in May 2025, one of which took place in Beaufort. She stated that the purpose of the evening's presentation was to seek adoption of the plan by the Town of Beaufort before it proceeds to Carteret County for endorsement and subsequently to the North Carolina Board of Transportation for adoption.

In her presentation, Ms. Killian highlighted several projects of relevance to Beaufort, including Project 321, the Northern Carteret Bypass, which would upgrade portions of US 70 and NC 101 to interstate standards, and Project 330, improvements to NC 101 north of Beaufort, which proposes widening the roadway to four lanes with a multi-use path. She also reviewed the recommendations for expanded bicycle and pedestrian facilities, noting that some of these projects overlap with highway projects.

During discussion, members of the Board raised several concerns.

Commissioner Cooper inquired about the roundabout at Live Oak and Cedar Streets.

NCDOT staff confirmed that construction is anticipated to begin in mid-October 2025 and that final coordination with the contractor is underway to minimize disruptions to local businesses and maintain traffic access. Questions were raised regarding Circle Drive, with NCDOT indicating that access options are still under review. An informational meeting with the community is planned before construction begins.

Mayor Harker expressed concerns about the intersection at US 70 and Turner Street, citing its dangers for both motorists and pedestrians and noting her personal experience with an accident there. She emphasized the need for stronger pedestrian safety measures.

Commissioner Oliver drew attention to the Gallant's Channel and West Beaufort Road area, identifying it as a hazardous intersection that will only become more problematic as development in that area increases.

Commissioner Gillikin and others echoed concerns about the intersection of US 70 and NC 101, specifically noting poor visibility and safety risks.

Commissioner Spiegler suggested exploring the possibility of connecting Turner Street to West Beaufort Road Extension to reduce highway crossings by golf cart users and improve local access to the Maritime Museum Annex.

NCDOT staff acknowledged these concerns and indicated that while the CTP itself is a long-range planning document, some of the issues raised may be eligible for near-term safety projects through spot safety funds or other smaller programs.

The Board stressed the importance of maintaining access to businesses and residents during construction and called for proactive communication with the affected community. NCDOT representatives committed to continued coordination with Town staff and property owners.

Following discussion, Commissioner Gillikin made a motion to adopt the Carteret County Comprehensive Transportation Plan as presented, with the inclusion of the supporting resolution and the Town's comments and concerns as reflected in the meeting minutes.

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

2. Sewer Allocation Request: 801 Mulberry

Sam Bell, Town Engineer, presented a sewer allocation request for 801 Mulberry Street on behalf of the applicant, Philip Lewis of Beaufort Lewis Properties. The request was for 7,989 gallons per day of wastewater treatment capacity for development located outside of the project's original footprint.

Mr. Bell explained that the site lies within Town limits and qualifies as a Priority Level 1 request under the Town's allocation policy. He confirmed that all state permitting requirements had been satisfied, including wastewater, erosion and sedimentation, stormwater, and driveway permits, and that engineering plans and specifications had been approved by the Town. He noted that 7,500 gallons per day had previously been allocated to account for the site's historic use as a school and that this new request pertained to the planned townhomes and mixed-use development beyond the original footprint.

By way of background, Mr. Bell reminded the Board that in April 2022 the property was rezoned for a Planned Unit Development (PUD) and a master plan was approved, which included the areas outside of the original footprint. Redevelopment is well underway, with 34 condominium units under construction in the former school building, the gymnasium being converted into an event center, and the flower shop open and operational. In April 2025, utility plans for townhomes and mixed-use development were approved.

Mr. Bell reported that the request represents approximately one-half of one percent of the Town's total wastewater capacity of 1.5 million gallons per day, of which approximately 75.3 percent is currently in use.

Commissioner Cooper asked about the condition of Lift Station 7 and expressed concern about the Town funding infrastructure upgrades that would also benefit a private development.

He addressed concerns regarding Lift Station 7, which serves the site. He explained that the station, originally built in 1969, is the Town's top priority for replacement, but remains operational. In 2023, the pumps were rebuilt, increasing their capacity from 150 gallons per minute to 273 gallons per minute each, and performance since that time has been stable. He shared that plans and specifications for replacement of the lift station are complete, and the Town expects to advertise for bids within the next month.

Matt Zapp, Town Manager, advised that while cost estimates had originally been \$750,000, current projections range from \$1.5 million to \$3 million. He noted that the Town has approximately \$980,000 in capital reserves that could potentially be applied to the project if costs come in on the lower end, and emphasized that the lift station's replacement is a critical priority regardless of this particular development.

Commissioner Gillikin agreed that Lift Station 7 had long been identified as a replacement priority independent of this project and that the timing of the development coincides with that existing need.

Commissioner Oliver observed that while the lift station is aged, the rebuilt pumps are functioning adequately and capable of handling the proposed allocation.

Collectively, the Board commended the applicant for securing all necessary permits prior to seeking allocation, for preserving the historic school and gymnasium buildings, and for scaling down the rear portion of the property from what could have been over 200 townhomes to a less dense development more consistent with the surrounding community. Attention to site design, including preserving a large live oak tree during sidewalk installation, was also noted.

Ron Cullipher, representing the developer, spoke in support of the request. He explained that coordination with the Town regarding lift station capacity had occurred early in the project and that the development will be built in phases. Construction is expected to begin in the first quarter of 2026, meaning that wastewater flows will not be generated until after the Town anticipates completing the lift station replacement. He reiterated that the requested allocation is within the station's current capacity and will be introduced gradually as units are constructed.

Commissioner LoPiccolo made a motion to approve the request to allocate 7,989 gallons per day of wastewater treatment capacity for the development at 801 Mulberry Street.

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

3. Sewer Allocation Request: 265 & 275 Hwy 101

Mr. Bell presented a sewer reservation request for the properties at 265 and 275 Highway 101. He explained that the request falls under Priority Level 4 (speculative requests) in the Town's allocation policy, which allows applicants to request capacity reservations prior to significant investment in design and permitting.

He explained that the applicant sought a reservation of 16,380 gallons per day for a proposed development of 105 townhome units, representing approximately 1.1% of the Town's total wastewater treatment capacity. If approved, the applicant would be required to pay 20% of the calculated sewer development fees at the time of reservation and would have twenty-four months to secure necessary approvals, including rezoning, site plan approval, and state permits.

Mr. Bell reported that the Town's wastewater treatment plant has a permitted capacity of 1.5 million gallons per day, with current utilization at approximately 75.3%. Approval of this request would increase total committed flow to 76.9%. He noted that the site lies within Town limits, adjacent to existing sewer infrastructure, and is situated between the basins served by Lift Stations 9 and 10, with flows ultimately routed through Lift Station 7. At present, Lift Stations 7 and 10 have available capacity, while Lift Station 9 recently reflected a negative capacity due to temporary pump issues that have since been repaired, with updated data expected shortly.

Mr. Kevin Johnston, Chief Operating Officer of TAFT Family Ventures of Greenville, North Carolina, presented the development concept. He stated the project would be a for-rent townhome community featuring two- and three-bedroom units ranging from 1,800 to 2,300 square feet, with one- and two-car garages. He shared some planned amenities include a

pool house and potentially pickleball courts. Mr. Johnston indicated construction could begin in late summer 2026, with the first buildings coming online in summer 2027. The estimated total project cost is \$25 million.

Commissioner Oliver voiced strong interest in securing a workforce housing component, noting that housing for teachers, law enforcement, healthcare workers, and other essential personnel is a critical community need. He advised that incorporating workforce housing would significantly strengthen the proposal and urged the applicant to pursue a binding development agreement with enforceable commitments.

Commissioner Cooper echoed the concern, cautioning that market-rate rents in Beaufort often outpace what many residents can afford. He emphasized the need for attainable housing and encouraged the developer to consider dedicating a meaningful share of units for this purpose.

Commissioner Gillikin underscored the importance of memorializing any commitments through a written development agreement, citing prior experiences where informal assurances were not realized.

Commissioner Oliver asked if the applicant would be willing to undertake the process of drafting a pre-development agreement with the Town prior to any capacity approval.

Mr. Johnston responded that his company is willing to do so and has experience with similar agreements in other jurisdictions.

Commissioner Gillikin expressed concern about reserving sewer capacity for a speculative project without concrete commitments, stressing that capacity is limited and must be carefully managed. She noted that affordable housing aspects within the agreement would be more attractive, given the parcel is already located in the Town limits.

Mayor Harker highlighted that housing demand extends beyond higher-income professionals, noting that growth at Cherry Point and other regional employers will also increase pressure on housing for service-sector and public employees. She suggested exploring mechanisms such as partnerships with local employers or unit set-asides to reduce costs for the workforce.

Mr. Johnston reiterated his company's willingness to consider a binding agreement and noted that dedicating approximately 10% of the proposed units to workforce housing would add \$600,000 to \$700,000 in costs. He stated that TAFT would explore ways to make it feasible, including employer partnerships or preferred lease arrangements.

Following discussion, Commissioner Oliver made a motion to table the sewer reservation request for 265 and 275 Highway 101 pending submission and approval of an acceptable development agreement that included verbiage related to workforce housing.

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

4. Resolution: Petition for Annexation of 143 & 179 Pinners Point Road

Ms. Lewis presented a resolution regarding a petition for voluntary annexation submitted by the Cullipher Group on behalf of property owner Roberta D. West and client Britt Development Company for property located on Pinners Point Road totaling approximately 31.83 acres. Ms. Lewis explained that this was the first step in the annexation process, requiring the Board to instruct the Town Clerk to investigate the sufficiency of the petition.

Ron Cullipher, representing the applicant, stated that the property lies within the Town's ETJ, located near Food Lion and behind the State Employees' Credit Union. He emphasized that the request was the first procedural step to allow for future development with municipal services. He further noted that the applicant has been working with the Coastal Federation and Dr. Judd Kenworthy on conservation concepts, including a

proposed upland stormwater wetland and dedication of approximately 10 acres within the Natural Infrastructure Zone (NIZ) as a permanent conservation area.

Dale Britt of Britt Development Company elaborated that the development concept envisions approximately 41 single-level duplex units with two-car garages, along with 3 acres near Live Oak Street set aside for potential commercial use. He reiterated that all development would occur outside the NIZ and that the conservation area would remain undisturbed.

Commissioner Cooper expressed strong concern about any development along Gibbs Creek, noting his longstanding desire to preserve what he described as one of the last pristine creeks in Beaufort. He stated he could not support annexation that might allow for construction impacting water quality.

Commissioner Gillikin voiced opposition based on the Town's limited sewer capacity, referencing the proximity to the 80% wastewater threshold and the Board's commitment to prioritize in-town projects.

Commissioner Spiegler acknowledged the applicant's collaborative work with the Coastal Federation and the potential for positive conservation measures, but echoed concerns about limited sewer capacity.

Commissioner Oliver noted that only a small portion of the Town's wastewater flow represents actual effluent, with the remainder attributable to inflow and infiltration. He encouraged the applicant to lend professional expertise toward long-term stormwater and sewer solutions, suggesting that the project could be a model if paired with exemplary environmental protection measures.

Commissioner LoPiccolo encouraged consideration of potential community benefits, including the possibility of coordinating with the Tiller School, which has long sought additional property for playground space.

Commissioner Gillikin emphasized that while annexation could not be supported under current capacity limitations, the applicant's proposals for conservation and collaboration might serve as an example of desirable development if sewer capacity improves in the future. He underscored the importance of innovative approaches to protect water quality along the North River.

Mr. Grady clarified that annexation is a legislative act of the Board and cannot be made conditional on specific commitments by the applicant. He explained that a voluntary annexation petition must be voted on directly, either accepted or denied, without binding conditions. While the applicant may share intentions or conceptual plans, these have no legal force at the annexation stage. Development commitments can only be secured later through rezoning approvals, site plans, or a separate pre-development agreement. He noted that pre-development agreements may be used as a tool, but annexation itself cannot be contingent upon them.

Commissioner Gillikin further stated that she would not support annexation unless the Town could work with the developer to address sewer capacity issues, suggesting that the developer might contribute financially toward needed improvements. She added that any annexation should also demonstrate exemplary environmental protection and conservation practices, noting those two factors as essential if the Board were to consider moving forward.

Commissioner Oliver made a motion to table any action associated with instructing the Town Clerk to investigate the sufficiency of the annexation petition.

The motion carried with a (4–1) vote.

Voting Yea: Commissioner Oliver, Commissioner Spiegler, Commissioner Gillikin, Commissioner LoPiccolo. Voting

Manager Report

1. Recognition of Public Beach and Coastal Waterfront Access Grant Award

Mr. Zapp reported that the Town has been awarded a \$120,000 grant for improvements at Ann Street Park. He informed the Board that NCDOT will hold a public engagement session on the proposed Live Oak roundabout later in September.

Mr. Zapp stated that the transition of the Beaufort Town Docks is proceeding smoothly, with insurance measures in place to ensure protection when the transfer takes effect on January 1, 2026. He noted that more than 80 applications were received for the Community Engagement Director position, with interviews in progress and an anticipated hire by late October.

Mr. Zapp shared the Beaufort Garden Club received permission to place small signs, approximately 9x9 inches, within flower bed areas to highlight their beautification work. He concluded his report by sharing that the Town's newsletter has been distributed with utility bills as well as electronically.

Mayor/Commissioner Comments

Commissioner Cooper: No comments.

Commissioner Gillikin: No comments.

Commissioner LoPiccolo: No comments.

Commissioner Spiegler: Thanked everyone who participated in the meeting.

Commissioner Oliver: No comments.

Mayor Harker reported that she attended the kickoff meeting for the Beaufort Garden Club on September 4, where she presented a proclamation declaring September 4 as Beaufort Garden Club Appreciation Day. She announced that a 9/11 remembrance ceremony will be held on Thursday at 10:20 a.m.

Mayor Harker noted that Hispanic Heritage Month runs from September 15 through October 15 and that she will present a proclamation at the Nuestra Fiesta Latina event on September 27 at the Crystal Coast Civic Center. She stated that she will serve as the guest speaker at the NAACP Women of Excellence program on September 27 at the Leon Mann Center. She also reported that she toured the NOAA facility, which received \$2 million in funding for demolition of Building #2, but emphasized the continued need for advocacy to secure funding for rebuilding.

Mayor Harker expressed condolences to the Knox family on the passing of Tommy Knox, recognized as "the face of the hospital" and remembered for his compassion.

Closed Session

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

Commissioner Cooper made a motion to enter closed session pursuant to NCGS 143-318.11 (a) (3) and to discuss the case Laura Holland/Southgate Management vs. Town of Beaufort.

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

Adjourn

Commissioner Cooper made a motion to adjourn the meeting at 8:58 PM.

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

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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Board of Commissioners Work Session
4:00 PM Monday, September 22, 2025
Train Depot, 614 Broad Street

Call To Order

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

Roll Call

Elizabeth Lewis, Town Clerk, called the roll.

PRESENT:

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

ABSENT: None

Agenda Approval

Commissioner Cooper made a motion to approve the agenda.

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

Items of Consent

1. ECHS Homecoming Parade Application
2. Maritime Museum's Wooden Boat Show Application
3. Street Sweeper MOA/MOU: Town of Cedar Point
4. Tuition Reimbursement Contract
5. Ann Street Park Project: Grant Award Resolution & Budget Amendment
6. HMGP Advance Assistance Resolution
7. Personnel Policy Amendment: Section 23 A. Medical Leave- Return to Work

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

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

Presentations

1. 2025 Municipal Public Education and Outreach
 - a. Caitlin Sabadish, Carteret County Board of Elections

Caitlin Sabadish from the Carteret County Board of Elections provided an overview of the 2025 municipal election. She explained that the town charter outlines a 4-year term for mayor and 5 commissioners elected on an alternating schedule. Two commissioner seats are available in this election with three candidates filing. The election will be nonpartisan plurality, meaning no party affiliations will appear on the ballot. Sabadish offered details related to early voting and voting on election day. She shared resources with the Board and the public and offered her contact information should there be further questions.
2. Crystal Coast Veterans Day Parade Request for 2025 Contribution
 - a. Chairman, Pete Benton

Pete Benton, Chairman of the Veterans Day Parade, presented information about North Carolina's longest-running and largest Veterans Day parade, now in its 28th year.

The Board thanked Benton for his service, with Mayor Harker confirming Beaufort would participate in the parade on November 8, 2025.

Items for Discussion and Consideration

1. The Enclave at Beaufort Club: Developer Request

Kyle Garner, Planning Director, presented a request from developer Todd Saieed regarding the Enclave at Beaufort Club. He explained that the Board had previously approved a preliminary plat for seventy-nine single-family residential units, which included an access road connected to Cedar Avenue. Following that approval, discussions with NCDOT revealed that opening Cedar Avenue as a public access would require an estimated \$1.5 million in improvements to Highway 70, including the construction of deceleration and acceleration lanes. Mr. Garner noted that the development currently includes 178 existing homes, with 29 lots available for construction, and the 79 lots within the Enclave, for a total of 285 lots at buildout. He further explained that the Fire Department had conducted a response time analysis, which underscored the need for an emergency access in accordance with state fire code requirements mandating two separate access roads once a development exceeds 100 dwelling units.

Mr. Saieed addressed the Board and stated that the developer had agreed to construct a heavy-spec gravel emergency access road at a cost of approximately \$320,000. However, DOT's determination that a full public connection would require \$1.5 million in additional improvements made such an option financially unworkable. He requested that the project revert to the original plan for Cedar Avenue to serve as emergency access only. He also informed the Board that the development group is actively pursuing options to acquire property for a future permanent entrance off Highway 70 to serve additional phases of the project, and that they intend to reduce the originally approved PUD from 1,500 units to approximately 800.

Commissioner Cooper emphasized the importance of a second access point for public safety, citing his own past experience living in a community with only one entrance.

Commissioner Gillikin expressed concern that Cedar Avenue, with its dangerous curve and history of serious accidents, was not an ideal location for regular traffic, though it could serve adequately as an emergency entrance.

Commissioner Spiegler stressed the importance of ensuring that emergency access remain available in the future even if a permanent entrance were built elsewhere.

Commissioner Oliver asked questions regarding the adequacy of a future northern entrance to meet fire code separation requirements and made clear that any additional approvals for new phases of development would be contingent on the construction of a permanent secondary access.

Fire Marshal, John Pinder, addressed the Board and confirmed that under Chapter 5 of the 2018 North Carolina Fire Code, developments of more than 100 dwelling units are required to provide two separate fire apparatus access roads, separated by one-half of the overall diagonal of the property. He stated that the proposed emergency access connection at Cedar Avenue would satisfy the fire code for the present phase of development. He further explained that while the access would be restricted to emergency use, the Fire Chief or Fire Marshal would have authority during certain emergencies, such as evacuations, to open the gate and direct residents to use the road for egress.

After extensive discussion, the Board acknowledged that emergency access at Cedar Avenue would meet the immediate code requirements, while also emphasizing that future approvals beyond the current 285 lots would require establishment of a permanent secondary access to the north.

Commissioner Oliver made a motion to amend the prior approval so that the Cedar Avenue connection shall be constructed and maintained as emergency access only, not public access. The motion was amended to clarify that this emergency access shall not be closed in the future unless and until a new permanent access meeting all applicable fire code requirements are constructed and operational.

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

2. CIP Approval

Matt Zapp, Town Manager, presented the Capital Improvement Plan, explaining its critical importance for grant applications where missing a CIP can cost 20-30 quality points. He went through the details of the plan as included in the meeting packet, first starting with the General Fund. He noted that the waterfront related cost had been added new fund. He also discussed storm water, water and sewer and noted the need for street paving in the current and upcoming budgets.

Commissioner Oliver noted the potential to address some street paving needs through the sale of 611 Front Street. He emphasized the need to evaluate water operations costs for Police and Fire Departments and warned of impending rate discussions for 2026-2027.

Commissioner LoPiccolo inquired about waterfront assessments, with Mr. Zapp confirming Moffitt & Nichol were in the process of updating their analysis with October 2025 costs.

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

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

3. Draft LDO Amendments - Accessory Mobile Vending Space with SUP

Michelle Eitner, Town Planner, presented the second-phase framework to modernize itinerant merchant/mobile vending regulations. She explained that, after the Board's short-term amendments to Chapter 113 earlier in 2025, staff now proposes to regulate mobile vending spaces through the Land Development Ordinance (LDO) as an accessory use allowed only by Special Use Permit (SUP) in selected non-residential zoning districts—Transition (TR), Cedar Street Mixed-Use (CS-MU), Historic Business District (H-BD), General Business (B-1), Business Waterfront (B-W), Light Industrial (L-I), and Industrial Warehouse (I-W)—and to exclude residential districts, PUD and TCA districts (largely residential), the Historic Waterfront Business District (H-WBD), and overlay/conservation areas.

She reviewed a draft definition of “Mobile Vending” tailored to land-use (not tax/licensing) and noted the proposal carries forward appropriate exclusions such as farmers markets, charitable sales, yard sales, flea markets, and private catering for closed events.

Ms. Eitner described reduced application requirements for accessory use SUPs in lieu of a fully engineered plan, and summarized use-specific standards. She outlined the review timeline, noting it would need to go to the Planning Board for review. As context, she noted staff paused in 2024 to watch the Jacksonville food-truck litigation and has drafted to avoid the most litigated elements there.

The Board engaged in detailed discussion. Commissioner Oliver critiqued the definition’s wordiness, recommending deletion of “permanent or temporary basis” as redundant and asking that phrasing like “on the premises of a different established fixed business” be clarified. He also pointed out yellow highlighting in tables that did not correspond to “S” (Special Use) designations and asked why H-WBD was excluded; he requested that the zoning tables, overlay references, and the color-keyed map be reconciled for consistency.

Commissioner LoPiccolo sought clarity on public-property use via encroachment agreements and the added approvals that would entail.

Ms. Eitner explained an encroachment agreement would provide the legal authority to apply for an SUP on a defined public area, and the Town Attorney confirmed the ordinance should expressly preserve that option for case-by-case Board decisions.

Commissioner Spiegler questioned the draft provision requiring mobile vending to operate only while the principal business is open, noting late-evening demand from service-industry workers.

Planning staff agreed that tying hours could be handled as a site-specific SUP condition rather than a blanket rule.

Commissioner Gillikin asked how, in practice, encroachment agreements would interact with the SUP process, who should apply (vendor vs. property owner) and whether a single property could be approved for multiple mobile vending spaces.

Ms. Eitner confirmed the intent is to regulate the site, not individual trucks, so the property owner/host business would be the applicant, and the ordinance language can be adjusted so one SUP can cover multiple spaces on a site, with site-specific review of circulation and safety.

Commissioner Gillikin referenced other communities that cap the number of trucks per acre, while adopting a numeric cap was not proposed, the Board asked staff to ensure the draft does not preclude multi-space requests within one SUP.

Commissioner Cooper asked whether Cedar Street Mixed-Use zoning would allow trucks to operate in the public right-of-way on Cedar Street; staff clarified the proposal does not allow vending in rights-of-way absent Board-approved encroachment and remains focused on private property as an accessory use.

Both Commissioner Cooper and Commissioner LoPiccolo raised concerns about enforcement capacity and monitoring.

Ms. Eitner noted the standard LDO compliance pathway and Code Enforcement Officer oversight, including a compliance period followed by potential fines up to \$500/day for continuing violations.

The Board explored scenarios such as a bank lot after hours and asked staff to fine-tune the parking/circulation standard, so it protects the principal use without unintentionally blocking reasonable after-hours operation.

Arey Grady, Town Attorney, addressed the Jacksonville litigation, emphasizing it was decided at the motion-to-dismiss stage and remains unresolved. He highlighted the three

areas that drew judicial scrutiny there and stated Beaufort's draft avoids those pitfalls. In his view, the proposal, particularly with the Board's refinements, is on solid footing.

Following discussion, the Board provided direction to staff to: (1) revise the definition for clarity and brevity (including removal of unnecessary phrases and striking references to vacant lots, which cannot host an accessory use); (2) reconcile the map, tables, and overlay depictions to ensure internal consistency; (3) remove the blanket requirement tying mobile-vending hours to the principal use and instead rely on SUP conditions as warranted; (4) expressly allow applicants to request multiple mobile vending spaces under a single SUP; and (5) preserve the encroachment agreement pathway in the ordinance language for potential public-property/right-of-way requests, subject to case-by-case Board approval.

Staff confirmed these edits would be incorporated for upcoming Planning Board review and back to the Board of Commissioners to follow.

No formal action was taken.

4. Godette Hotel (400 Pollock) Encroachment Agreement

Mr. Grady updated the Board on the Godette Hotel situation. Despite the Board's summer requirement for a rehabilitation schedule within 30 days of encroachment agreement approval, the owner's attorney responded that they would not provide a schedule unless the encroachment agreement was recorded first. The email claimed the owner couldn't secure engineers or architects without the resolved encroachment issue, though Mr. Grady noted that she had owned the building since 2021 and the encroachment discussion began in spring 2024.

Mr. Grady explained enforcement options under 160D, including demolition or receivership for stabilization. The receivership could secure the structure with exterior repairs and waterproofing but would not renovate the building. He reminded the Board that previous engineering studies in 2017-2018 concluded renovation was not economically feasible.

Mayor Harker reminded the group that the current owner had purchased the property with Preservation NC's help days before scheduled demolition over four years ago. She shared that communication with Preservation NC has been unsuccessful, with phone calls unreturned and requests for their agreement documentation denied.

Commissioner LoPiccolo expressed disappointment that a developer selected by Preservation NC to preserve the property had failed to act, noting the building's importance to community identity. He characterized the pattern of continuous new demands without reciprocal action as concerning.

The Board discussed various aspects including the Town's investment in new water and sewer infrastructure during the Cedar Street renovation, the building's partial encroachment on town property, reduced property value if demolished due to current setback requirements, and the estimated \$18,000 demolition cost.

Commissioner Oliver advocated formal notice to the owner of pending demolition proceedings, suggesting this might prompt action as it had previously.

Mayor Harker expressed reluctance but agreed, emphasizing the need for concrete timelines rather than continued negotiations.

The Board reached consensus by directing staff to send a formal letter giving the owner 30 days' notice that the Board will make a decision regarding demolition of the 400 Pollock Street building at their November 10th Regular Meeting. It was noted the letter should copy all interested parties including Preservation NC.

5. Cedar Street Business Corridor Proposal

Commissioner Cooper presented his vision for transforming Cedar Street into a small business corridor celebrating its unique African American history. He explained Cedar Street was once a fully Black community that has changed over time through property sales. He highlighted Mount Zion church celebrating its 160th anniversary in November, having remained in the same location throughout. He referenced the 2018 Cedar Street and Live Oak plan, noting much had been implemented. He identified vacant lots with development potential and suggested the parking area could host food trucks serving courthouse employees. He emphasized creating economic opportunities and walkability while preserving heritage, stating this would allow future generations to benefit from both economic development and living history. He noted limited available space on Cedar Street but significant potential for transformation.

Commissioners praised the vision, with Commissioner Spiegler suggesting consideration for Main Street application in two years with Front and Cedar Street as dual business corridors.

Mayor Harker suggested the Town might provide resources even if not funding, particularly for historic designations that could unlock grant opportunities.

No action was taken.

Staff Comments

No staff comments were provided.

Adjourn

Commissioner Cooper made a motion to adjourn at 7:07 PM.

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

Sharon E. Harker, Mayor

Elizabeth Lewis, Town Clerk



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

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

AGENDA CATEGORY: Items of Consent
SUBJECT: 2026 BOC Meeting Schedule

REQUESTED ACTION:

Approval of the attached 2026 Board of Commissioners Meeting Schedule which reflects all regular meetings and work session dates.

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

TOWN OF BEAUFORT
BOARD OF COMMISSIONERS
2026 MEETING DATES

Location: Beaufort Train Depot- 614 Broad Street, Beaufort, NC 28516

Regular Meeting
2nd Monday, unless otherwise
noted

Work Session
4th Monday, unless otherwise
noted

January 12, 2026

January 26, 2026

February 9, 2026

February 23, 2026

March 9, 2026

March 23, 2026

April 13, 2026

April 27, 2026

May 11, 2026

*May 26, 2026

June 8, 2026

June 22, 2026

July 13, 2026

July 27, 2026

August 10, 2026

August 24, 2026

September 14, 2026

September 28, 2026

October 12, 2026

October 26, 2026

November 9, 2026

November 23, 2026

December 14, 2026

*December 21, 2026

Time: 6:00 pm

Time: 4:00 pm

**Moved due to holiday schedule*



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, October 13, 2025
Train Depot, 614 Broad Street
Beaufort, NC 28516

AGENDA CATEGORY: Items of Consent
SUBJECT: Capital Project Budget Amendment #4 – Street Rehabilitation and Pedestrian Improvements (Fund 61)

BRIEF SUMMARY:

The Town partnered with the NC Coastal Federation to install pervious concrete in the parking lanes on Orange Street. This budget amendment is necessary to recognize grant funds from Coastal Federation. The grant funds have already been received.

REQUESTED ACTION:

Approve Capital Project Budget Amendment #4

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 #4
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 Coastal Federation for Cedar Street.

<u>INCREASE</u>	
GRANT PROCEEDS	\$75,000
TOTAL REVENUE	\$ 75,000

SECTION II: EXPENDITURES

<u>INCREASE</u>	
CONSTRUCTION	\$ 75,000
TOTAL EXPENDITURES	\$ 75,000

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 13th day of October 2025.

ATTEST:

Elizabeth Lewis
Town Clerk

Sharon E. Harker
Mayor



Town of Beaufort, NC

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

**Board of Commissioners
Regular Meeting
6:00 PM – Monday, Oct. 13, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Race to the North Pole

The Holland Shepherd Group has submitted an event application to host their annual fundraising Race to the North Pole event on Saturday, Dec. 13, 2025 in the West Parling lot in Beaufort. The coordinators for this event is the Holland Shepherd Group Real Estate.

This longstanding event anticipates an estimated 100-150 people to attend. The proposed event is from 10-11 a.m. with setup beginning at 7 a.m. and breakdown ending by 1 p.m. During the event, local celebrities race tricycles in the parking lot and the community donates bicycles on behalf of the participants.

Requests of the Town:

- Closure of the West Parking Lot from 6 a.m.-1 p.m. on Dec. 13, 2025

The Town's Emergency Services Departments have reviewed the application and do not have any issues.

This event is always well-coordinated. Staff doesn't foresee any issues.

SUBMITTED BY: Rachel Johnson, Public Information Officer

Date Application Received:

4.

Permit Number:



2025

APPLICATION FOR SPECIAL EVENT PERMIT

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

Events Coordinator, Town of Beaufort

701 Front Street

P.O. Box 390

Beaufort, NC 28516

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

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

EVENT BASICS

Event Name: Race to the North Pole

Location of Event Site: West Parking Lot

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

Run by: Holland Shepard Group Real Estate

Applicant (Organizer) Name: Beth Shepard Contact # 252-504-2400

Day of Event Contact #: 252-723-8067 Email: bethshepard@kw.com

Type of Event:

- Festival
- Parade
- 5K Race
- 10K Race

- Music Event
- Other Tricycle Race / Fundraiser / Bike Drive for Toys for Tots

Actual Event Date(s): 12/13/25 Time of Event: 10-11 am
 Set-Up Date: 12/13/25 Start Time: 7am
 Tear Down Date: 12/13/25 End Time: 1pm
 Estimated Attendance: 100-150 Admission Fees: None

Event Description:

Annual fundraiser event to collect bicycles for Toys for Tots. Local celebrities will race kids sized tricycles in a series of heats. The heat winners will race to determine the over-all winner. This is the 12th year for the Race to the North Pole. Over 300 bicycles were collected last year for Toys for Tots.

ORGANIZER/APPLICANT INFORMATION

Name of Organization: Holland Shepard Group Real Estate
 Primary Contact Person: Beth Shepard
 Mailing Address: PO Box 2070, Beaufort NC 28516
 Email: bethshepard@kw.com
 Daytime Phone #: 252-504-2400 Cell Phone #: 252-723-8067
 Alternate Contact Person: Micoh Shepard Phone #: 252-723-8066
 Is your group a non-profit organization? NO If yes, please provide documentation with your application.

SITE PLAN

Site Plan Attached

- Yes
- No

(If you need help, please set up a meeting with the Town of Beaufort's Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

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

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

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

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

OTHER EVENT DETAILS

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

N/A

Will there be canon/re-enactment fire during your event? NO If yes, please coordinate with the Beaufort Fire Department for safety procedures.

ALCOHOL

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

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

x Both Shepard (Applicant's Signature)

ROAD CLOSURES

Does your event require a road closure? ___ YES NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time

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

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

PARKING/PARKING LOTS

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

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

West Parking lot

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

N/A

Bicycle Parking: Yes _____ No

Additional Handicap Parking: Yes _____ No Location: _____

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

PARADE/WALK INFORMATION

N/A

Parade Assembly Area: _____ Time: _____

Parade Dismissal Area: _____ Time: _____

Parade Start Time: _____

EMERGENCY MANAGEMENT

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

Designated Emergency personal/liaison (onsite): _____

Cell #: _____ Other Contact: _____

How will your event staff react to severe weather?

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

RISK ASSESSMENT

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

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

TENTS

Will you have tents at your event? _____ YES NO

Please list the tent sizes: _____

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

FOOD

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

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

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

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

VENDORS

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

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

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

CHECKLIST

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

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

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

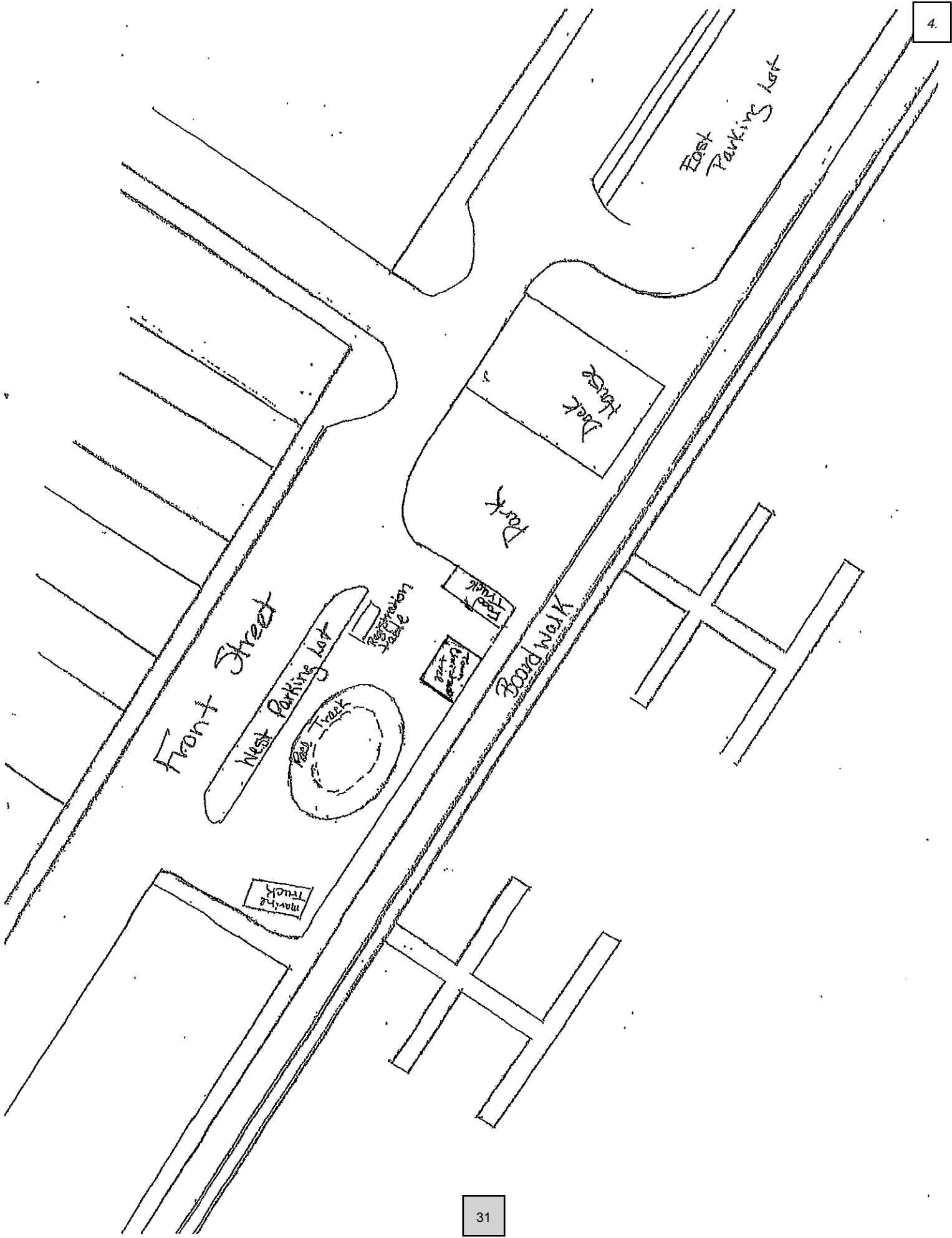
Applicant's Signature *Beth Shepard* Date *9/29/2025*

Internal Use Only

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

Permit Issue Date: _____
Authorized Signature: _____

Insurance Certificate: Yes ___ No ___
 Permit Fee: Yes ___ No ___
 BOC Approval Date: _____
 Police Chief Approval: _____
 Fire Chief Approval: _____





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, Oct. 13, 2025**

AGENDA CATEGORY: Items of Consent
SUBJECT: Christmas Parade & Santa House

The Beaufort Business Association has submitted applications to host their annual Christmas Parade and Santa House. The Christmas parade is scheduled for 12 p.m. on Saturday, Dec. 6, 2025, with the line-up beginning at 11 a.m.

The parade route will begin at Front and Gordon Street, with the line-up proceeding East of this intersection. Due to water & sewer construction on Turner Street, the parade's ending route will change this year, concluding by turning off of Front Street and right onto Orange Street.

The Santa House request is to utilize John Newton Park for the setup of the Santa House, which will host Santa and his elves on the following dates: 1-3 p.m. Nov. 28, 29, Dec. 6, 13 & 20. Santa is available on those dates for photos with Santa at no charge.

Public Works staff will make necessary arrangements to transport and set up the Santa house. The Santa house does need electricity.

Traditionally, the Town has not charged the BBA for the staffing and electricity associated with either of these events.

The Town's Emergency Services Departments have reviewed the applications and do not have any issues.

SUBMITTED BY: Rachel Johnson, Public Information Officer

Date Application Received:

5.

Permit Number:



APPLICATION FOR SPECIAL EVENT PERMIT

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

Events Coordinator, Town of Beaufort
 701 Front Street
 P.O. Box 390
 Beaufort, NC 28516
 Phone: (252) 728-2141 Email: r.johnson@beaufortnc.org

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

EVENT BASICS

Event Name: Beaufort Business Association Christmas Parade

Location of Event Site: Start at Gordon Road and End on Turner Street at Courthouse

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

Run by: Beaufort Business Association

Applicant (Organizer) Name: Kristen Prescott Contact # 252-675-9231

Day of Event Contact #: 252-675-9231 Email: kristen@beauforteventrentals.com

Type of Event:

- Festival
- Parade
- 5K Race
- 10K Race

- Music Event
- Other _____

Actual Event Date(s): 12/6/25 Time of Event: 12:00

Set-Up Date: 12/6/25 Start Time: 11:00 Line Up

Tear Down Date: 12/6/25 End Time: 1:00 ends at courthouse

Estimated Attendance: 800 Admission Fees: X

Event Description:
Beaufort Christmas parade featuring local businesses and community leaders

ORGANIZER/APPLICANT INFORMATION

Name of Organization: Beaufort Business Association

Primary Contact Person: Kristen Prescott

Mailing Address: 1003 Lennoxville Rd, Beaufort, NC 28516

Email: kristen@beauforteventrentals.com

Daytime Phone #: 252-675-9231 Cell Phone #: 252-675-9231

Alternate Contact Person: Trey Hardesty Phone #: 252-916-1255

Is your group a non-profit organization? yes If yes, please provide documentation with your application.

SITE PLAN

Site Plan Attached

- Yes
- No

(If you need help, please set up a meeting with the Town of Beaufort’s Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

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

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

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

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

OTHER EVENT DETAILS

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

Will there be canon/re-enactment fire during your event? No If yes, please coordinate with the Beaufort Fire Department for safety procedures.

ALCOHOL

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

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

X Kristen Prescott (Applicant's Signature)

ROAD CLOSURES

Does your event require a road closure? YES NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time
Front Street	11:00 Line Up	12:00pm	1:00pm	1:00pm
Turner Street	11:00 Line Up	12:00pm	1:00pm	1:00pm

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

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

PARKING/PARKING LOTS

5.

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

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

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

Bicycle Parking: Yes _____ No _____

Additional Handicap Parking: Yes _____ No _____ Location: _____

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

PARADE/WALK INFORMATION

Parade Assembly Area: Gordon Street Time: 11:00 Line Up

Parade Dismissal Area: Courthouse Time: 1:00pm

Parade Start Time: 12:00pm

EMERGENCY MANAGEMENT

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

Designated Emergency personal/liaison (onsite): Kristen Prescott/Trey Hardesty

Cell #: 252-675-9231 Other Contact: 252-916-1255

How will your event staff react to severe weather?
Cancel Event

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

Facebook post before event starts

RISK ASSESSMENT

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

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

TENTS

Will you have tents at your event? _____ YES _____ NO

Please list the tent sizes: _____

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

FOOD

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

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

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

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

VENDORS

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

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

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

CHECKLIST

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

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

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

Applicant's Signature *Kristen Prescott* Date 9/10/25

Internal Use Only

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

Permit Issue Date: _____
 Authorized Signature: _____

Insurance Certificate: Yes ___ No ___

Permit Fee: Yes ___ No ___

BOC Approval Date: _____

Police Chief Approval: _____

Fire Chief Approval: _____

Date Application Received:

5.

Permit Number:



APPLICATION FOR SPECIAL EVENT PERMIT

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

Events Coordinator, Town of Beaufort
 701 Front Street
 P.O. Box 390
 Beaufort, NC 28516
 Phone: (252) 728-2141 Email: r.johnson@beaufortnc.org

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

EVENT BASICS

Event Name: _____ Santa's Workshop _____

Location of Event Site: _____ John Newton Park _____ (If
 more than one site is being requested please be specific and list each one individually below)

Run by: _____ Beaufort Business Association _____

Applicant (Organizer) Name: _____ Kristen Prescott _____ Contact # _____ 252-675-9231 _____

Day of Event Contact #: _____ Kristen Prescott _____ Email: _____ kristen@beauforteventrentals.com _____

Type of Event:

- Festival
- Parade
- 5K Race

- 10K Race
- Music Event
- Other Santa's Workshop

Actual Event Date(s): 11/28, 11/29, 12/6, 12/13, 12/20 Time of Event: 11:00-3:00pm

Set-Up Date: 11/24 week Start Time: 9:00am

Tear Down Date: 1/2 weekend End Time: 5:00pm

Estimated Attendance: 100 Admission Fees: X

Event Description:

Santa's workshop where children and adults will gather to see Santa, When santa is not schedule a scavenger hunt will be provided, on small business Saturday 11/29 we will have local fishermen sell shrimp and Oysters by the Pound/Bushel

ORGANIZER/APPLICANT INFORMATION

Name of Organization: Beaufort Business Association

Primary Contact Person: Kristen Prescott

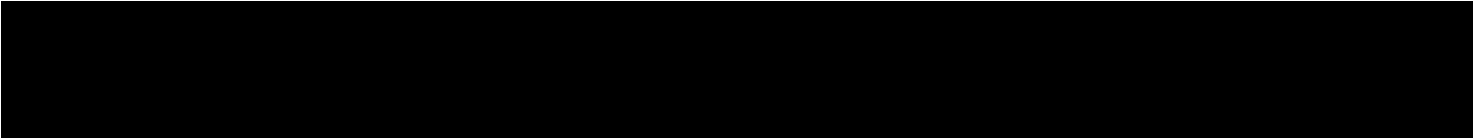
Mailing Address: 1003 Lennoxville Road

Email: kristen@beauforteventrentals.com

Daytime Phone #: 252-675-9231 Cell Phone #:

Alternate Contact Person: Trey Hardesty Phone #: 252-916-1255

Is your group a non-profit organization? Y If yes, please provide documentation with your



Site Plan Attached

- Yes
- No

(If you need help, please set up a meeting with the Town of Beaufort's Events Coordinator)

A detailed site plan must be included with your event application. The following, should they be relevant, must be included in your Site Plan.

- Location of all tents and temporary structures
- Location of requested barricades and road closures
- Emergency exits
- Fire extinguishers, propane storage
- Location of command post, medical & first aid station, emergency vehicle access points and all exits and entrances (both emergency and for the public)
- Fencing, staging, bleachers, stages, inflatables, etc.
- Food/refreshment tent vendors, refreshment tents
- Food Trucks
- Location of Restrooms
- 5K/10K race routes

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

PARKS & PARKING LOTS REQUESTED

Please mark all that apply:

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

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

__Electricity will be needed to plug in Lights. _____

OTHER EVENT DETAILS

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

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

ALCOHOL

Alcohol at the event YES NO X Attach all required paperwork. Applicant is responsible for obtaining applicable ABC License and Liquor Liability Insurance. Applicant must provide a clearly marked and contained area for alcohol consumption and hire two Town of Beaufort police officers at a rate of \$50 per hour for the duration. (The Police Chief will review the application for exceptions.) All local, state and Federal laws must be adhered to. ***I/we have read, understand and will comply with the rules outlined by the Town of Beaufort in the Town Code of Ordinances as well as in the Event Procedures.***

x Kristen Prescott (Applicant's Signature)

ROAD CLOSURES

Does your event require a road closure? YES X NO

Please provide specifics below:

Road	Set-Up Time	Event Start Time	Finish Time	Tear Down Time

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

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

PARKING/PARKING LOTS

5.

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

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

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

Bicycle Parking: Yes _____ No _____

Additional Handicap Parking: Yes _____ No _____ Location: _____

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

PARADE/WALK INFORMATION

Parade Assembly Area: _____ Time: _____

Parade Dismissal Area: _____ Time: _____

Parade Start Time: _____

EMERGENCY MANAGEMENT

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

Designated Emergency personal/liaison (onsite): _____

Cell #: _____ Other Contact: _____

How will your event staff react to severe weather?
Cancel all events

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

RISK ASSESSMENT

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

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

TENTS

Will you have tents at your event? _____ YES NO

Please list the tent sizes: _____

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

FOOD

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

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

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

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

VENDORS

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

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

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

CHECKLIST

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

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

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

Applicant's Signature Kristen Prescott Date 9/3/2025

Internal Use Only

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

Permit Issue Date: _____
Authorized Signature: _____

Insurance Certificate: Yes ___ No ___

Permit Fee: Yes ___ No ___

BOC Approval Date: _____

Police Chief Approval: _____

Fire Chief Approval: _____



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, October 13, 2025**

AGENDA CATEGORY: Items of Consent

SUBJECT: Resolution: Authorizing Donation of Surplus Rescue Equipment

REQUESTED ACTION:

Beaufort Fire Department has surplus rescue equipment that we would like to provide Carteret Community College. The Hurst rescue extrication tools (jaws of life) have been replaced/updated on BFD’s fleet. The equipment would be as asset to training emergency service personnel of Carteret County as well as future Firefighters of the “Crystal Coast Fire Academy”. The fair market value of the rescue equipment is approximately \$4000.00.

Beaufort Fire Department would ask that the Town of Beaufort Board of Commissioners consider a kind donation of the rescue equipment to Carteret Community College for use training rescue personnel by adopting the attached resolution.

SUMBITTED BY:

Tony Ray, Fire Chief



**RESOLUTION OF THE TOWN OF BEAUFORT, NORTH CAROLINA
AUTHORIZING DONATION OF SURPLUS RESCUE EQUIPMENT
RESOLUTION NO. _____**

WHEREAS, Section 130.06 of the Town of Beaufort Code of Ordinances authorizes the Town Administrator to dispose of surplus personal property, provided that no surplus property may be donated to any individual or organization except by approval of the Board of Commissioners; and

WHEREAS, the Town of Beaufort Fire Department has determined that certain rescue equipment, specifically Hurst extrication tools (“Jaws of Life”), are surplus to the Department’s needs, having been replaced and updated on the Department’s fleet; and

WHEREAS, the fair market value of said surplus rescue equipment is approximately \$4,000.00, and the equipment is no longer necessary for the conduct of public business; and

WHEREAS, the Board of Commissioners finds that the public interest will be best served by donating the surplus rescue equipment to Carteret Community College for use in its emergency services and Crystal Coast Fire Academy training programs, which provide essential education and skills to current and future firefighters and rescue personnel serving Beaufort and Carteret County;

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

1. The Hurst extrication tools (“Jaws of Life”) identified as surplus by the Fire Department are hereby declared surplus personal property under Section 130.06 of the Town Code.
2. The Board of Commissioners approves the donation of said equipment to Carteret Community College for training use by its emergency services and Crystal Coast Fire Academy programs.
3. The Town Manager, Fire Chief, and Town staff are authorized to take all necessary steps to complete the donation in accordance with this Resolution and the Town Code.

ADOPTED this the ___ day of _____, 2025.

Sharon E. Harker, Mayor

Attest:

Elizabeth Lewis, Clerk



Town of Beaufort, NC

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

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

AGENDA CATEGORY: Old Business

SUBJECT: TAFT Family Ventures, Development Agreement (Draft)

BRIEF SUMMARY:

At the September 8, 2025 Regular Meeting, the Board of Commissioners tabled consideration of a sewer reservation request for 265 and 275 Highway 101. The Board’s action required submission of an agreement containing enforceable workforce housing provisions prior to further consideration.

Since that meeting, Mr. Kevin Johnston of TAFT Family Ventures has met with Town Staff and the Town Attorney to prepare a draft agreement. The current draft (attached for review) includes provisions addressing: Workforce Housing Commitments and Monitoring and Reporting which were specially discussed by the Board and staff.

Town Attorney Comments:

The Town Attorney has reviewed the draft and provided several key recommendations that have not yet been incorporated into the documents. These include:

- Making the agreement binding on heirs, successors, and assigns of the developer, and recording deed restrictions so obligations remain enforceable with future property owners.
- Clarifying that the agreement should be titled a “Sewer Allocation and Workforce Housing Agreement” rather than a statutory “development agreement,” to avoid unintended application of Chapter 160D procedures.
- Revising language regarding public records to reflect that certain information will become public once in the Town’s possession.
- Adding language that any rezoning decisions remain within the legislative discretion of the Board of Commissioners.

Next Steps:

At the October 13, 2025 Regular Meeting, the draft agreement will be presented for discussion and Board feedback. Staff and the Town Attorney will continue to refine the document to address legal comments and Board direction before bringing a revised version forward for formal consideration at a future meeting.

SUMBITTED BY:

Kyle Garner, Planning Director

STATE OF NORTH CAROLINA AND

TOWN OF BEAUFORT AND

NAME TO BE ESTABLISHED, LLC

Development Agreement for a Projected Located at Tax Parcels: 730614447386000, 730615546839000, 730615549966000, & 730615640827000, Beaufort, NC 28516 (No address Established yet)

This Agreement (the “Agreement”) by and between *Name To Be Established, LLC*, a NORTH Carolina limited liability company duly authorized by the Secretary of State of North Carolina to transact business in the State (together with its permitted successors and assigns, the "Project Developer") and the Town of Beaufort, a municipal corporation under the laws of North Carolina (the “Town”), is entered into this ____ day of _____, 2025.

WHEREAS, the Project Developer desires to enter into a Development Agreement with the Town to develop a prominent site into a new development; and

WHEREAS, the proposed project furthers the Town’s goals of economic development and population growth to attract full time residents; and

WHEREAS, the proposed project will offer 10% of the units to be set-aside for work force housing to support rents for households earning 80% of area median household income.

In consideration of and for the mutual exchange of promises set forth in the Agreement, the parties covenant with one another to perform as follows:

- 1. Project Developer Commitments:
 - a. *Development Size and Purpose.* The Project Developer, its agents or assigns, shall be responsible for the design and construction of a townhome for rent community on the aforementioned parcels currently owned by a direct affiliate of the Project Developer (a to be formed Joint Venture between TAFT- Ballou-Lewis) (the “Property”) as more fully referenced in **Exhibit A (Tax Map) and Exhibit B (Site Plan)**. The development, shall consist of approximately one hundred and five (105) class A rental townhome units on approximately 19 acres. There will be no short-term rentals available in the Project. The Minimal lease period is 6-8 months while the bulk of unit leases will be one year or longer.

The buildings will contain four, five, or six townhome units and will be a mix of one story (ADA accessible) and two story. The units will each include an attached one or two car garage, stainless steel appliances, quartz or granite countertops, 42” cabinets, smart unit features, high speed internet, spacious closets and storage. Units will be designed in accordance with Fair Housing Standards and 5% of the units will be handicap (ADA) accessible and one story. The project will have a leasing office with onsite staff for customer service and maintenance. Amenities will include swimming pool, dog park, pickleball, mail kiosk, greenspace, and sidewalks around the site for resident connectivity. If the Town establishes a trail system the Developer would be very interested in supporting connectivity into it with existing sidewalks or other access. The exterior of the buildings will include different siding/roofing materials, and coastal colors to be in keeping with the housing styles and charm of Beaufort. The Developer desires to create a sense of community for long term and new residents to enjoy the Beaufort community and its amenities to help fill gaps in the slower off-season times for the year.

- b. To assist the Town as it works toward achieving *Goal 3.1.2* in the Town’s Comprehensive and CAMA Land Use Plan of 2023, no less than ten percent (10%) of the residential units shall be made available as workforce (income restricted) housing units which shall be blended into the Project and shall be of the same quality as the market rate units. The available workforce housing units shall consist generally of the same unit mix (2- and 3-bedroom units) and features as the other units in the Project and shall be made available for lease to tenants in whose incomes are at or below 80% of the area median household income (“AMI”) as determined annually by the U.S. Department of Housing and Urban Development for the Beaufort, NC (Carteret County) Metropolitan Statistical Area. Rents for the workforce units, which shall not exceed HUD’s maximum percentage of a family’s monthly adjusted income (currently set at 30%) for programs targeted at families at or below 80% of the AMI, the rents may increase from calendar year to calendar year throughout the term hereof at the rate of the greater of two percent (2%) or the percentage increase in 80% AMI as determined by HUD for the Beaufort Metropolitan Statistical Area.

- c. *Intended Market and Relevance to Town.* Significant redevelopment and conversion of vacant and underutilized land into single-family for sale uses has occurred in the Beaufort market mainly near downtown, but there is a lack of quality rental townhomes available outside of the downtown areas (transition area) for residents that are not looking to own and maintain their own properties. The Property was originally farmland and is currently wooded with two older homes located on Highway 101. The Town has interest in seeing the construction of more housing choices for residents in Beaufort while also providing “affordable” housing for teachers, police, fire, health care providers, public servants, etc. The Property is surrounded by major roads, Highway 101 and the new Highway 70 bridge over Gallant’s Channel, and borders the Michael J. Smith Field, perfectly situated to be a major gateway into the Town. The Project Developer acknowledges that a significant motivation for the Town in providing the Project with its limited sewer infrastructure is to achieve the market goal of enhancements that align with community goals to encourage the economic redevelopment of areas outside of the downtown Front Street and the Taylor’s Creek area. The Project Developer further acknowledges the Town seeks the development of townhome rental housing that will increase the housing choices available to existing, and attracting new Town residents for both market rate and work force rental offerings. The target market is a blend of young, middle-aged and senior residents, whether the same are working professionals, families, workforce employees or retirees.

- d. *Design.* Project Developer acknowledges that architectural design is a key consideration for the Town. The Project Developer has significant experience in developing townhome and multi-family housing projects in urban and suburban locations and have provided the Town with examples of other townhome and multi-family projects it has developed to highlight the developer’s work which is indicative of its emphasis on high quality design and construction. The Project Developer acknowledges that its commitment regarding the Project’s comparability to its other projects that are key considerations in the Town’s provision to support the Project.

- e. *Developer Investment.* The Project Developer covenants that it intends, utilizing commercially reasonable efforts, to make an investment through land, equity, loans, and

other sources estimated to be Twenty-Eight Million and 00/100 Dollars (\$28,000,000) in design, development and construction in the Project. The Town acknowledges this investment will significantly increase the Town's tax base for the tax parcels once all improvements of the project are completed. This increased tax base will assist the Town in achievement of its long-term goals.

- f. *Compliance with Law.* Construction of the Improvements shall be performed in a good, safe and workmanlike manner and in accordance with all applicable laws, rules, orders, ordinances, regulations and legal requirements of all governmental entities, agencies or instrumentalities relating to the Improvements including, without limitation the Americans with Disabilities Act as well as all building code requirements then in effect.
- g. *Performance Data.* Because the Town is interested in continuing to provide quality affordable, workforce housing options to its residents, the Project Developer agrees to share with the Town upon the Town's request (such requests to be made no more frequently than twice each calendar year) its data indicating the Project's performance as it relates to the workforce housing units which comprise a portion of the Project, including but not limited to rent rolls and financial performance related to such units, income criteria, etc. The Town shall keep and protect said data in a confidential manner, exempting it from Freedom of Information Act requests pursuant to the economic development exceptions.

2. Town Commitments:

- a. *Sewer Reservation and Allocation.* For the Developer to move forward with the significant investment in designing and entitling the project, the Town will agree to reserve up to 16,380 gallons a day of wastewater for use by the project as submitted to the Town in the Developer's application dated Aug 6, 2025. This allocation will be reserved for up to 24 months as the Developer works to complete the permitting and gain Town/State approvals for the project. The Developer will pay applicable reservation fees for the capacity as outlined in the Town's system development fee schedule once re-zoning for the site is approved.

- b. *Zoning.* The site’s current zoning is a mix of R-20, R-8, and R-8MH. The site is in a zoning area of transition. The Developer proposes to recombine the parcels into one parcel with one ownership entity and rezone the site for Townhome, Condominium, and Apartment (TCA). The Future Land Use Plan may require a text amendment so the proposed density will be permitted under the Suburban Residential category. The Town will provide its reasonable best efforts and cooperation with the Developer as the rezoning process is navigated by the Developer in accordance with the Town planning and zoning processes. The zoning process will run in parallel with the project Town and State approval process for site plan, utilities, and building permitting.
 - c. *Timing.* The Developer anticipates it will take up to 12 months to complete the project design and secure proper zoning from the Town from the execution of this Development Agreement. Additional extensions are available up to the 24 months (sewer reservation timeframe) which shall not be unreasonably withheld by the Town if the Developer encounters variables beyond their control. Any extensions will need to be approved in accordance with the Modification section below.
3. *No Assignment Without Consent.*

Prior to completion of the duties set forth herein, neither the Town nor the Project Developer are authorized to assign its respective duties under the Agreement to third parties without first having received from the other party a written consent, which consent shall not be unreasonably withheld, executed with the same formality of the Agreement. Notwithstanding the foregoing, the Town does acknowledge and agree that Project Developer will be utilizing a general contractor to perform the work on the Project and may assign this Agreement to a to-be-formed special purpose entity created for the purpose of owning and operating the Project; which entity shall be owned and/or controlled by Project Developer. Additionally, in the event of a third-party sale of the Project by Project Developer, the rights and obligations of Project Developer hereunder may be transferred by Project Developer to such third-party purchaser upon written notice to the Town.

4. Modification.

No modification of the Agreement shall be binding upon the parties unless the same is first reduced to writing in a document having the same formality as the Agreement and executed by the duly authorized officer for each party. However, minor changes and modifications to the Development Agreement are authorized as may be necessary or appropriate to allow for a final version mutually acceptable to the parties, with said minor changes and modification being approved by the Town Manager and the Town Attorney. Should the Town Manager or Town Attorney, or both, determine that any modification of previously negotiated terms is significant and warranted further action by Council, then the matter shall be presented to and reviewed by Town Council before the final execution.

5. Merger of Negotiations.

All prior negotiations and representations of both parties are merged into the Agreement, and no prior statement, whether written or oral, shall be binding upon either party unless reduced to writing and contained in the Agreement.

6. Applicable Law.

This Agreement is entered into pursuant to the laws of the State of North Carolina. The real property that is the subject of this Agreement is located within Carteret County, North Carolina.

7. No Joint Venture.

The parties acknowledge the Town is acting solely in a governmental capacity in expanding and enhancing the Town's public infrastructure and spaces, in approving the Agreement and in providing any other approvals related to the Project. Accordingly, the parties further acknowledge that no joint venture is intended or created between the Project Developer (or its affiliates or principals) and the Town.

8. Indemnification.

The Project Developer shall indemnify, defend and hold harmless the Town, as well as its officers, officials and employees, from and against all claims of any nature whatsoever, at law or in equity, arising out of, or related in any manner to the Agreement, the design and construction of the Project excluding only those claims resulting from the breach of this Agreement by the Town or the gross negligence or willful misconduct of the Town, its officers, contractors, agents, officials and/or employees. This provision shall survive termination of the Agreement.

9. Notice.

All notices and communications hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows:

TOWN:

Town of Beaufort
Attention: Town Manager
701 Front St
Beaufort, NC 28516

PROJECT DEVELOPER:

Thomas F. Taft, Jr.
Consolidated Management of Greenville, Inc.
d/b/a Taft Family Ventures
P.O. Box 566
Greenville, NC 27835

Ballou-Lewis Properties, LLC

PO Box 662
Greenville, NC 27835

WITH A COPY TO:

Weatherspoon Voltz Attorneys
3201 Glenwood Avenue, Suite 202
Raleigh, NC 27612
Attn: Will Weatherspoon, Jr

10. Miscellaneous.

If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement. The waiver of a breach of this Agreement by either party shall operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach. Headings are inserted for convenience only and shall not be considered for any other purpose. All exhibits referenced above (including all attachments thereto) are attached hereto and incorporated herein as part of the Agreement.

[Signatures Follow]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

TBD, LLC a NORTH Carolina limited liability company

Its; Manager

By: _____

Name: _____

Its: _____

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

(COUNTY OF PITT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by the duly authorized officer for _____ XXXXX, LLC, a NORTH Carolina limited liability company, Manager of XXXXX, LLC, a NORTH Carolina limited liability company whose name and title appear above.

Notary Public for North Carolina

My Commission Expires: _____

Printed Name of Notary: _____

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the agreement by providing below the signature of their authorized officers.

WITNESSES:

The Town of Beaufort

By: _____
Name: _____
Its: _____

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF CARTERET

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by the duly authorized officer for _____ whose name and title appear above.

Notary Public for North Carolina

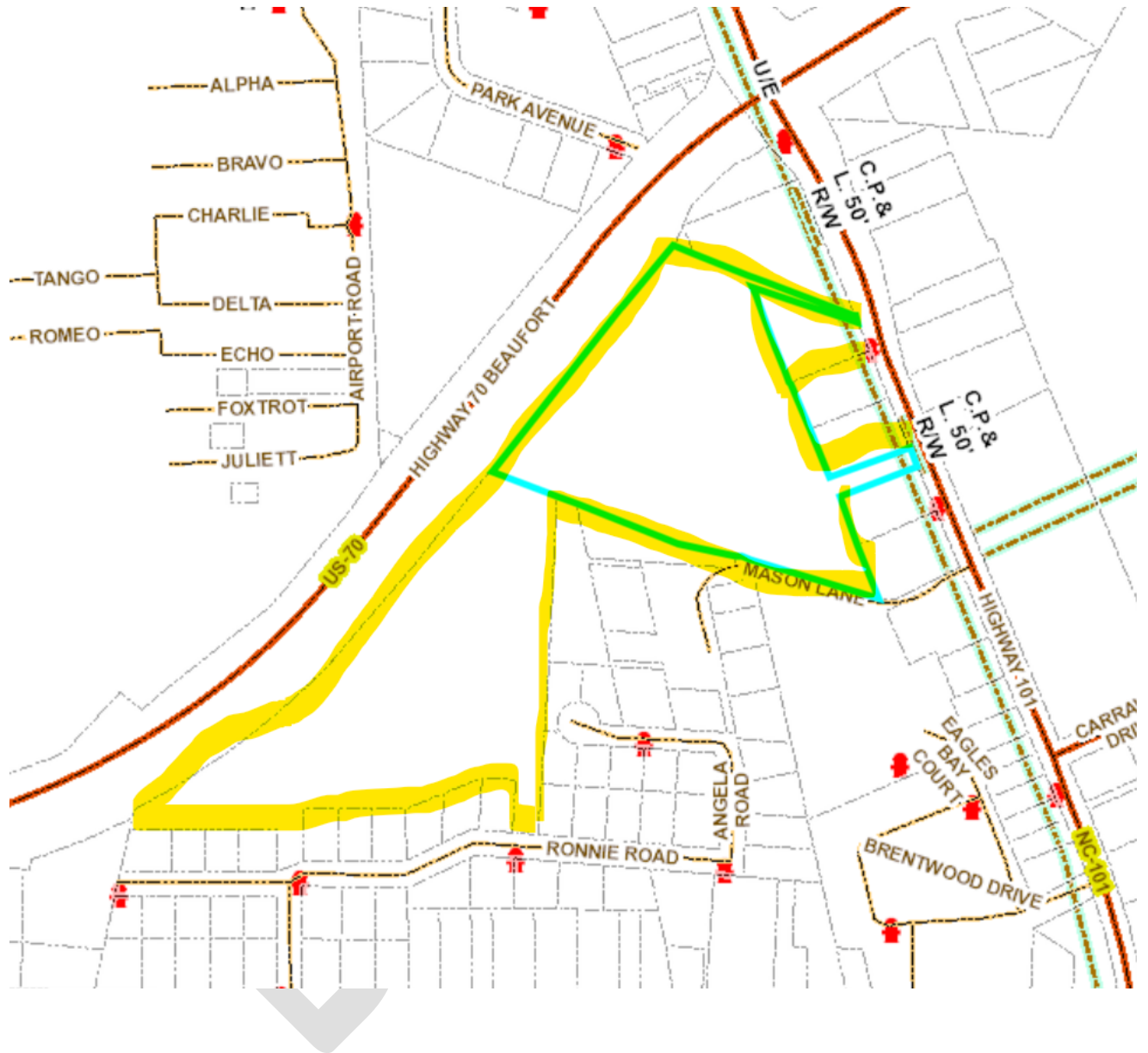
My Commission Expires: _____

Printed Name of Notary: _____

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A TAX MAP



Applicant Rental Criteria Beaufort Townes

1. All full-time occupants of the apartment that are 18 years of age or older must successfully complete the required Identification Verification process, complete an application and pay the \$75.00 application fee (unless waived because of current specials). An occupant may be considered part-time only if they can show proof of residency in another city or state and/or proof of full-time student status where residency is established in another city or state. The occupant must not spend 15 or more consecutive nights at the apartment in any given 30-day period.
2. Monthly rent to income ratio must meet the following criteria:
 - A. Rent to income ratio be **less than or equal to 33%** for standard application and administration fee approval. Standard Security Deposit is \$99.00 and Standard Administrative Fee is \$250.00 applies
 - B. Monthly rent to income ratios **between 34% and 40%** will result in a 2nd-tier application and administration fee approval. Second Tier Security Deposit is \$198.00 and Second Tier Administrative Fee is \$500.00.
 - C. Monthly rent to income ratios that are **more than 40%** will require a guarantor.

Housing Vouchers or Housing Assistance awards will be considered part of the applicant’s total monthly income and will be weighed into the total calculation along with other forms of verified monthly income and applied to the standards detailed above.

Applicants qualifying for the Workforce units must meet the following income requirements. Max Income for 2025:

Rental Criteria	<80% Income
1 Person	\$ 57,120
2 Person	\$ 65,280
3 Person	\$ 73,440
4 Person	\$ 81,600
5 Person	\$ 88,160

3. Identity is verified through our website AI software, using any government issued identification card and a live “selfie” photo to certify applicant identity (Note Military issued IDs are not accepted due to photocopy laws and restrictions). Following identity verification, applications are screened and approved based on a Tiered Screening process that is designed to estimate the relative financial risk of leasing an apartment to the applicant(s). This process offers an objective and consistent way of reviewing relevant applicant information and offers 2 tiers of approval based on the financial risk determined from factors we have chosen. Below is an explanation of the factors:
 - A. The following items will individually and collectively be factored into the scoring process:
 - a. Public Records for Civil Judgments for unpaid accounts above \$100.00, excluding medical and educational loans.
 - b. Collections for unpaid accounts above \$100.00, excluding medical and educational loans.
 - c. Foreclosures.
 - d. Collections, Charge- Offs, Late Payment history.

- B. The following items will individually be factored into the process and will result in the application being denied.
 - a. Landlord\Tenant Records for judgments and evictions, that occurred in the last 84, or less months.
 - b. Landlord\Tenant Records for court filings that occurred in the last 24, or less months.
 - c. Bankruptcy that occurred in the last 12, or less, months.
 - d. Multi-Family Collections that occurred in the last 84, or less months.
 - e. Rental History indicating 3 or more late payments, and/or 3 or more NSF payments in a 12-month period.
- C. Other independent items that will be factored into the screening process:
 - a. If Utility Debt is found, the applicant must pay the debt in full and provide proof of payment to be approved.
 - b. A Multi-State Sex Offender Registry check will be performed and, if found, the application(s) will be referred to the Corporate Office for review.
 - c. A criminal background check will be processed and if a criminal conviction is found the application(s) will be referred to the Corporate Office for review.

- 4.
 - a. If an application is denied, based on our screening criteria, unless due to unpaid multi-family collections, court filings, evictions, or judgements, the applicant can elect to pay a 2nd tier security deposit and administrative fee and an amount equal to 2 times the market rent. The 2nd tier administrative fee and 2 months’ rent up front must be paid by certified funds once being notified of the denial, and no more than 48 hours after, and the security deposit must be paid on or before the beginning date of the lease term. Income requirements must still be met. The prepaid rent amount will be applied to rent due at move in and future rent.
 - b. If our Screening results in criminal history or Multi- State Sex Offender registry findings, and the applicant is denied following review from corporate staff, the denial will remain, and any paid Administrative Fees will be refunded.
- 5. Occupancy standards specified below would also include a plus “+1” option for all apartments. For consideration regarding an exception to this policy, applicants will have the option to complete a Reasonable Accommodation form.

1 Bedroom	2 persons
2 Bedrooms	4 persons
3 Bedrooms	6 persons

Should your application be denied, or conditionally accepted, you can learn which factors most negatively influenced the decision by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the adverse action. **Rent Grow** (800) 898-1351 or Rentgrow.com

Procedure for Securing an Apartment

- 1. Application must be filled out completely with all information needed for approval and it must be dated and signed. If the necessary information is not provided by applicant(s) when the application is submitted the applicant must provide information requested within 48 hours of our request.
- 2. The application fee (per adult applicant, which is anyone at/over the age of 18) must be paid (unless waived because of current specials).

3. The standard administrative fee must be paid and if the application process results in a 2nd tier approval, the remaining administrative fee must be paid upon notification of the 2nd tier approval and no more than 48 hours after.
4. Applicant(s) must choose the apartment they are applying for.
5. Applicant(s) must sign a lease within 3 working days of the day they are notified that the approval process is complete and they are approved unless the scheduled move in date is within 3 days of the approval notification date. Applicants have until the end of the 3rd day to sign the lease agreement. If the lease agreement has not been signed by the end of the 3rd day, the applicant will be considered a back out and will forfeit the administrative fee. Simply stated, the applicant can back out of the agreement within 3 days of approval or will be considered a back out if the lease is not signed by then end of the 3rd day.
6. After the lease has been signed and the 3-day period has expired, the lease agreement will act as a contract and all financial obligations under the contract are binding. The beginning date of the lease term will be the move in date and the date signed will be the actual date the lease is signed. The keys will be distributed, and other paperwork will be signed on the move in date.
7. We will allow lessees to sign the lease agreement at separate times, but they do so at their own risk with the understanding that if the additional persons listed as lessee(s) on the lease agreement do not sign the agreement, they are not considered lessee(s) and will not be treated as such. The keys will be distributed, and other paperwork will be signed on the move in date.

Procedure for a Temporary Hold

A prospect can place a “temporary hold” on a specific apartment for 1 day (which is defined as the end of the business day after the date the hold was placed, including Saturday), if they are willing to complete a rental application and pay the application fee and administrative fee. We will then “pencil” their name in for that apartment, but we will not run the application or deposit the checks during the hold period. If the prospects have not contacted us by the end of the next business day the hold will be removed and the application fee and administrative fee will be mailed back to the prospect(s) at the address they provided on the application unless another address has been provided. Once the hold is removed, the apartment will immediately become available to the next prospect.

Waiting List Policy

When our current availability does not meet the needs or desires of a prospect or their desired move in date exceeds the time allowed (based on current occupancy), the prospect can elect to be placed on a waiting list for regular or workforce units. In order to be placed on the waiting list the following must occur:

An application must be completed by all persons 18 years of age or older. The application fee must be paid (unless waived because of current specials). If/when an apartment meeting their specifications becomes available we will notify the applicants and will give them until the end of the next business day to pay the administrative fee, notify us of their intent to secure the apartment and begin the application approval process. During this time we will “hold” the apartment for them, but if they have not paid the administrative fee and notified us of their intent to secure the apartment by the end of the next business day, the “hold” will be removed and we will call the next person on the waiting list and follow the same procedure. At this point the apartment will be rented to the prospect that begins the process of securing the apartment 1st.

Animal Policy

Restricted breeds include Rottweilers, and Bully Breeds, including but not limited to the American Bully, American Pocket Bully, American Pit Bull, American Staffordshire Terrier, Bull Terrier, Cane Corso, Dogo Argentino, Shorty Bull, American Bulldog, Pacific Bulldog AND any mix of the Rottweiler or Bully breeds.

Limit 3 animals per apartment and all animal owners must provide the following documentation prior to lease signing:

- Current vet records for each animal, that includes the animal breed, estimated weight at full growth, and rabies vaccination.
- A picture of the animal.

- Proof or Renters Insurance that allows the properties insurance company to subrogate against the Lessee (Provided prior to Move In).

**Guarantor Rental Criteria
Beaufort Townes**

1. All guarantors must successfully complete the required Identification Verification process, complete an application and pay the \$25.00 application fee.
2. Monthly rent to income ratio for guarantors must be less than or equal to 25%.
3. Guarantor Identity is verified through our website AI software, using any government issued identification card and a live “selfie” photo to certify applicant identity (Note Military issued IDs are not accepted due to photocopy laws and restrictions). Following identity verification, applications are screened and approved based on a standardized Screening process that is designed to estimate the relative financial risk of leasing an apartment to the applicant(s) and their guarantor, based on the financial risk determined from factors we have chosen. Below is an explanation of the factors:
 - A. The following items will individually and collectively be factored into the scoring process:
 - a. Public Records for Civil Judgments for unpaid accounts above \$100.00, excluding medical and educational loans.
 - b. Collections for unpaid accounts above \$100.00, excluding medical and educational loans.
 - c. Foreclosures.
 - d. Collections, Charge- Offs, Late Payment history.
 - B. The following items will individually be factored into the process and will result in the application being denied.
 - a. Landlord\Tenant Records for judgments and evictions, that occurred in the last 84, or less months.
 - b. Landlord\Tenant Records for court filings that occurred in the last 24, or less months.
 - c. Bankruptcy that occurred in the last 12, or less, months.
 - d. Multi-Family Collections that occurred in the last 84, or less months.
 - e. Rental History indicating 3 or more late payments, and/or 3 or more NSF payments in a 12-month period.

Should your application be denied, or conditionally accepted, you can learn which factors most negatively influenced the decision by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the adverse action. **Rent Grow** (800) 898-1351 or Rentgrow.com

**AREA MEDIAN INCOME SET-ASIDE &
LEASE UP AND NEXT AVAILABLE UNIT
POLICIES & PROCEDURE**

The proposed townhome development, tentatively named Beaufort Townes has agreed to set-aside Ten Percent (10%) of the one hundred five (105) residential units to serve workforce housing for households that earn 80% of Carteret County’s Area Median Income. The property will be managed by an affiliated company of the Owner, Taft Management Group (TMG) who has extensive experience managing multi-family properties throughout the southeast.

The workforce units will be marketed to and occupied by households that earn too much to qualify for traditional subsidized housing but not enough to afford market-rate housing and who also meet TMG’s Applicant Rental Criteria. During the application process, TMG will require all applicants to provide income verification. Households which have an income less than or equal to 80% of Carteret County’s Area Median Income (based on a four-person household) will qualify for and be offered occupancy in one of the aforementioned set-aside units.

Occupancy & Reporting

Occupancy in the set-aside units will be based on the household’s income and their ability to meet all of the occupancy criteria as established by TMG. Rents in the set-aside units will be discounted to reflect HUD-approved rents based on the income of the household. TMG will provide bi-annual reporting to the Town of Beaufort to verify the HUD-established Area Median Income. The report will also confirm the number of qualified tenants occupying set-aside units and will provide an overall percentage as it pertains to overall occupancy.

Next Available Unit Policy

TMG, as part of the initial project lease-up, will identify applicants that meet the income and occupancy requirements for the set-aside units. These units will be leased-up at the same time as the market rate units until the 10% occupancy level is reached for the workforce housing set-aside. In addition, TMG will seek to distribute the set-aside units/tenants randomly throughout the community to avoid concentrating the set-aside units in any one area/building. The set-aside units will be of the same finishes and type as the market rate units at the property.

Following initial lease-up, when a set-aside unit is vacated, herein defined as the “Next Available Unit,” TMG will engage in a commercially reasonable manner to lease the Next Available Unit to an 80% AMI qualified household. If a tenant who meets all of the income and occupancy requirements cannot be located within thirty (30) days of the unit being vacated, TMG will have the authority to lease that unit to a household that exceeds the minimum household income based on 80% AMI standards.

In the event that a previously occupied set-aside unit is leased to a household that is over-income (as it pertains to 80% AMI standards), the Next Available Unit in the community shall be marketed to an 80% (or below) household for the same thirty (30) day period.

All of the above shall meet/exceed all Federal Fair Housing Guidelines.



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, October 13, 2025**

AGENDA CATEGORY: Old Business

SUBJECT: USDA Interim Financing for the Water System Improvement Project

BRIEF SUMMARY:

The Town of Beaufort has been notified by the U.S. Department of Agriculture (USDA) of the availability of an additional \$6.5 million in funding to support the ongoing Water System Improvement Project.

As you are aware, the project initially began under Sunland Builders and later transitioned to T.A. Loving Company due to performance-related challenges. This contractor change—combined with evolving market conditions and project complexities—has resulted in an estimated \$6.5 million increase in total project costs.

The overall project includes approximately 21,000 linear feet of waterline installation. Should the Town decline the additional USDA funding, Beaufort would be required to halt construction, leaving roughly 9,000 linear feet of waterline incomplete. In that event, the unconstructed sections would remain unaddressed, and the USDA would reallocate the funding to another community.

Given these circumstances, Town staff will seek Board direction regarding the acceptance or declination of the additional USDA funding at the October 13, 2025, regular meeting. Acceptance of the additional \$6.5 million would result in an annual payment of \$285,000 +/- over a 40-year period.

This decision is pivotal to ensuring the completion, reliability, and long-term resilience of Beaufort’s water system infrastructure.

SUBMITTED BY:

Matt Zapp, Town Manager



Town of Beaufort, NC

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www.beaufortnc.org

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

AGENDA CATEGORY: Old Business
SUBJECT: Crystal Coast Veterans Day Parade Request for 2025 Contribution

BRIEF SUMMARY:

At the September 22nd Work Session, Pete Benton, Chairman of the Crystal Coast Veterans Day Parade, presented information regarding the 2025 Parade. He has since submitted a request via the Mayor’s office for financial support to help cover parade expenses.

The request before the Board is to consider whether the Town of Beaufort should contribute to the 2025 Crystal Coast Veterans Day Parade. Should the Board choose to contribute, a corresponding budget amendment will be required to appropriate General Fund–Fund Balance in the amount determined by the Board.

REQUESTED ACTION:

Discuss and determine whether the Board of Commissioners wishes to contribute to the 2025 Crystal Coast Veterans Day Parade. If so, establish the amount of the contribution and approve the corresponding budget amendment (FY 26 Budget Amendment #2) in the amount of \$_____.

EXPECTED LENGTH OF PRESENTATION:

5 minutes

SUBMITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk

BUDGET AMENDMENT REQUIRED:

Yes- If there is consensus to contribute to the event.



**TOWN OF BEAUFORT
FY 2026 BUDGET AMENDMENT #2**

WHEREAS, the Town of Beaufort adopted its Fiscal Year 2026 Budget through Ordinance on June 9, 2025, and

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

BE IT THEREFORE ORDAINED that the Board of Commissioners amends the Fiscal Year 2026 Budget as follows:

SECTION I: GENERAL FUND

This amendment requests the appropriation of Fund Balance for a contribution to the 2025 Crystal Coast Veterans Day Parade.

A. REVENUE

INCREASE

APPROPRIATED FUND BALANCE..... \$ _____

TOTAL INCREASE..... \$ _____

B. EXPENDITURES AUTHORIZED BY DEPARTMENT

INCREASE

NON- DEPARTMENTAL..... \$ _____

TOTAL INCREASE..... \$ _____

SECTION VI: 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.

Adopted this 13th day of October, 2025.

ATTEST:

Elizabeth Lewis
Town Clerk

Sharon E. Harker
Mayor



Town of Beaufort, NC

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

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

AGENDA CATEGORY: New Business

SUBJECT: F3 Marina Budget (Draft)

SUMMARY:

In August 2025, the Town of Beaufort Board of Commissioners selected F3 Marina, a nationally recognized marina management company, to manage the Beaufort Town Docks under a five-year, third-party management agreement. F3 Marina will assume full operational responsibilities on January 1, 2026, and the agreement will remain in effect through December 31, 2030.

Since the selection of F3 Marina, Town staff have been working closely with the group to prepare a budget for the upcoming transition. At your October 13, 2025, Regular Meeting, staff from F3 Marina will join remotely to present a draft operating budget for the Beaufort Town Docks covering the period of January through June 2026.

This draft budget represents F3 Marina’s best assumptions in the absence of historical operating data for the facility. Town of Beaufort staff have been in correspondence with F3 to refine the initial estimates and provide the Board with a realistic financial framework for consideration.

The purpose of this presentation is to review the preliminary budget, answer questions, and receive feedback from the Board of Commissioners. This discussion will guide further enhancement of the operating budget as the Town and F3 prepare for the opening of marina operations.

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



Town of Beaufort, NC

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

AGENDA CATEGORY: New Business

SUBJECT: Resolution: Adopting a Town Vehicle and Equipment Replacement Policy

SUMMARY:

Attached for your review is the Town’s proposed Vehicle & Equipment Replacement Policy. Establishing a formal policy is important to ensure consistent, transparent, and financially responsible decisions when planning for vehicle and equipment replacement. By setting clear criteria for age, mileage, and hours of service, the policy allows the Town to reduce maintenance costs, improve safety and reliability, and plan more effectively through the annual budget and Capital Improvement Program. It also promotes accountability across departments and help to position the Town for grant opportunities and risk management.

REQUESTED ACTION:

Staff respectfully request that the Board review the policy, offer any feedback, and consider adoption of the accompanying resolution.

SUMBITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk



**RESOLUTION OF THE TOWN OF BEAUFORT, NORTH CAROLINA
ADOPTING THE VEHICLE AND EQUIPMENT REPLACEMENT POLICY
RESOLUTION NO. 25-_____**

WHEREAS, the Board of Commissioners of the Town of Beaufort, North Carolina (“Town”) desires to establish a policy for the disposal and acquisition of vehicles and heavy equipment; and

WHEREAS, the staff of the Town of Beaufort has developed the Vehicle and Heavy Equipment Replacement Policy; and

WHEREAS, the Vehicle and Replacement Policy will be reviewed annually by staff and any recommendations resulting from such reviews will be provided to the Board of Commissioners for review:

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMISSIONERS OF THE TOWN OF BEAUFORT, NORTH CAROLINA:

That the Town of Beaufort hereby formally adopts a Vehicle and Equipment Replacement Policy as shown on Exhibit A which is hereby attached and made part of this resolution.

ADOPTED THIS ____ DAY OF _____ 2025

TOWN OF BEAUFORT

-Town Seal-

By: _____
SHARON E. HARKER, Mayor

ATTESTED BY:

ELIZABETH LEWIS, Town Clerk

EXHIBIT A

**TOWN OF BEAUFORT
VEHICLE AND HEAVY EQUIPMENT REPLACEMENT POLICY**

Purpose

The purpose of this policy is to establish guidelines on funding and maintaining motor vehicles and heavy equipment. Administration of the policy should: ensure vehicles and equipment are funded and replaced according to their anticipated lifecycle; reduce maintenance costs; and eliminate reliance on large outlays during certain fiscal years for vehicle and equipment purchases with little to no outlays during other years. All factors of a vehicles mission, purpose, age, mileage and cost of ownership will be assessed to create a benchmark for relinquishment. This policy is to be used as guideline for cost effective vehicle replacement cycles. Other factors such available funding or vehicle service level agreements may influence replacements. Increases in public health and safety measures requiring additional vehicles or equipment will also influence vehicle replacement schedules. In these cases, a vehicle may need to be retained past its life cycle; however, these vehicles should be relinquished at the first opportunity in order to reduce operating costs and allow for on time delivery of Town services.

Objective

The objective of this policy is to promote a timely and orderly system of funding, purchasing, and disposing of vehicles and heavy equipment while also maintaining them in a manner that extends their useful life through accurate budgeting for maintenance costs.

Procedure

Beginning with each fiscal year budgeting cycle, a list will be provided by the Finance Department to each department of the vehicles and heavy equipment assigned to it. The listings will include the make, model, and year of the vehicle along with the scheduled year of replacement and the mileage at the time of the most recent refueling. The departments will thereafter, be responsible for the following during the budget process:

- Reviewing the information provided for correctness and reporting any needed corrections.
- Including the vehicles and heavy equipment that meet the benchmarks of this policy for replacement among the department’s replacement requests.
- Incorporating into the department’s initial replacement requests any replacement vehicle or heavy equipment for which the expected life of the existing vehicle or equipment appears to be less than expected. Such requests are to be accompanied by maintenance, expenditure, and all other necessary documentation in support of the requests.

Concurrent with the preparation of the departmental requests, the Finance Director will collect and analyzes the financial information determining the resources available in the coming years. Thereafter, and after compilation of all vehicle and equipment requests, the Finance Director and Town Manager will review all vehicle and heavy equipment requests relative one another.

The requests will be evaluated in terms of their urgency and benefit in relation to accomplishment of the Town’s mission. This evaluation, along with the knowledge of available operational funding will form the basis of the recommendations made relative to replacement of vehicles and heavy equipment by the Town Manager to the Town Board of Commissioners as part of the budget process.

Benchmarks

The Town of Beaufort will normally base the funding and replacement of all vehicles and heavy equipment on both expected service life in years and measured service life in hours or mileage. These benchmarks are intended to provide a structured guide for long-term planning and budgeting, while allowing flexibility based on actual condition, safety, and mission requirements.

Equipment may be retained beyond the stated years if hours of use remain low and the unit continues to operate safely and efficiently. Conversely, equipment that exceeds its hours threshold or demonstrates escalating maintenance costs may be scheduled for earlier replacement.

Leasing of Vehicles and Heavy Equipment

In addition to traditional purchasing methods, the Town may consider leasing vehicles and heavy equipment when it is determined to be in the best financial and operational interest of the Town. Leasing may be a viable option under the following circumstances:

- When upfront capital costs are prohibitive or would delay necessary vehicle acquisition.
- When lease terms offer cost savings over the life of the asset, including maintenance or service plans.
- When technology or operational requirements are changing rapidly and leasing provides more flexibility than ownership.
- When short-term vehicle needs arise that do not justify full purchase.

Leased vehicles and equipment shall be evaluated using the same criteria as owned assets regarding service life, mileage, maintenance, and performance. Departments requesting leased vehicles must include all associated costs (e.g., lease payments, insurance, service obligations) in their annual budget submissions and demonstrate that leasing provides a net benefit over purchasing.

All leasing agreements shall be reviewed by the Finance Director and approved by the Town Manager before execution. The Town will prioritize lease arrangements that include options for renewal, purchase, or upgrade at the end of the lease term.

It shall be the policy of the Town that the funding and replacement of all vehicles and heavy equipment shall be normally based on the expected service life and condition of the vehicle described by the following schedule:

Vehicle/ Equipment Class	Expected Service Life
Ride-on Mowers	8 Years or 1,500 hours
Four-wheel Utility Task Vehicle (Off-road)	8 Years
Utility Trailers	10 Years
Passenger Car, Non-Police (Sub-compacts, compact, mid-size and large)	8 Years and 120,000 miles
Passenger Car, Police Patrol	6 Years and 75,000 miles
Passenger Car, Police Detective/Plain	8 Years and 100,000 miles
Sport Utility Vehicle, Non-Police	8 Years and 120,000 miles
Sport Utility Vehicle, Police Patrol	6 Years and 75,000 miles
Light Duty Vans (≤ 8,500 lbs. Gross Vehicle Weight & ≤ 4,000 lbs. payload)	8 Years and 120,000 miles
Light and Medium Duty Pick-up Trucks (1/2-Ton and 3/4-Ton Trucks)	8 Years and 100,000 miles
Heavy Duty Pick-up Trucks (1-Ton Trucks)	12 Years and 100,000 miles
Crew Cab Dump Truck	15 Years
Tri-axle Dump Truck	15 Years
Aerial Lift Trucks, Non-Fire (“Personnel-Lifts” / “Bucket Trucks”)	10 Years
Sewer Vacuum/Jetter Truck	10 Years
Fire Pumper Trucks	15 Years “Front Line” 5 Years Reserve
Fire Ladder Trucks	15 Years “Front Line” 5 Years Reserve

Table continued next page

Vehicle/ Equipment Class		Expected Service Life
Forklift		15 Years or 3,00 hours
Skid Steer Loader and Compact Track Loader		8 years or 2,000 hours
Backhoe Loader		10 Years or 2,000 hours
Mini Excavator		7 Years or 1,500 hours
Hydraulic Excavator ("Trackhoe")		10 Years or 2,500 hours
Motor Grader		10 Years or 3,000 hours
Small Boat		10 Years

Where operationally possible, alternatively fueled vehicles will replace conventionally fueled vehicles. Alternative options include Compressed Natural Gas (CNG), Hybrid Electric Vehicles (HEV), Plug in Hybrid Electric (PEHV) and all Electric Vehicles (EV).



Town of Beaufort, NC

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

AGENDA CATEGORY: New Business

SUBJECT: Sublease Agreement: 159 Turner Street Parking Lot

REQUESTED ACTION:

Staff is seeking the Board’s approval to rent the parking lot located at 159 Turner Street for the months of November and December 2025 at a cost of \$5,000 per month. This temporary arrangement with Premium Parking Partners II, LLC will help address parking and traffic circulation needs during the Turner Street construction project. To further support access, the Ann Street exit may be widened to accommodate safe entrance and exit. USDA funds are an eligible and appropriate source to cover the cost of this rental.

SUBMITTED BY:

Elizabeth Lewis, Assistant Town Manager/Town Clerk

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Lease**”) is made and entered into as of the Contract Date, and is effective as of the Effective Date, by and between the Town of Beaufort, a North Carolina municipal corporation referred to hereinafter to as “Lessee,” and Premium Parking Partners II, L.L.C., a Louisiana limited liability company referred to hereinafter as “Lessor”. “Contract Date” means the date on which the last of Lessor and Lessee has signed this Lease, and “Effective Date” means November 1, 2025.

WITNESSETH:

WHEREAS, Lessor currently manages the property located at 314 Ann Street, Beaufort, North Carolina; and,

WHEREAS, Lessee desires to sublease the aforesaid real property in order to provide its citizens and residents with short-term parking during a period of utility construction which will impact the use of Turner Street; and,

WHEREAS, it is the desire of the parties to enter into a sublease for the aforesaid real property for a term beginning November 1, 2025, and ending December 31, 2025.

For and in consideration of the rent provided herein, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree for themselves, their successors, and assigns, as follows:

1. PREMISES. Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Lessee, leases and rents unto Lessee, and Lessee hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the “Premises”):

314 Ann Street, Beaufort, North Carolina, such parcel consisting in part of 59 parking spaces

2. TERM. The parties acknowledge that the terms and provisions of this Lease shall govern the relationship of the parties and that Lessee shall have and hold the Premises for a term beginning **November 1, 2025, the Effective Date**, and ending **December 31, 2025** (“Expiration Date”) unless sooner terminated as herein provided.

3. RENT. Beginning on the Effective Date, Lessee agrees to pay Lessor without notice, demand, deduction or set off, monthly rental in the amount of **\$5,000.00** per month payable in advance on the first day of each month during the term hereof. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due.

If Lessor fails to receive full rental payment within ten (10) days after it becomes due, Lessee shall pay Lessor, as additional rental, a late charge of **Three Percent (3.0%)** of the overdue amount, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Lessor will incur because of such late payment.

4. UTILITY SERVICES. Lessee is responsible and fully liable for all utility costs and expenses serving the Premises including connection and disconnection fees, if any. Lessee is responsible for Lessee’s garbage and refuse collection and disposal to the extent not provided by governmental authorities.

5. INSURANCE; WAIVER

a. Insurance. During the term of this Lease, Lessee shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence. The insurance policy provided for herein shall name as “additional insureds” Lessor, Beaufort Downtown Parking Lot, LLC, and their respective affiliates. Lessee shall provide to Lessor, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Lessee. Lessee shall provide evidence of all insurance required under this Lease to Lessor prior to the Effective Date. All insurance shall be placed with reputable insurance companies licensed in the State of North Carolina and having at least an "A" rating by a recognized rating service.

b. Waiver. Lessor (for itself and its insurer) waives any rights, including rights of subrogation, and Lessee (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Lessor or Lessee arising from any risk generally covered by the “all risks” insurance required to be carried by Lessor and Lessee. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

7. PERMITTED USES. The Premises shall be used for public parking. The Premises shall not be used for any other purposes unless Lessee obtains Lessor’s prior written permission. Lessee shall comply with and abide by all federal, state, county and municipal statutes and ordinances, laws and regulations affecting the Premises, the improvements thereon, or in any activity on or in such Premises. Lessee shall not cause or permit any waste to occur in the Premises. Lessee shall keep the Premises, and every part thereof, in a clean condition, free from any objectionable noise, loud music, or nuisances.

8. ALTERATIONS, IMPROVEMENTS AND CHANGES. Lessee with the prior written consent of Lessor, which consent shall not unreasonably be withheld, shall have the right to make such alterations, improvements and changes to the Premises as Lessee may deem necessary, provided that the value of the Premises shall not be diminished. Lessee shall be solely responsible for the costs associated with such modifications including the costs of any permits.

9. MAINTENANCE AND DESTRUCTION.

a. **Maintenance.** Lessee accepts the Premises in their condition as of the Effective Date and agrees they are suited for the Permitted Use. Lessee, at the sole cost and expense of Lessee, at all times during the term hereof shall be responsible for all maintenance and repairs of the Premises, necessary to keep the Premises in good order, condition and repair and in a tenantable condition. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee. Lessee agrees to return the Premises to Lessor at the expiration or earlier termination of this Lease, in as good condition and repair as on the Effective Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

b. **Destruction.** In the event the Premises are destroyed or damaged by fire, storm, flood, wind, casualty, collision, or any other cause whatsoever so as to render the Premises unusable for the Permitted Use, unless the damage or destruction is caused by Lessee and its employees or agents, Lessee may terminate the Lease. In the event of the termination of this Lease under the provisions of this Section, both Lessor and Lessee shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease. Upon such termination, all rent shall be prorated as of the date of termination, and in the event rent has been paid in advance, Lessor shall rebate the same for the unexpired period for which payment shall have been made.

c. **Lessor's Obligation.** Lessor shall not be obligated to make any repairs or replacements of any kind, nature, or description whatsoever to the Premises or improvements thereon except for damages or destruction caused by Lessor, its agents or employees. In the event the damage or destruction is caused by Lessor, its agents or employees, the Lessor shall, or at the Lessor's option shall be responsible for reimbursing Lessee the costs necessary to, repair, replace, or restore the Premises. Said repair or reimbursement to Lessee shall be made within forty-five (45) days of Lessee presenting Lessor with an itemized invoice for the costs of the same.

12. GOVERNMENTAL ORDERS. Lessee, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Lessee's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Lessor and Lessee agree, however, that if in order to comply with such requirements the cost to Lessee shall exceed a sum equal to one (1) month's rent, then Lessee may terminate this Lease by giving written notice of termination to Lessor in accordance with the terms of this Lease, which termination shall become effective upon receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements.

14. ASSIGNMENT AND SUBLETTING. This Lease shall not be assigned nor shall the Premises be further sublet.

15. LESSEE'S DEFAULT.

a. Events of Default. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an “Event of Default”) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Lessee: (i) Lessee fails to pay when due the rental as provided for herein; (ii) Lessee abandons or vacates the Premises; (iii) Lessee fails to comply with or abide by and perform any non-monetary obligation imposed upon Lessee under this Lease within thirty (30) days after written notice of such breach; (iv) Lessee is adjudicated bankrupt; (v) a permanent receiver is appointed for Lessee’s property; (vi) Lessee, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (vii) Lessee makes an assignment for benefit of creditors; or (viii) Lessee’s effects are levied upon or attached under process against Lessee, which is not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof.

b. Remedies upon Default. Upon the occurrence of an Event of Default, Lessor may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (i) Lessor may terminate this Lease by giving written notice to Lessee and upon such termination shall be entitled to recover from Lessee damages as may be permitted under applicable law; or (ii) Lessor may terminate this Lease by giving written notice to Lessee and, upon such termination, shall be entitled to recover from the Lessee damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated). No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Lessor’s right to collect rent for the period prior to termination thereof.

16. LESSOR'S DEFAULT. In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph.

17. SIGNS. Lessee shall be permitted to install signs without the written consent of Lessor so long as the same are in compliance with Town of Beaufort ordinances related to signs.

18. LESSOR’S ENTRY OF PREMISES. Lessee shall permit Lessor and its agents and employees, upon reasonable notice to Lessee, to enter upon the Premises during reasonable hours for purposes of inspecting the same.

19. QUIET ENJOYMENT. Lessor warrants and represents to Lessee that Lessor has full right and power to execute this Lease and that Lessee upon payment of the rent and

performance of the terms and conditions contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease subject to the terms hereof.

20. ABANDONMENT. Lessee shall not abandon the Premises at any time during the Lease term. If Lessee shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Lessee and left on the Premises for thirty (30) days, at the option of Lessor, shall be deemed abandoned, and available to Lessor to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

21. NOTICES. Notices required to be given hereunder shall be given in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given on the third day following deposit with the United States Postal Service, or via overnight delivery, in which case notice shall be deemed given on the day of delivery. Such notices shall be addressed to the other party as follows:

If to Lessor: Town of Beaufort
Attn: Town Manager
701 Front Street
Beaufort, NC 28516

If to Lessee: Premium Parking Partners II, L.L.C.
Attn: General Counsel
601 Poydras St Ste 1500
New Orleans LA 70130-6061

The addresses set forth may be changed from time to time by written notice as provided herein. The inability to deliver notice because of a change of address for which no notice was given, or rejection or other refusal to accept notice, shall be the notice required hereunder as of the date of such attempted delivery or refusal to accept delivery.

23. WAIVER. No failure of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor’s right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

24. AUTHORITY. Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party.

25. ATTORNEYS’ FEES. In case either party hereto commences any litigation against the other involving this Lease, any provisions thereof, or any rights thereunder, the nonprevailing party to such litigation shall pay to the prevailing party thereto, reasonable attorney fees incurred by such prevailing party in such litigation.

26. MISCELLANEOUS.

a. Severability. In the event that any term or condition of this Lease or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder thereof in the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this Lease shall be valid and enforceable to the full extent permitted by law.

b. Paragraph Headings. The paragraph headings used in this Lease are for convenience of reference only and shall not be considered terms of this Lease.

c. Number, Gender. As the context herein may require, the singular shall be deemed to include the plural, the masculine form shall be deemed to include the feminine and neuter, and the neuter form shall be deemed to include the masculine and feminine.

d. Law Applicable. This Lease is entered into in North Carolina and shall be construed under the laws, statutes and ordinances of such jurisdiction.

e. Entire Agreement. This Lease contains the entire agreement and understanding between Lessor and Lessee, and there are no oral understandings, terms or conditions, and neither Lessor nor Lessee has relied upon any representation, express or implied, not contained herein.

f. Additional Instruments. Lessor and Lessee shall execute and deliver any instruments necessary to carry out any agreement, term condition or assurance in this Lease whenever the occasion shall arise and the request for such instrument shall be made.

g. Presumptions. There shall be no presumption or interpretations against any party as a result of drafting, causing to be drafted, or participating in the drafting of this instrument.

h. Identity of Interests. The execution of this Lease or the performance of any act or acts pursuant to the provisions hereof shall not be deemed to have the effect of creating between Lessor and Lessee any relationship of principal and agent, partnership, or relationship other than that of Lessor or Lessee.

i. Counterparts. This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(SIGNATURE PAGE TO LEASE AGREEMENT)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

TOWN OF BEAUFORT, a municipal corporation under the laws of the State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

Attest: (TOWN SEAL)

Town Clerk

(SIGNATURE PAGE TO LEASE AGREEMENT)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

Premium Parking Partners II, L.L.C.

By: _____

Name: _____

Title: _____

Date: _____