



AGENDA
BREVARD CITY COUNCIL - REGULAR MEETING
Monday, June 2, 2025 - 5:30 PM
City Council Chambers

A. Welcome and Call to Order

B. Invocation

Pastor Kenneth Albright, Lutheran Church of the Good Shepherd

C. Pledge of Allegiance

D. Certification of Quorum

E. Approval of Agenda

F. Approval of Minutes

1. May 19, 2025 Regular Meeting

G. Public Comments

H. Certificates / Awards / Recognition

1. Proclamation No. 2025-19 Juneteenth
2. Proclamation No. 2025-20 Pride Month

I. Special Presentation(s)

J. Public Hearing(s)

1. Proposed Amendment to the Official Zoning Map of the City of Brevard - Inn at Brevard Conditional Zoning District

K. Consent and Information

1. Resolution Authorizing Upset Bid Process for Surplus Property on James Street
2. Council Rosenwald Community Advisory Board Meeting Minutes - February 20, 2025
3. Council Rosenwald Community Advisory Board Meeting Notes - March 20, 2025
4. Council Parks, Trails & Recreation Committee Meeting Minutes - April 16, 2025

5. Council Finance, Human Resources and Citizen Appointment Committee Meeting Minutes - April 28, 2025
6. Correspondence *(No Action. Offered as information only.)*
 - a. ABC Board Meeting Minutes - April 24, 2025

L. Unfinished Business

1. Approve FY 2025-2026 Budget and Ordinance
2. Appointment to Rosenwald Community Advisory Board

M. New Business

1. Code of Conduct for City Council Appointees
2. Fire Engine Replacement and Funding Strategy

N. Remarks / Future Agenda Considerations

O. Closed Session(s)

1. Potential Litigation: NCGS §143-318.11(a)(3)

P. Adjourn

Agenda Posted, Website, Sunshine List (May 29, 2025)
D. Hodsdon, City Clerk

To review Agenda materials, go to the City's website www.cityofbrevard.com. Select "Your Government" tab followed by "Agenda Packets" tab. Agenda packet materials are posted on Thursday afternoon prior to Council's Monday meeting.

**MINUTES
BREVARD CITY COUNCIL
Regular Meeting
May 19, 2025 – 5:30 PM**

The Brevard City Council met in regular session on Monday, May 19, 2025, at 5:30 p.m. in the Council Chambers of City Hall with Mayor Copelof presiding.

Present – Mayor Maureen Copelof, Mayor Pro Tem Gary Daniel, and Council Members Mac Morrow, Aaron Baker, Lauren Wise and Pamela Holder

Staff Present – City Attorney Mack McKeller, City Manager Wilson Hooper, City Clerk Denise Hodsdon, Assistant City Manager/Finance Director Dean Luebbe, Assistant City Manager David Todd, Human Resource Director Kelley Craig, Communications Coordinator Becky McCann, Planning Director Paul Ray, Assistant Planning Director Aaron Bland, Police Chief Tom Jordan, Public Works Director Wesley Shook, Wastewater Treatment Plant ORC Aaron Winans, Water Treatment Plan ORC Dennis Richardson, Community Center Director Tyree Griffin, Police Captain Aaron Thompson, and Police Department Evidence Collection Technician Eden Hinds

Guest/Presenter – Kyle Seaman of KCI (via Zoom); and Meg Lebeck and Crystal Watkins of Housing Assistance Corporation

Press – Dave Bradley, Transylvania Times and Dan DeWitt, Brevard NewsBeat

A. Welcome and Call to Order – Mayor Copelof called the meeting to order and welcomed those present.

B. Invocation – Reverend Dr. Sharad Creasman of Brevard College offered an invocation.

C. Pledge of Allegiance – Mayor Copelof led the pledge of allegiance.

D. Certification of Quorum – City Clerk Denise Hodsdon certified that a quorum was present.

E. Approval of Agenda – Mr. Hooper asked to remove Item M-2 Fire Engine Replacement and Funding Strategy from the agenda. Mr. Morrow moved, seconded by Ms. Holder to approve the agenda as amended. The motion carried unanimously.

F. Approval of Minutes

F-1. April 21, 2025 Regular Meeting – Mr. Baker moved, seconded by Mr. Wise to approve the minutes of the April 21, 2025 Regular Meeting as presented. The motion carried unanimously.

F-1. May 5, 2025 Regular Meeting – Mr. Daniel moved, seconded by Mr. Morrow to approve the minutes of the May 5, 2025 Regular Meeting as presented. The motion carried unanimously.

G. Public Comments

Rick Rowe of 129 West Lane said I built my house in 2022 to be here for my mom and be her caregiver. During the course of construction of my house the person that moved into the house across the street...but right now the house is deplorable. There is no running water and my estimation is that there is no power, but there is an individual that lives there. I have spoken with the Police Department, the Sheriff's Department, I have even spoken with the Planning Department, the Environmental Department and nothing has been done. The last time I spoke with the Police, they

actually told me that I needed to come to the meeting with photographs to remind you of what kind of shape this house is in (he provided photographs that are on file in the City Clerk's office). He said my concern is the house, and I'm actually trying to sell the house now because that's one of the problems. I have spoken to several residents in the area that have the same concern. It is my concern because it is affecting my property values and I actually don't want to sit on my front porch and have to look at that. I just paid \$4300 for property taxes between city and county, and if I've got to look at something like that, then that is why I've got a for sale sign in my yard. I'm praying that you all will look at that and understand my concern. I've brought it to many people's attention and I built the house in 2022 and nothing has been done; the guy is still there and I don't know what else to do. I'm putting it in your hands.

Dale Nash of 1668 Probart St. said I want to talk about the proposed development on the 11-acre parcel of land across the street from my office. I moved to my property in 1979 and I have been there ever since. My daughter went to France for six months to study French and stayed three years. I went to visit her there once near Montclair and I saw some strange activity going on. They were dumping out huge amounts of wine and wasting it. As I tried to investigate what was going on, they said that France made such good wine in many places, and the fact that this geographic area and the soil produced really bad wine, they didn't want it to discredit France's good reputation as far as a producer of great wines. So the French government thought it was in their best interest to encourage the orchard, the winery, the crops to continue to be cultivated, they wanted the village to continue to be charming and clean and the cobblestones to be attractive to tourists because they knew that they were maybe the number one tourist destination of the United States. So, rather than have crowded streets and dense population and only people that were making the world-class wine, they chose to preserve the quality of the community, the environment, and the lifestyle because it was what they wanted to live in, and that's what they knew was the best attribute to the people of their country--the nature and the beauty and the lifestyle. And I think that's our best..we've got lots of good things. We used to have healthcare that I was really proud of. I love the Music Center and there's lots of things we've got, but I think nature is what we have mostly to thank for the attractiveness of this town.

Volney Tinsley of 14 Jasmine Lane said I was born and bred in Brevard so I have been here a long time and have seen a lot of changes in the city, mostly good, and I appreciate your all's time and what you do for the city. My concern tonight is parking, which we've been dealing with for a long time and you all have tried to work with it also. I know you also have worked out a deal with Comporium to help get extra parking for the area. I own a building on West Jordan St. which has three residents and two commercial businesses on the street. The problem they have constantly is finding parking for the ones that work and open their business there, trying to find a place to park that they can even get in and get open and bring and carry their supplies every day. The residents have an issue trying to get their supplies and groceries in and out, and trying to live in Brevard; find a place to park where they can carry their items and get there. They can't park in the street and block traffic to do their unloading. They carry it from wherever they can park. I realize in a large city, the walking from Comporium up to the middle of town is not a big deal, but in a small town it is a big deal. The life of the merchants that work here and trying to make a living depends on people being able to come in and shop and find a place to park. As an outsider looking in, we don't understand and see all the problems that you all deal with every day. But why on earth you would agree to a design to remodify the sidewalks in town, which they needed, and trees were taken over the sidewalks, the plan that would eliminate as many parking spaces as it did, I just don't understand. The one thing you need is more parking, not less parking and I can assure you that people trying to come to Brevard are not coming in here to see the sidewalk fixed up, the extra shrubbery that was put down in those bumpout areas, which creates more work for your maintenance people to keep it up, or do they drive into town just to sit on a park bench? They drive into town to spend money and to find a place to park to do that. My request to you all is consider the parking lot on West Jordan St. It has a lot of parking there. Consider some kind of a plan where you could give a sticker on an inside windshield for the people that work and try to make a living working in town and for the residents that live here. It would

give them special parking there because they work in the town, they support the town, and the people that live here trying to make a living getting in and out. Either give them that benefit and let the other people that are trying to shop and spend money here a place to park and conveniently get to their place, or look at other discount parking, but just consider an opportunity to use that parking place to be beneficial. I'm in town every day and that parking lot is not full every day, so please give that some consideration.

Jesse Draper of 83 Kaden Lane said I am here to speak about the Brevard 2030 Comprehensive Land Use Plan, the Unified Development Ordinance (UDO) and the proposed Burl Haven 11.5 acre housing development. A few of us met with the City Planner to review the proposed Burl Haven development. We can easily say that the development does not meet the 2030 Comprehensive Land Use Plan. The plan "will serve as a strategic guide for land use, infrastructure and programming decisions for the city and extra-territorial jurisdiction. The future land use map and accompanying character descriptions should be referenced by decision makers including city staff, Planning Board, and City Council in rezoning cases and development proposals. This plan should serve as a guidance to investors and the general public when making land acquisition and development decisions." Also, on page 34 of the plan, paragraph LUH-3 stipulates rezoning according to the Comprehensive Land Use Plan: "evaluate rezoning requests based upon Future Land Use Map and character area descriptions." The city planners also possess the highly technical UDO to ensure that the proposed development complies with the required ordinances and regulations. On page 34 of the Comprehensive Land Use Plan it explains how the UDO should be updated by the plan: "evaluate, update and amend city policies and ordinances to ensure consistency with the Comprehensive Plan and Future Use Map. Amend the UDO to support implementation of the Comprehensive Land Use Plan." So, my point is that the proposed Burl Haven development over by Kaden Lane does not meet the Comprehensive Land Use Plan for future developments and, 2) it does not meet the UDO requirements if the UDO was updated per the plan. Some current approvals based upon the UDO may not be correct and will need to be amended. The proposal design shows conventional subdivision development, although the site is designated as a conservative design low-density area on the Land Use Plan. Neighbors and many concerned residents of Brevard understand that the 11.5 acres will eventually be developed.

Laura Raintree of 70 Kaden Lane said I am neighbors with Mr. Draper and across the street from Dr. Nash. To dovetail with what Mr. Draper was saying, there is a conflict between what our land is rated on the Comprehensive Land Use Plan that is on the City website versus what the city has in pictures. It's a small bumpout that was petitioned by John Taylor like 30 years ago to be included in the city limits for his development, which is where we live now. Now the land is in the holdings of a LLC that is financed by someone from Jacksonville, Florida to put in 65 homes on a heavily wooded steep slope 11½ acres with one entrance and exit onto Probart, which is the state road side. There are no sidewalks, bike lanes, and it is directly across from Dr. Nash's business exit on a blind turn where it is 35 mph. We're looking at a lot of ecological destruction; it is a wildlife corridor currently for black bear, turkey and even some large cats moving back and forth into Bracken Mountain Preserve. And, there are about five out of the eight goals on the first page of the Comprehensive Land Use Plan, which this development is completely out of integrity with. My understanding of integrity is when our values are in alignment with our actions. So the values stated in this land use plan are not being demonstrated by the permitting process of this high-density development being squeezed in between public housing in the Crest and the Rosenwald Community and this tiny little last street of city limits before the county extension. I contacted Mr. Ray at the Planning Department and there is no way he said for citizens or the City Council to have something rezoned unless it's the landowner's request. So we have this conflict; there is this land use plan that we all spent ten years taking public comment on, mandated by the state, that says our neighborhood is rated GR-4, but then the city has plans and permits for it being high density. So we need help; we don't know what else to do other than possibly, as a neighborhood, hire a lawyer to try to ameliorate or abate this destruction. We understand development is going to

happen, but it needs to happen in a way that is in integrity with our values that are stated in this land use plan that everyone in the city agreed upon. Please help us.

Harvey Sankey of 51 Lake House Trail said I am here to address one of your items on New Business, the interlocal agreement with the Transylvania County Sheriff's Office for supplemental patrol services. As you well know, you've asked the Sheriff to help you out on the third shift. We don't have enough patrol people to cover that shift adequately. I urge you to sign this agreement and let the Sheriff run it the way he thinks it should be run. He's got experience and he could do the job. Stop kicking the can down the road when it comes to solving the Brevard Police Department problems. Get this done now. This third shift is a safety issue—that's probably where the criminals like to work; nice and dark and not too many people around. The life you save on the third shift can be one of our own citizens so I ask you to please sign that agreement and let's get the third shift, for safety reasons, taken care of. Also Madam Mayor, you indicated on your Facebook page that the social district area generated \$127,500 in increased business. I would like to know when you get a chance to find out how that was arrived at and who arrived at it.

Ron Young of 77 Kaden Lane said I am here to speak about my concerns pertaining to Burl Haven, the high-density housing development proposed on 11 ½ acres off Probart St. that will clearcut and bulldoze flat heavily wooded and steep slope property. I am very concerned about habitat loss and the environment. This development shows absolutely not regard for the natural world. 35% of the world's forest cover has been destroyed, much of it in the last 300 years; 4.94B acres, that's twice the size of the United States. Here in Brevard we promote outdoor activities—cycling, hiking, walking, stargazing; we are designated as a Tree City USA. Much of the economy in Transylvania County is dependent on state parks, national forests, and people who come here for the outdoors. I am going to play some recordings now for you. He played recordings of chainsaws, heavy equipment, and a number of songbirds identified by the Merlin app, and said this is about 120 feet from Burl Haven. 11½ acres of pristine habitat, all kinds of trees, other vegetation for birds, mammals, insects, all interwoven, but when the chainsaws and bulldozers are done, it will guarantee the death of hundreds, if not thousands, of living creatures. Brevard, we can do better.

Skylar Jeffery of 1588 Probart St. said I am also here to speak about Burl Haven; about the potential impact of a development of that size on traffic, pedestrians and cycling, on Probart and around town. According to Brevard City Planning, each additional home is expected to produce ten vehicle trips per day; this includes deliveries and maintenance. With the current Burl Haven plan, looking like 65 to 70 homes, this will be upwards of 600 additional vehicles on Probart each day. That averages to an additional car on Probart Street every minute for ten hours straight every day. When the City of Brevard commissioned the traffic survey on Probart Street in October 2023, there was an average of 713 vehicles passing the Music Center every day. 600 more daily vehicles would be a 90% increase in traffic. Those additional cars would probably cause issues on Probart, down Railroad, and at the intersection of McLean and 64 in front of Ingles. In the 2030 Comprehensive Land Use Plan, it states Brevard will be a premier destination for biking and walking, for the safe and expansive network of bicycle and pedestrian facilities connecting the city to the surrounding outdoor recreation and cultural destinations. I will tell you that Bracken Mountain Preserve and the Brevard Music Center are two premier destinations of Brevard. Those are accessed by Probart Street and more traffic on Probart Street will not make these destinations safer to access from town for cyclists or pedestrians. Probart Street is part of the Brevard to Rosman bicycle route, Transylvania County bike route #6. Numerous sanctioned bicycle events that bring tourists to Brevard use Probart Street as part of their route. I hope the future Burl Haven development can be designed in a way that doesn't affect the safety and accessibility of our town to pedestrians and cyclists.

Dr. Paula Hartman-Stein of 249 Pine Mountain Trail, Task Force Coordinator for Age-Friendly Brevard, said this is a reminder of a program that Age Friendly Brevard is offering a free to the public seminar on advanced care planning on Wednesday May 28th at 10:00 am at our library. Statistics show that only 30% of people have advanced care

plans completed. If you are one of those 30%, think about where your advanced care plan documents are kept. If they are kept, as ours are, in a drawer or in a safe, that is not very adequate should a crisis occur. At this program Dr. Heather Altman is going to explain about advanced care plans, and she is going to help us upload it to the cloud on a website called Mindmyhealth.org. This is worth going to, so I hope to see you all there.

Connie Nash of 1668 Probart St. said I think whatever we invest in, we ought to look what it really invest in down the road. Is it for all kinds of people, or is it just to bring in more and more money to the extra wealthy? Here's a book (she held up a copy of "Faith Beyond Borders") that has a lot to do with Habitat for Humanity and Jimmy Carter's work and other people. I have just been for years trying to be a writer about this kind of situations and I have grown to love nature more and more living here. I just want us each to ask our consciences if this is what we really want to invest in.

H. Certificates/Awards/Recognition

H-1. Proclamation No. 2025-17 Honoring Rhodes Scholar Madeline Dierauf and Presentation of Key to the City – Mayor Copelof read Proclamation No. 2025-17 Honoring Rhodes Scholar and Brevard Native Madeline Dierauf, Awarding Her a Key to the City of Brevard, and Naming June 1st through June 7th, 2025 as "Madeline Dierauf Week" in the City of Brevard. She presented the Proclamation and Key to the City to Ms. Dierauf.

PROCLAMATION NO. 2025-17 A PROCLAMATION HONORING RHODES SCHOLAR AND BREVARD NATIVE MADELINE DIERAUF, AWARDING HER A KEY TO THE CITY OF BREVARD, AND NAMING JUNE 1st THROUGH 7th, 2025 AS "MADELINE DIERAUF WEEK" IN THE CITY OF BREVARD

WHEREAS, Madeline Dierauf is a culture preservationist and folk musician from the City of Brevard who in 2025 was awarded a Rhodes Scholarship to Oxford University; and

WHEREAS, Madeline is the daughter of the late Beth Dierauf and Roland Dierauf. She is a graduate of Brevard High School and Davidson College; and

WHEREAS, Brevard's culture has influenced Madeline's successful scholarly pursuits in folk arts, literature, and the people of the Appalachian region; and

WHEREAS, Oxford University is considered to be one of the world's top universities, and the Rhodes Scholarship is one of the most prestigious academic awards in existence; and

WHEREAS, noteworthy Rhodes Scholars include former President Bill Clinton, former National Security Advisor Susan Rice, journalist George Stephanopoulos, and columnist Nicholas Kristoff; and

WHEREAS, Rhodes Scholars that are perhaps not as famous occupy positions of prominence in the fields of human service, government, science, business, business, law, medicine, arts, journalism, athletics, religion, academia, and others; and

WHEREAS, the City of Brevard holds most high the virtues that earned Madeline this monumental recognition: scholarship, service, and commitment.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BREVARD THAT:

- 1.) This body expresses to you, Madeline Dierauf, on behalf of our citizens and officials, our utmost pride in and appreciation of your achievements, and our deepest thanks for representing the best of Brevard around the world.
- 2.) A Key to the City is hereby bestowed to you, Madeline Dierauf, in recognition of your service to humankind, your achievements, and your character.
- 3.) June 1, 2025 through June 7, 2025 shall be recognized as "Madeline Dierauf Week" in the City of Brevard, and its observance commended to all Brevard's residents and visitors.

IN WITNESS WHEREOF, I have set my hand and executed the Great Seal of the City of Brevard on this the 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

H-2. Proclamation No. 2025-18 National Public Works Week – Mayor Copelof read the proclamation aloud and presented it to Public Works Director Wesley Shook.

**PROCLAMATION NO. 2025-18
NATIONAL PUBLIC WORKS WEEK
May 18–24, 2025
“People, Purpose Presence”**

WHEREAS, Public Works Professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Brevard; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Brevard to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard, do hereby designate the week May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our Public Works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Brevard to be affixed on this 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

I. Special Presentations – None.

J. Public Hearing(s)

J-1. Proposed FY 2025-2026 Budget and Ordinance – Mr. Hooper noted that this year’s budget was built during a time of economic uncertainty, a slowing economy, uncertainty from Raleigh and Washington, possibly the impacts of the storm—all those things affected the budget as it is recommended. It was also built following a property revaluation conducted by Transylvania County which saw residential property values skyrocket. It does indeed contain a tax rate 2.75 cents above our revenue neutral rate of 33 cents. The impact of this tax rate will vary from property to property, but for a house valued at \$350,000, the 2.75 cent increase equates to \$96. However, it maintains all services and covers the increased cost of things we have to buy to provide those services. It also endows Council’s priorities – housing, recreation, and downtown. It invests in employees giving all employees a 3.5% cost of living increase, keeping them ahead of CPI and ensuring that all employees make above the living wage for our area. It also funds our employee benefits package at the same level as before.

At 6:20 p.m. Mr. Wise moved, seconded by Mr. Morrow to open the public hearing. The motion carried unanimously.

Public Participation:

Steve Keate of 269 Evergreen St. said thank you for allowing me to address your proposed 2025-2026 city budget and your road map for the future of our community. I

would like to start by applauding you and the City Manager for sharing the transparent and detailed budget documents with the public; they really were outstanding. They clearly reflect your priorities, priorities I fundamentally disagree with, rooted in a progressive ideology and stirring Brevard towards a future that burdens taxpayers and risks the city's unique character. Consider the numbers—your proposed general fund budget surges nearly 12% over this year's projection. The budget allocates \$192,000 to run three community centers. Does the city need three community centers? It funnels \$111,000 to your hand-picked charities. Isn't it the role of individuals, not government, to choose which charities they want to support? Additionally, setting a \$17.55 minimum wage for city employees, well above market rates, asks the taxpayers to overpay for city services. And, spending \$198,000 to subsidize affordable housing, work best left to the private sector, further inflates costs borne by the taxpayers. Paying for your proposed budget will require an overall 8.3% property tax increase, which will squeeze families already struggling with rising costs. Individual property tax bills will vary from the 8.3% average, depending on the recently completed property value assessments conducted by the County. However, the public should not be misled. This budget will require an 8.3% increase in property tax revenue. Under your leadership Brevard risks becoming Asheville south with rising crime, worsening drug issues, growing homelessness, and crumbling basic services. We've seen this pattern replicated throughout America in cities run by other progressive leaders. You have the power to pivot—to prioritize fiscal discipline, protect taxpayers, and restore Brevard's safety and charm. I urge you not to adopt this budget.

Rodney Locks of 187 S. Rice St. said City Council's top three priorities are tourism, recruitment, and affordable housing. The budget meets these needs. You are asking me do I agree to spend our money as recommended? You budget \$10,943,900 for personnel; \$10,014,300 on operation, and \$1,735,000 on capital projects. I am willing to pay for initiatives to bring in high paying jobs so that your constituents can afford to live, work, play, spend their money, and raise their children here in Brevard. I am willing to support you to become a high-quality government organization that employees want to work for because you pay competitive salaries and compensation, provide quality services and are not in the Carolina Public Entity Cooperative Health Insurance Pool. What I don't like about the budget is the following: 1) you choose to increase property taxes by .0275 cents when you could have drawn \$600,000 from the Fund Balance; 2) you chose not to sell the property on W. Main St. that you purchased in 2024 for \$151,000; after appraisal this property would be worth considerably more and this windfall you could use to help fund reduced taxes or water rates and still connect to the Estatoe Trail, which you like, in the future; 3) you chose to make the property tax rate on the Heart of Brevard .0175 cents per \$100 valuation, and on the residents .3575 cents per \$100 valuation; 4) you chose to increase the water rate on the first 1000 gallons by 4%; at the same time you choose to offer 30% reduction in utility rates subject to an agreement that such business achieve economic development performance measures; 5) you choose to increase the government-imposed annual burden on the residents of the low-income level with tax increases and water rate hikes. The annual budget calculation included property tax, refuse fees, garbage, recycling, utility fees and consumption, and stormwater fees. It does not consider how much we pay for goods and services—electric, gas and rent; 6) you chose to decrease the overall annual burden on residents with high property taxes and some commercial and industrial properties, making the low-income residents shoulder most of the annual burden. The annual burden can reduce the low-income residents' annual salary by \$1500 to \$3441 a year; 7) you chose to set the city's compensation level at the lowest level so an employee makes no more than the living wage of \$17.55, or \$35,100 for 50 weeks, and increase compensation by 3.5%, so employees stay ahead of inflation, but a full-time employee will make at least \$36,000 a year and still be considered low income to very low income and not afford to live in Brevard; 8) you chose to stay the course on Downtown Master Plan and Multi-use Path; 9) you chose to donate 20% to the DOT project. This year you are donating \$75,000 to the DOT Roundabout Betterment and Maintenance Fund for landscaping and aesthetics. Who needs a pretty roundabout, much less roundabouts?

Rebecca Wynn of 180 Duckworth Ave. said I'm going to finish what Mr. Locks had to say. We don't need no pretty roundabout of course. You choose to replace the Estatoe Trail boardwalk to the tune of \$4400 to just under \$1.3M, which is on Page 133, which it should be torn down and not replaced instead of fixing the culvert on Mills Ave. Next, you have to fix Cashiers Valley Rd. due to excess traffic. Now, his response is he does not agree with the budget because, as he has told you before, people cannot afford to live in Brevard and Transylvania County. City Council needs to change directions and focus on community and residents. Show Brevard City Council is committed to improving the quality of life of it residents in tangible measurement ways. I can suggest how to do that, but he doesn't have enough time. But, what I want to tell you about...last year I came up here and told you all how much money I make. I made \$26,706 a year. This year I made \$27,638, an increase of \$932, or \$77 a month. Out of that \$77, I got to pay 2.75 increase on my property taxes, 4% for a gallon of water, and I don't know how you expect me to live. But, then you had a sheet of living wages that you had on one of your pages, and so what I did was I just compared what you had to what I have. You had food \$4180, mine is \$4800. I don't have any childcare. Your medical expense was \$3135; mine is \$3318. Housing \$10,289—I don't know where you're going to find a house and build it for \$239, unless it's back there across the street from where that young man is talking about; mine is \$14,000. You talk about transportation and mine, I used that as gas and maintenance for my car, now that's okay because that's about \$3,000 a year. Instead of civics, I don't know what that meant, but I use \$1500 is mine. You got internet and mobile, that's just cell phone, you have \$1418; mine is \$2400. You said other, what I've put for other, you got \$3903, I used that for utilities—lights, water and gas—mine was \$4984. And it says required income for this is \$34,838. All I got is \$27,638 and I paid over \$5000 in taxes and that right there is more than \$32,000 that I'm spending and that's not including any of the activities, not including medicine, and for heaven's sake if I want to go out, I sure can't go out and eat. My income is \$7000 less than poverty level now and with the increase of taxes, how do you expect me to live? I will be a statistic along with the other 4100 other people in this county. So, consider those people that are still living here; it's got to be livable for people here in Brevard.

Harvey Sankey of 51 Lake House Trail said I would like to address the budget, and the last speaker said it very well, about what I'm going to talk about. The middle-to-lower income homeowners are going to pay anywhere from 20-30% increase on their property taxes over last fiscal year using the revenue neutral rate of 33 cents per \$100, and you want to increase that by 8.3%. The revaluation will not be the cause of this 8.3%; you will be the cause because you are increasing the tax rate. Middle and lower-income homes are faced with inflation right now, as far as groceries are concerned, gas, possible cutbacks in Medicare, Medicaid and Social Security. A lot of these people are living on fixed income; they can't afford this 8.3% increase. This is only a one-year deal here folks; we're only asking you to keep it at the revenue neutral rate of 33 cents, just for one year to help these people out. They need the help. \$50 to \$90 more because of this 8.3%; some of these people could buy a nice birthday present for their grandkids, they could buy nice Christmas presents for the kids, they could take this money for gas and visit their grandparents/grandchildren. These are the people you are hurting right now here in Brevard if you give them that 8.3% increase. I urge you, and I know a few of you on here can say no, if you want to. Please do so if you have the compassion for the lower-income/middle-income people. Say no, please I ask you to do that, and for all of the other people who are living on a fixed income here in Brevard.

At 6:36 p.m. Mr. Morrow moved, seconded by Mr. Daniel to close the public hearing. The motion carried unanimously.

During questions/comments from Council Mr. Baker recalled that during the Budget Workshop Council recommended that in order to keep pace with the living wage, that lower paid employees would receive a 3.5% COLA and the rest of staff would receive 2.8%. He noted that following the City Manager's Budget presentation at the last meeting he had provided further information regarding various scenarios for COLA

adjustments for employees. Ms. Holder also had questions regarding the COLA recommendation of 3.5% across the board.

Mr. Hooper explained that the proposal from the workshop didn't name at the time where that line would be drawn. Staff calculated four scenarios: a 3.5% across the board COLA, a 2.8% across the board COLA, a tiered plan adjusting employees Grade 20 and below by 3.5% and those at Grade 22 and above at 2.8%, and a tiered plan adjusting those employees in Grade 10 (the lowest grade) by 3.5% and everyone else at 2.8%. Staff considered a fair line that would not cause some of the typical issues you encounter when you do a tiered compensation system, such as compression, people in lower pay grades with lower skills sometimes getting paid more than a person with more skills in a higher grade. We found a vacant Grade 21, so theoretically you could increase Grades 20 and below by a higher percentage than you would increase Grades 22 and above and avoid that compression. However, when we ran the numbers we discovered that that only saves about \$16,500 on a \$10M budget. Due to the minimal savings and the effect on morale and the other consequences that we face by having a tiered system like that he is recommending the 3.5% across the board compensation increase. This scenario will keep every employee above the living wage and minimize the burden we'll be asking employees to bear by paying more for employee/dependent health insurance coverage. There will be no compression or pay equity issues introduced under this plan.

Ms. Holder mentioned that there was a significant point made regarding the \$110,000 for charities and noted that we should not be paying more than 10-20% of a charity's budget. She asked if we could agree on a percentage over which we would not carry a charity's budget.

~~ At 7:00 p.m. Mayor Copelof called for a ten minute break ~~

J-2. Proposed Amendments to City of Brevard Traffic Schedule - Four-Way Stops at West Main St / Oaklawn Ave; and S Oaklawn Ave / W Morgan St / Carver St – Aaron Bland explained that the proposed amendment creates four-way stops at the following two intersections:

- West Main Street / Oaklawn Avenue
- South Oaklawn Avenue / West Morgan Street / Carver Street / Hamlin Avenue

Because each of these intersections have different characteristics that make them somewhat hazardous or confusing, the four-way stop treatment is proposed for both intersections. The Planning Department and Police Department recommend in favor of the amendments.

At 7:16 p.m. Ms. Holder moved, seconded by Mr. Morrow to open the public hearing. The motion carried unanimously.

Public Participation:

Don Rowe said we live at the intersection of Carver and South Oaklawn and I want to say I support this. I am very appreciative of the fact that I have been able to speak to you, Maureen, and then later to the City Manager, and got a fairly quick response. It is a very dangerous intersection. I personally have escaped being hit twice within three feet because people could not see at all when they come up the hill. There is absolutely no visibility to the left because of the bank which cannot be removed because there is a 14-inch pressure water main that runs underneath that bank. I do appreciate the consideration that was given to this and the rapid way you addressed the issue.

At 7:17 p.m. Mr. Baker moved, seconded by Mr. Daniel to close the public hearing. The motion carried unanimously.

Following brief discussion by Council, Mr. Baker moved, seconded by Mr. Morrow to approve the amendments to the Traffic Schedule as presented. The motion carried unanimously.

ORDINANCE NO. 2025-26
AN ORDINANCE AMENDING CITY OF BREVARD CODE OF ORDINANCES
AND TRAFFIC SCHEDULE TO CREATE FOUR-WAY STOPS AT WEST
MAIN STREET/OAKLAWN AVENUE & SOUTH OAKLAWN AVENUE/WEST
MORGAN STREET/CARVER STREET/HAMLIN AVENUE

WHEREAS, the NCDOT Board of Transportation has removed West Main Street from Caldwell Street westward from the State Highway System, thereby making this section a City owned and maintained street; and,

WHEREAS, a public hearing was conducted on Monday, May 19, 2025, by the Brevard City Council, and, after hearing all persons wishing to comment, and upon review and consideration of the proposed amendments, it is the desire of the City Council of the City of Brevard Traffic Schedule be amended as outlined below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

SECTION 1. Brevard City Code of Ordinances Chapter 66: Traffic is hereby amended as depicted in Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference.

SECTION 2. The City Clerk of the City of Brevard is hereby authorized and directed to revise and amend the official records and the Brevard Traffic Schedule to reflect the change as set forth herein.

SECTION 3. The City Manager of the City of Brevard is hereby authorized and directed to cause the appropriate signs and pavement markings to be installed and enforcement of the foregoing provisions to be implemented.

SECTION 4. As to any conflict between this Ordinance and any parts of existing ordinances, the provisions of this Ordinance shall control.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 6. This Ordinance shall be in full force and in effect from and after the date of its adoption and approval.

Adopted and approved this the 19th day of May 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

K. Consent and Information - Consent Agenda items are considered routine and are enacted by one motion. Mayor Copelof read aloud the items listed and asked for a motion to approve the consent agenda. Mr. Wise moved, seconded by Mr. Baker to approve the consent agenda. The motion carried unanimously.

K-1. Tax Settlement Report - April, 2025

K-2. Ordinance Declaring Street Closures - White Squirrel Weekend

ORDINANCE NO. 2025-20
AN ORDINANCE DECLARING STREET CLOSURES
FOR THE 2025 WHITE SQUIRREL WEEKEND FESTIVAL

WHEREAS, Brevard City Council acknowledges a tradition of providing for festivals and special events downtown for the pleasure and enjoyment of citizens and visitors alike; and,

WHEREAS, Brevard City Council acknowledges that festivals and special events provide an opportunity for family-oriented activities that celebrate our small-town charm; and,

WHEREAS, Brevard City Council acknowledges these events require NCDOT system roads to be closed for setup, activities, and cleanup; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD,
NORTH CAROLINA THAT:**

SECTION 1. Pursuant to authority granted by G.S. 20-169, the City of Brevard hereby declares the following temporary road closures on the following described portions of the State Highway System:

Friday, May 24th – 6:00 AM – Midnight
Main Street (US 276) between Broad Street and Rice Street

Saturday, May 25th – All day
Main Street (US 276) between Caldwell Street and Rice Street
Broad Street (US 64) between Probart Street and Morgan Street

Sunday, May 26th – All day
Main Street (US 276) between Caldwell Street and Rice Street
Broad Street (US 64) between Probart Street and Morgan Street

Monday, May 27th – Until 2:00 PM
Main Street (US 276) between Broad Street and Gaston Street
Broad Street (US 64) between Probart Street and Jordan Street

SECTION 2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted and approved this the 19th day of May 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

**K-3. Sewer Pump Station Rehabilitation Project Capital Project
Amendment, Acceptance of Funds, and Approval of Additional Agreement with
CDM Smith**

**RESOLUTION NO. 2025-35
BY THE CITY OF BREVARD CITY COUNCIL**

WHEREAS, the City of Brevard has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs; and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$3,000,000 to perform work detailed in the submitted application for Project No. SRP-W-134-0277 Sewer Pump Station Rehabilitation and Replacement; and

WHEREAS, the City of Brevard intends to perform said project in accordance with the agreed scope of work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BREVARD:

- 1) That the City of Brevard does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$3,000,000.
- 2) That the City of Brevard does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.
- 3) That Wilson Hooper, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted and approved this the 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
s/ Maureen Copelof, Mayor

ORDINANCE NO. 2025-21
CAPITAL PROJECT ORDINANCE TO AMEND ORDINANCE
NO. 2022-64 SEWER PUMP STATIONS REHABILITATION PROJECT

BE IT ORDAINED by the City Council of the City of Brevard, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

Section 1: The budgeted expenditures and revenues listed under the ordinance 2022-64 will be increased by \$3,000,000.

Section 2: As highlighted at the April 21, 2025 City Council meeting, construction bids were received on the Sewer Pump Stations Rehabilitation Project and the project is considerably over budget. The City requested to utilize \$3,000,000 of directed funding from NCDEQ to cover the overage, and in late April of 2025 received notification from NCDEQ that the request had been granted.

Section 3: The following amounts are appropriated for the project:

Account Number	Account Name	Budget Amount
31-8540-6000	Sewer Pump Stations Rehab	\$2,873,000
31-8540-6000	Sewer Pump Stations Rehab	\$3,000,000
TOTAL PROJECT APPROPRIATION		\$5,873,000

Section 4: The following revenues are anticipated to be available for the project:

Account Number	Account Name	Budget Amount
31-3970-0700	ARPA SRP-W-ARP-0236	\$2,873,000
31-3970-0900	SRP-W-134-0277	\$3,000,000
TOTAL PROJECT REVENUE		\$5,873,000

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund or from any Enterprise Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Brevard, North Carolina, on this 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

K-4. Establishment of Hillview Street Culvert Replacement Capital Project and Approval of Hillview Street Culvert and Road Repairs Design Services

ORDINANCE NO. 2025-22
CAPITAL PROJECT ORDINANCE TO ESTABLISH HILLVIEW STREET
CULVERT REPLACEMENT CAPITAL PROJECT

BE IT ORDAINED by the City Council of the City of Brevard, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: In January 2025, the culvert running beneath Hillview Street (aka Mills Avenue), near Silversteen Park failed, causing the City to close the street. The issue was initially noted during an inspection immediately following Hurricane Helene, which occurred in late September of 2024. The sinkhole expanded drastically and began to undermine Mills Avenue, resulting in the closure of the sidewalk and street. Staff wishes to contract with the engineering firm, WSP, in the amount of \$119,130, as a first step in resolving this issue. Total costs on the project are not known at this time, but could be as high as 1.3M.

Section 2: The City has been in contact with FEMA in regards to this and other issues caused by Hurricane Helene. Although we have not received formal approval at this time, we are expecting that these repairs will be covered by FEMA. Any future commitments on this project will require City Council approval.

Section 3: The following amounts are appropriated for the project:

Account Number	Account Name	Budget Amount
31-8540-5200	Hillview St. Culvert Repair	\$1,300,000
TOTAL PROJECT APPROPRIATION		\$1,300,000

Section 4: The following revenues are anticipated to be available for project expenses:

Account Number	Account Name	Budget Amount
31-3760-0250	FEMA Reimb – Hillview St. Culvert	\$1,300,000
TOTAL PROJECT REVENUE		\$1,300,000

Section 5: The Finance Director is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 6: Funds may be advanced from the General Fund or from any Enterprise Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 7: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 8: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 9: Copies of this capital project shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

ADOPTED by the City Council of the City of Brevard, North Carolina, on this 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

K-5. Council Finance, Human Resources & Citizen Appointment Committee Meeting Minutes – March 24, 2025

K-6. Council Public Safety Committee Meeting Minutes – March 24, 2025

K-7. Council Public Works & Utilities Committee Meeting Minutes - April 2, 2025

K-8. Council Housing Committee Meeting Minutes - April 8, 2025

K-9. Council Public Works & Utilities Committee Meeting Minutes - April 8, 2025

K-10. Council Downtown Master Plan Committee Meeting Minutes - April 9, 2025

K-11. Council Public Works & Utilities Committee Meeting Minutes – April 10, 2025

L. Unfinished Business

L-1. Ordinance - Voluntary Non-Contiguous Annexation - John Valenti and MTS Properties, 4 Parcels on Reservoir Rd. and Hampton Rd. – Aaron Bland recalled that Council held a public hearing at its May 5th meeting. Mr. Valenti is requesting an annexation and a concurrent rezoning from GR-4 to GR-8.

Mr. Wise moved, seconded by Mr. Baker to approve the request for non-contiguous annexation. The motion carried unanimously.

**ORDINANCE NO. 2025-23
AN ORDINANCE TO EXTEND THE CORPORATE
LIMITS OF THE CITY OF BREVARD, NORTH CAROLINA**

WHEREAS, the Brevard City Council has been petitioned under G.S. 160A-31, as amended, to annex the non-contiguous area described herein; and,

WHEREAS, the City Council has by Resolution No. 2025-18 directed the City Clerk to investigate the sufficiency of said petition; and,

WHEREAS, the Brevard Planning Board reviewed the Petition at their meeting held on March 25, 2025 and recommended approval of the voluntary contiguous annexation; and,

WHEREAS, the City Clerk has certified the sufficiency of said petition (relying on the opinion of the City Attorney) and the City Council adopted Resolution No. 2025-25 fixing a date of public hearing. By authority granted by G.S. 160A-31, a public hearing on the question of this annexation was held at the City Council Chambers at 5:30 P.M. on the 5th day of May, 2025, after due notice by publication on the 21st day of April, 2025; and

WHEREAS, the City Council does hereby find as a fact that the petition meets the requirements of G.S. 160A-31, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA, THAT:

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, all of that property lying in Transylvania County, owned by John Valenti and MTS Properties LLC, as shown and being that property described in the deed recorded in Document Book 671, Pages 244-246; Book 1109, Page 111-113; and Book 1109, Pages 160-162, in the Transylvania County Register of Deeds and that certain plat provided by the Petitioners to be duly recorded upon annexation is hereby annexed and made a part of the City of Brevard as of the 19th day of May, 2025.

Said property is more fully described as follows:

Location: Between Reservoir Road and Hampton Road, Brevard, NC 28712. Transylvania County Tax Property Identification Numbers: 8586-24-3036-000; 8586-24-3061-000; 8586-23-3984-000; and 8586-24-2193-000

Property Description:

Beginning at a found rebar with a plastic ID cap 0.1' below grade and having North Carolina NAD 83/2011 grid coordinates of North: 563933.72 East: 882529.34; said rebar standing N 88°15'59" W a distance of 287.74' from NCGS BURL AZ MK which has North Carolina NAD 83/2011 grid coordinates of North: 563925.02 East: 882816.94;

thence S 53°56'47" W a distance of 82.25' to a ½" iron pipe;

thence S 53°45'51" W a distance of 74.75' to a ½" iron pipe;

thence N 41°40'29" W a distance of 103.15' to a ½" rebar;

thence N 28°27'17" W a distance of 49.43' to a ¾" iron pipe;

thence N 28°17'47" W a distance of 48.93' to a 1½" leaning iron pipe;

thence N 22°23'09" W a distance of 98.94' to an axle;

thence N 67°29'48" E a distance of 157.61' to a 1½" leaning iron pipe;

thence S 33°41'55" E a distance of 98.10' to a ¾" iron pipe;

thence S 29°17'29" E a distance of 44.39' to a ½" iron pipe;

thence S 30°55'47" E a distance of 39.32' to a rebar with a plastic cap;

thence S 28°49'39" E a distance of 78.46' to a rebar with a plastic cap; which is the place of beginning.

Section 2. Upon and after the 19th day of May, 2025 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Brevard and shall be entitled to the same privileges and benefits as other parts of the City of Brevard. Said territory shall be subject to the municipal taxes according to G.S. 160A-31.

Also being all of that property described in a plat prepared by Michael A. Pfoutz Sr., PLS for John Valenti and MTS Properties LLC, dated November 12, 2024 and recorded in Plat File _____, Slide _____, of the Transylvania County Registry.

Section 3. Pursuant to 160A-29 it shall be the duty of the Mayor of the City of Brevard to cause an accurate map of the annexed territory as described in Section 1 hereof, together with a duly certified copy of this Ordinance, to be recorded in the office of the Register of Deeds of Transylvania County, North Carolina, and in the office of the Secretary of State at Raleigh, North Carolina. Such a map shall also be delivered to the Transylvania County Board of Elections as required by G.S. 163.288.1.

Section 4. Notice of adoption of this Ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the City of Brevard.

Adopted and approved this the 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

L-2. Request to Rezone 4 Parcels on Reservoir Road and Hampton Road from GR4 to GR8 - John Valenti and MTS Properties

Ms. Holder moved, seconded by Mr. Baker to approve the rezoning. The motion carried unanimously.

**ORDINANCE NO. 2025-24
AN ORDINANCE AMENDING THE CITY OF
BREVARD OFFICIAL ZONING MAP TO REZONE
FOUR PARCELS ON RESERVOIR ROAD**

WHEREAS, John Valenti request that the Official Zoning Map of the City of Brevard be amended by rezoning four parcels of land, identified by the PINs 8586-24-2193-000, 8586-24-3036-000, 8586-24-3061-000, and 8586-24-3984-000, and hereafter referred to as the "Subject Properties," from the General Residential – 4 district to the General Residential – 8 district; and,

WHEREAS, the City of Brevard Planning Board considered this proposed map amendment on March 25, 2025 and has recommended approval; and,

WHEREAS, the City Council of the City of Brevard finds that the proposed amendment is consistent with the following elements of the Building Brevard 2030 Comprehensive Land Use Plan:

***Future Land Use Map:** designates the properties as "Traditional Neighborhood." The Traditional Neighborhood character area is designed to maintain the character of established neighborhoods while allowing some flexibility in housing types. According to the Future Land Use Character Area Table, GR-8 is an applicable zoning district for Traditional Neighborhood but GR-4 is not.*

and,

WHEREAS, in accordance with North Carolina General Statute 160D-605, the Brevard City Council finds that this proposed zoning map amendment is reasonable due to the following factors:

- The size of the proposed rezoning area.
- There is a strong relationship between the currently allowed uses and the allowed uses of the proposed new district.
- The Plan is consistent with the above elements of the Comprehensive Land Use Plan and the Future Land Use Map.

WHEREAS, a public hearing was conducted on Monday, May 5, 2025, by the Brevard City Council, and, after hearing all persons wishing to comment, and upon review and consideration of the proposed amendment, it is the desire of the City Council of the City of Brevard Official Zoning Map be amended as outlined below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

SECTION 1. The zoning classification of the parcels identified by the Parcel Identification Numbers (PINs) 8586-24-2193-000, 8586-24-3036-000, 8586-24-3061-000, and 8586-24-3984-000 is hereby rezoned to General Residential – 8 (GR8) as depicted in Exhibit A to this Ordinance, which is attached hereto and incorporated herein by reference.

SECTION 2. The Planning Director is hereby authorized and directed to modify the City’s Official Zoning Map, Comprehensive Land Use Plan, and Future Land Use Map consistent with this Ordinance.

SECTION 3. As to any conflict between this Ordinance and any parts of existing ordinances, the provisions of this Ordinance shall control.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5. This Ordinance shall be in full force and in effect from and after the date of its adoption and approval.

Adopted and approved this the 19th day of May 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

M. New Business

M-1. FY25 Supplemental Spending Plan – Mr. Hooper explained that in order to relieve pressure on the FY26 budget, staff recommend the following FY25 Supplemental Spending Plan to be funded from existing resources:

FY25 Supplemental Spending Plan (May 2025)							
PROJECT	FUND	AMOUNT	SOURCE	STATUS	FISCAL YEAR	ACTION	NOTE
Downtown parking study	GF	\$50,000	Restricted funds from sale of city camper property	Mgr. Proposed	Current	No accounting action needed	DMPC recommendation
SCADA upgrade	W/S	\$80,000	FY25 budget surplus¹	Mgr. Proposed	Current		Affordable by virtue of funding KCI w/state earmark
Dump truck replacement	W/S	\$220,000	FY25 budget surplus	Mgr. Proposed	Current		Affordable by virtue of funding KCI w/state earmark

He noted that in addition to approving the FY25 Supplemental Spending Plan, Council is also asked to approve a \$190,000 budget amendment for the purchase of the replacement dump truck. Mr. Morrow moved, seconded by Mr. Baker to approve the FY25 Supplemental Spending Plan and the Budget Amendment. The motion carried unanimously.

ORDINANCE NO. 2025-25
AN ORDINANCE AMENDING THE FY2024-2025 BUDGET.
BUDGET AMENDMENT NUMBER 25-09

SUBJECT: Budget Amendment for Dump Truck purchase in FY24-25 from the Supplemental Spending Plan, \$190,000.

AGENDA INFORMATION

Agenda Location
Department:
Contact:

New Business
Finance
Dean Luebbe, Assistant City Manager and Finance Director

BRIEF SUMMARY: As highlighted in the FY25-26 Manager Recommended Budget, FY24-25 Supplemental Spending Plan, the City wishes to purchase a dump truck for the Wastewater Treatment Plant, from expected savings in various budgeted accounts in the Water and Sewer Maintenance Division. Savings occurred because of personnel vacancies, and lower than expected repair costs in two operating lines.

MOTION FOR CONSIDERATION: To approve Budget Amendment 25-09, as submitted, increasing the budget in expenditure account:

30-8220-7400 (Capital Outlay)	\$190,000
TOTAL	\$190,000

And decreasing the budget in expense accounts:

30-8140-0200 (Salaries - Regular)	(\$90,000)
30-8140-3400 (Inflow and Infiltration)	(\$50,000)
30-8140-1600 (Maint & Repair – Equipment)	(\$50,000)
TOTAL	(\$190,000)

ATTACHMENTS: None.

MANAGER’S RECOMMENDATION: Adopt as presented.

Approved and adopted this 19th day of May 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk
Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

M-2. Fire Engine Replacement and Funding Strategy – This item was removed from the agenda.

M-3. Endorsement of KCI Recommendations re Wastewater Treatment Plant Improvements – David Todd explained that the City contracted with KCI to evaluate the current wastewater treatment plant capacity and technology, evaluate current flows, predict future flows, and review the need for a renovation of the current plant or construction of a new plant including any associated site analysis. KCI’s review determined that based on current and predicted future flow rates the current plant could be renovated within the present site to meet present and future demand.

The current plant is designed for 2.5 MGD but due to the aging technology and high strength dischargers the actual capacity of the plant is closer to 1.6 MGD. KCI’s predictive flow analysis estimated the City’s treatment plant will only need to be able to treat approximately 2.5 MGD over the next 5-10 years. Following this period of time, KCI estimated a plant capacity of approximately 3 MGD would serve the City for an additional 10-20 years, depending on growth, at which time the plant will need to handle about 4 MGD.

Based on the predictive flow analysis, KCI has recommended a 3 phased approach to plant expansion over the period of the next 20-30 years, depending on growth, with Phase 1 taking plant capacity to 2.5 MGPD, Phase 2 taking Plant Capacity to 3 MGPD, and Phase 3 taking plant capacity to 4 MGPD. Mr. Todd presented flow diagrams for the various phases (copies on file) and explained that the phased approach would look like the following:

Phase 1 Upgrades

- Rated capacity of the WWTP will remain 2.5 MGD
- Installation of new Influent Screening, Grit Removal and EQ Pump Station
- Upgrades to the existing Equalization Basin including mixing and piping modifications for better flow control
- Installation of new Primary Filters to improve treatment capacity of the plant to 2.5 MGD and to handle wet weather flows

- Primary Filtration will be included in the design and bidding of Phase 1, but can be shifted to Phase 2 if bids received exceed available funding

Phase 2 Upgrades

- Rated capacity of the WWTP will be expanded to 3.0 MGD
- Conversion of EQ Pump Station installed in Phase 1 to Influent Pump Station with new pumps
- Installation of new Biological Treatment Process
- Upgrades to the existing Solids Handling facilities and Disinfection system
- Conversion of existing Equalization Basin to a Digester
- Conversion of existing Digester to Post Equalization Basin

Phase 3 Upgrades

- Rated capacity of the WWTP will be expanded to 4.0 MGD
- Installation of new pumps in the Influent Pump Station installed in Phase 2
- Expansion of Biological Treatment Process installed in Phase 2

Mr. Todd noted that the proposed resolution seeks Council's approval as follows:

1. To move forward with WWTP renovation in three phases.
2. Approval of KCI Design Amendment No. 1 – a no-cost change order reallocating the remaining funds of their original contract to further the design of Phase 1.
3. Authorizing the City Manager to negotiate with KCI a scope of work and fee for the KCI Design Amendment No. 2 which includes completion of the Phase 1 design and a Preliminary Engineering Report for Phases 2 and 3.

Mr. Morrow moved, seconded by Mr. Wise to approve the proposed Resolution. Following discussion, the motion carried unanimously.

RESOLUTION NO. 2025-36

RESOLUTION APPROVING ADOPTION OF KCI ASSOCIATES OF NORTH CAROLINA, P.A. RECOMMENDED PLAN TO PHASE THE WASTEWATER TREATMENT PLANT RENOVATION PROJECT

WHEREAS, in July of 2024 the City selected KCI Associates of North Carolina P.A. (KCI) as the engineer of record for the Wastewater Treatment Plant project to develop a Preliminary Engineering Report (PER) to determine the need for renovation or replacement of the City's Wastewater Treatment Plant; and

WHEREAS, the KCI analysis, which included a predictive flow analysis of current and future flows, determined the current plant could be renovated within the present footprint versus constructing a new plant on a different location; and

WHEREAS, the KCI analysis determined that flow increase would happen slowly over time allowing for a 3 phase approach over the next 20 to 30 years, depending on growth, to implement the renovation of the plant; and

WHEREAS, the Public Works and Utilities Committee approved and recommended proceeding with the 3 phase approach to implementing the renovation of the plant; and

WHEREAS, the budget for the initial analysis was not fully expended as a design investigation of other sites was deemed not necessary, allowing for a 30% design of Phase 1 to be completed with the remaining funding via KCI Design Amendment No. 1; and

WHEREAS, the City Manager and staff recommend proceeding with KCI to complete the design of Phase 1, and PERs for Phases 2 and 3 using the remaining \$9 million portion of the previous \$12 million appropriation designated for improvements to water and sewer systems, pending State approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BREVARD, NORTH CAROLINA THAT:

Section 1. The Wastewater Treatment Plant Renovation will proceed in three phases as proposed by the engineering of record, KCI Associates of North Carolina, P.A.

Section 2. The City Manager and or his designee is directed to approve the KCI Design Amendment No.1.

Section 3. The City Manager and or his designee is directed to negotiate in good faith with KCI a scope of work and fee for the KCI Design Amendment No. 2 which includes completion of the Phase 1 design and a Preliminary Engineering report for Phases 2 and 3.

Section 4. This resolution shall be effective upon adoption.

Adopted and approved this 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

M-4. Cashiers Valley Road Land Disposition – Paul Ray explained that the City owns a parcel of property at 16 Cashiers Valley Rd. in the Rosenwald Community and in 2020 staff began exploring the best use of this land in partnership with the Housing Assistance Corporation (HAC), with a vision of creating a single-family affordable housing neighborhood. At the time, outdated regulations around steep slopes made development infeasible, but the City has updated its ordinance to balance environmental protections with development potential. Staff recently resumed conversations with HAC to explore the development potential of this parcel.

In October of last year, HAC attended a Rosenwald Community Advisory Board meeting to gather input on what type of development the community wanted to see. There was a strong interest in new home ownership opportunities as opposed to more rental units to support generational wealth-building and long-term neighborhood stability. HAC conducted a high-level site analysis and believes a neighborhood of single-family homes and possibly duplexes can be constructed on the parcel. Their model combines low-interest financing with a “sweat equity” component, where qualified buyers of low to moderate income help with the construction of their homes under supervision. After reviewing the concept in April and May, the Housing Committee recommends the City donate the land to HAC to ensure its development potential for affordable housing.

Mr. Ray introduced Meg Lebeck, Executive Director of Housing Assistance Corporation who shared HAC’s vision for the neighborhood and some examples of homes they have done in other neighborhoods.

Mr. Ray noted that the City has agreed to at some point to extend city sewer to the parcel at an estimated cost of \$20,000 using in-house workforce. The requested action from Council is to approve the resolution and development agreement authorizing conveyance of the property.

Mr. Baker moved, seconded by Mr. Daniel to approve the resolution and the development agreement. Following discussion, the motion carried unanimously.

**RESOLUTION NO. 2025-37
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY
LOCATED AT 16 CASHIERS VALLEY ROAD**

WHEREAS, the City of Brevard recognizes the importance of affordable housing for low to moderate income families;

WHEREAS, the City of Brevard is authorized pursuant to North Carolina General Statue 160D-1005 to convey property to a non-profit entity for affordable housing purposes;

WHEREAS, the City Council, during the May 19, 2025, meeting, heard a request to convey the 7.014 acre parcel located at 16 Cashiers Valley Road to Housing Assistance Corporation, for the purpose of developing a residential neighborhood consisting of single-family homes or duplexes;

WHEREAS, a condition of the conveyance will be that the homes must be initially sold to low to moderate income buyers as established by Housing and Urban Development;

WHEREAS, a Development Agreement, approved by City Council on this date, shall further clarify the responsibilities of each party;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

Section 1. The City Manager is hereby authorized to convey real property, consisting of tax parcel 8586-20-0472-000 located at 16 Cashiers Valley Road, to Housing Assistance Corporation for the use of developing a residential neighborhood for low to moderate income families.

Section 2. The City Manager is authorized to execute a corresponding Development Agreement.

Adopted and approved this the 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

M-5. Interlocal Agreement with Transylvania County Sheriff's Office for Supplemental Patrol Services – Mr. Hooper and Chief Jordan explained the need for the supplemental contract, and the terms that are contained in the current draft:

- Staffing level - The agreement will see two TCSO deputies patrolling within the Brevard city limits from 12AM-6AM, matching the number of BPD officers who patrol during that time currently.
- Cost - The current proposal sets the county's rate at \$7,527 per week. In essence, this figure keeps the county whole from a budgetary standpoint. The main factors driving that cost are discussed in turn below:
 - Participating deputies will be working "overtime" - With their current staffing level, for TCSO to provide two deputies to Brevard nightly and still maintain full staffing for all its regular shifts, the participating deputies would be working hours in excess of their normal schedule. Therefore, the Fair Labor Standards Act requires that they be paid "time and a half" for these "overtime" hours.
 - Participating deputies come from across the pay scale - The second notable variable is that the TCSO will be pulling from its entire pool of deputies, some of whom are new and paid at the low end of their respective pay scales, and some of whom are experienced and paid at the upper end of the pay scale. After some analysis the county finance office projects that the average hourly rate of the participating deputies will be \$32/hr (or \$48/hr at "time-and-a-half"). FICA and other benefits add around another \$22/hr to that cost. The actual cost could be less, or more, depending on the compensation levels of the participating deputies.
 - Vehicle costs - The county's cost proposal incorporates the cost of fuel and the city's share of wear and tear on county patrol vehicles into its rate. The number was calculated taking the expense of a standard patrol vehicle with equipment on a five year replacement schedule prorated hourly. A similar calculation was performed for fuel.
 - Overhead costs - The county's cost proposal includes a 10% premium for overhead costs. This includes the extra administrative costs the county will incur managing their end of the contract, but also the wear and tear on non-vehicular equipment, supplies they'll use and, perhaps most important, the extra costs they project to incur picking up extra case load.
- Other notable provisions of the contract are as follows:
 - Investigations and follow-up services - The agreement will see TCSO "own" the cases that stem from calls for service during the 12AM-6AM period.
 - Hold harmless - TCSO agrees to hold BPD and the City of Brevard harmless from all damages incurred during their work under this agreement. This includes workers comp, damage to equipment, and acts of the deputies.
 - Length of agreement - The initial term will be six-months, with the possibility of renewal at that time. If exercised, the renewals will be for 3-month intervals.

- One-time payment for body cameras - TCSO requests that BPD cover the cost -estimated at \$6,000- of the body cameras and supporting equipment used by deputies during the agreement period.
- Minor impacts on service levels:
 - TCSO will not enforce city ordinances
 - Traffic accidents will be covered by NCSHP

Mr. Morrow moved, seconded by Mr. Daniel to approve the resolution authorizing the City Manager to execute the Interlocal Agreement with TCSO for supplemental patrol services. Following discussion, the motion carried unanimously.

**RESOLUTION NO. 2025-38
RESOLUTION APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT
WITH TRANSYLVANIA COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF SUPPLEMENTAL
PATROL SERVICES**

WHEREAS, the City of Brevard wishes to contract with Transylvania County and the Transylvania County Sheriff's Office to receive supplemental patrol services for Brevard Police Department; and

WHEREAS, a presentation on the need for the supplemental patrol services and the terms of the agreement with the Transylvania County Sheriff's Office was made by Brevard City Manager at the May 19, 2025 City Council Meeting.

WHEREAS, the staff report and agreement are affixed to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BREVARD, NORTH CAROLINA THAT:

Section 1. The City Council accepts the terms as described during the above-referenced presentation by the City Manager and reflected in the agreement.

Section 2. The City Council authorizes the City Manager to execute the agreement on behalf of the City of Brevard

Adopted and approved this the 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

M-6. Advisory Board/Committee Appointments – Mr. Wise reported that the Finance, Human Resources and Citizen Appointment Committee reviewed applications for membership on the Downtown Master Plan Committee, the Parks, Trails & Recreation Committee, and the Rosenwald Community Advisory Board. The committee recommends appointments as follows:

- Downtown Master Plan Committee – reappointment of Parker Platt and new appointment of Dakota Chapman
- Parks, Trails & Recreation Committee – reappointment of JD Powers, Reba Osborne, and Howie Grant; and new appointments of Jackson Tate and Daniel Jessee
- Rosenwald Community Advisory Board – reappointment of Ella Jones and new appointment of Morgan Monshaugen

Ms. Holder moved, seconded by Mr. Morrow to approve the resolution appointing members to advisory committees/boards. During discussion, Mr. Daniel noted that Morgan Monshaugen lives in Flat Rock and Mayor Copelof recalled that members of the Rosenwald Committee were required to be members of the Rosenwald Community. Ms. Holder amended the motion to approve appointment of everyone with the exception of Morgan Monshaugen. Mr. Morrow agreed to the amendment. Vote on the amended motion was unanimously in favor.

**RESOLUTION NO. 2025-39
RESOLUTION APPOINTING MEMBERS TO ADVISORY COMMITTEES/BOARDS**

WHEREAS, in Fall 2022 the Brevard City Council held a work retreat to reform its committee structure; and

WHEREAS, committees were designated into one of three categories: policy committees, statutory committees, and advisory committees; and

WHEREAS, the Council initiated a new system for making appointments that would apply to every body to which the Council makes appointments; and

WHEREAS, the terms of citizen members appointed to advisory committees were set at two years with all terms expiring on May 31st; and

WHEREAS, the Finance, Human Resources and Citizen Appointment Committee was charged with reviewing applicants for the various committees/advisory groups and making appointment recommendations to the full Council; and

WHEREAS, under the direction of the Finance, Human Resources and Citizen Appointment Committee, city staff conducted an open recruitment for citizens interested in serving on the various advisory committees; and

WHEREAS, the applications received during the recruitment period were reviewed by the Finance, Human Resources and Citizen Appointment Committee at their April 28, 2025 meeting; and

WHEREAS, at that meeting the Committee recommended appointments to the Downtown Master Plan Committee; Parks, Trails & Recreation Committee; and Rosenwald Community Advisory Board to full City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

- 1) The Brevard City Council does hereby appoint Parker Platt and Dakota Chapman to the Downtown Master Plan Committee effective June 1, 2025 and expiring on May 31, 2027; and
- 2) The Brevard City Council does hereby appoint John David Powers, Reba Osborne, Howie Granat, Jackson Tate, and Daniel Jessee to the Parks, Trails and Recreation Committee effective June 1, 2025 and expiring on May 31, 2027; and
- 3) The Brevard City Council does hereby appoint Ella Jones to the Rosenwald Community Advisory Board, effective June 1, 2025 and expiring on May 31, 2027.

Adopted and approved this 19th day of May, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

N. Remarks/Future Agenda Considerations.

Mr. Baker recalled that a concerned citizen brought up the house across the street from his home that didn't have running water and noted that the City does have minimum housing standards. Attorney McKeller said it was his understanding that the house has already been condemned, but he and staff will look at it further. Mr. Baker noted that the information shared by the County Tax Assessor states that the residential sales on which the revaluations were based, there were 2558 residential sales in 2024; there were 67 commercial sales. It makes sense that there would be less commercial than residential, but that is a staggering difference in the number of data points that you have as a tax assessor to accurately value commercial properties vs. residential properties. I think that goes a long way towards explaining why the commercial values may not be quite as accurate as the residential values. It's not our thing; it's the County's thing, but I am personally committed to digging into the revaluation more and I will push the City to do what we can on discovering more about how that process works and what citizens can do.

Mr. Daniel said I would like to speak to something I have spoken to before and that's the bike safety pedestrian interaction on the Estatoe Trail. Someone mentioned it to me after I spoke about this in the past. I feel like it is an important issue for safety. I really feel someone's going to get hurt and as someone who has done a lot of biking and reads every article that mentions biking, people get seriously hurt or killed in these interactions. I think this is something that needs to be addressed sooner than later. I live very near the path and walk it myself quite often, but the traffic is increasing quite a bit and I would encourage that to happen as quickly as possible. There is a story of French nobility, I think it was Marie Antoinette who when was told that peasants can't

afford to eat bread, her response was “let them eat cake”. When I hear people say let’s let the market take care of the housing issue, what I’m hearing is “let them eat cake”. That’s the most insensitive thing I can think of for someone to say.

Mr. Morrow gave a shout out to Mayor Copelof for her work with DOT. He said I see they’re finishing up that crosswalk on Caldwell Street. Things do take time, but it does take perseverance, so thank you.

Ms. Holder said Hannah Bowers will be at Bethel “A” Baptist Church on Wednesday from 5-8pm to assist anyone who wants to appeal the revaluation of their house.

Attorney McKeller noted that tomorrow is the 250th anniversary of the Mecklenburg Declaration of Independence, where North Carolinians decided that North Carolina was going to be the first state to get out from under British control. He encouraged everybody to read up on the history, and noted that one of the signers was Ephraim Brevard. There is going to be a reading of the Declaration on the White Squirrel Weekend’s main stage on Saturday at noon.

Mr. Hooper expressed his appreciation and congratulations to Madeline Dierauf. He said I am glad that the Mayor and Council saw fit to recognize her in that way. I can’t emphasize enough how significant an honor this is and I am brimming with pride that someone from Brevard was recognized and will be representing us on the world stage, probably for years to come. He informed Council that the firm we have hired to do the City Hall building inspection will be flying a drone over the building this week to check on the condition of the roof. Folks from Berry Dunn, the firm that we have hired to help with the organizational assessment in the Police Department, who were postponed at their last visit, will be here again this Wednesday embarking on the next phase of that project. He will be participating along with HR Director Kelley Craig and the leadership of the Police Department.

Mayor Copelof commented that White Squirrel Weekend begins on Friday evening and goes through Sunday evening. There will be a Memorial Day ceremony at 11am on Monday in front of the Courthouse. She said I want to say thank you to our officers and to the leadership in our Police Department that has been carrying the load and we will be doing everything possible to get the manning back up. I also want to thank the Sheriff’s Department because Sheriff Owenby and his folks have stepped up to partner with us. I have personally talked with the Sheriff and he is a good partner with us and I think that will work out good, it will help our people, it will maintain the safety levels of our city, and the safety of our personnel. You also saw us make another major decision to donate land to HAC that shows how much we are working to try to help the people in this community. This Council has taken action three times to move forward with discreet projects that will make a difference in the lives of the people that live in our community. I want to say thank you to City Council for doing that; thank you to HAC for working with us on that plan; to staff that has worked diligently to try and make it work. One of the biggest decisions we made tonight for the next 50 years for this city was approving going forward with the Wastewater Treatment Plant phased approach. The next Meet the Mayor is on Wednesday from 11:30am to 1pm at the MCJCCC.

O. Closed Session – None.

P. Adjourn – There being no further business, at 9:50 p.m. Mr. Morrow moved, seconded by Ms. Holder, to adjourn the meeting. The motion carried unanimously.

Maureen Copelof
Mayor

Denise Hodsdon, CMC
City Clerk

Minutes Approved: June 2, 2025



PROCLAMATION NO. 2025-19

JUNETEENTH

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one-half years, to June 19, 1865, in reaching authorities and African Americans in the South and Southwestern United States; and

WHEREAS, Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

WHEREAS, June 19th has a special meaning to African Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African American community for over 150 years; and

WHEREAS, the annual Juneteenth celebration in the City of Brevard this year will include a guest speaker, Juneteenth movie clip, and play performance taking place on Thursday evening, June 19th at the Mary C. Jenkins Community & Cultural Center; an afternoon celebration on Saturday, June 21st at Silversteen Memorial Playground; and combined Church services on Sunday, June 22nd at Silversteen Memorial Playground; and

WHEREAS, Juneteenth is an official City of Brevard holiday and City offices will be closed on June 19th.

NOW, THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard, North Carolina, do hereby declare June 19th, 2025, as JUNETEENTH in the City of Brevard, North Carolina, and urge all citizens to become more aware of the significance of this celebration in African American History and in the heritage of our nation and City.

Proclaimed this the 2nd day of June, 2025.

ATTEST:


Denise Hodsdon, CMC
City Clerk




Maureen Copelof
Mayor



PROCLAMATION NO. 2025-20 LGBTQIA+ Pride Month

WHEREAS, the City of Brevard is committed to promoting a welcoming and accepting environment for all its residents; and

WHEREAS, the LGBTQIA+ community has made significant contributions to the social, cultural, and economic fabric of the City; and

WHEREAS, June is widely recognized as LGBTQIA+ Pride Month, commemorating the Stonewall Uprising in 1969, which marked a pivotal moment in the fight for LGBTQIA+ rights and liberation; and

WHEREAS, Pride Month serves as an opportunity to honor the LGBTQIA+ community, celebrate their achievements, and raise awareness about the challenges they continue to face; and

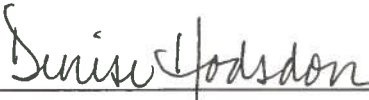
WHEREAS, the community needs to foster an environment of understanding, acceptance, and support for all individuals, regardless of sexual orientation or gender identity; and

WHEREAS, the City of Brevard embraces and values the principles of equality, justice, and respect for all its residents.

NOW THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard, do hereby proclaim the month of June as **LGBTQIA+ Pride Month**. I encourage all residents to engage in educational opportunities and events that promote understanding, respect, and acceptance of the LGBTQIA+ community, and express support for LGBTQIA+ individuals, their families, and allies, and acknowledge the ongoing work needed to achieve full equality and justice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Brevard to be affixed on this 2nd day of June, 2025.

Attest:


Denise Hodsdon, CMC
City Clerk




Maureen Copelof
Mayor

STAFF REPORT

City Council, Monday, June 2, 2025

Title: Proposed Amendment to the Official Zoning Map of the City of Brevard - Inn at Brevard Conditional Zoning District

Speaker: Aaron Bland, Asst Planning Director

Prepared by: Aaron Bland, Asst Planning Director

Approved by: Wilson Hooper, City Manager

Background

The Planning Department has received an application for a rezoning district for the Inn at Brevard property, located at 315 East Main Street, PIN 8586-60-6150-000. The property is currently zoned Residential Mixed Use (RMX) and the request is for a Conditional Zoning District (CZD) with a base of RMX.

Discussion

The Inn at Brevard has several elements of its operation that are pre-existing, nonconforming to the current requirements of the City of Brevard Unified Development Ordinance (UDO). The most impactful of these is that overnight accommodations are not allowed in the RMX zoning district; bed and breakfast is an allowed land use, but the Inn's operations do not fit that definition. There are other nonconforming site elements as well, such as the unpaved parking lot, landscaping elements, and the parking on the Franklin Street frontage of the property. Staff will discuss these nonconformities in detail at the meeting.

Because of these nonconformities, the unique and historic nature of the use/property (the main inn building is a designated local historical landmark), and the applicant's desire to add some additional uses such as a pottery studio, a conditional zoning district is an appropriate tool to ensure zoning compliance for continued use of the site as an inn done so in a way that ensures compatibility and harmony with surrounding properties.

This request was sent to the City's Technical Review Committee. The only department with comments was the Wastewater Treatment Plant, which suggested two requirements: that the grease trap in the commercial kitchen be evaluated to ensure it is the proper size, and that the pottery studio install a clay sink trap.

Policy Analysis

Staff believes that allowing the continued operation of the Inn at Brevard as a boutique inn, in a way that is compatible and not detrimental to surrounding properties, supports the following aspects of the *Building Brevard Comprehensive Land Use Plan*:

- Goal 7: Support economic vitality and grow the tax base, cultivate local businesses, and attract sustainable industry.

- LUH- 18: Collaborate with neighborhoods to explore opportunities for zoning overlays, historic preservation, adaptive reuse, infill projects, special events, and other neighborhood-specific activities.
- LUH-20: Encourage the creation of well-designed complete and cohesive neighborhoods.

This property is located in the Traditional Neighborhood character area in the Future Land Use Map, for which RMX is an applicable zoning district.

Recommendation

The Planning Board considered this request at their April 22, 2025 meeting. The Board unanimously recommended in favor, with two recommended conditions:

1. That a clay trap and grease trap are installed in their appropriate locations, in accordance with the recommendations from the Wastewater Treatment plant.
2. That a 10-foot landscaping buffer be installed along the South property line, beginning where possible accounting for the existing driveway.

Fiscal Impact

None.

Action

This staff report is for public hearing purposes only and no action is requested at this time.

Attachments:

1. Application
2. Narrative
3. Site Plan
4. Survey
5. Proposed Use Matrix
6. Consistency and Reasonableness Statement
7. Draft CZD Ordinance



The City of
Brevard
North Carolina

REQUEST FOR ZONING MAP AMENDMENT (REZONING)

Applicant Information:

Name: Joy Shind

Address: 4020 Kings Camp Pass, Arrington, TN 37104

Phone: 615-585-0303

Property Owner Information (if different than applicant):

Name: The Revocable Trust of Howard Sanford Yager (Howard Sanford Yager)

Address: 4100 Paces Walk SE Apt 1305, Atlanta, GA 30339

Phone: 404-293-1165

Location of Property:

315 East Main Street, Brevard, NC 28712

(The Inn at Brevard)

Property Identification Number (PIN): 8586-60-6150-000

Present Zoning District: RMU

Request District to be Changed to: CZD (Conditional Zoning District)

(attach additional explanation if necessary)

Existing Use of Adjacent Properties:

North SFR

South SFR

West SFR/Religious

East SFR

 *Joy Shind*

02/10/25

Signature of Applicant

Date

Howard Sanford Yager

dotloop verified
02/11/25 11:44 AM EST
IHOM-CXJR-UJCP-T11W

Signature of Property Owner (if different)

Date

* * * * *

Planning Department must receive the following prior to placement on BPB agenda:

_____ Completed Application Form

_____ Survey of Property

_____ Application Fee

Date Paid _____, Receipt # _____

Heard by Planning Board on: _____

Planning Board's Recommendation: _____Approval _____Denial

Heard by City Council on: _____

City Council Action: _____Approval – Ord. Number _____ Effective Date _____

_____Denial

Preliminary Plan for Conditional Zoning District

City of Brevard, NC

Applicant Information

Property Name: The Sylvan Inn

Address: 315 East Main Street, Brevard NC 28712

Applicant: Brian and Joy Shind

Contact Information: 615 585 0303, Jshind7@Gmail.com

Requested Land Uses

Inn

The property currently operates as an inn with 16 bedrooms— 10 in the Annex building and 6 in the Main Inn. The proposed modifications include:

- Conversion of 2 of the 10 bedrooms in the Annex into owner's quarters.
- Retention of 4 bedrooms in the Annex for staff accommodations.
- Use of the remaining 4 bedrooms in the Annex and 6 bedrooms in the Main Inn for overnight lodging.
- Retention of the option for long-term rentals for staff housing as needed.
- Continued operation of complimentary breakfast service for overnight guests, maintaining the inn's current zoning that permits food service for guests.

Request: Continued zoning for overnight guests, longterm staff lodging, and breakfast service.

Specialty Restaurant/Bar

The property includes six dining rooms, an indoor sun patio, a bar, and a fully equipped commercial kitchen. The proposed small scale restaurant concept includes:

- Three dining rooms dedicated to food service.
- Two dining rooms converted into a lounge and music area featuring a baby grand piano for upscale jazz and live entertainment.
- A specialty restaurant offering:
 - **Daytime menu:** High tea and brunch items.

- **Evening menu:** A fine dining experience with dinner options designed for special occasions.
- Retention of the current alcohol service licensing for food service.
- Restaurant operating hours: **8:00 AM – 9:00 PM, six days a week.**

Request: Zoning approval for food service open to the public.

Note: The viability of the inn depends on both out-of-town guests and local patrons. The seasonal nature of tourism limits the property's economic potential, making the restaurant a necessary part of a diversified business model.

Events

The downstairs layout is well-suited for small events, including:

- Baby showers, wedding showers, and corporate gatherings.
- Small weddings and private parties.
- The ability to close off dining rooms to accommodate private events.

Request: Zoning approval for hosting events within the existing footprint of the building.

Pottery Studio & Gallery

Joy Shind, a professional potter from Nashville, TN, seeks to establish a pottery studio and gallery on-site.

- The basement of the Annex building will be converted into a small pottery studio.
- The inn will display and sell handmade pottery.

Request: Continuation of the property's gallery designation to allow for the creation and sale of art.

Music Lessons

Brian Shind, a professional musician and educator from Nashville, TN, plans to offer private music lessons.

- A small rear-entrance space will be converted into a music lesson studio.
- Lessons will include bass, guitar, and beginner piano instruction.

Request: Zoning approval for a small, single-student-at-a-time music lesson studio.

Proposed Property Improvements

Parking & Accessibility

- Repair and restore 10 parking spaces in front of the Annex building.
- Reconfigure and pave the **20 parking spaces** on the right side of the building, ensuring accessibility for large utility vehicles (e.g., garbage collection).
- Final parking layout to be confirmed in collaboration with city planning and site engineers.

Structural & Historic Restoration

- **Front Porch & Balcony:** Restoration of the front porch, balcony, and columns in compliance with local and national historical preservation requirements.
- **Foundation & Structural Work:** Addressing grading, foundation, plumbing, electrical, and roof repairs to stabilize the property.

Landscaping & Aesthetic Enhancements

- Removal of overgrown trees and shrubs.
- Installation of a professionally designed landscape plan to enhance curb appeal.

Commitment to Brevard

The proposed revitalization of this historic inn aligns with the City of Brevard's commitment to preserving its cultural heritage while fostering economic growth. This project represents a significant investment in the community, bringing back a beloved landmark as a vibrant gathering place for locals and visitors alike.

We respectfully request approval of a Conditional Zoning District to ensure the success of this restoration project while maintaining historical integrity and economic viability. We look forward to working with the city to make this vision a reality.

Submitted by:

Brian and Joy Shind

02/16/2025

NOTES:

PARKING-A HAS 10 PARK SPACES ALONG FRANKLIN STREET AT 10' WIDTH.

PARKING-B HAS 14 PARKING SPACES STALOWARD

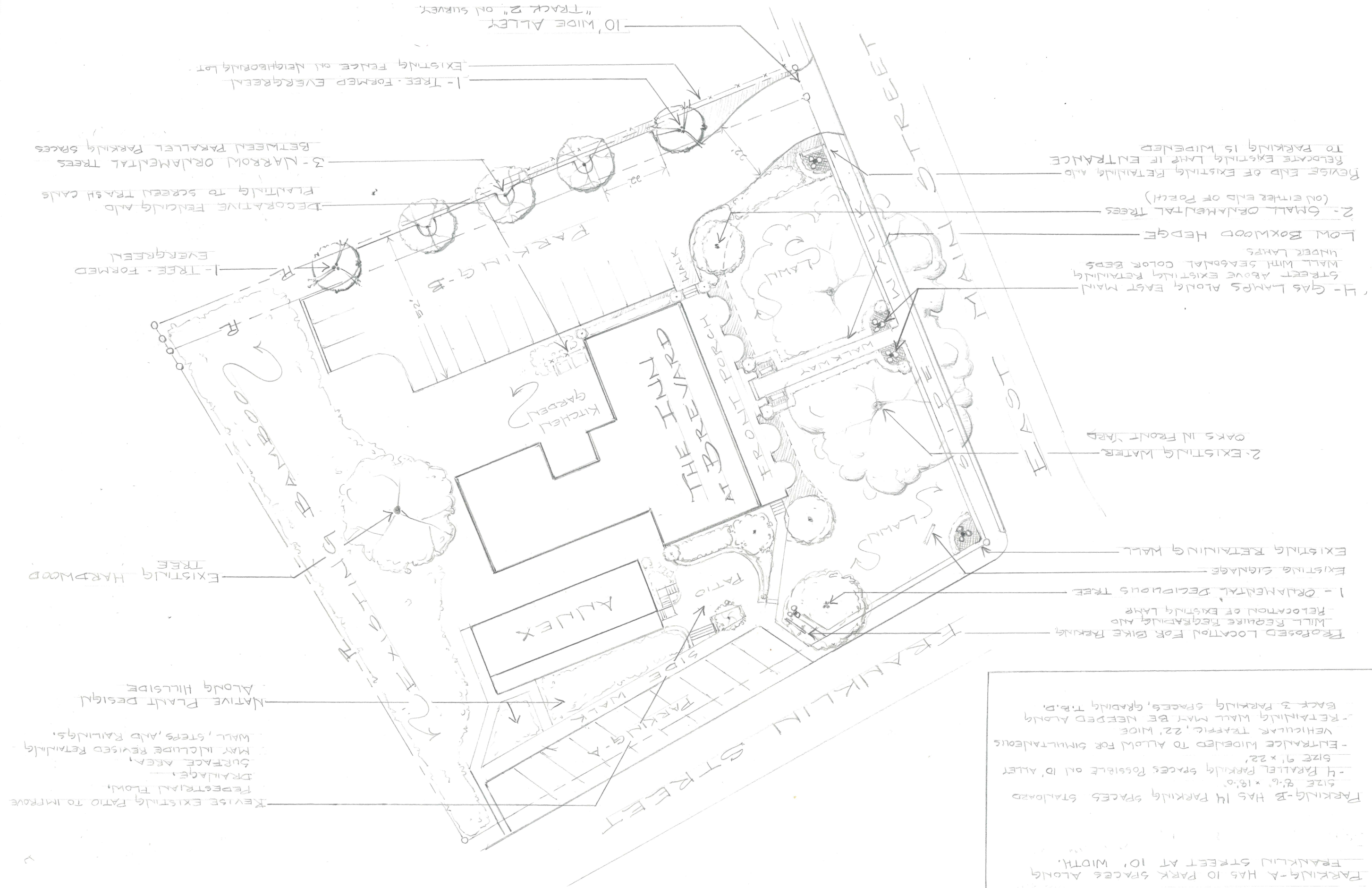
SIZE 8'-6" x 18'-0"

4 PARALLEL PARKING SPACES POSSIBLE ON 10' ALLEY

SIZE 9' x 22'

ENTRANCE WIDENED TO ALLOW FOR SIMULTANEOUS VEHICULAR TRAFFIC, 22' WIDE

RETAINING WALL MAY BE NEEDED ALONG BACK 3 PARKING SPACES, GRADING T.B.D.



CONCEPTUAL LANDSCAPE PLAN

FOR

BRYAN AND JOY SHIND

315 E. MAIN ST. BREVARD N.C. 28712

DESIGNED BY: CRYSTAL BOKS

404-510-3931

SCALE: 1" = 30'-0"

LEGEND

	EXISTING PROPERTY MONUMENT (AS NOTED)
	PROPERTY MONUMENT SET (TYP. 5/8" REBAR W/CAP OR AS NOTED)
	POINT NOT SET (PNS)
	POWER POLE
	UTILITY PEDESTAL
	WATER METER
	SEWER MANHOLE
	SEWER CLEANOUT
	RIGHT OF WAY
	IRON PIN SET
	OPEN-TOP-PIPE
	REBAR AND CAP
	CONCRETE MONUMENT FOUND
	PLANTED STONE FOUND
	REBAR
	SUBJECT PROPERTY LINE
	ADJOINER PROPERTY LINE (LINE NOT SURVEYED)
	TIE LINE
	BUILDING SET BACK
	EXISTING R/W
	OVERHEAD ELECTRIC
	OVERHEAD TELEPHONE
	FENCE LINE
	DEED BOOK & PAGE
	PLAT BOOK & PAGE

I DAVID L. BURRELL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (PROPERTY DESCRIPTION RECORDED IN DEED BOOK 435, PAGE 211); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 OR GREATER; THAT THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

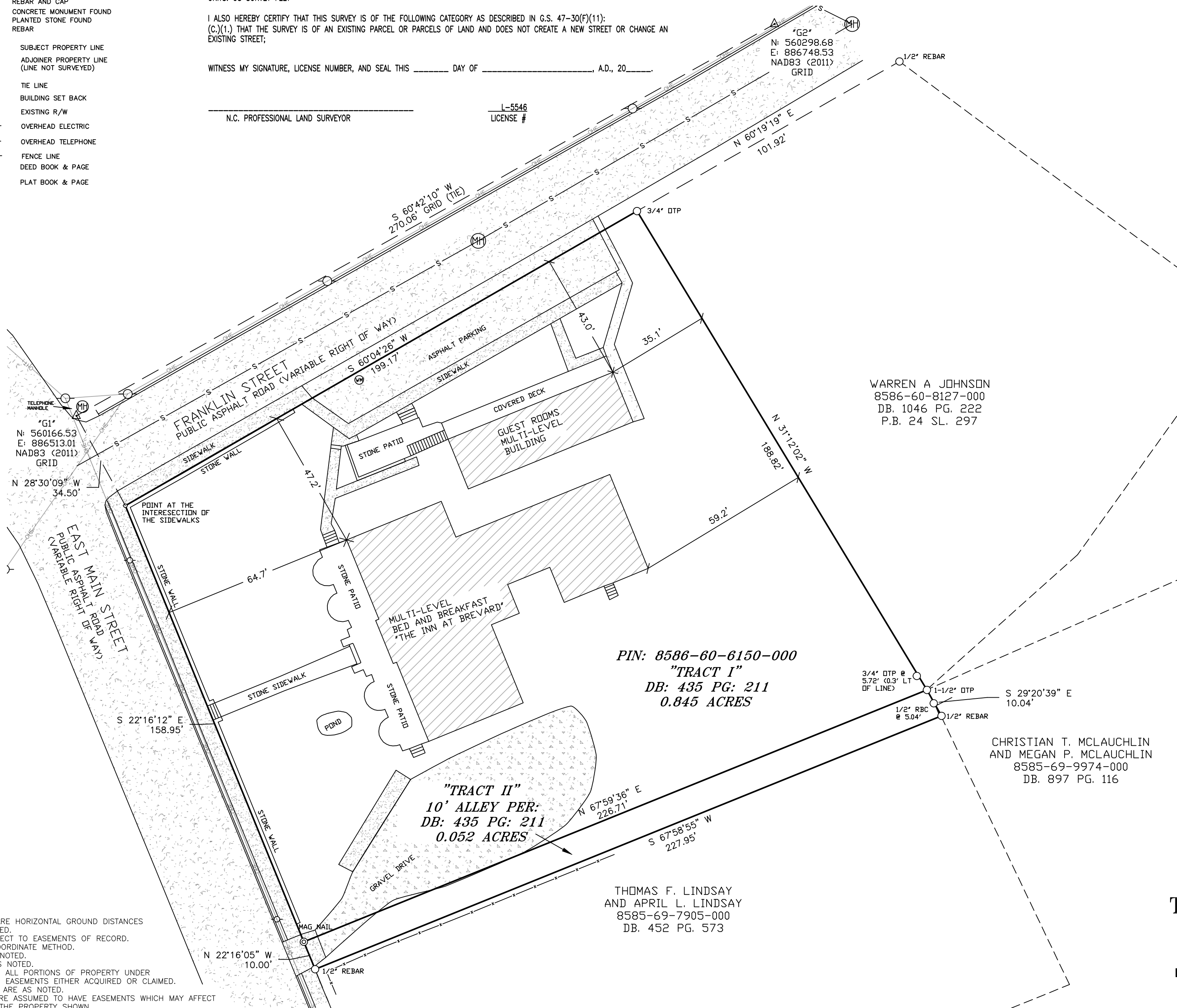
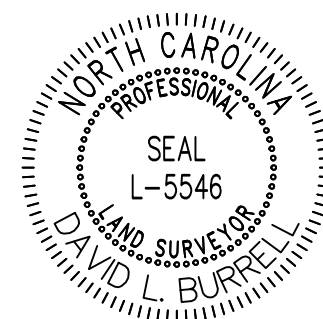
CLASS OF SURVEY: A
POSITIONAL ACCURACY: .02'
TYPE OF GPS FIELD PROCEDURE: NETWORK RTK
DATES OF SURVEY: 2-22-2025
DATUM/EPOCH: NAD83 (2011)
PUBLISHED FIXED CONTROL USE: NCVRS
HOLDING POINT: G1
GEOID MODEL: GEOID 18
COMBINED GRID FACTOR: 0.999712
UNITS: US SURVEY FEET

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S. 47-30(F)(11):
(C)(1.) THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;

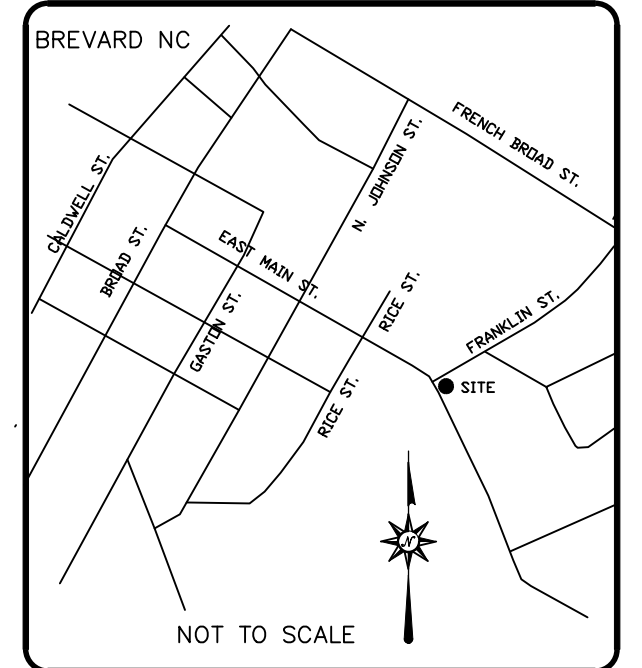
WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS _____ DAY OF _____, A.D., 20_____

N.C. PROFESSIONAL LAND SURVEYOR

L-5546
LICENSE #



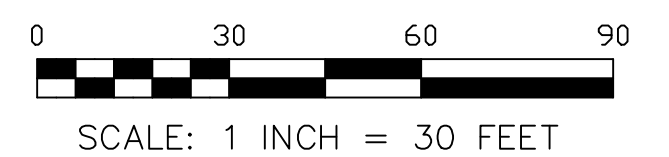
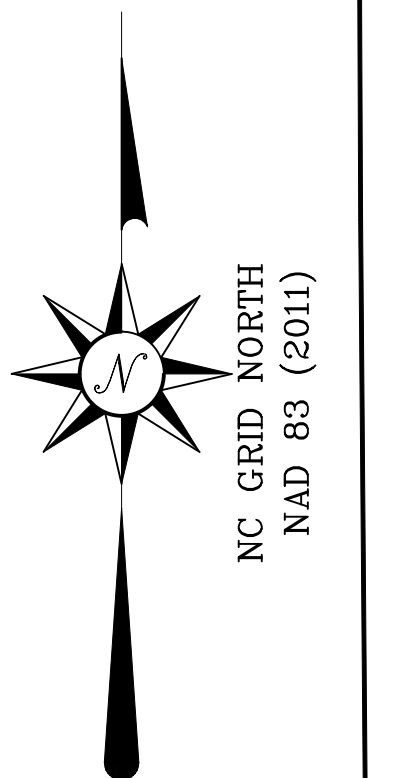
- NOTES:
1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 2. AREAS SHOWN ARE SUBJECT TO EASEMENTS OF RECORD.
 3. AREA DETERMINED BY COORDINATE METHOD.
 4. OWNER OF RECORD: AS NOTED.
 5. RECORD REFERENCES: AS NOTED.
 6. AREAS INCLUDE ANY AND ALL PORTIONS OF PROPERTY UNDER RIGHTS OF WAY AND OR EASEMENTS EITHER ACQUIRED OR CLAIMED.
 7. ALL PROPERTY CORNERS ARE AS NOTED.
 8. ALL EXISTING UTILITIES ARE ASSUMED TO HAVE EASEMENTS WHICH MAY AFFECT PORTIONS OR ALL OF THE PROPERTY SHOWN.
 9. ANY UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED.
 10. ANY NAMES LISTED ARE FOR INDEXING PURPOSES ONLY, NOT A CERTIFICATION OF TITLE.
 11. THIS LOT IS LOCATED IN FLOOD ZONE X (MINIMAL FLOOD RISK) PER F.I.R.M. OF THIS AREA.
 12. THIS PROPERTY IS ZONED RESIDENTIAL MIXED USE PER CITY OF BREVARD ZONING MAP. SEE ZONING ORDINANCE FOR MORE INFORMATION.



BURRELL & COMPANY
LAND SURVEYING AND MAPPING, PLLC

P-3032 (NC)
828-577-6568

133 COBB ST, EASLEY SC 29640
BURRELLSURVEYING@GMAIL.COM
DRAWING NO. 25-035



SCALE: 1 INCH = 30 FEET

PLAT OF A BOUNDARY SURVEY FOR:
THE DIANE A. BEAR
LIVING TRUST
CURRENT OWNER OF RECORD:
HOWARD S. YAGER
BEING THE PROPERTY DESCRIBED IN:
DEED BOOK 435 PAGE 211
PIN # 8586-60-6150-000
CITY OF BREVARD
315 E MAIN ST, BREVARD NC 28712
TRANSYLVANIA COUNTY, NORTH CAROLINA
FEBRUARY 23, 2025

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
Residential										
Household Living	3.5.1	Dwelling—Single-Family	P	P	—	—	—	—	P	—
		Dwelling—Duplex	P	P	P	P	—	—	P	—
		Dwelling—Multifamily 3—4 units/bldg.	P	P	P	P	P	P	P	—
		Dwelling—Multifamily more than 4 units/bldg.	—	P	P	P	P	P	P	—
		Dwelling—Townhome	P	P	P	P	P	P	P	—
		Manufactured Home	MHD	MHD	MHD	MHD	MHD	MHD	MHD	—
		Live-Work Units	PS	PS	PS	PS	PS	—	PS	—
		Mixed-Use Residential Unit	—	—	PS	PS	PS	PS	PS	—
Group Living	3.5.2	Family Care Home	P	P	P	P	P	P	P	—
		Housing Services for the Elderly	SUP	— P	P	P	P	P	P	—
		Rooming or Boarding House	P	P	P	—	P	P	P	—
Social Services	3.5.3	Group Care Facility	P	P	P	—	P	P	P	—
		Shelter	SUP	— P	P	—	P	P	P	—
Lodging										
Overnight Accommodations	3.6.1	All overnight accommodations, except as listed below	—	— P	—	P	P	P	P	—
		Bed and Breakfast	PS	PS	PS	PS	PS	PS	PS	—
		Short-Term Rental (STR)	—	PS	PS	PS	PS	PS	PS	—

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
Camping	3.6.2	Campground/Recreational Vehicle Park	SUP	SUP	SUP	SUP	—	—	SUP	—
		Rental Cottage/Cabins	PS	PS	PS	PS	—	—	—	—
		Seasonal Camp	PS	—	—	PS	—	—	PS	—
Commercial										
Eating and Drinking Establishments	3.7.1	All restaurants and other eating and drinking establishments except as listed below	—	— P	P	P	P	P	P	—
		Bar/Night Club	—	—	PS	PS	P	P	—	—
Personal Services	3.7.2	All personal services, except as listed below	—	P	P	P	P	P	P	—
		Day Care Center	PS	PS	PS	PS	PS	PS	PS	PS
Professional Services	3.7.3	All professional services, except as listed below	SUP	P	P	P	P	P	P	P
		Adult Establishment	—	—	—	—	—	—	—	SUP
		Banks, Credit Unions, Financial Services, and ATMs	—	—	P	P	P	P	P	P
		Funeral Homes and Services	—	—	P	—	P	P	P	—
		Human Crematories and Crematoriums	—	—	PS	—	PS	PS	PS	PS
		Indoor Animal Services	—	—	P	P	P	P	P	P
		Kennels and Outdoor Animal Services	—	—	SUP	—	—	PS	—	PS
		Landscaping and Contractor Services	SUP	— SUP	SUP	—	—	—	—	P

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
Retail	3.7.4	Vehicle Services—Major Repair/Body Work	—	—	—	—	—	PS	—	PS
		Vehicle Services—Minor Maintenance/Repair	—	—	SUP	—	SUP	PS	PS	PS
		All retail and sales establishments except as listed below	—	—	P	P	P	P	P	—
		Alcoholic Beverage Sales Store	—	—	SUP	P	P	P	—	—
		Auto/Mechanical Parts Sales	—	—	—	P	P	P	—	P
Civic/Institutional	3.8.1	Gas Station	—	—	SUP	PS	SUP	PS	—	PS
		Gunsmiths and Weapon Sales	—	—	SUP	SUP	PS	PS	—	PS
		All educational uses except as listed below	SUP	P	P	P	P	P	P	—
		Colleges/Universities	—	—	SUP	SUP	P	P	P	—
		Schools—Vocational/Technical	—	— SUP	P	P	P	P	P	P
Government	3.8.2	All government uses, except as listed below	—	P	P	P	P	P	P	P
		Correctional Facilities	—	—	SUP	—	SUP	P	P	P
		Public Safety Station	SUP	— SUP	P	P	P	P	P	P
Medical	3.8.3	All medical offices and facilities except as listed below	—	P	P	P	P	P	P	—
		Hospital	—	—	—	—	—	P	P	—

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
Places of Worship	3.8.4	All religious institutions or places of worship	SUP	P	P	—	P	P	P	—
		Cemeteries	PS	PS	PS	—	PS	PS	PS	—
Entertainment/Recreation										
Indoor Recreation	3.9.1	All indoor recreation facilities, except as listed below	SUP	P	P	P	P	P	P	P
		Cultural or Community Facility	SUP	P	P	P	P	P	P	—
		Indoor Amusements	—	—	SUP	P	P	P	SUP	P
		Indoor Firing Range	—	—	—	SUP	—	SUP	SUP	SUP
		Live Performance Theater	—	SUP	SUP	P	P	P	P	—
		Movie Theater	—	—	—	P	P	P	—	—
		Special Event Venue	SUP	SUP P	PS	PS	PS	PS	PS	—
		Studios, Galleries and Workshops - High Impact	—	—	SUP	SUP	SUP	P	P	P
		Studios, Galleries and Workshops - Low Impact	—	P	P	P	P	P	P	—
Outdoor Recreation	3.9.2	All outdoor recreation facilities, except as listed below	SUP	P	P	P	P	P	P	P
		Non-Residential Swimming Pool or Pond	—	SUP	SUP	SUP	PS	PS	PS	—
		Outdoor Amusements	—	—	SUP	P	SUP	P	—	P
		Outdoor Firing Range	—	—	—	—	—	—	—	SUP
		Parks, Open Space, and Greenways	P	P	P	P	P	P	P	P

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
Agriculture										
Agriculture	3.10.1	All agricultural uses	PS	—	—	—	—	PS	PS	PS
Manufacturing/Wholesale/Storage										
Light Industrial and Manufacturing	3.11.1	All light industrial and manufacturing activities, except as listed below	—	—	—	P	—	SUP	—	P
		Brewery, Distillery, Winery, Cidery - High Impact	—	—	—	SUP	—	P	—	P
		Brewery, Distillery, Winery, Cidery - Low Impact	—	—	SUP	PS	PS	PS	—	PS
		Laboratory	—	—	—	—	—	P	P	P
		Laundry, Dry Cleaning Plant	—	—	—	—	—	SUP	P	P
		Manufacturing Research and Development	—	—	—	P	—	P	P	P
		Media Production	—	—	P	P	P	P	P	P
Heavy Manufacturing	3.11.2	All heavy manufacturing activities, except as listed below	—	—	—	—	—	—	—	SUP
		Metal Products Fabrication, Machine or Welding Shop	—	—	SUP	SUP	SUP	P	—	P
Storage and Disposal	3.11.3	All storage and disposal uses, except as listed below	—	—	—	—	—	SUP	—	P
		Chemical Storage Facility	—	—	—	—	—	—	—	P
		Solid Waste Disposal Facilities	—	—	—	—	—	—	—	PS

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
		Junkyard / Salvage Yard	—	—	—	—	—	—	—	SUP
Wholesaling and Distribution	3.11.4	All wholesaling and distribution activities, except as listed below	—	—	—	—	—	P	—	P
		Equipment Rental	—	—	—	—	—	P	—	P
		Indoor Vehicle/Heavy Equipment Sales	—	—	PS	—	PS	PS	—	PS
		Outdoor Vehicle/Heavy Equipment Sales	—	—	—	—	—	PS	—	PS
Extractive Industries	3.11.5	All extractive industries, except as listed below	—	—	—	—	—	—	—	P
		Extractive industries involving blasting	—	—	—	—	—	—	—	SUP
Infrastructure										
Utilities	3.12.1	Utilities—Class 1	P	P	P	P	P	P	P	P
		Utilities—Class 2	P	P	P	P	P	P	P	P
		Utilities—Class 3	—	—	—	—	—	—	—	P
Telecommunications	3.12.2	All wireless telecommunication facilities, except as listed below	PS	PS	PS	PS	PS	PS	PS	PS
		Wireless Telecommunication Facility—Tower	—	—	—	—	—	SUP	—	PS
Transportation	3.12.3	Parking Lot	SUP	PS	PS	PS	PS	PS	PS	PS
		Passenger Vehicle Terminals	—	—	P	P	P	P	—	P
Accessory										

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
Residential Accessory	3.13.1	All residential accessory uses, except as listed below	PS	PS	PS	PS	PS	PS	PS	PS
		Day Care Home	PS	PS	PS	PS	PS	PS	PS	—
		Dwelling—Accessory Unit (ADU)	PS	PS	PS	PS	PS	PS	PS	—
		Home Occupation	PS	PS	P	P	P	P	P	—
		Keeping Bees	PS	PS	PS	PS	PS	PS	PS	PS
		Keeping Domestic Fowl (Chickens)	PS	PS	PS	PS	PS	PS	PS	PS
		Swimming Pool or Pond	PS	PS	PS	PS	PS	PS	PS	—
Non-Residential Accessory	3.13.2	All non-residential accessory uses, except as listed below	—	PS	PS	PS	PS	PS	PS	PS
		Accessory Retail	—	— P	PS	PS	PS	PS	PS	PS
		Drive-Thrus	—	—	SUP	SUP	—	PS	—	—
		Mobile Food Vendor Site	—	SUP	PS	PS	PS	PS	PS	PS
		Recycling - Small Collection	—	—	—	—	—	SUP	SUP	P
		Rooftop Amenity Space	—	—	SUP	PS	PS	PS	PS	PS
		Taproom / Tasting Room	—	—	SUP	P	P	P	—	P
Temporary										
Events and Structures	3.14.1	All temporary events and structures, except as listed below	PS	PS	PS	PS	PS	PS	PS	PS
		Carnivals or Circus	—	—	—	—	—	PS	PS	PS

TABLE 2.2A: LAND USE MATRIX										
CATEGORY	SECTION (a)	USE	ZONING DISTRICTS							
			GR	RMX CZD	NMX	PGX	DMX	CMX	IC	GI
		Farmers Market	—	—	PS	PS	PS	PS	PS	—
Vendors	3.14.2	All temporary vendors, except as listed below	—	—	PS	PS	PS	PS	—	—
		Vending Pushcarts	—	—	—	—	PS	—	—	—
(a) This column refers to the section of this ordinance that contains the use definition and additional standards.										

**STATEMENT OF CONSISTENCY AND REASONABLENESS WITH
ADOPTED PLANS AND POLICIES OF THE CITY OF BREVARD
REZ-25-002**

NCGS 160D-604 requires that the Planning Board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan prior to consideration by the Governing Board. The Planning Board shall provide a written recommendation to the Governing Board that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the Comprehensive Plan shall not preclude consideration or approval of the proposed amendment by the Governing Board.

The Brevard Planning Board forwards this recommendation to City Council with a finding that the proposed zoning map amendment is **consistent** with the following elements of the City's adopted plans and policies:

Comprehensive Land Use Plan

- **Goal 7:** Support economic vitality and grow the tax base, cultivate local businesses, and attract sustainable industry.
- **LUH- 18:** Collaborate with neighborhoods to explore opportunities for zoning overlays, historic preservation, adaptive reuse, infill projects, special events, and other neighborhood-specific activities.
- **LUH-20:** Encourage the creation of well-designed complete and cohesive neighborhoods

NCGS 160D-605 requires the Governing Board to approve a statement analyzing the reasonableness of a proposed rezoning. The statement of reasonableness and the statement of consistency may be approved as a single statement.

The Brevard Planning Board forwards this recommendation to City Council with a finding that the proposed zoning map amendment is in the public interest and **reasonable** due to the following factors:

- This property is located in the Traditional Neighborhood character area in the Future Land Use Map, for which RMX is an applicable zoning district.
- The size of the proposed rezoning diminishes any spot zoning concerns.
- There is a strong relationship between the currently allowed uses and the allowed uses of the proposed new district.
- The new district benefits landowners by creating a more context-sensitive conditional zoning district.
- The rezoning is consistent with the above elements of the Comprehensive Land Use Plan.

ORDINANCE NO. 2025-XX

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BREVARD CREATING THE INN AT BREVARD CONDITIONAL ZONING DISTRICT

WHEREAS, the City of Brevard has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and may amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, in response to an application for rezoning filed by Joy Shind for the property described as PIN 8586-60-6150-000 to be rezoned to a Residential Mixed Use Conditional Zoning District; and

WHEREAS, the City of Brevard Technical Review Committee has considered this application and submitted all pertinent comments to the Planning Department for incorporation into this Conditional Zoning District; and

WHEREAS, the City of Brevard Planning Board considered REZ-25-002 on April 22, 2025 and unanimously recommended approval by City Council; and

WHEREAS, the Brevard Planning Board and City Council have determined that this rezoning is both consistent with the following policies and goals of the City's Comprehensive Land Use Plan:

- **Goal 7:** Support economic vitality and grow the tax base, cultivate local businesses, and attract sustainable industry.
- **LUH- 18:** Collaborate with neighborhoods to explore opportunities for zoning overlays, historic preservation, adaptive reuse, infill projects, special events, and other neighborhood-specific activities.
- **LUH-20:** Encourage the creation of well-designed complete and cohesive neighborhoods; and

WHEREAS, the Brevard Planning Board and City Council have determined that this rezoning is reasonable and appropriate within the context of the existing zoning districts and the prevalence of uses in the vicinity of the Subject Parcel, due to the following factors

- This property is located in the Traditional Neighborhood character area in the Future Land Use Map, for which RMX is an applicable zoning district
- The size of the proposed rezoning diminishes any spot zoning concerns
- There is a strong relationship between the currently allowed uses and the allowed uses of the proposed new district
- The new district benefits landowners by creating a more context-sensitive conditional zoning district
- The rezoning is consistent with the above elements of the Comprehensive Land Use Plan; and

WHEREAS, a public hearing was conducted by Council on May 19, 2025; and

WHEREAS, the City of Brevard City Council, after hearing all persons wishing to comment on this request, desires to approve said request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

Section 1. The zoning classification of that certain real property depicted in Exhibit A to this Ordinance, which is attached hereto and incorporated herein by reference, is hereby rezoned to be the Inn at Brevard Conditional Zoning District with the Residential Mixed Use District base district, as shown on Exhibit A attached hereto.

Section 2. The District is a conditional zoning district established pursuant to the Unified Development Ordinance of the City of Brevard by means of authority granted by the North Carolina General Statutes.

Section 3. Development and use of lands within the District shall occur in accordance with the approved List of Conditions and Final Master Plan, which are attached to this ordinance as Exhibit B and Exhibit C, respectively.

Section 5. This Ordinance and its exhibits shall run with the land and shall be binding on the property owner, its heirs and assigns.

Section 6. The Planning Director is hereby authorized and directed to modify the City's Official Zoning Map consistent with this Ordinance.

Section 7. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of the ordinance.

Section 8. All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. This ordinance shall be in full force and effect from and after the date of adoption.

Adopted this the 2nd day of June, 2025.

Maureen Copelof
Mayor

ATTEST:

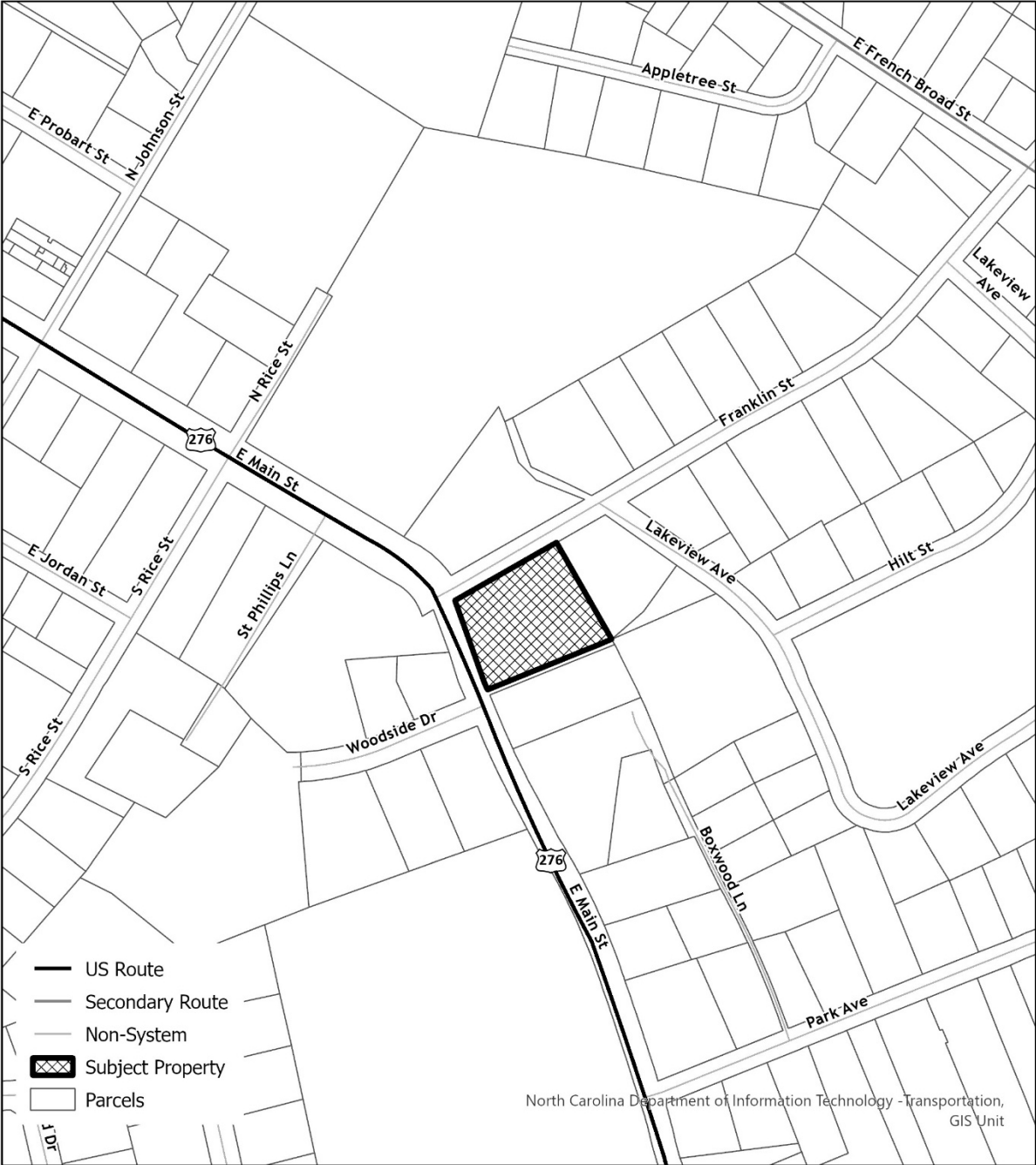
Denise Hodsdon CMC
City Clerk

APPROVED AS TO FORM:

Mack McKeller
City Attorney

EXHIBIT A
Ordinance Number 2025-XX

INN AT BREVARD CONDITIONAL ZONING DISTRICT: LOCATION MAP



0 100 200 300 Feet

This map was prepared by the City of Brevard Planning Department May 2025.

The information depicted is NOT to be construed or used as a survey or legal description. Map information is believed to be accurate, but accuracy is not guaranteed.

EXHIBIT B
Ordinance Number 2025-XX

INN AT BREVARD CONDITIONAL ZONING DISTRICT: LIST OF CONDITIONS

1. Definitions. Within this List of Conditions, the following terms shall have the meanings articulated:

- a. “District” refers to the Inn at Brevard Conditional Zoning District.
- b. “UDO” refers to the City of Brevard Unified Development Ordinance.

2. Future Development.

- a. Compliance with Final Master Plan.
 - i. Development on the subject parcel shall be in accordance with the attached Final Master Plan.
 - ii. Modifications to the Final Master Plan shall be considered in accordance with Chapter 16 of the UDO.
 - iii. In the absence of site-specific standards codified in this ordinance or the Final Master Plan, development on the site shall follow typical UDO requirements for the Residential Mixed Use district.

3. Land Use.

- a. Allowable Land Uses.
 - i. Land uses may be permitted according to the following table:

Residential			
Household Living	3.5.1	Dwelling—Single-Family	P
		Dwelling—Duplex	P
		Dwelling—Multifamily 3—4 units/bldg.	P
		Dwelling—Multifamily more than 4 units/bldg.	P
		Dwelling—Townhome	P
		Manufactured Home	MHD
		Live-Work Units	PS
		Mixed-Use Residential Unit	—
Group Living	3.5.2	Family Care Home	P
		Housing Services for the Elderly	—
		Rooming or Boarding House	P
Social Services	3.5.3	Group Care Facility	P
		Shelter	—
Lodging			
Overnight Accommodations	3.6.1	All overnight accommodations, except as listed below	P
		Bed and Breakfast	PS
		Short-Term Rental (STR)	PS
Camping	3.6.2	Campground/Recreational Vehicle Park	SUP
		Rental Cottage/Cabins	PS
		Seasonal Camp	—
Commercial			
Eating and Drinking Establishments	3.7.1	All restaurants and other eating and drinking establishments except as listed below	P
		Bar/Night Club	—
Personal Services	3.7.2	All personal services, except as listed below	P
		Day Care Center	PS
Professional Services	3.7.3	All professional services, except as listed below	P
		Adult Establishment	—
		Banks, Credit Unions, Financial Services, and ATMs	—
		Funeral Homes and Services	—

		Human Crematories and Crematoriums	—
		Indoor Animal Services	—
		Kennels and Outdoor Animal Services	—
		Landscaping and Contractor Services	—
		Vehicle Services—Major Repair/Body Work	—
		Vehicle Services—Minor Maintenance/Repair	—
Retail	3.7.4	All retail and sales establishments except as listed below	—
		Alcoholic Beverage Sales Store	—
		Auto/Mechanical Parts Sales	—
		Gas Station	—
		Gunsmiths and Weapon Sales	—
Civic/Institutional			
Educational	3.8.1	All educational uses except as listed below	P
		Colleges/Universities	—
		Schools—Vocational/Technical	—
Government	3.8.2	All government uses, except as listed below	P
		Correctional Facilities	—
		Public Safety Station	—
Medical	3.8.3	All medical offices and facilities except as listed below	P
		Hospital	—
Places of Worship	3.8.4	All religious institutions or places of worship	P
		Cemeteries	PS
Entertainment/Recreation			
Indoor Recreation	3.9.1	All indoor recreation facilities, except as listed below	P
		Cultural or Community Facility	P
		Indoor Amusements	—
		Indoor Firing Range	—
		Live Performance Theater	SUP
		Movie Theater	—
		Special Event Venue	P
		Studios, Galleries and Workshops - High Impact	—
		Studios, Galleries and Workshops - Low Impact	P
Outdoor Recreation	3.9.2	All outdoor recreation facilities, except as listed below	P
		Non-Residential Swimming Pool or Pond	SUP
		Outdoor Amusements	—
		Outdoor Firing Range	—
		Parks, Open Space, and Greenways	P
Agriculture			
Agriculture	3.10.1	All agricultural uses	—
Manufacturing/Wholesale/Storage			
Light Industrial and Manufacturing	3.11.1	All light industrial and manufacturing activities, except as listed below	—
		Brewery, Distillery, Winery, Cidery - High Impact	—
		Brewery, Distillery, Winery, Cidery - Low Impact	—
		Laboratory	—
		Laundry, Dry Cleaning Plant	—
		Manufacturing Research and Development	—
		Media Production	—
Heavy Manufacturing	3.11.2	All heavy manufacturing activities, except as listed below	—
		Metal Products Fabrication, Machine or Welding Shop	—
Storage and Disposal	3.11.3	All storage and disposal uses, except as listed below	—
		Chemical Storage Facility	—
		Solid Waste Disposal Facilities	—

		Junkyard / Salvage Yard	—
Wholesaling and Distribution	3.11.4	All wholesaling and distribution activities, except as listed below	—
		Equipment Rental	—
		Indoor Vehicle/Heavy Equipment Sales	—
		Outdoor Vehicle/Heavy Equipment Sales	—
Extractive Industries	3.11.5	All extractive industries, except as listed below	—
		Extractive industries involving blasting	—
Infrastructure			
Utilities	3.12.1	Utilities—Class 1	P
		Utilities—Class 2	P
		Utilities—Class 3	—
Telecommunications	3.12.2	All wireless telecommunication facilities, except as listed below	PS
		Wireless Telecommunication Facility—Tower	—
Transportation	3.12.3	Parking Lot	PS
		Passenger Vehicle Terminals	—
Accessory			
Residential Accessory	3.13.1	All residential accessory uses, except as listed below	PS
		Day Care Home	PS
		Dwelling—Accessory Unit (ADU)	PS
		Home Occupation	PS
		Keeping Bees	PS
		Keeping Domestic Fowl (Chickens)	PS
		Swimming Pool or Pond	PS
Non-Residential Accessory	3.13.2	All non-residential accessory uses, except as listed below	PS
		Accessory Retail	P
		Drive-Thrus	—
		Mobile Food Vendor Site	SUP
		Recycling - Small Collection	—
		Rooftop Amenity Space	—
		Taproom / Tasting Room	—
Temporary			
Events and Structures	3.14.1	All temporary events and structures, except as listed below	PS
		Carnivals or Circus	—
		Farmers Market	—
Vendors	3.14.2	All temporary vendors, except as listed below	—
		Vending Pushcarts	—

4. Dimensional Requirements.

- a. Setbacks shall comply with RMX standards of Chapters 2 of the UDO.
- b. Maximum Ground Floor Area for each principal structure shall not exceed those as depicted on the Master Plan.

5. Architectural Standards.

- a. Structures within the Project Area shall be designed and constructed in a manner that is generally consistent with structures as shown on the Master Plan with respect to location, area, height, bulk, and mass.
- b. Exterior changes to the main inn building shall be approved by the Joint Historic Preservation Commission as required.
- c. Other architectural changes to the main inn building and the annex building shall be designed and constructed with historically authentic materials and in accordance with Chapter 5 of the UDO and/or the City of

Brevard Architectural Visual Guidelines to the greatest extent possible.

6. Tree Protection and Landscaping.

- a. A 10-foot landscaping buffer shall be planted along the southern boundary of the parcel to screen from the adjacent General Residential property.

7. Parking.

- a. Parking shall comply with off-street standards of Chapter 10 of the UDO to the greatest extent possible as depicted on the Master Plan.
- b. The angled parking on Franklin Street may continue to be used but may not be expanded in any way.
- c. Off-street parking maximum for the overnight accommodation use shall be calculated at 2 spaces per room or suite.

8. Utilities

- a. The existing grease trap shall be evaluated to ensure it is properly sized for the volume of commercial kitchen usage proposed and upgraded if needed.
- b. The installation of a clay sink trap shall be required before the occupancy of any pottery or ceramics studio.

DRAFT

EXHIBIT C
Ordinance Number 2025-XX

INN AT BREVARD CONDITIONAL ZONING DISTRICT: FINAL MASTER PLAN

DRAFT

STAFF REPORT

City Council, Monday, June 2, 2025

Title: Resolution Authorizing Upset Bid Process for Surplus Property on James Street

Speaker: Wilson Hooper, City Manager

Prepared by: Denise Hodsdon

Approved by: Wilson Hooper, City Manager

Background

On March 17, 2025 City Council adopted Resolution No. 2025-16 declaring three properties as surplus and approving the sale of the properties on the open market via the upset bid method of public property disposal. One of these properties is located on James Street (PIN 8586-32-3150-000).

Staff entered into a listing agreement with Allen Tate/Beverly-Hanks Realtors to market the James Street property. An offer to purchase the property was received from Joseph Paul Shadel and Meredith Bonnesen Daniel in the amount of \$80,000. The offerors paid a \$5,000 earnest money deposit, exceeding the required 5%.

Discussion

The procedure required under state law for disposing of real property by the upset bid procedure is as follows:

Step 1. City receives an offer to purchase property;

Step 2. Governing board adopts a resolution accepting the offer and authorizing upset bid procedure. The offeror deposits 5% of bid amount with the clerk while the upset procedure takes place;

Step 3. Clerk publishes advertisement for upset bids in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized). The advertisement must include the original bid amount, describe the property to be sold, the terms and conditions of the sale, and the requirements for submitting a qualifying upset bid within 10 days after the date of publication. Qualifying upset bids must raise the existing offer by at least 10% of the first \$1000 of the original offer and 5% of the remainder, and be accompanied by a deposit in the amount of 5% of the bid;

Step 4. If qualifying upset bid(s) received, repeat the advertisement and bid process until no additional qualifying upset bid is received;

Step 5. After no additional qualifying upset bids have been received, governing board awards to the highest responsive, responsible bidder or rejects all bids.

Action

Council is asked to adopt the attached resolution authorizing the upset bid process and directing the clerk to publish the notice of sale by upset bid.

Attachments:

1. Offer 1 James Street - Shadel and Daniel
2. Res_2025-XX_Authorizing Upset Bid Process - James St Property

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract-New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Seller":** City of Brevard
- (b) **"Buyer":** Joseph Paul Shadel, Meredith Bonnesen Daniel
- (c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).
 The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.)

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: 999 James Street
 City: Brevard Zip: 28712
 County: Transylvania, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit N/A, Block/Section N/A, Subdivision/Condominium None
 _____, as shown on Plat Book/Slide N/A at Page(s) N/A
 The PIN/PID or other identification number of the Property is: 8586-32-3150-000
 Other description: 0.11 acres MOL
 Some or all of the Property may be described in Deed Book 1003 at Page 564



This form jointly approved by: _____ Page 1 of 13
 North Carolina Bar Association's Real Property Section
 North Carolina Association of REALTORS®, Inc.
 Buyer initials JPB MBD Seller initials _____



STANDARD FORM 12-T
 Revised 7/2024
 © 7/2024

(d) **"Purchase Price":**

\$ 80,000.00
 \$ _____
 \$ 5,000.00
 \$ _____
 \$ _____
 \$ _____
 \$ 75,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service:* _____)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): Shelton Jones Attorney
 Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: (Check only one)

☐ The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") _____;

OR

☒ The period extending for (insert a number only; not "N/A") 14 days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on 21 days after effective date (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER'S DUE DILIGENCE PROCESS:

- (a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.
- (b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME IS OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☒ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional

☐ USDA ☐ Other type: _____

in the principal amount of _____.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

- ☐ Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.
- ☒ Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

Page 6 of 13

STANDARD FORM 12-T

Revised 7/2024

© 7/2024

Buyer initials JS MB Seller initials _____

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999 James St,

(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only): Joseph Paul Shadel and Meredith Bonneson Daniel.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ none toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) Buyer shall pay:

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| ☐ Additional Provisions Addendum (Form 2A11-T) | ☐ Owners' Association Disclosure Addendum (Form 2A12-T) |
| ☐ Additional Signatures Addendum (Form 3-T) | ☐ Seller Financing Addendum (Form 2A5-T) |
| ☐ Back-Up Contract Addendum (Form 2A1-T) | ☐ Short Sale Addendum (Form 2A14-T) |
| ☐ Loan Assumption Addendum (Form 2A6-T) | |
| ☐ Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 4/23/2025

DocuSigned by:
Buyer: Joseph Paul Shadel

Date: 4/22/2025

DocuSigned by:
Buyer: Meredith Bonnesen Daniel

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By:

Name:

Print Name

Title:

Date:

Date:

Seller:

City of Brevard

Date:

Seller:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By:

Name:

Print Name

Title:

Date:

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax #: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: **Sarver Realty Group, LLC**

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License #: **C16128**

Mailing Address: **362 Depot Street, Asheville, NC 28801**

Individual Selling Agent: **Christopher Herndon**

☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: **NC 293373**

Selling Agent Phone#: **(828)699-2861**

Selling Agent Fax#: _____

Selling Agent E-mail: **christopher@sarver-realty.com**

Allen Tate/Beverly-Hanks

Listing Firm Name: **Brevard-Downtown**

Acting as ☒ Seller's Agent ☐ Dual Agent

Firm License #: **C1938**

Mailing Address: **6 E Main Street, Brevard, NC 28712**

Individual Listing Agent: **Lizzie McGann**

☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: **303225**

Listing Agent Phone#: **(303)915-0617**

Listing Agent Fax#: _____

Listing Agent E-mail: **lizzie.mcgann@allentate.com**

ACKNOWLEDGMENT OF RECEIPT OF MONIESSeller: City of Brevard ("Seller")Buyer: Joseph Paul Shadel, Meredith Bonnesen Daniel ("Buyer")Property Address: 999 James Street, Brevard, NC 28712 ("Property")☒ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: Allen Tate/Beverly-Hanks Brevard-Downtown

By: _____

(Signature)

Lizzie McGann

(Print name)

☒ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

City of Brevard

Date: _____

Seller: _____

(Signature)

☒ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 5,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Shelton Jones Attorney

By: _____

(Signature)

(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Shelton Jones AttorneyTime: _____ ☐ AM ☐ PM

By: _____

(Signature)

(Print name)

RESOLUTION NO. 2025-XX

**RESOLUTION AUTHORIZING UPSET BID PROCESS FOR SURPLUS PROPERTY
LOCATED ON JAMES STREET - PIN 8586-32-3150-000**

WHEREAS, the City of Brevard owns certain property located on James Street, which is more particularly described as PIN #8586-32-3150-000 (the "Property"); and

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$80,000, submitted by Joseph Paul Shadel and Meredith Bonnesen Daniel; and

WHEREAS, Joseph Paul Shadel and Meredith Bonnesen Daniel have paid the required five percent (5%) deposit on their offer.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BREVARD,
NORTH CAROLINA THAT:**

Section 1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The city clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the designated real estate agent acting on behalf of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the bids shall be opened, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

Section 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

Section 7. The terms of the final sale are that:

- a. The City Council must approve the final high offer before the sale is closed, and
- b. The buyer must pay with cash at the time of closing.

Section 8. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City Manager is authorized to execute

the instruments necessary to convey the property to Joseph Paul Shadel and Meredith Bonnesen Daniel.

Section 10. This Resolution shall become effective upon its adoption and approval.

Approved and adopted this 2nd day of June, 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC
City Clerk

MINUTES

Rosenwald Community Advisory Board

Thursday, February 20 - 6:00 PM
Mary C. Jenkins Community & Cultural Center

Members Present: Pamela Holder, Co-Chair, Council Member
Randy Lytle, Co-Chair
Victor Foster, Citizen Member
Edith Darity, Citizen Member
Gary Daniel, Council Member
Ella Jones, Citizen Member
Mayor Maureen Copelof, Ex-Officio

Members Absent: Rebecca Wynn, Citizen Member

Staff Present: Wilson Hooper, City Manager
Tyree Griffen, Mary C. Jenkins Community Center Director
Selena Coffey, Assistant to the City Manager

Guests: Claudia Hawkins, Mark Burrows, Bill Carrington, Karen Darity

A. Welcome & Call to Order

Co-Chair Randy Lytle welcomed everyone and called the meeting to order at 6:00pm.

B. Invocation

Ms. Darity offered the invocation.

C. Certification of Quorum

The quorum was certified by Assistant to the City Manager Selena Coffey.

D. Approval of Agenda

Mr. Hooper asked to add an agenda item for Housing Assistance Corporation update. Mr. Daniel made a motion to approve the agenda as amended; Seconded by Mr. Foster. All voted in favor.

E. Approval of Minutes - October 17, 2024 Meeting

Mr. Foster made a motion to approve the October 17, 2024 minutes; Seconded by Mr. Daniel. All voted in favor.

F. Approval of Meeting Notes - November 21, 2024 Meeting

Mr. Foster made a motion to approve the November 21, 2024 meeting notes; Seconded by Mr. Daniel. All voted in favor.

G. Land Bank – Land Preservation

Ms. Claudia Hawkins, Mr. Mark Burrows, and Mr. Bill Carrington were in attendance to share about a land trust program that was initially formed in 2009 as a nonprofit for a particular project to be developed on a Rosman property owned by the school system, located across from Brevard High School. The project was being implemented in order to provide affordable housing for school teachers. The project became unfeasible until recently and the land trust was resurrected to implement the project to build 3 single family homes for teachers. The funding, \$600,000, was donated, and the project is hoped to be kicked off in spring 2025.

Ms. Hawkins, Mr. Burrows, and Mr. Carrington all provided additional information about the model that the land trust is using and answered questions from the board members. Mr. Hooper noted that he had asked the guests to attend and share their experience and land preservation model because there is currently land on Carver Street, near the Rosenwald community, that is on the market and asked the board members for feedback on how this type of land preservation project may benefit the community. He clarified that the city could not purchase the land and fulfill this type of model because city regulations are different and much more restrictive for local governments in this regard.

Board members continued their conversation focusing on addressing gentrification, building generational wealth, offering affordable housing for rent and purchase, and the importance of providing affordable housing for the community. The board had extensive discussion on the topic and expressed interest in pursuing further conversation on the topic at a future meeting.

H. Update on Housekeeping and Janitorial Issues

Mr. Hooper updated the board regarding the city's work on developing a contractual arrangement for janitorial services for all city facilities. He then shared his consideration for providing a grant to the Mary C. Jenkins Community and Cultural Center (MCJCC) Board for the provision of certain landscaping work and additional funding for more extensive cleaning of the kitchen at the Center. He proposed granting the funds that are currently budgeted within the city budget to the MCJCC Board, as a 501c3 organization, for their use in paying for the landscaping and kitchen cleaning services. Mr. Hooper noted that the MCJCC Board would need to accept responsibility and related liability if this arrangement was enacted. He also noted that this proposal would need to be approved by the city council within the budget process. He requested feedback from the board. Mr. Lytle indicated that he was in favor of this idea because it would give the MCJCC Board more autonomy to hold those vendors providing landscaping and kitchen cleaning services more accountable. The board continued their discussion, and MCJCC Board

member Karen Darity agreed to take the proposal to the MCJCC Board to ask for their input.

After discussion by the group, Mr. Hooper indicated that he would work with Mr. Griffin to determine the amount that he may recommend to city council to be granted to the MCJCC Board.

I. Housing Assistance Corporation Update

Mr. Hooper introduced the agenda item and updated the board members on a project that is currently being undertaken by Housing Assistance Corporation (HAC) located at Cashiers Valley Road. He noted that HAC was ready to move forward with this project to build 13 single-family and use loans to build homes, asking for families to use sweat equity. He noted that this model would allow the families to own the homes after completion if they paid the loan back. This would allow the families to retain any gained equity upon selling the home in the future. Mr. Hooper noted that this proposal will be taken to the next City Council Housing Committee meeting, and they will be asked to provide feedback before this proposal goes then to the city council for the final decision about donating the land. The board members discussed this proposal and expressed positive feedback on the project.

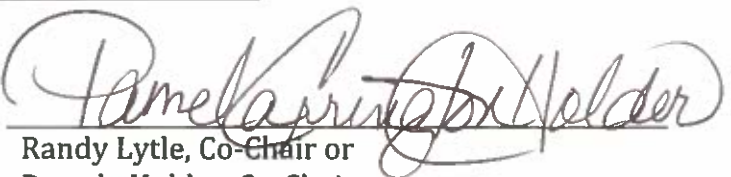
J. Set Date for Next Meeting

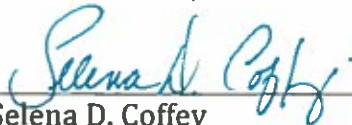
The next meeting was scheduled for Thursday, March 20, 2025 at 6:00 p.m. at the Mary C. Jenkins Community & Cultural Center.

K. Adjourn

There being no further business, Ms. Holder made a motion to adjourn; Seconded by Mr. Foster. All voted in favor and the meeting was adjourned at 7:14pm.

Minutes Approved: May 15, 2025

X 
Randy Lytle, Co-Chair or
Pamela Holder, Co-Chair

X 
Selena D. Coffey
Assistant to the City Manager

MEETING NOTES

Rosenwald Community Advisory Board

Thursday, March 20, 2025 - 6:00 PM
Mary C. Jenkins Community & Cultural Center

Members Present: Pamela Holder, Co-Chair, Council Member
Randy Lytle, Co-Chair
Edith Darity, Citizen Member
Gary Daniel, Council Member
Ella Jones, Citizen Member

Members Absent: Rebecca Wynn, Citizen Member
Victor Foster, Citizen Member
Mayor Maureen Copelof, Ex-Officio

Staff Present: Selena Coffey, Assistant to the City Manager

Guest(s): Karen Darity

A. Welcome & Call to Order

Co-Chair Randy Lytle welcomed everyone and called the meeting to order at 6:02pm.

B. Invocation

Ms. Holder offered the invocation.

C. Certification of Quorum

There were not sufficient members in attendance for a quorum.

D. Approval of Agenda

The agenda could not be approved because there was no quorum.

E. Approval of Minutes – February 20, 2025 Meeting

The minutes from the last meeting could not be approved because there was no quorum.

[Destini Petitt had not yet arrived and therefore agenda item F: Silversteen Park Signage Follow-up was tabled until later in the meeting.]

F. Follow-up Input from Board on Landscaping and Kitchen/Janitorial

Lytle reported that the Mary C. Jenkins Community Center (MCJCC) Board had obtained a liability insurance policy of \$1,000,000, with \$2,000,000 aggregate. He noted that the city is listed as an additional insured on their policy. Committee members discussed how this insurance could potentially cover landscaping, as well as the additional kitchen janitorial people. He also noted that the MCJCC Board had agreed that any landscapers that they hire will need to have their own insurance as well. The committee discussed the need for insurance and agreed that anyone performing work at the Center needed their own insurance in addition to the MCJCC Board and city insurance.

Karen Darity asked about the budget and indicated that the MCJCC Board is waiting to see what City Manager Hooper is proposing within the next fiscal year's budget. Coffey noted that she would ask Hooper to report back on the budget at an upcoming Rosenwald Community Advisory Board meeting. Darity also noted that the MCJCC Board will require anyone doing landscaping at the Center to have \$1,000,000 in insurance.

G. Update on Hillview Avenue Sinkhole

Coffey reported that city staff will be working with engineers to determine the specific repairs necessary for the sinkhole. She noted that until the sinkhole is repaired, that the respective section of the street will remain closed to protect the public. Coffey also noted that this project is also being submitted as a FEMA project, but that the city will not be waiting for a FEMA reimbursement to move forward with repairing the sinkhole.

H. Silversteen Park Signage Follow-up on Signage Content

Destini Petitt arrived and spoke regarding the content proposed for the signage at Silversteen Park. This signage had been discussed at previous meetings of the Board and Petitt updated the Board that the signs will list the ecology of Silversteen Park, which will include content about the plant species, the stream restoration of Norton Creek, and narrative about the animals that can be found in the park. Petitt asked for suggestions and input. Coffey asked Petitt to remind the Board where the signs will be placed and reminded her that the Board was interested in the signage containing historical information. Petitt indicated that the placement of the signs is flexible and asked that the Board give this additional consideration, and the Board can follow-up on specific placement at a future meeting or the committee could walk the Park and choose specific locations for the signs. Discussion then shifted to the historical content that the Board requested for one of the signs. Petitt shared that she had located a publication, "Walk Around the World," which was written about the Rosenwald neighborhood, and that this publication provided some information specific to the Tannery and its history. Board members continued their discussion and agreed to work together to find photographs of historical significance to include on the signage as well.

Petitt, E. Jones, and E. Darity agreed to meet and work together to follow up in researching additional historical information and photographs. The topic will be brought back to a

future meeting, likely in May or June. Petitt noted that once the sign drafts are completed, Brevard City Council will need to approve them before the signs are finalized and installed.

I. Set Date for Next Meeting

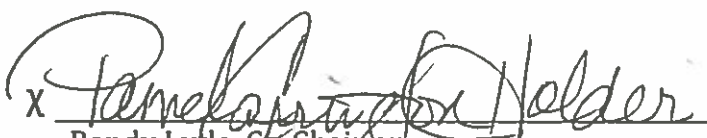
The next meeting was set for Thursday, April 17, 2025 at 6:00 p.m. at the Mary C. Jenkins Community & Cultural Center.

J. Adjourn

There being no further business, the meeting ended at 6:48pm.

Approved:

May 15, 2025

X 
Randy Lytle, Co-Chair or
Pamela Holder, Co-Chair

X 
Selena D. Coffey
Assistant to the City Manager



MINUTES

City Council Parks, Trails, & Recreation Committee

Wednesday, April 16, 2025 - 3:30 PM
City Council Chambers

Members Present: Lauren Wise, Vice Chair, Council Member
Howie Granat, Citizen Member
Reba Osborne, Citizen Member
Nancy DePippo, Citizen Member
Wyn Birkenthal, Citizen Member
Mayor Maureen Copelof, Ex-Officio

Absent: Aaron Baker, Chair, Council Member
JD Powers, Citizen Member

Staff Present: David Todd, Assistant City Manager
Paul Ray, Planning Director
Aaron Bland, Assistant Planning Director
Wesley Shook, Public Works Director
Becky McCann, Communications Coordinator
Selena Coffey, Assistant to the City Manager



Guests: Peter Barry (Pisgah Conservancy), Gary Lowden (Pisgah SORBA)

A. Welcome & Call to Order

Committee Vice Chair Lauren Wise welcomed everyone and called the meeting to order at 3:31pm.

B. Certification of Quorum

A quorum was certified by Assistant to the City Manager Selena Coffey.

C. Approval of Agenda

Ms. Osborne made a motion to approve the agenda, and the motion was seconded by Ms. DePippo. All voted in favor.

D. Approval of Minutes

Ms. Osborne made a motion to approve the February 19, 2025 meeting minutes and the March 19, 2025 meeting notes. The motion was seconded by Ms. DePippo. All voted in favor.

E. Pisgah Conservancy Proposed Loop Route through Bracken

Pisgah Conservancy's Peter Barry was in attendance to present a proposal designating a loop route through Bracken Preserve. He explained the proposal and Mr. Bland distributed maps and signage proposed for the loop designation. The 3 proposed signs are 8 feet tall and 4.5 feet wide and show the name of the loop, the map, a "you are here" designation and a statement of thanks to the benefactors. Mr. Barry shared that the signs are estimated to cost approximately \$20,000 but the Conservancy is not seeking any city funding. Committee members asked questions about the signage, to which Mr. Barry and Mr. Bland responded. Committee members provided their input and feedback regarding the plans for the loop and the signage. Mr. Todd noted that there needs to be an MOU that clearly defines who is responsible for the maintenance of the signs.

Mr. Bland asked if the committee could endorse the plan for the concept for the project and placement of the signs. Mr. Granat made a motion to endorse the project concept and signage, ensuring that the new signs are aligned with other signage, and the motion was seconded by Ms. DePippo. All voted in favor.

F. Rotary Club Peace Poles Follow-up

With City Manager Hooper unable to attend the committee meeting, this item was tabled for the next meeting.

G. Update on Estatoe Trail Crossing

Mr. Ray shared that NCDOT will address the Estatoe Trail crossing with a traffic signal if the city builds the sidewalk on Rosman Highway to the gas station. He noted that the city has funds for the project and Public Works is expected to construct the sidewalk in early summer. No action by the committee was necessary.

H. Report on Condition of Playground Equipment at Franklin Park and Hillview Street

Mr. Todd presented photos of the playground equipment at Franklin Park and at Hillview Street/Silversteen Park. He noted that the metal playground on Hillview Street is in relatively good condition at this time even with the age of the equipment. Mr. Shook shared that this equipment was installed 15-20 years ago and although it is showing rust, it is in relatively good condition.

Mr. Todd then shared photos of the playground equipment at Franklin Park. He shared that it is difficult to see children when they are playing in some of the tunnels within the equipment. He noted that the biggest issue with this playground equipment is that it is largely a wooden structure and while it has been maintained well, its age tends to lend to kids getting splinters from the wood.

Mr. Todd then shared photos of playground equipment from the Town of Mooresville and the committee discussed new options for playground equipment.

Mr. Todd concluded by sharing that there are no imminent immediate safety hazards with the current playground equipment even with the age of the equipment and commended the Public Works team for doing a good job in maintaining both sets of playground equipment. Ms. Copelof noted that parents often contact her asking when the playground equipment may be replaced. She shared the city should develop a plan for replacing the equipment and for asking for public input for what amenities the community might like to include with new equipment. Committee members furthered this discussion and asked that the City Manager provide input on a timeline and plan for holding community input sessions on the replacement of playground equipment in approximately 5 years.

I. Updates:

1. Bracken Trail/Climbing Trail Loop

Mr. Granat updated the committee and noted that the markers on the emergency access trail have gone up. He stated that Pisgah SORBA is ready to begin to develop the new trail system in the new land. Gary Lowden, Pisgah SORBA, also updated the committee on the development of a scope of work and stated that they are ready to go to bid. He stated that the project had been put out to bid with 3 contractors and they look forward to receiving bids.

Mr. Granat shared that there plans to put together an event called “Bracken Fest” in collaboration with the Brevard Rotary Club. Mr. Lowden shared that there will be 2 more workdays for Bracken soon.

2. Sports Complex Restrooms and Parking

Mr. Ray updated the committee, stating that the Sports Complex restrooms and parking project did not receive consensus for funding within City Council’s recent budget workshop and suggested that the Tourism Development Authority (TDA) may be the next option for funding. He noted that McAdams had presented a cost estimate of \$50,000 for the site planning. Ms. DePippo asked if the county was planning on attending a future meeting of the committee. Ms. Coffey shared that she had invited the county’s recreation director and had also spoken briefly with the county manager about the invitation.

3. Estatoe Boardwalk Assessment

Mr. Todd shared that he had received the draft assessment report. He summarized that the firm assessing the boardwalk felt that it does not make economic sense to try to repair the boardwalk but instead recommends complete replacement of the

boardwalk. He noted that the amount necessary to replace the boardwalk may be influenced by the amount of time for funding it. He concluded that building the boardwalk back as a wooden boardwalk is estimated at \$450,000 and adding the handrail would add \$80,000-\$100,000. He stated that the best improvement included the recommendation to replace the wooden boards with composite material. This would add another \$120,000 to the project. Another option would be to add a concrete boardwalk system with handrails, which is estimated to cost \$1.3 million in total. Mr. Todd shared that the boardwalk is generally not in good condition with many boards and joists in disrepair. It was noted that this project has not been budgeted but has been discussed by city council as the top priority for the use of remaining funds within the trail budget.

4. 30% Design for the Remaining Sections of the Estatoe Trail

Mr. Ray stated that there are no new updates on the 30% design, but Summit Engineering expects to have this complete by next month. There was brief discussion of the Tannery project and timeline.

J. Committee Member Term Expirations

Ms. Coffey shared that this agenda item and the previously distributed applications from those interested in serving on the committee had been placed on the agenda for information and that action wasn't required by the committee. She noted that 8 people had applied for the committee and that 1 person on the committee, Ms. DePippo, will have served her term limit as of the end of May. Others noted that they were reapplying for the committee.

K. Public Comment

No public comment.

L. Set Date for Next Meeting

The next meeting was scheduled for May 21, 2025 at 3:30pm.

M. Adjourn

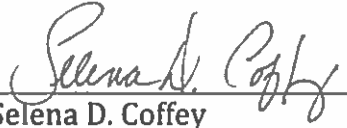
Ms. DePippo made a motion to adjourn the meeting, which was seconded by Ms. Osborne. All voted in favor. The meeting adjourned at 5:04pm.

Approved:

May 21, 2025



Aaron Baker, Chair or
Lauren Wise, Vice Chair



Selena D. Coffey
Assistant to the City Manager

MINUTES

COUNCIL FINANCE, HUMAN RESOURCES and CITIZEN APPOINTMENT COMMITTEE

Monday, April 28, 2025 – 11:00am
City Hall Council Chambers

Members Present: Lauren Wise, Chair, Council Member
Gary Daniel, Vice-Chair, Council Member
Susan Miller, Citizen Member

Staff Present: Dean Luebbe, Finance Director
Kelley Craig, Human Resources Director
Becky McCann, Communications Coordinator
Selena Coffey, Assistant to the City Manager

Guests: Dave Bradley, Transylvania Times

A. Welcome & Call to Order

Committee Chair Lauren Wise welcomed everyone and called the meeting to order at 11:02am.

B. Certification of Quorum

The quorum was certified by Assistant to the City Manager Selena Coffey.

C. Approval of Agenda

Ms. Coffey asked that Item G, Code of Ethics Follow-up, be removed from the agenda since Mr. Hooper was not in attendance for the meeting. Mr. Daniel made a motion to approve the agenda with this amendment. Ms. Miller seconded the motions to approve the agenda as adjusted. The motion carried unanimously.

D. Approval of Minutes

Motion by Ms. Miller and seconded by Mr. Daniel to approve the minutes of the March committee minutes as presented. The motion carried unanimously.

E. Discussion of Property Tax Revaluation Process

Mr. Luebbe introduced this agenda item stating that the manager had been in contact with Transylvania County's tax assessment department and a meeting has been scheduled this week to discuss discrepancies in tax values for residential versus

commercial properties and the seemingly larger increase in property values for the previously lower valued homes within the community. It was noted that the County's Tax Assessor will be present at a future council meeting to respond to council members' questions about the revaluation methodology and obvious disparities.

F. Review of Committee Applications

The committee thanked City Clerk Denise Hodsdon for her staff report on committee membership.

Ms. Miller made a motion to recommend the reappointment of Parker Platt and new appointment of Dakota Chapman to the Downtown Master Plan Committee. This motion was seconded by Mr. Daniel and all voted in favor.

Ms. Miller made a motion to recommend the reappointment of JD Powers, Reba Osborne, and Howie Granat and the new appointments of Jackson Tate and Daniel Jessee to the Parks, Trails, & Recreation Committee. Mr. Daniel seconded the motion and all voted in favor.

Mr. Daniel made a motion to recommend the reappointment of Ella Jones and the new appointment of Morgan Monshaugen to the Rosenwald Community Advisory Board. Ms. Miller seconded the motion and all voted in favor.

G. Code of Ethics Follow-up

With Mr. Hooper unable to attend this meeting, the committee asked that this item be brought back to the next meeting.

H. Public Comment

No public comment.

I. Set Date for Next Meeting

The next meeting of the committee was scheduled for May 28, 2025 at 11am.

J. Adjourn

With no further business, Mr. Daniel made a motion to adjourn the meeting, seconded by Ms. Miller. All voted in favor and the meeting adjourned at 11:31am

Minutes Approved: May 28, 2025

X



Lauren Wise, Chair, Council Member or
Gary Daniel, Vice Chair, Council Member

X



Selena D. Coffey
Assistant to the City Manager

MINUTES
BREVARD ABC BOARD
April 24, 2025 10:00 AM

The Brevard ABC Board met for their monthly meeting at 10:00 AM on April 24, 2025 in the conference room of Store #1 at 150 North Broad Street. The following were in attendance:

Board Members: Lisa Conner, Chair
Ron Brewer
Frank Pearsall
Susan Miller

Staff: Jackie Jarvis, General Manager
Glenda Sansosti, Acting Secretary

Welcome and Call to Order

Board Chair Lisa Conner called the meeting to order and welcomed those present.

Certification of Quorum

Acting Secretary Glenda Sansosti noted the absence of Board Member Paula McKeller and further certified a quorum present.

Approval of Agenda

A motion was made by Ms. Miller, seconded by Mr. Brewer and unanimously passed approving the agenda as presented.

Approval of Minutes

Motion by Ms. Miller, seconded by Mr. Pearsall and unanimously passed, Minutes of March 27, 2025 were approved as presented.

Special Presentation and Funding Request: Kristin Gentry, CARE Coalition

Ms. Kristin Gentry provided a detailed report on the CARE Coalition, whose mission is to "empower collaborative partnerships in Transylvania County to reduce substance abuse by promoting prevention, treatment and recovery efforts among youth and adults for a vibrant, healthful community". Ms. Gentry reviewed the funding request, a copy of which is made a part of these minutes by reference. The Board discussed how numbers have changed and grant opportunities that may be available.

Motion was made by Mr. Pearsall seconded by Mr. Brewer and passed to provide funding in the amount of \$9,500 for the 2025-2026 budget for CARE Coalition. Results of their last campaign will be provided to the Board as well as a report on how the funds provided were used.

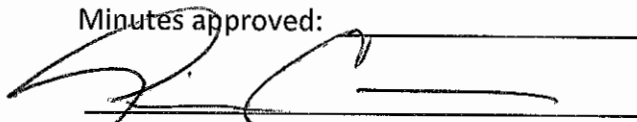
Managers' Report

General Manager Jackie Jarvis reported she is still in the process of obtaining bids for a new auditor. Quotes so far have been in the \$25,000 range which she said was excessive. She is waiting on quotes from four other auditors to hopefully their fee will be less. Another quote received was between \$17,500 and \$20,000. Ms. Jarvis will provide copies of quotes when all are received. Ms. Jarvis also reported that in three weeks the Bourbon Lottey will be held and encouraged members to attend and observe the process. Ms. Jarvis and Ms. Miller will begin working on the budget in May.

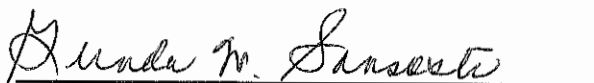
Adjourn

Upon motion by Mr. Pearsall, seconded by Mr. Brewer and unanimously passed the meeting adjourned at 10:40 AM. Next meeting will be May 22, 2025.

Minutes approved:



Lisa Conner, Board Chair

Jackie Jarvis, General Manager

Glenda Sansosti, Acting Secretary

STAFF REPORT

City Council, Monday, June 2, 2025

Title: Approve FY 2025-2026 Budget and Ordinance

Speaker: Wilson Hooper, City Manager
Dean Luebbe, Assistant City Manager/Finance Director

Prepared by: Dean Luebbe, Assistant City Manager/Finance Director,
Wilson Hooper, City Manager

Approved by: Wilson Hooper, City Manager

Background

NCGS 159-9 names city managers as his/her municipality's statutory "budget officer" and outlines his/her responsibilities regarding preparation and submission of proposed budgets. The statute requires that a document which "contain[s] a concise explanation of the governmental goals fixed by the budget for the budget year, explain[s] important features of the activities anticipated in the budget, set[s] forth the reasons for the state changes from the previous year in program goals, programs, and appropriate levels, and explain[s] any major changes in fiscal policy" be presented to the elected board no later than June 1. Brevard Code of Ordinances Sec.2-113(5) requires the city manager to "prepare and submit the annual budget and capital program to the Council."

Staff began compiling information on the costs of providing services prior to the start of the calendar year, and submitted requests for funding for new initiatives soon after that. The City Council held its strategic planning retreat in early March, identifying priorities that staff used to create the budget proposal. Council held a Budget Workshop April 11 to review options and give preliminary approval of a spending plan. The City Manager gave a public presentation on the recommended budget at the May 5, 2025 Council meeting. The statutorily required public hearing was held May 19, 2025.

Discussion

The proposed FY26 budget endows each of the City's budgetary units with resources needed to provide services, and spells out a funding strategy for each of Council's priorities. It maintains service levels across the City of Brevard enterprise and emphasizes fair employee compensation.

The proposal funds these expenses via:

- A proposed 2.75-cent increase in Brevard's property tax rate. The new rate equates to approximately \$96.25 more for a property with an assessed value of \$350,000.
- A continuation of the city's regular 4% increases to the city's "per/1000 gallon" utility fee.

To relieve pressure on the FY26 budget, the Council approved the FY25 Supplemental

Spending Plan on May 19, 2025.

Action

Council is asked to approve the FY2025-2026 Recommended Budget, reflected in the Ordinance included as Attachment 2 below.

Attachments 3-5 are the ordinances corresponding to alternate compensation scenarios previously discussed by Council and the corresponding tax rate. If Council wishes to adopt one of these alternatives, staff asked that they specify which in a motion.

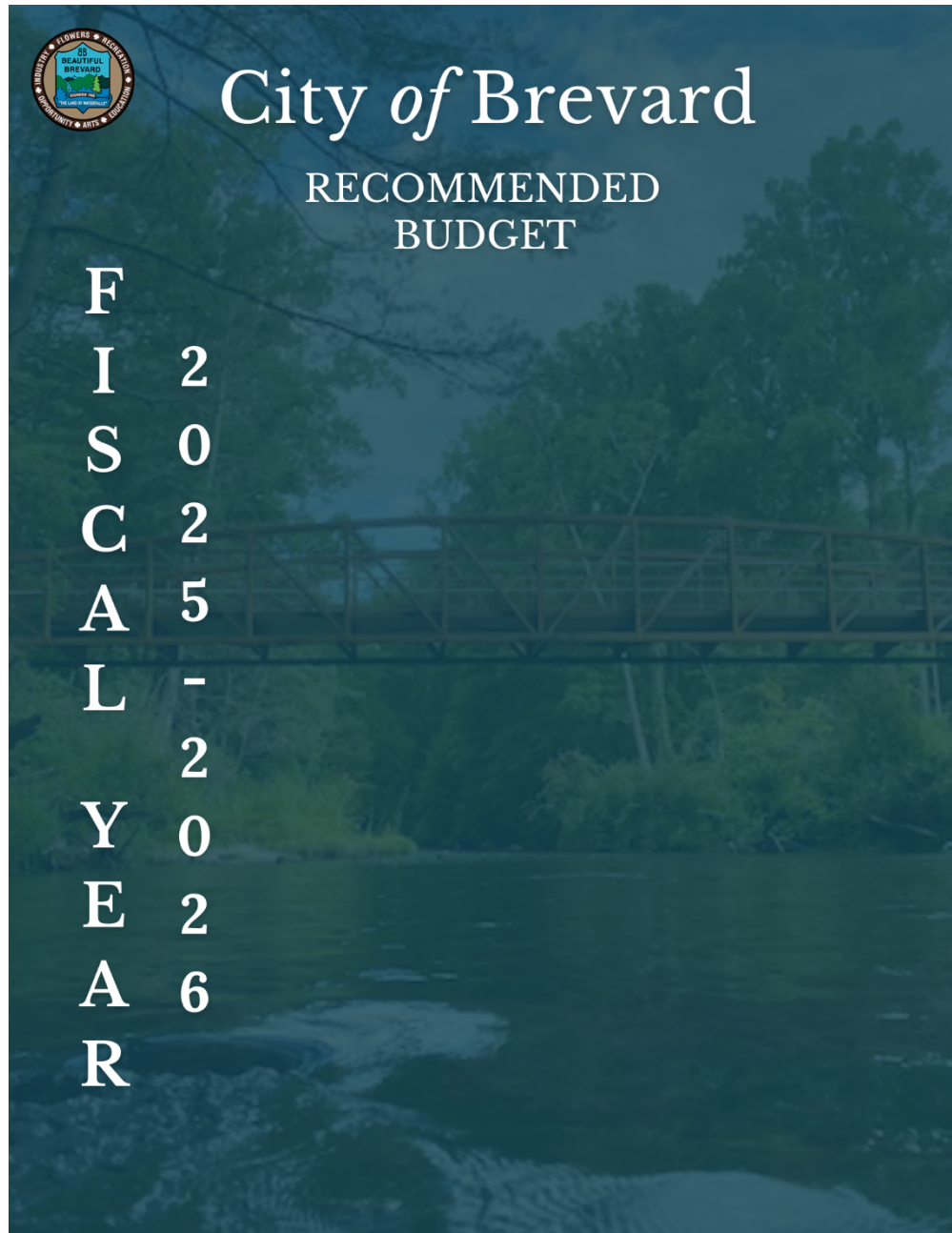
If Council wishes to move forward with an alternative not reflected here, staff asks that they vote on a motion approving the budget with the specified changes, and staff will bring a revised ordinance back for final approval on June 16, 2025.

Attachments:

1. FY25-26 Recommended Budget Link
2. Budget Ordinance Manager Recommended 3.5% COLA, .3575 tax rate
3. Budget Ordinance Alternate #1, 2.8% COLA, .35 tax rate
4. Budget Ordinance Alternate #2, 3.5% COLA except for grades over 20 (2.8%), .3575 tax rate
5. Budget Ordinance Alternate #3, 2.8% COLA except for grade 10 (3.5%), .35 tax rate

The City of Brevard FY26 Manager's Recommended Budget is available at the link below:

[FY26 Manager's Recommended Budget page](#)



City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XX MANAGER RECOMMENDED 3.5 COLA, .3575 TAX RATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA:

Section 1. It is estimated that the following revenues will be available to the General Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
AD VALOREM TAXES	\$ 7,110,537
OTHER TAXES	2,517,923
UNRESTRICTED REVENUES	1,047,000
RESTRICTED INTERGOVERNMENTAL	315,200
SALES AND SERVICES	1,560,800
MISCELLANEOUS	1,600,595
FUND BALANCE APPROPRIATED	296,900
TOTAL	\$ 14,448,955

Section 2. The following amounts are hereby appropriated in the General Fund for the operation of the City Government and its activities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 in accordance with the Chart of Accounts heretofore established for the City of Brevard:

EXPENDITURES	BUDGET
GOVERNING BODY	\$ 275,600
ADMINISTRATIVE	1,145,600
FINANCE	813,200
PLANNING	1,017,100
COMMUNITY CENTER	191,200
BUILDING AND GROUNDS	532,600
POLICE	4,405,300
PUBLIC WORKS - ADMINISTRATION	719,600
PUBLIC WORKS - GARAGE	526,100
PUBLIC WORKS - STREETS - LOCAL	907,400
PUBLIC WORKS - STREETS - POWELL BILL	268,000
RECREATION	306,500
SANITATION	1,559,400
NON DEPARTMENTAL	1,781,355
TOTAL	\$ 14,448,955

Section 3. It is estimated that the following revenues will be available to the Water and Sewer Utility Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
WATER BILLINGS	\$ 3,531,125
SEWER BILLINGS	3,341,500
METER FEES	185,000
OTHER REVENUES	381,500
DEBT PROCEEDS	540,000
TOTAL	\$ 7,979,125

Section 4. The following amounts are hereby appropriated in the Water and Sewer Utility Fund for the operation of said utilities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
WATER TREATMENT	\$ 1,171,600
WASTEWATER TREATMENT	1,567,500

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XX MANAGER RECOMMENDED 3.5 COLA, .3575 TAX RATE

WATER AND SEWER MAINTENANCE	2,500,400
NON DEPARTMENTAL	2,739,625
TOTAL	\$ 7,979,125

Section 5. The following revenues will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ -
SYSTEM DEVELOPMENT FEES	80,000
TOTAL	\$ 80,000

Section 6. The following expenditures will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	80,000
TOTAL	\$ 80,000

Section 7. It is estimated that the following revenues will be available to the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 858,905
FIRE DISTRICT TAX	770,895
OTHER REVENUES	10,000
FUND BALANCE APPROPRIATED	850,000
LOAN PROCEEDS	-
TOTAL	\$ 2,489,800

Section 8. The following amounts are hereby appropriated in the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
PERSONNEL, OPERATING, CAPITAL, DEBT	2,489,800
TOTAL	\$ 2,489,800

Section 9. It is estimated that the following revenues will be available to the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
CHARGES FOR SERVICES	219,000
TOTAL	\$ 219,000

Section 10. The following amounts are hereby appropriated in the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	219,000
TOTAL	\$ 219,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XX MANAGER RECOMMENDED 3.5 COLA, .3575 TAX RATE

Section 11. It is estimated that the following revenues will be available to the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
INTEREST ON INVESTMENTS	2,400
TOTAL	\$ 2,400

Section 12. The following amounts are hereby appropriated in the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	2,400
TOTAL	\$ 2,400

Section 13. The following revenue amounts will be available in the Health Insurance Fund for Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ 240,200
TRANSFER FROM OTHER FUNDS	1,648,000
DENTAL DEPENDENT PREMIUMS	33,000
HEALTH DEPENDENT PREMIUMS	105,000
RETIREE PREMIUMS	40,000
TOTAL	\$ 2,066,200

Section 14. The following amounts are hereby appropriated in the Health Insurance Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
HEALTH INSURANCE COSTS	2,066,200
TOTAL	\$ 2,066,200

Section 15. It is estimated that the following revenues will be available to the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
SERVICE DISTRICT TAX - CURRENT AND PRIOR YEARS	\$ 155,000
TRANSFER FROM GENERAL FUND	11,000
TOTAL	\$ 166,000

Section 16. The following amounts are hereby appropriated in the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
CONTRACT SERVICES	\$ 155,000
TRANSFER TO DOWNTOWN MASTER PLAN	11,000
TOTAL	\$ 166,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XX MANAGER RECOMMENDED 3.5 COLA, .3575 TAX RATE

Section 17. It is estimated that the following revenues will be available to the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 198,000
FUND BALANCE APPROPRIATED	\$ 50,300
OTHER REVENUES	16,700
TOTAL	\$ 265,000

Section 18. The following amounts are hereby appropriated in the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	\$ 50,000
DEBT PAYMENTS	215,000
TOTAL	\$ 265,000

Section 19. The Revenues and Expenditures set forth in Section 1 through Section 18 of this Ordinance are hereby summarized as follows:

BUDGET APPROPRIATIONS	BUDGET
GENERAL FUND	\$ 14,448,955
STORMWATER FUND	219,000
WATER & SEWER FUND	7,979,125
FIRE DISTRICT FUND	2,489,800
CAPITAL RESERVE FUND	80,000
BJERG FUND	2,400
HEALTH INSURANCE RESERVE FUND	2,066,200
HEART OF BREVARD FUND	166,000
HOUSING TRUST FUND	265,000
TOTAL	\$ 27,716,480

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XX MANAGER RECOMMENDED 3.5 COLA, .3575 TAX RATE

Section 20. There is hereby levied a tax at the rate of thirty five and three quarter cents (\$0.3575) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 for the purpose of raising the revenue listed as Taxes in the General Fund in Section 1 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$1,987,541,173 and an estimated collection rate of 99.03%.

Section 21. There is hereby further levied a tax at the rate of seventeen and fifty four tenth cents \$0.1754 cents per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 within the boundaries of the Heart of Brevard Municipal Service District for the purpose of raising the revenue listed as Taxes in the Heart of Brevard Municipal Service District Tax Fund in Section 15 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$89,152,000 and an estimated collection rate of 99.03%.

Section 22. There is hereby further attached (Exhibit A) to said Ordinance a schedule of taxes, fees, and charges for the General and Utility Funds.

Section 23. The Budget Officer shall be authorized to reallocate departmental appropriations among the various line item expenditures of that department, as said officer believes necessary. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, provided that no departmental budget shall be reduced by more than ten percent without the prior approval of the City Council. Any such transfers shall be reported to the City Council at its next regular meeting and shall be entered in the minutes.

Section 24. Copies of the Budget Ordinance shall be furnished to the Budget Officer and Finance Officer of the City to be kept on file by them for their direction in the collection and disbursement of funds. Said officials are hereby authorized to receive and expend funds as herein set forth in accordance with the Brevard City Code and the General Statutes of the State of North Carolina.

Adopted and approved this the 2nd day of June, 2025.

ATTEST:

Denise Hodsdon
City Clerk

Maureen Copelof
Mayor

Mack McKeller
City Attorney

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #1, 2.8 COLA, .35 TAX RATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA:

Section 1. It is estimated that the following revenues will be available to the General Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
AD VALOREM TAXES	\$ 6,962,917
OTHER TAXES	2,517,923
UNRESTRICTED REVENUES	1,047,000
RESTRICTED INTERGOVERNMENTAL	315,200
SALES AND SERVICES	1,560,800
MISCELLANEOUS	1,600,595
FUND BALANCE APPROPRIATED	296,900
TOTAL	\$ 14,301,335

Section 2. The following amounts are hereby appropriated in the General Fund for the operation of the City Government and its activities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 in accordance with the Chart of Accounts heretofore established for the City of Brevard:

EXPENDITURES	BUDGET
GOVERNING BODY	\$ 275,600
ADMINISTRATIVE	1,140,300
FINANCE	810,100
PLANNING	1,013,200
COMMUNITY CENTER	190,500
BUILDING AND GROUNDS	530,900
POLICE	4,284,563
PUBLIC WORKS - ADMINISTRATION	715,900
PUBLIC WORKS - GARAGE	524,700
PUBLIC WORKS - STREETS - LOCAL	904,600
PUBLIC WORKS - STREETS - POWELL BILL	268,000
RECREATION	306,500
SANITATION	1,557,700
NON DEPARTMENTAL	1,778,772
TOTAL	\$ 14,301,335

Section 3. It is estimated that the following revenues will be available to the Water and Sewer Utility Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
WATER BILLINGS	\$ 3,519,725
SEWER BILLINGS	3,341,500
METER FEES	185,000
OTHER REVENUES	381,500
DEBT PROCEEDS	540,000
TOTAL	\$ 7,967,725

Section 4. The following amounts are hereby appropriated in the Water and Sewer Utility Fund for the operation of said utilities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
WATER TREATMENT	\$ 1,168,700
WASTEWATER TREATMENT	1,564,300

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX

ALTERNATE #1, 2.8 COLA, .35 TAX RATE

WATER AND SEWER MAINTENANCE	2,495,100
NON DEPARTMENTAL	2,739,625
TOTAL	\$ 7,967,725

Section 5. The following revenues will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ -
SYSTEM DEVELOPMENT FEES	80,000
TOTAL	\$ 80,000

Section 6. The following expenditures will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	80,000
TOTAL	\$ 80,000

Section 7. It is estimated that the following revenues will be available to the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 856,322
FIRE DISTRICT TAX	768,578
OTHER REVENUES	10,000
FUND BALANCE APPROPRIATED	850,000
LOAN PROCEEDS	-
TOTAL	\$ 2,484,900

Section 8. The following amounts are hereby appropriated in the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
PERSONNEL, OPERATING, CAPITAL, DEBT	2,484,900
TOTAL	\$ 2,484,900

Section 9. It is estimated that the following revenues will be available to the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
CHARGES FOR SERVICES	219,000
TOTAL	\$ 219,000

Section 10. The following amounts are hereby appropriated in the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	219,000
TOTAL	\$ 219,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #1, 2.8 COLA, .35 TAX RATE

Section 11. It is estimated that the following revenues will be available to the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
INTEREST ON INVESTMENTS	2,400
TOTAL	\$ 2,400

Section 12. The following amounts are hereby appropriated in the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	2,400
TOTAL	\$ 2,400

Section 13. The following revenue amounts will be available in the Health Insurance Fund for Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ 240,200
TRANSFER FROM OTHER FUNDS	1,648,000
DENTAL DEPENDENT PREMIUMS	33,000
HEALTH DEPENDENT PREMIUMS	105,000
RETIREE PREMIUMS	40,000
TOTAL	\$ 2,066,200

Section 14. The following amounts are hereby appropriated in the Health Insurance Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
HEALTH INSURANCE COSTS	2,066,200
TOTAL	\$ 2,066,200

Section 15. It is estimated that the following revenues will be available to the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
SERVICE DISTRICT TAX - CURRENT AND PRIOR YEARS	\$ 155,000
TRANSFER FROM GENERAL FUND	11,000
TOTAL	\$ 166,000

Section 16. The following amounts are hereby appropriated in the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
CONTRACT SERVICES	\$ 155,000
TRANSFER TO DOWNTOWN MASTER PLAN	11,000
TOTAL	\$ 166,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #1, 2.8 COLA, .35 TAX RATE

Section 17. It is estimated that the following revenues will be available to the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 198,000
FUND BALANCE APPROPRIATED	\$ 50,300
OTHER REVENUES	16,700
TOTAL	\$ 265,000

Section 18. The following amounts are hereby appropriated in the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	\$ 50,000
DEBT PAYMENTS	215,000
TOTAL	\$ 265,000

Section 19. The Revenues and Expenditures set forth in Section 1 through Section 18 of this Ordinance are hereby summarized as follows:

BUDGET APPROPRIATIONS	BUDGET
GENERAL FUND	\$ 14,301,335
STORMWATER FUND	219,000
WATER & SEWER FUND	7,967,725
FIRE DISTRICT FUND	2,484,900
CAPITAL RESERVE FUND	80,000
BJERG FUND	2,400
HEALTH INSURANCE RESERVE FUND	2,066,200
HEART OF BREVARD FUND	166,000
HOUSING TRUST FUND	265,000
TOTAL	\$ 27,552,560

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #1, 2.8 COLA, .35 TAX RATE

Section 20. There is hereby levied a tax at the rate of thirty five cents (\$0.35) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 for the purpose of raising the revenue listed as Taxes in the General Fund in Section 1 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$1,987,541,173 and an estimated collection rate of 99.03%.

Section 21. There is hereby further levied a tax at the rate of seventeen and fifty four tenth cents \$0.1754 cents per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 within the boundaries of the Heart of Brevard Municipal Service District for the purpose of raising the revenue listed as Taxes in the Heart of Brevard Municipal Service District Tax Fund in Section 15 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$89,152,000 and an estimated collection rate of 99.03%.

Section 22. There is hereby further attached (Exhibit A) to said Ordinance a schedule of taxes, fees, and charges for the General and Utility Funds.

Section 23. The Budget Officer shall be authorized to reallocate departmental appropriations among the various line item expenditures of that department, as said officer believes necessary. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, provided that no departmental budget shall be reduced by more than ten percent without the prior approval of the City Council. Any such transfers shall be reported to the City Council at its next regular meeting and shall be entered in the minutes.

Section 24. Copies of the Budget Ordinance shall be furnished to the Budget Officer and Finance Officer of the City to be kept on file by them for their direction in the collection and disbursement of funds. Said officials are hereby authorized to receive and expend funds as herein set forth in accordance with the Brevard City Code and the General Statutes of the State of North Carolina.

Adopted and approved this the 2nd day of June, 2025.

ATTEST:

Denise Hodsdon
City Clerk

Maureen Copelof
Mayor

Mack McKeller
City Attorney

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #2, 3.5 COLA except for grades over 20 (2.8%), .3575 TAX RATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA:

Section 1. It is estimated that the following revenues will be available to the General Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
AD VALOREM TAXES	\$ 6,962,917
OTHER TAXES	2,517,923
UNRESTRICTED REVENUES	1,047,000
RESTRICTED INTERGOVERNMENTAL	315,200
SALES AND SERVICES	1,560,800
MISCELLANEOUS	1,600,595
FUND BALANCE APPROPRIATED	296,900
TOTAL	\$ 14,301,335

Section 2. The following amounts are hereby appropriated in the General Fund for the operation of the City Government and its activities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 in accordance with the Chart of Accounts heretofore established for the City of Brevard:

EXPENDITURES	BUDGET
GOVERNING BODY	\$ 275,600
ADMINISTRATIVE	1,140,300
FINANCE	810,100
PLANNING	1,013,200
COMMUNITY CENTER	190,500
BUILDING AND GROUNDS	530,900
POLICE	4,284,563
PUBLIC WORKS - ADMINISTRATION	715,900
PUBLIC WORKS - GARAGE	524,700
PUBLIC WORKS - STREETS - LOCAL	904,600
PUBLIC WORKS - STREETS - POWELL BILL	268,000
RECREATION	306,500
SANITATION	1,557,700
NON DEPARTMENTAL	1,778,772
TOTAL	\$ 14,301,335

Section 3. It is estimated that the following revenues will be available to the Water and Sewer Utility Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
WATER BILLINGS	\$ 3,519,725
SEWER BILLINGS	3,341,500
METER FEES	185,000
OTHER REVENUES	381,500
DEBT PROCEEDS	540,000
TOTAL	\$ 7,967,725

Section 4. The following amounts are hereby appropriated in the Water and Sewer Utility Fund for the operation of said utilities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
WATER TREATMENT	\$ 1,168,700
WASTEWATER TREATMENT	1,564,300

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX

ALTERNATE #2, 3.5 COLA except for grades

WATER AND SEWER MAINTENANCE	2,495,100
NON DEPARTMENTAL	2,739,625
TOTAL	\$ 7,967,725

Section 5. The following revenues will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ -
SYSTEM DEVELOPMENT FEES	80,000
TOTAL	\$ 80,000

Section 6. The following expenditures will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	80,000
TOTAL	\$ 80,000

Section 7. It is estimated that the following revenues will be available to the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 856,322
FIRE DISTRICT TAX	768,578
OTHER REVENUES	10,000
FUND BALANCE APPROPRIATED	850,000
LOAN PROCEEDS	-
TOTAL	\$ 2,484,900

Section 8. The following amounts are hereby appropriated in the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
PERSONNEL, OPERATING, CAPITAL, DEBT	2,484,900
TOTAL	\$ 2,484,900

Section 9. It is estimated that the following revenues will be available to the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
CHARGES FOR SERVICES	219,000
TOTAL	\$ 219,000

Section 10. The following amounts are hereby appropriated in the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	219,000
TOTAL	\$ 219,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #2, 3.5 COLA except for grades

Section 11. It is estimated that the following revenues will be available to the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
INTEREST ON INVESTMENTS	2,400
TOTAL	\$ 2,400

Section 12. The following amounts are hereby appropriated in the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	2,400
TOTAL	\$ 2,400

Section 13. The following revenue amounts will be available in the Health Insurance Fund for Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ 240,200
TRANSFER FROM OTHER FUNDS	1,648,000
DENTAL DEPENDENT PREMIUMS	33,000
HEALTH DEPENDENT PREMIUMS	105,000
RETIREE PREMIUMS	40,000
TOTAL	\$ 2,066,200

Section 14. The following amounts are hereby appropriated in the Health Insurance Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
HEALTH INSURANCE COSTS	2,066,200
TOTAL	\$ 2,066,200

Section 15. It is estimated that the following revenues will be available to the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
SERVICE DISTRICT TAX - CURRENT AND PRIOR YEARS	\$ 155,000
TRANSFER FROM GENERAL FUND	11,000
TOTAL	\$ 166,000

Section 16. The following amounts are hereby appropriated in the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
CONTRACT SERVICES	\$ 155,000
TRANSFER TO DOWNTOWN MASTER PLAN	11,000
TOTAL	\$ 166,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #2, 3.5 COLA except for grades

Section 17. It is estimated that the following revenues will be available to the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 198,000
FUND BALANCE APPROPRIATED	50,300
OTHER REVENUES	16,700
TOTAL	\$ 265,000

Section 18. The following amounts are hereby appropriated in the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	\$ 50,000
DEBT PAYMENTS	215,000
TOTAL	\$ 265,000

Section 19. The Revenues and Expenditures set forth in Section 1 through Section 18 of this Ordinance are hereby summarized as follows:

BUDGET APPROPRIATIONS	BUDGET
GENERAL FUND	\$ 14,301,335
STORMWATER FUND	219,000
WATER & SEWER FUND	7,967,725
FIRE DISTRICT FUND	2,484,900
CAPITAL RESERVE FUND	80,000
BJERG FUND	2,400
HEALTH INSURANCE RESERVE FUND	2,066,200
HEART OF BREVARD FUND	166,000
HOUSING TRUST FUND	265,000
TOTAL	\$ 27,552,560

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX ALTERNATE #2, 3.5 COLA except for grades

Section 20. There is hereby levied a tax at the rate of thirty five and three quarter cents (\$0.3575) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 for the purpose of raising the revenue listed as Taxes in the General Fund in Section 1 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$1,987,541,173 and an estimated collection rate of 99.03%.

Section 21. There is hereby further levied a tax at the rate of seventeen and fifty four tenth cents \$0.1754 cents per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 within the boundaries of the Heart of Brevard Municipal Service District for the purpose of raising the revenue listed as Taxes in the Heart of Brevard Municipal Service District Tax Fund in Section 15 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$89,152,000 and an estimated collection rate of 99.03%.

Section 22. There is hereby further attached (Exhibit A) to said Ordinance a schedule of taxes, fees, and charges for the General and Utility Funds.

Section 23. The Budget Officer shall be authorized to reallocate departmental appropriations among the various line item expenditures of that department, as said officer believes necessary. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, provided that no departmental budget shall be reduced by more than ten percent without the prior approval of the City Council. Any such transfers shall be reported to the City Council at its next regular meeting and shall be entered in the minutes.

Section 24. Copies of the Budget Ordinance shall be furnished to the Budget Officer and Finance Officer of the City to be kept on file by them for their direction in the collection and disbursement of funds. Said officials are hereby authorized to receive and expend funds as herein set forth in accordance with the Brevard City Code and the General Statutes of the State of North Carolina.

Adopted and approved this the 2nd day of June, 2025.

ATTEST:

Denise Hodsdon
City Clerk

Maureen Copelof
Mayor

Mack McKeller
City Attorney

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX Alternate #3, 2.8 COLA except for grade
10 (3.5%), .35 TAX RATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA:

Section 1. It is estimated that the following revenues will be available to the General Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
AD VALOREM TAXES	\$ 6,962,917
OTHER TAXES	2,517,923
UNRESTRICTED REVENUES	1,047,000
RESTRICTED INTERGOVERNMENTAL	315,200
SALES AND SERVICES	1,560,800
MISCELLANEOUS	1,600,595
FUND BALANCE APPROPRIATED	296,900
TOTAL	\$ 14,301,335

Section 2. The following amounts are hereby appropriated in the General Fund for the operation of the City Government and its activities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 in accordance with the Chart of Accounts heretofore established for the City of Brevard:

EXPENDITURES	BUDGET
GOVERNING BODY	\$ 275,600
ADMINISTRATIVE	1,140,300
FINANCE	810,100
PLANNING	1,013,200
COMMUNITY CENTER	190,500
BUILDING AND GROUNDS	530,900
POLICE	4,284,563
PUBLIC WORKS - ADMINISTRATION	715,900
PUBLIC WORKS - GARAGE	524,700
PUBLIC WORKS - STREETS - LOCAL	904,600
PUBLIC WORKS - STREETS - POWELL BILL	268,000
RECREATION	306,500
SANITATION	1,557,700
NON DEPARTMENTAL	1,778,772
TOTAL	\$ 14,301,335

Section 3. It is estimated that the following revenues will be available to the Water and Sewer Utility Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
WATER BILLINGS	\$ 3,519,725
SEWER BILLINGS	3,341,500
METER FEES	185,000
OTHER REVENUES	381,500
DEBT PROCEEDS	540,000
TOTAL	\$ 7,967,725

Section 4. The following amounts are hereby appropriated in the Water and Sewer Utility Fund for the operation of said utilities for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
WATER TREATMENT	\$ 1,168,700
WASTEWATER TREATMENT	1,564,300

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX

Alternate #3, 2.8 COLA except for grade

WATER AND SEWER MAINTENANCE	2,495,100
NON DEPARTMENTAL	2,739,625
TOTAL	\$ 7,967,725

Section 5. The following revenues will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ -
SYSTEM DEVELOPMENT FEES	80,000
TOTAL	\$ 80,000

Section 6. The following expenditures will be continued for the Capital Reserve Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	80,000
TOTAL	\$ 80,000

Section 7. It is estimated that the following revenues will be available to the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 856,322
FIRE DISTRICT TAX	768,578
OTHER REVENUES	10,000
FUND BALANCE APPROPRIATED	850,000
LOAN PROCEEDS	-
TOTAL	\$ 2,484,900

Section 8. The following amounts are hereby appropriated in the Fire District Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
PERSONNEL, OPERATING, CAPITAL, DEBT	2,484,900
TOTAL	\$ 2,484,900

Section 9. It is estimated that the following revenues will be available to the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
CHARGES FOR SERVICES	219,000
TOTAL	\$ 219,000

Section 10. The following amounts are hereby appropriated in the Stormwater Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	219,000
TOTAL	\$ 219,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX **Alternate #3, 2.8 COLA except for grade**

Section 11. It is estimated that the following revenues will be available to the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
INTEREST ON INVESTMENTS	2,400
TOTAL	\$ 2,400

Section 12. The following amounts are hereby appropriated in the Bjerg Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
INCREASE IN FUND BALANCE	2,400
TOTAL	\$ 2,400

Section 13. The following revenue amounts will be available in the Health Insurance Fund for Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
FUND BALANCE APPROPRIATED	\$ 240,200
TRANSFER FROM OTHER FUNDS	1,648,000
DENTAL DEPENDENT PREMIUMS	33,000
HEALTH DEPENDENT PREMIUMS	105,000
RETIREE PREMIUMS	40,000
TOTAL	\$ 2,066,200

Section 14. The following amounts are hereby appropriated in the Health Insurance Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
HEALTH INSURANCE COSTS	2,066,200
TOTAL	\$ 2,066,200

Section 15. It is estimated that the following revenues will be available to the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
SERVICE DISTRICT TAX - CURRENT AND PRIOR YEARS	\$ 155,000
TRANSFER FROM GENERAL FUND	11,000
TOTAL	\$ 166,000

Section 16. The following amounts are hereby appropriated in the Heart of Brevard Municipal Service District Tax Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
CONTRACT SERVICES	\$ 155,000
TRANSFER TO DOWNTOWN MASTER PLAN	11,000
TOTAL	\$ 166,000

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX **Alternate #3, 2.8 COLA except for grade**

Section 17. It is estimated that the following revenues will be available to the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

REVENUES	BUDGET
TRANSFER FROM GENERAL FUND	\$ 198,000
FUND BALANCE APPROPRIATED	\$ 50,300
OTHER REVENUES	16,700
TOTAL	\$ 265,000

Section 18. The following amounts are hereby appropriated in the Housing Trust Fund for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026:

EXPENDITURES	BUDGET
OPERATING	\$ 50,000
DEBT PAYMENTS	215,000
TOTAL	\$ 265,000

Section 19. The Revenues and Expenditures set forth in Section 1 through Section 18 of this Ordinance are hereby summarized as follows:

BUDGET APPROPRIATIONS	BUDGET
GENERAL FUND	\$ 14,301,335
STORMWATER FUND	219,000
WATER & SEWER FUND	7,967,725
FIRE DISTRICT FUND	2,484,900
CAPITAL RESERVE FUND	80,000
BJERG FUND	2,400
HEALTH INSURANCE RESERVE FUND	2,066,200
HEART OF BREVARD FUND	166,000
HOUSING TRUST FUND	265,000
TOTAL	\$ 27,552,560

City of Brevard FY2025-2026 Budget Ordinance

Ordinance No. 2025-XXXX

Alternate #3, 2.8 COLA except for grade

Section 20. There is hereby levied a tax at the rate of thirty five cents (\$0.35) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 for the purpose of raising the revenue listed as Taxes in the General Fund in Section 1 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$1,987,541,173 and an estimated collection rate of 99.03%.

Section 21. There is hereby further levied a tax at the rate of seventeen and fifty four tenth cents \$0.1754 cents per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025 within the boundaries of the Heart of Brevard Municipal Service District for the purpose of raising the revenue listed as Taxes in the Heart of Brevard Municipal Service District Tax Fund in Section 15 of this Ordinance. This rate is based on an estimated total valuation of property for the purposes of taxation of \$89,152,000 and an estimated collection rate of 99.03%.

Section 22. There is hereby further attached (Exhibit A) to said Ordinance a schedule of taxes, fees, and charges for the General and Utility Funds.

Section 23. The Budget Officer shall be authorized to reallocate departmental appropriations among the various line item expenditures of that department, as said officer believes necessary. The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, provided that no departmental budget shall be reduced by more than ten percent without the prior approval of the City Council. Any such transfers shall be reported to the City Council at its next regular meeting and shall be entered in the minutes.

Section 24. Copies of the Budget Ordinance shall be furnished to the Budget Officer and Finance Officer of the City to be kept on file by them for their direction in the collection and disbursement of funds. Said officials are hereby authorized to receive and expend funds as herein set forth in accordance with the Brevard City Code and the General Statutes of the State of North Carolina.

Adopted and approved this the 2nd day of June, 2025.

ATTEST:

Denise Hodsdon
City Clerk

Maureen Copelof
Mayor

Mack McKeller
City Attorney

STAFF REPORT

City Council, Monday, June 2, 2025

Title: Appointment to Rosenwald Community Advisory Board

Speaker: Denise Hodsdon, City Clerk

Prepared by: Denise Hodsdon

Approved by: Wilson Hooper, City Manager

Background

When Council updated the structure of City Council Committees in December 2022, and designated committees as either policy, advisory or statutory, the terms for citizen members on advisory committees were set at two years with all terms expiring on May 31st. Staff conducted an open recruitment for citizens interested in serving on the various advisory committees.

Applications received during the recruitment period were reviewed by the Finance, Human Resources and Citizen Appointment Committee at their April 28, 2025 meeting, and the committee recommended appointments to the Downtown Master Plan Committee; Parks, Trails & Recreation Committee; and Rosenwald Community Advisory Board to full City Council.

At its meeting on May 19, 2025 City Council reviewed the applications and made appointments as recommended by the Finance, Human Resources and Citizen Appointment Committee, except for one application for the Rosenwald Community Advisory Board submitted by a resident of Henderson County, and requested that staff investigate the residency requirements for membership on that Board.

Discussion

City Council Resolution No. 2022-40 stipulates that the Rosenwald Community Advisory Board shall include six at-large members of the Rosenwald Community. Of those six at-large members, four seats are designated for members of the Mary C. Jenkins Community Center board of directors, and two are designated for unaffiliated Rosenwald residents. The resolution further stipulates that the Finance, Human Resources, and Citizen Appointment Committee may review and recommend changes to the composition of Advisory Boards at its discretion.

At its meeting on May 28, 2025 the Finance, Human Resources, and Citizen Appointment Committee discussed the application submitted by Morgan Monshaugen who resides in Henderson County, and determined the applicant to be vested, with a professional stake in the affairs of the Rosenwald Community. As there were no additional applications received for membership on the Rosenwald Community Advisory Board, the committee unanimously voted to recommend to full Council that Mr. Monshaugen be appointed to the Rosenwald Community Advisory Board.

Action

Staff requests Council approve the Finance, Human Resources and Citizen Appointment Committee's recommendation to appoint Morgan Monshaugen to the Rosenwald Community Advisory Board. A draft resolution is attached for Council's consideration.

Attachments:

1. Monshaugen Application for Rosenwald Advisory Board Application
2. Resolution Appointing a Member to the Rosenwald Community Advisory Board

EMPLOYMENT APPLICATION



CITY OF BREVARD
95 W Main St
Brevard, North Carolina 28712
<http://www.cityofbrevard.com>

Monshaugen, Morgan
202200015 ADVISORY COMMITTEE MEMBER

ROSENWALD COMMUNITY ADVISORY BOARD

Received: 3/2/25 12:24 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION

POSITION TITLE:
ADVISORY COMMITTEE MEMBER

EXAM ID#:
202200015

NAME: (Last, First, Middle)
Monshaugen, Morgan

SOCIAL SECURITY NUMBER:
N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
270 Never Blue Road, Flat Rock, North Carolina 28731

EMAIL ADDRESS:
Morganmons@gmail.com

HOME PHONE:
(828)-747-9980

NOTIFICATION PREFERENCE:
Email

DRIVER'S LICENSE:
☒ Yes ☐ No

LEGAL RIGHT TO WORK IN THE UNITED STATES?
☒ Yes ☐ No

What is your highest level of education?
Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
☐ Yes ☐ No ☐ Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Per Diem

SHIFTS YOU WILL ACCEPT:
Evening

EDUCATION

Nothing Entered For This Section

WORK EXPERIENCE

Nothing Entered For This Section

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. Are you a resident of the City of Brevard? A resident is defined as someone who lives in within the corporate city limits the majority of the year and claims the City of Brevard as their domicile for legal purposes.
No
2. Please list your current place of employment and your occupation.
Transylvania Habitat for Humanity
3. Please list any other appointed positions you currently hold in Brevard or Transylvania County. If none, please type "none or n/a"
None
4. Why do you want to be a member of this Board and/or Committee?
I would like to help the community I work in become a better place. I would also like to learn more about local government and how I can affect positive change in my community.
5. How would your experience, education and/or occupation be a benefit to this board or committee and the City of Brevard?
I have experience working with Habitat for Humanity and their community revitalization programs. I have managed their critical home repair program in Henderson County and am currently working as the Transylvania Habitat for Humanity Critical Home Repair Supervisor.
6. Please briefly describe any community involvement you have that may be related and beneficial for City Council to know as they evaluate applicants to serve on this Board and/or Committee.
I was formerly part of the Professional Housing Rehabilitation Association of North Carolina. I was also on the work force development committee for the Blue Ridge Builders Association.
7. Boards and Committees may meet in mornings, afternoons and or evening hours. What limitations do you have for attending meetings?
I currently work for Habitat for Humanity from 8 am to 4:30 pm Monday through Friday. I am sure if there was a meeting during work hours, my employer would allow me to attend.

Job Specific Supplemental Questions

1. Please select from the list below which Advisory Committee and/or Committees you are interested in serving on.

Rosenwald Community Advisory Board

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept and Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete information may be grounds for not employing me and for termination from employment, after employed.

- I understand that I will have to produce documentation verifying identity and eligibility to work in the United States if offered employment.
- I understand that I may required to verify any and all information on this application.
- I understand that this competed application is the property of the City of Brevard and will not be returned.
- I understand it is my responsibility to notify Human Resources of any change to my name, address and/or phone number
- I authorize my current and former employers to give any information regarding me or my employment, whether or not it is on their records. I hereby release them from any damage whatsoever for issuing same.
- I also authorize educational institutions which I attended to reveal my scholastic ratings, as well as degrees or certificates earned, to the City; and associations, registration and licensing boards and to others to furnish whatever detail is available concerning my qualifications. Notwithstanding any provision of State or Federal law, I expressly waive any right I have to review information the City receives from an employer or educational institution under a promise of confidentiality.
- I also permit the City to conduct a Police, Court, Credit and/or Motor Vehicle Records Investigation of my background where related to the job for which I am applying.
- I understand that if I apply or have applied for certain jobs, I may be tested for drug and alcohol use to determine if I am currently using or abusing these substances. I consent to the testing and understand that the results could prevent my employment.
- I understand and acknowledge that should I be employed by the City, then I serve "at will". This means that I may be terminated at any time. I further understand that this "at will" employment relationship may not be changed by any written document unless such change is specifically approved by the City Manager

This application was submitted by Morgan Monshaugen on 3/2/25 12:24 PM

RESOLUTION NO. 2025-XX

**RESOLUTION APPOINTING A MEMBER TO THE
ROSENWALD COMMUNITY ADVISORY BOARD**

WHEREAS, in Fall 2022 the Brevard City Council held a work retreat to reform its committee structure; and

WHEREAS, committees were designated into one of three categories: policy committees, statutory committees, and advisory committees; and

WHEREAS, the terms of citizen members appointed to advisory committees were set at two years with all terms expiring on May 31st; and

WHEREAS, the Finance, Human Resources and Citizen Appointment Committee was charged with reviewing applicants for the various committees/advisory groups and making appointment recommendations to the full Council; and

WHEREAS, under the direction of the Finance, Human Resources and Citizen Appointment Committee, city staff conducted an open recruitment for citizens interested in serving on the various advisory committees; and

WHEREAS, the applications received during the recruitment period were reviewed by the Finance, Human Resources and Citizen Appointment Committee at its April 28, 2025 meeting and the committee recommended appointments to the Downtown Master Plan Committee; Parks, Trails & Recreation Committee; and Rosenwald Community Advisory Board to full City Council; and

WHEREAS, City Council reviewed applications and made appointments at its meeting on May 19, 2025 as recommended by the Finance, Human Resources and Citizen Appointment Committee, except for one application for the Rosenwald Community Advisory Board submitted by a resident of Henderson County, and requested that staff investigate the residency requirements for membership on that Board; and

WHEREAS, City Council Resolution No. 2022-40 stipulates that the Rosenwald Community Advisory Board shall include six at-large members of the Rosenwald Community. Of those six at-large members, four seats are designated for members of the Mary C. Jenkins Community Center board of directors, and two are designated for unaffiliated Rosenwald residents; and

WHEREAS, City Council Resolution No. 2022-40 further stipulates that the Finance, Human Resources, and Citizen Appointment Committee may review and recommend changes to the composition of Advisory Boards at its discretion; and

WHEREAS, at its meeting on May 28, 2025 the Finance, Human Resources, and Citizen Appointment Committee discussed the application submitted by Morgan Monshaugen who resides in Henderson County, and determined the applicant to be vested, with a professional stake in the affairs of the Rosenwald Community, and to recommend to full Council that he be appointed to the Rosenwald Community Advisory Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

- 1) The Brevard City Council does hereby appoint Morgan Monshaugen to the Rosenwald Community Advisory Board, effective June 2, 2025 and expiring on May 31, 2027.

Adopted and approved this 2nd day of June, 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC
City Clerk

STAFF REPORT

City Council, Monday, June 2, 2025

Title: Code of Conduct for City Council Appointees

Speaker: Wilson Hooper, City Manager
Denise Hodsdon, City Clerk

Prepared by: Wilson Hooper, City Manager

Approved by: Wilson Hooper, City Manager

Background

At its January and May meetings, the Finance, Human Resources, and Citizen Appointment (HR/F) Committee discussed the creation of a code of conduct for Council-appointed policy and advisory committees, and a corresponding oversight procedure. The discussion was in response to the discovery that Council had no explicit expectations of conduct for its appointees, nor a defined way of removing its appointees should the need arise.

The recommendation within this staff report was endorsed by the HR/F Committee at its May 28, 2025 meeting and forwarded to Council for approval.

Discussion

City Council appoints members to four statutory bodies (ABC Board of Directors, Board of Adjustment, Planning Board, and Brevard Housing Authority) and eight elective subcommittees (Downtown Master Plan Committee; Finance, Human Resources and Citizen Appointment; Parks, Trails, and Recreation; Public Safety; Public Works and Utilities; Housing Committee; Rosenwald Advisory Committee; Ecusta Trail Advisory Board). The Council also appoints members to outside boards like the TCTDA board of directors.

Council has not expressed explicit expectations of conduct for its appointees over the last few years, even though it has tweaked the appointment method a number of times. HR/F recommends that Council adopt the list of expectations in the "Expectations for City Council Appointees" document (attached) as a de facto code of conduct.

To this point, the absence of clear expectations would have made it difficult for Council to exercise oversight of the appointees. Case law suggests that members of statutory boards have legal protections akin to what a city employee has, and must be given some due process before removal. Upon discussion, HR/F recommended that, for consistency, elective subcommittees and other appointees should be treated similarly. Therefore, this proposal also contains a procedure for removing a Council-appointee if necessary. In addition to the code of conduct, HR/F recommends that Council adopt a list of "unsatisfactory job performance" behaviors, and a list of "detrimental personal conduct" behaviors similar to what exists for city employees. Explicit written standards would give the Council protection from claims that oversight was wielded arbitrarily.

Finally, HR/F recommends that Council adopt a disclosure requirement for itself, Planning

Board, and Board of Adjustment. This disclosure requirement seeks to memorialize into practice the details of the existing conflict of interest statutes that govern these groups.

The Council is asked to note that this proposal does not, for the moment, apply these standards to the Council-appointed ABC Board of Directors. That group's activities -and thus oversight of its members- is more closely governed by state law. Staff and City Attorney are exploring what, if any, oversight the Council has over the ABC.

Fiscal Impact

None

Action

Staff request Council adopt the attached resolution adopting a Code of Conduct and oversight procedure for all City Council appointees.

Attachments:

1. Brevard City Council Appointee Oversight Guidelines
2. Expectations for Brevard City Council Appointees
3. Standards of Conduct for City Council Appointees
4. Brevard Disclosure Guidelines
5. Resolution_Adopting_Appointee_Code of Ethics and Council Disclosure Requirements

Brevard City Council Appointee Oversight Guidelines

Theme	Requirements
Applicability	The below terms apply to all non-elected individuals appointed by vote of the Brevard City Council, whether they serve on city-related or external bodies.
Code of Ethics	Appointees shall act with integrity and independence from improper influence as they exercise the function of their office(s). Examples of characteristics and behaviors that appointees are expected to abide by are enumerated in document entitled “Expectations for Brevard City Council Appointees”
Confidentiality	Appointees may receive information regarding personnel matters and other information of a sensitive or confidential nature. Appointees shall not disseminate confidential information received in their capacity as a city appointee.
Conflicts of Interest (Elective subcommittees ¹)	Appointees to elective subcommittees shall disclose any potential conflicts of interest and request to be excused from the proceedings until the matter containing the conflict is settled.
Conflicts of Interest (Codified committees)	Planning Board – subject to provisions of NCGS 160D-109(b) and (f) and, additionally, Brevard’s standards for appointees Board of Adjustment – subject to provisions of NCGS 160D-109(d) and (f) and, additionally, Brevard’s standards for appointees ABC – TBD
Disclosure Requirement (Council and selected Codified committees)	City Council, Planning Board, and Board of Adjustment members must disclose certain property ownership interest and business interest according to the guidelines set in

¹ Housing Committee; Finance, Human Resources, and Citizen Appointment Committee; Public Works & Utilities Committee; Public Safety Committee; Rosenwald Community Advisory Board; Parks, Trails, and Recreation Committee; Ecusta Trail Advisory Board; Downtown Master Plan Committee

	document entitled “Brevard Disclosure Guidelines”.
Conflicts of Interest (External committees)	Appointees to external committees shall be subject to the ethics/conflicts of interest standards established by the external agency for its committee members. Absent any, the standards of this policy for elective subcommittees shall apply.
Process for removal (Elective subcommittees, external committees)	Though appointees service at the pleasure of City Council, the following due process has been electively applied. Appointees shall be subject to a similar approach utilized for normal employees, with two different procedures being established for “unsatisfactory job performance” and “detrimental personal conduct,” the latter being more severe and thus subject to faster action. The City Manager shall be designated to investigate claims of either type of conduct, and he/she shall offer an action/no action recommendation to the full City Council. Instances of “unsatisfactory job performance” (examples of which are listed in document entitled “Standards of Conduct for City Council Appointees”) must be addressed with an initial communication for unsatisfactory job performance and an opportunity to remedy the behavior prior to any action by Council to rescind the appointment. Council may address instances of “detrimental personal conduct” (examples of which are listed in “Standards of Conduct for City Council Appointees”) with immediate action. However, appointees shall be notified by the City Clerk of potential Council action with regard to the appointment.

Process for removal (Codified committees, ABC exempted)	Caselaw suggests that members of these committees must be offered due process prior to removal. Staff suggests adopting a similar approach to that utilized for normal employees, with two different procedures being established for “unsatisfactory job performance” and “detrimental personal conduct”, the latter being more severe and thus subject to faster action. The City Manager shall be designated to investigate claims of either type of conduct, and he/she shall offer an action/no action recommendation to the full City Council. Instances of “unsatisfactory job performance” (examples of which are listed in document entitled “Standards of Conduct for City Council Appointees”) must be addressed with an initial communication for unsatisfactory job performance and an opportunity to remedy the behavior prior to any action by Council to rescind the appointment. Council may address instances of “detrimental personal conduct” (examples of which are listed in “Standards of Conduct for City Council Appointees”) with immediate action. However, appointees shall be notified by the City Clerk of potential Council action with regard to the appointment.
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Expectations for Brevard City Council Appointees

Appointees are expected to...

- A. Behave consistently with respect towards everyone with whom they interact
- B. Exhibit trustworthiness
- C. Use their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- D. Remain incorruptible, self-governing, and not subject to improper influence while at the same time be able to consider the opinions and ideas of others
- E. Disclose contacts and info about issues they receive outside of public meetings, and refrain from seeking or receiving information about quasi-judicial matters outside of quasi-judicial proceedings themselves
- F. Treat other committees/boards and committee/board members and the public with respect
- G. Be careful not to reach conclusions on issues until all sides have been heard
- H. Show respect for their appointed office and refrain from behaving in ways that reflect badly on the office, the committee, the City of Brevard, or the appointing body
- I. Recognize that they are part of a larger group and act appropriately
- J. Recognize that individual committee/board members are not generally allowed to act on behalf of the committee/board, but may do so only if the board specifically authorizes, and that the board must so authorize via official action as a full body
- K. Be faithful in the performance of the duties of their office
- L. Act as especially responsible residents who others can trust and respect
- M. Abide by the attendance standards established for the committee/board
- N. Be willing to bear the fair share of the board's workload
- O. Avoid the appearance of conflict of interest and never use their position for personal gain or profit

Standards of Conduct for City Council Appointees

Examples of unsatisfactory job performance include but are not limited to...

1. Violation of any provision of the Code of Ethics in the opinion of the appointing body, Brevard City Council
2. Failure to meet the attendance standard as established by the committee/board
3. Physical or mental incapacity to perform duties after reasonable accommodation
4. Conduct that discredits the appointee or the City, or willful conduct resulting in the misrepresentation of the City
5. Use of the platform for political or partisan purposes including but not limited to: endorsing candidates/parties, soliciting donations, interfering with elections, using City supplies or equipment for political/partisan purposes.
6. Consistent and willful obstruction of committee proceedings and staff work, or other acts intended to frustrate the work of the City and its agents

Examples of detrimental personal conduct include...

1. Fraud or theft
2. Conviction of a felony or the entry of a plea of nolo contendere thereto
3. Willful or wanton destruction to property
4. Willful or wanton acts that endanger the lives and property of others
5. Possession of unauthorized firearms or other lethal weapons on the job
6. Brutality of excessive force in the performance of duties
7. Reporting to work under the influence of alcohol or drugs or partaking of such while on duty. Prescribed medication may be taken within the limits set by a physician as long as medically necessary and does not impair job performance
8. Requesting or accepting a gift in exchange for favors or influence
9. Harassment of an employee and/or the public on the basis of sex or any other protected class
10. Harassment of an employee and/or the public with threatening and/or obscene gestures and/or language
11. Using threatening and/or obscene language/gestures during official proceedings
12. Unauthorized release of confidential information or official records

Brevard Disclosure Guidelines

Property Disclosure

The mayor and every member of the city council of the City of Brevard, Brevard Planning Board, and Brevard Board of Adjustment shall disclose any legal, equitable, beneficial or contractual interest he/she may have in any real property within the City of Brevard and the city's extraterritorial planning jurisdiction. The real property which must be disclosed includes all real property which any aforementioned individual or his/her spouse holds title to, individually or jointly, any real property held in trust as well as any pecuniary interest he/she may have in any business, firm or corporation of whatever nature, which holds title to or has any ownership interest in any real property within the City of Brevard, the city's extraterritorial planning jurisdiction. Such disclosure shall contain the address and PIN of the real property, but need not include its value.

Disclosure of business interest

The mayor and every member of the city council of the City of Brevard, Brevard Planning Board, and Brevard Board of Adjustment shall disclose any legal, equitable, beneficial or contractual interest he/she may have in or with any business, firm, or corporation, of whatever nature, which is doing business with the City of Brevard pursuant to contracts which have been awarded by the City of Brevard.

The mayor and every member of the city council of the City of Brevard, Brevard Planning Board, and Brevard Board of Adjustment shall disclose any legal, equitable, beneficial or contractual interest he/she may have in any business, firm, or corporation, of whatever nature, which is attempting to secure the award of a bid from the City of Brevard or the approval of any board or agency of the City of Brevard.

An interest of less than ten (10) percent of the stock of a corporation or less than ten (10) percent ownership in any other business entity shall not constitute an interest requiring disclosure.

Reporting required

The disclosures required by this article shall be in writing and filed with the Brevard City Clerk.

The written disclosures required by this article shall be made within the following time periods which are applicable:

- (1) The later of thirty (30) days after the effective date of this title or thirty (30) days the elected official has assumed office:
- (2) The earlier of thirty (30) days of the acquisition of any legal, equitable, beneficial or contractual interest in the property or business, firm, or corporation required to be disclosed in sections 2-49 and 2-50 hereinabove or prior to the award by the town of a contract with or a permit or other approval to a business, firm, or corporation required to be disclosed in section 2-50 hereinabove

RESOLUTION NO. 2025-XX

RESOLUTION ESTABLISHING CODE OF CONDUCT AND OVERSIGHT PROCEDURES FOR CITY COUNCIL APPOINTEES

WHEREAS, the Brevard City Council appoints members to four statutory committees, eight elective subcommittees, and a number of outside boards; and

WHEREAS, the Brevard City Council believes it is in the city’s interest to establish a Code of Conduct for its appointees; and

WHEREAS, a written Code of Conduct will help ensure that appointees represent the Council positively; and

WHEREAS, a presentation outlining the content of the Code of Conduct and a corresponding set of oversight procedures was delivered at the Council’s June 2, 2029 meeting; and

WHEREAS, the Council also agreed to establish property and business disclosure requirements for itself, the Brevard Planning Board, and the Brevard Board of Adjustment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BREVARD, NORTH CAROLINA THAT:

Section 1. The City Council hereby adopts the content of the attached documents entitled “Brevard City Council Appointee Oversight Guidelines”, “Expectations for Brevard City Council Appointees”, and “Standards of Conduct for City Council Appointees” which collectively create the Code of Conduct for City Council appointees.

Section 2. The City Council hereby adopts the attached “Brevard Disclosure Guidelines” and authorizes the City Clerk to begin collection

Adopted and approved this the 2nd day of June, 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC
City Clerk

STAFF REPORT

City Council, Monday, June 2, 2025

Title: Fire Engine Replacement and Funding Strategy

Speaker: Bradley Elmore, Interim Fire Chief
Dean Luebbe, Assistant City Manager/Finance Director

Prepared by: Wilson Hooper, City Manager

Approved by: Wilson Hooper, City Manager

Background

Brevard Fire Department's (BFD) 2004 American LaFrance Fire Engine is reaching its end of life. A replacement Engine will cost, at the high end, \$1,000,000 (approximately \$550,000 of which will be the city's responsibility) and require three to four years of lead time. To reserve the department's place in line and lock in the price, BFD is requesting that the City commit to purchasing the truck now. This evening, BFD staff will make a presentation on the need for the new truck, and Admin. staff will present a proposed funding strategy.

Discussion

Council are asked to refer to the attached document from BFD explaining the need for the new apparatus.

If Council agrees to move forward with the purchase, city staff will ensure that the engine is procured according to the provisions of the city's Purchasing Policy so as to ensure value to the city.

Fiscal Impact

In September 2021 the City entered into a direct placement installment contract of \$1,020,000 for the purchase of two sanitation trucks and one fire truck. The fire truck constituted approximately \$693,000 of the total. The City pays monthly principal and interest payments of \$13,039 (\$156,468 annually) on that debt, which is scheduled to be retired in July 2028. Funds for the monthly payments have been included in the FY25 and proposed FY26 budgets, and the funds include the County's 45% share of the debt. Staff proposes that the City continue budgeting those dollars through the expiration of the current loan (July FY28) and into the subsequent fiscal years (FY29-FY33). Rolling the debt service payments into FY29 and beyond will give Brevard the capacity to cover 2/3 of the cost of the truck. Transylvania County has tentatively agreed to this arrangement, pending full Commissioners' approval of their budget in late June.

The City plans on selling the old engine and estimates it will receive \$100,000 for it on the secondhand market.

The remaining \$157,000-\$257,000 cost of the truck will need to be budgeted starting in FY29, and will equate to approximately \$31k-\$50k in debt service each year.

Action

Council is asked to weigh the need vs the cost and, if ready, authorize staff to begin the procurement of the apparatus pending approval of commitment from Transylvania County for their share.

Attachments:

1. BFD Engine Replacement Explanation



Brevard Fire Department
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Engine Replacement

The engine needing to be replaced is a 2004 chassis and body built by American LaFrance that has a 2000 GPM pump, carries 1000 gallons of water and has approximately 40,000 miles on it. The engine is currently 21 years old but will be 25 years old when a new engine arrives. This engine has served its purpose with the fire department and is well passed time for replacement.

We recently updated our Apparatus Replacement Schedule, after we delayed the replacement of the Rescue Truck for six years, making our old Apparatus Replacement Schedule obsolete. The new Apparatus Replacement Schedule is based on a 15-year average/ideal life cycle for frontline apparatus, with the possibility of extending the life cycle another ten years in a reserved status, based on current conditions. Beyond 25 years, large apparatus are obsolete for a municipal department like Brevard, tend to have more frequent repair issues, and it becomes more difficult to find some manufacturer specific replacement parts. For example, American LaFrance has since gone out of business, and manufacturer replacement parts are extremely difficult to find.

The current Apparatus Replacement Schedule allows for a more normalized replacement timeline, helps maintain an up-to-date fleet, and helps to regulate our ongoing long-term debt schedule. It is also important to note that all our large apparatus are considered frontline with the exception of one engine that is designated as a Reserve.

When this Engine is replaced, it will be used more often than the other Engines in the fleet, as they are getting closer to replacement and have much higher mileage on them.

Issues

This American LaFrance engine is currently 21 years old and will be obsolete in terms of firefighter/public safety, functionality and performance standards when the replacement engine arrives. It has had multiple brake and electrical wiring issues.

Storage space is very limited on the engine. Our goal for many years now has been to standardize the design and layout of our Engines, so that we can carry the same compliment of equipment, and in roughly the same layout.

Replacement Apparatus

The fire department has spec'd a new apparatus that would meet all current and applicable NFPA 1901 standards. The new apparatus would have the capacity to hold all our needed equipment, now and into the future. It will be a Spartan custom chassis with all the current safety features, roll stability, ABS brakes, knee and head air bags, seat belt warning alarm, and LED display / safety lighting. The current cost of this truck is estimated at \$1,000,000. The

replacement of this truck is beneficial to the fire department because it will allow for safer response for fire department members. This truck is instrumental in the department maintaining the City district rating of Class 3, and the SV2 rating of Class 4.

It is important to note that most of the major fire truck manufacturers are estimating future price increases of 5-7%/year. The current estimated build time for fire apparatus is 48 months. If this Engine is approved for FY26, and ordered in July 2025, delivery would not likely be until sometime in the summer of 2029. It would be extremely difficult to delay the replacement of this apparatus any longer.

NFPA 1911/NCRRS

NFPA 1911 is standard on Fire Department Automotive Apparatus Inspection, Maintenance and Retirement. This standard outlines areas such as firefighter safety, maintenance, design, required equipment, and replacement schedules. NFPA states that the replacement schedule for fire department apparatus is 15 years for first-line apparatus. At 15 years, it can be moved to reserve status and replaced at 25 years. The 1901 standard requires ABS brakes, automatic transmission, secondary braking, shorter braking distances, a load management system, better firefighter seating/seat belts, air bags, a lower center of gravity, rear reflective striping, and it must be governed to a maximum speed of 60 MPH. Fire department apparatus is just like any other piece of equipment that is in the fire service in that it must be phased out when it has served its purpose.