



AGENDA
BREVARD CITY COUNCIL - REGULAR MEETING
Monday, September 15, 2025 - 5:30 PM
City Council Chambers

A. Welcome and Call to Order

B. Invocation

Dr. Andrew White, Pastor of Calvary Baptist Church

C. Pledge of Allegiance

D. Certification of Quorum

E. Approval of Agenda

F. Approval of Minutes

1. August 25, 2025 Special Meeting
2. September 2, 2025 Regular Meeting

G. Certificates / Awards / Recognition

1. Proclamation No. 2025-23 Constitution Week

H. Public Comments

I. Special Presentation(s)

1. Wastewater Treatment Plant Funding Strategy

J. Public Hearing(s)

1. Order - Proposed Closure of Unopened Right-of-Way off W. Jordan Street

K. Consent and Information

1. Tax Settlement Report - August, 2025
2. Resolution Fixing a Date of Public Hearing for Contiguous Annexation - City of Brevard, Cashiers Valley Road.
3. City Council Public Works & Utilities Committee Minutes - July 2, 2025
4. City Council Housing Committee Minutes - July 8, 2025
5. City Council Downtown Master Plan Committee Notes - July 9, 2025

6. City Council Parks, Trails, & Recreation Committee Minutes - July 16, 2025
7. City Council Finance, Human Resources, and Citizen Appointment Minutes - July 28, 2025
8. City Council Public Safety Committee Meeting Minutes - July 28, 2025
9. Correspondence *(No action. Offered as information only.)*
 - a. ABC Board Meeting Minutes - July 24, 2025

L. Unfinished Business

M. New Business

1. Approval of Stormwater Master Plan Proposal
2. Adopt-a-Storm Drain Program
3. Award Contract for Parking Study
4. DMPC Recommendation on Stamped Crosswalks and Times Arcade Alley Bumpout Reconfiguration

N. Remarks / Future Agenda Considerations

O. Closed Session(s)

1. Personnel and/or Employment: NCGS § 143-318.11. (a)(3)(5)(6)

P. Adjourn

Agenda Posted, Website, Sunshine List (September 11, 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
Special Meeting
August 25, 2025 – 5:30 PM

The Brevard City Council met for a specially called meeting on Monday, August 25, 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 Aaron Baker, Mac Morrow, and Lauren Wise.

Absent – Council Member Pamela Holder

Staff Present – City Attorney Mack McKeller, City Manager Wilson Hooper, City Clerk Denise Hodsdon, Assistant Manager/Finance Director Dean Luebbe, Assistant City Manager David Todd, Planning Director Paul Ray, and Communications Coordinator Becky McCann

Press – David Bradley, Transylvania Times

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

B. Certification of Quorum - City Clerk Denise Hodsdon certified a quorum present. Mr. Morrow moved, seconded by Mr. Baker to excuse Ms. Holder. The motion carried unanimously.

C. Approval of Agenda – Mr. Wise moved, seconded by Mr. Baker, to approve the agenda as presented. The motion carried unanimously.

D. Public Comment

Hannah Ball said we are Stephen and Hannah Ball, the owners of 72 Poplar St. We want to begin by saying that we really do value the bike path and the Estatoe Trail. It's a wonderful asset to the community and we fully support having it in our town. In fact, it is one of the reasons we chose to buy our property. Our concern tonight is not with the path itself, but with the temporary reroute behind the Poplar St. homes being made into a permanent solution. Since the reroute was placed behind our property it has disrupted our daily lives. What used to be our private backyard, our place of rest and family time, is now directly exposed to constant foot and bike traffic. Both the front and back of our home now face public use and because our entire back of our house is an all-glass sunroom, there is now a clear view straight into our home from the trail. This was one of the reasons we bought our house as well, a room we cherish for its privacy and solitude, and now that is being taken away. Unfortunately, it hasn't stopped there. Foot traffic has now grown to include trespassers cutting directly through our yard from the trail to Poplar St. We've had garbage left behind, people coming through all hours of the night, and just this past weekend there was a motorcycle that drove through at 10:31 p.m. It's not just inconvenient; this feels unsafe for us. When the trail ran along Poplar St. all of the homes faced it. The neighbors had easy access and it felt safe. Now, it cuts through the woods behind our homes, hidden, unsupervised, and right against our backyards, which makes us feel exposed and uneasy. And, we are not the only ones—our neighbors who could not attend tonight, asked us to share their experience. They purchased their home eight years ago specifically for the privacy offered, as well as that location on the trail but having their own private area. Now with the trail running just feet from their house and their three young children, they feel so unsafe and intruded upon that they have made the decision to move after eight years in this home. This is how profoundly this change has affected them. This situation could have been avoided had the city properly maintained that original trail, and I can't help

but wonder if the boardwalk has been allowed to fall into disrepair, how can residents feel confident that the rest of the trail will not, including this reroute. A temporary fix is now at risk of becoming permanent, but at the expense of the families who have lived alongside and cared for this land for decades. So, tonight I respectfully implore the Council, please find another solution. We are not opposed to the trail, or even this reroute as a temporary fix. We understand the need for this. But, we are opposed to a temporary solution turning permanent that will sacrifice our peace, privacy, and safety in order to solve what should be a temporary problem. We are hopeful that you can support the trail while also protecting the citizens and families who live alongside of it. Please choose a route that works long-term for both the community and for the people who call it home.

E. New Business

E-1. Estatoe Trail Realignment Recommendation and Federal Lands Access Program (FLAP) Grant Application

Mr. Hooper explained that city staff and Council have been discussing the need to replace the two above-grade boardwalks between Jackson Ct. and Fisher Rd. for about a year now, but it took on an additional sense of urgency earlier this summer when the woodlands section of the boardwalk failed. At its meeting on August 20, 2025 the Parks, Trails & Recreation Committee recommended that we study and include in our grant application removing the first section of boardwalk (between the Credit Union and Autozone) and replacing it with an at-grade asphalt solution. This will be easier to maintain in the long-term and it can be built to accommodate whatever alignment we eventually choose for the section further north. But, the bigger question for Council to consider tonight is what should be done about the section section of boardwalk through the woods that has failed.



Mr. Hooper said we have estimates for three different “replacement” options for the boardwalk, each with a distinct set of tradeoffs. None of those three options is perfect, and so at the encouraging of the Parks, Trails & Recreation Committee, we started looking at what it would take to lose the boardwalk and realign the trail onto the extant railbed nearby. He and David Todd reviewed the estimated costs, as well as the pros and cons of each option. Mr. Hooper reported that at their last meeting the Parks, Trails & Recreation Committee reviewed the options and recommended that we pursue the new alignment along the old railbed and submit a grant application for that project. Paul Ray added that there is a funding opportunity that would help us repair the broken boardwalk section of the trail behind McDonald’s and the Credit Union, no matter what alignment Council chooses. The Federal Land Access Program (FLAP) is a federal program that funds projects improving access to places like Pisgah National Forest. The City was awarded \$1M in FLAP funding in 2022 for the engineering of the

Ecusta Trail. The Ecusta Trail is a perfect fit because it connects Downtown Brevard to Pisgah National Forest, and right now that connection is broken. FLAP funds can cover rehabilitation of multi-use trails and bridges, and in our region the program will pay 100% of the project cost with no local match. If awarded, this would allow us to improve safety and reestablish the connection from downtown to Pisgah National Forest. Staff believes we have a competitive grant application and is requesting Council approve a resolution identifying which alignment/repair option they wish to pursue, and authorizing staff to submit the FLAP grant application.

Staff presented two resolutions with different alignment options for Council's consideration:

Option A: Repair the Lambo Creek boardwalk and convert the second section of boardwalk along Jackson Court to an on-grade paved trail

Option B: Remove the Lambo Creek boardwalk, as well as the second section of boardwalk along Jackson Court, and convert the entirety of these sections to an on-grade paved trail, roughly in alignment with the old rail bed

Mr. Baker moved, seconded by Mr. Wise to adopt the resolution with Option B.

During discussion Mr. Baker asked what the temporary trail will consist of. Mr. Hooper explained that it will consist of laying down a gravel path along the old railbed that will vary in width but will be wide enough in all places for two folks to pass safely. On the north side from approximately where you emerge from the tree line behind Aldi to the corner of the Ball's property, the length of approximately 300 feet there will be an 8-foot privacy fence to provide privacy to the Ball family and their neighbors in the house close to the trail right-of-way. The remaining section going southward will have a split-rail fence.

Mr. Daniel said he would like to see us continue to pursue the necessary rights-of-way to reroute the trail (Section 1) behind CVS and Arby's.

Following discussion, vote on the motion to approve the resolution with Option B was unanimously in favor. The motion carried.

RESOLUTION NO. 2025-51
A RESOLUTION AUTHORIZING STAFF TO APPLY FOR A FEDERAL
LANDS ACCESS PROGRAM GRANT FROM THE EASTERN LANDS
HIGHWAY DIVISION OF THE FEDERAL HIGHWAY ADMINISTRATION

WHEREAS, The City of Brevard has long valued quality multi-modal transportation infrastructure to meet the needs of our citizens, a value expressed through numerous public input efforts and planning processes over many years of various studies; and

WHEREAS, Brevard understands that a safe, reliable, affordable, and accessible transportation system for all users is essential to the quality of life of our residents and for the health of our economy; and

WHEREAS, the City of Brevard's Estatoe Trail greenway provides a vital connection between downtown Brevard and Pisgah National Forest and many destinations in between; and

WHEREAS, the future Ecusta Trail will connect with the Estatoe Trail, creating a regional trail connection into Brevard and Pisgah National Forest; and

WHEREAS, a vital connection of this greenway system, the boardwalk over Lambo Creek, has fallen into disrepair and was necessarily closed; and

WHEREAS, the City of Brevard, in working to restore and reopen this vital connection, intends to enhance the trail further by removing the Lambo Creek boardwalk, as well as the second section of boardwalk along Jackson Court, and convert the entirety of these sections to an on-grade paved trail, roughly in alignment with the old rail bed; and

WHEREAS, the Eastern Federal Lands Access Program has issued a call for projects and will be accepting Federal Lands Access Program applications in order to develop a multi-year program of projects for Federal Fiscal Years 2027 through 2029; and

WHEREAS, the Estatoe Trail is eligible for this funding by virtue of providing access to the federal lands of Pisgah National Forest.

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 submit a grant application for the Federal Lands Access Program (FLAP) for the funding of the work needed to reopen the City's greenway, as described above.

SECTION 2. The City Manager is hereby authorized to accept funding should the City's application be awarded, for the purposes described in the application.

SECTION 3. This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 25th day of August 2025.

Attest: s/ Denise Hodsdon, CMC, NCCMC, City Clerk

s/ Maureen Copelof, Mayor

F. Adjourn – There being no further business, Mr. Morrow moved, seconded by Mr. Daniel, to adjourn the meeting at 6:18 p.m. The motion carried unanimously.

Maureen Copelof
Mayor

Denise Hodsdon, CMC
City Clerk

Minutes Approved: September 15, 2025

MINUTES
BREVARD CITY COUNCIL
Regular Meeting
September 2, 2025 – 5:30 PM

The Brevard City Council met in regular session on Tuesday, September 2, 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 (left at 6:45 pm)

Staff Present – City Attorney Mack McKeller, City Manager Wilson Hooper, City Clerk Denise Hodsdon, Assistant to the City Manager Selena Coffey, Communications Coordinator Becky McCann, Human Resources Director Kelley Craig, Planning Director Paul Ray, Senior Planner Emily Brewer, Police Chief Tom Jordan, Public Works Director Wesley Shook, Wastewater Treatment Plant ORC Aaron Winans, Water Treatment Plant ORC Dennis Richardson, and Community Center Director Tyree Griffin

Press – Dave Bradley, Transylvania Times

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

B. Invocation – Pastor Ed Snipes of the Cove Church 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. Morrow moved, seconded by Mr. Wise to approve the agenda as presented. The motion carried unanimously.

F. Approval of Minutes

F-1. August 18, 2025 Regular Meeting – Mr. Daniel moved, seconded by Ms. Holder to approve the minutes of the August 18, 2025 Regular Meeting as presented. The motion carried unanimously.

G. Certificates / Awards / Recognition

G-1. Proclamation No. 2025-22 Childhood Cancer Awareness Month – Mayor Copelof read the proclamation aloud.

PROCLAMATION NO. 2025-22
CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, the month of September is designated as National Childhood Cancer Awareness Month and serves as an outlet to honor the young lives taken too soon, and as a means to increase public awareness of this disease affecting children across the United States; and

WHEREAS, childhood cancer is the leading cause of death by disease in children with 1 in 285 children in the United States being diagnosed by their 20th birthday; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer, and 80% of childhood cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, 46 children per day or 16,790 children (age 0- 19) per year are diagnosed with cancer in the U.S. More than two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

WHEREAS, in the last 30 years only seven (7) new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, recognizing the unique research needs of childhood cancer and the associated need for increased funding is critical to allow healthcare professionals to work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, many parents and family members feel terrified and are overwhelmed following a child's cancer diagnosis, therefore it is important to encourage additional non-profit organizations at the local and national level to assist children with cancer and their families in coping through educational, emotional and financial support.

NOW, THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard hereby proclaim the month of September 2025 as "**Childhood Cancer Awareness Month**" in the City of Brevard and I encourage citizens, government agencies, private businesses, nonprofit organizations, the media, and other interested groups to increase awareness of what citizens can do to support the fight against childhood cancer.

Proclaimed this the 2nd day of September, 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

H. Public Comments

Doug Powell of 170 Oakdale Rd. said we are only 15 days away from Constitution Day and the kickoff of Constitution Week in North Carolina. I would like to be the first person to wish you and everyone in this room a very Happy Constitution Day. Unfortunately, the latest statistics regarding constitutional and civic knowledge are quite startling. Currently only 30% of American adults and 3% of American high school students could pass a US citizenship test. So, why does this national statistic have any importance or relevance to Brevard and Transylvania County? Because Article VI states that the United States Constitution is the supreme law of the land. How can we expect our citizens to follow the laws and know what rights they contain if they aren't aware of what the document actually says? John Jay, our first Supreme Court Chief Justice puts it this way: "Every member of the State ought diligently to read and to study the Constitution of his country, and teach the rising generation to be free. By knowing their rights, they will sooner perceive when they are violated, and be the better prepared to defend and assert them." This is also why the framers of the Constitution considered it so important to acknowledge God in governing this country, and that is why our national motto is "In God We Trust". Was the founders' goal to establish a theocracy? No, and it shouldn't be ours either. But our civil rights must come from somewhere, and if our rights are God-given, then they are eternal and unimpeachable. That is why we often hear them referred to as natural rights. However, if American citizens falsely believe that their rights are given to them by government, then they can be taken away arbitrarily just as easily. This is why every authoritarian's first order of business is to do away with God, the churches, religious leaders, and our religious liberties as well. Then there is nothing left to stand in the way of taking our civil liberties too. This is one reason why George Washington, in his famous farewell address after serving 8 years as President of the United States, said the following: "Of all the dispositions and habits that lead to political prosperity, religion and morality are indispensable supports. In vain would that man claim the tribute of patriotism, who should labor to subvert these great pillars of human happiness". Lastly, we should celebrate on September 17th because this will be our 238th year under this Constitution, when the average longevity of all other constitutions is only 17 years. This stability provides every American citizen, whether they know it or not, a hope and foundation for security, prosperity, and most importantly God-given liberty.

I. Special Presentations – None.

J. Public Hearing(s) – None.

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

K-1. Property Tax Releases – August 2025

**RESOLUTION 2025-52
A RESOLUTION APPROVING PROPERTY TAX RELEASES**

WHEREAS, The City of Brevard has previously determined to collect property taxes for the City of Brevard and the Heart of Brevard, and it is necessary to release the below shown amount from the city tax records.

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

The Tax Collector is hereby authorized to remove August 2025 property values from the tax scroll in the amount of:

2025: \$ 3,962.79

Adopted and approved this the 2nd day of September 2025.

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

K-2. Award of Vacuum Truck Bid

**RESOLUTION NO. 2025-53
RESOLUTION APPROVING THE PURCHASE OF A VACUUM TRUCK/SEWER CLEANER**

WHEREAS, the City's current vacuum truck/sewer cleaner is approximately 20 years old and has reached the end of useful and reliable life; and

WHEREAS, a vacuum truck is essential for the operation and maintenance of sewer, domestic water, and stormwater systems; and

WHEREAS, the City solicited bids for the purchase of a 10 yard vacuum truck, received 5 bids, and selected the low bid to negotiate options to enhance the truck; and

WHEREAS, Joe Johnson Equipment was the low bidder.

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

The City Manager or his designee are authorized to proceed with the purchase of the vacuum truck as bid, with negotiated options from the low bidder Joe Johnson Equipment in the amount of \$561,180.85 not including tax and title fees.

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

Attest: s/ Denise Hodsdon, CMC, City Clerk

s/ Maureen Copelof, Mayor

K-3. Council Downtown Master Plan Committee Minutes – May 14, 2025

K-4. Council Rosenwald Community Advisory Board Minutes – May 15, 2025

K-5. Council Public Works & Utilities Committee Minutes – June 4, 2025

K-6. Council Housing Committee Minutes – June 10, 2025

K-7. Council Downtown Master Plan Committee Minutes – June 11, 2025

K-8. Council Parks, Trails & Recreation Committee Minutes – June 18, 2025

K-9. Council Public Safety Committee Minutes – June 23, 2025

K-10. Council Public Works & Utilities Committee Minutes – June 24, 2025

L. Unfinished Business

L-1. Proposed Amendments to the City of Brevard Fee Schedule – Planning and Zoning Fees – Emily Brewer recalled that the Planning Department has transitioned to a new planning permitting and code enforcement software as of August 25th. With the new software comes a request from staff to review and update the City's fee schedule. Most of the proposed updates were clarifying in nature, but nine of the changes were either new or increased fees. Council approved the administrative updates at its August 18th meeting, and deferred consideration of these nine new/increased fees to this evening's meeting. In the interim, the Finance, Human Resources and Citizen Appointment Committee met and recommended the changes as proposed by staff to full Council, with the exception of the Public Art Permit fee, which they recommended be set at \$50.

Mr. Baker moved, seconded by Mr. Daniel to adopt the new fees as presented. Vote on the motion was 4 in favor; 1 opposed (Holder). The motion carried.

**ORDINANCE NO. 2025-47
AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE
FY 2025-2026 CITY OF BREVARD BUDGET**

WHEREAS, the City of Brevard adopted the FY 2025 budget on June 2, 2025, including a schedule of fees; and,

WHEREAS, the City of Brevard Planning Department has reviewed and refined its permitting requirements and procedures; and,

WHEREAS, it is the desire of the City Council of the City of Brevard that the FY 2025-2026 budget fee schedule be amended as outlined below.

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

SECTION 01. The City of Brevard FY 2025-2026 fee schedule is hereby amended as described in Exhibit A.

SECTION 02. The City Manager of the City of Brevard is hereby authorized to amend the official FY 2025-2026 budget to reflect the change as set forth herein.

SECTION 03. This Ordinance shall become effective upon its adoption and approval.

Adopted and approved upon first reading this the 2nd day of September 2025.

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

s/ Maureen Copelof, Mayor

M. New Business – None.**N. Remarks/Future Agenda Considerations.**

Ms. Holder thanked everyone for coming.

Mr. Wise mentioned that there were number of committee meeting minutes included in tonight's agenda and noted that a lot is happening in the City. He encouraged members of the public to be more interactive and reach out and ask questions about what is going on. He said I have seen a lot of chatter on social media recently that contains a lot of inaccurate information that could be easily resolved if folks reached out to someone at the city and asked what was happening. Local governance is kind of holding the country together, in my opinion. We are kind of the line of this local community, and we need input from everyone to know what is important to you. He mentioned the upcoming Candidates' Forum on September 3rd and encouraged folks to attend.

Mr. Daniel thanked Mr. Wise for his comments and said I echo those comments.

Mr. Baker noted that the Candidates' Forum will be livestreamed on the

Chamber of Commerce Facebook page and broadcast on WSQL Radio. He said in my opinion it is the best way to learn about the candidates. He also noted Council's continued focus on the impact of the tax revaluation on the city's finances. He thanked the Manager for his transparency in the budget process and looking at the impact on residential and commercial properties, which first raised a red flag that a lot of the commercial properties would actually be paying less in taxes, while residential properties would be paying more. He said because most of these commercial properties are centered in the city, that makes the impact on the City's finances even greater. We can only control the tax; we don't have control over property revaluations, but I think because it impacts our finances so much, we have to explore this further. This goes right to the heart of affordability in our town, and it is somewhat hidden from view.

Mr. Hooper informed Council that we were notified today that the portion of the Estatoe Trail across from Lowe's near SECU will close tomorrow due to work related to R-5799. Unfortunately, there is no great detour route available, and the reopen date is unknown. Staff will work with the Forest Service and NCDOT and find out if there are places to erect signs directing people to other places to begin their ride and try to make the closure as user friendly as possible. Mr. Hooper also reported that thanks to an act of good citizenship by Rev. Dr. Rob Field, who noticed and reported a significant water leak off Deerwood Lane, the City will save approximately \$700 per day in wasted water. The leak has been repaired, but despite this discovery our distribution system is still in need of attention as our ratio of the water we produce to the water we sell is below industry standards. We have been making small gains, but still have some work to do. In the weeks to come crews from the NC Rural Water Assoc. will be in town doing field work to see if they can discover other leaks.

Mayor Copelof reemphasized the number of committee reports on the Consent Agenda and encouraged people to come to committee meetings, where a lot of work is done before it comes to City Council. She said she looked forward to seeing everybody at the Candidates' Forum and expressed appreciation to the Chamber of Commerce for organizing the forum. She agreed with comments made by Mr. Powell about the Constitution and the importance of understanding the structure of our government. She noted that there will be a number of events going on during Constitution Week beginning September 17th, spearheaded by our America 250th Committee. She also mentioned several upcoming events.

O. Closed Sessions

O-1. Property Acquisition: GS §143 318.11.(a)(3)(5) – At 6:16 p.m.

Mr. Morrow moved, seconded by Mr. Wise to go into closed session to discuss a property acquisition matter and to clear Council Chambers. The motion carried unanimously. Authorized to remain for the closed session with Council and Attorney McKeller were City Manager Wilson Hooper, City Clerk Denise Hodsdon, Planning Director Paul Ray, Senior Planner Emily Brewer and Transylvania Economic Alliance Executive Director Burton Hodges.

Council Returned to Regular Session – at 7:21 p.m. Council resumed the meeting in regular session. No official action was taken in closed session, and the minutes of the closed session are authorized to be sealed.

P. Adjourn – There being no further business, at 7:22 p.m. Mr. Daniel moved, seconded by Mr. Baker, to adjourn the meeting. The motion carried unanimously.

Maureen Copelof
Mayor

Denise Hodsdon, CMC
City Clerk

Minutes Approved: September 15, 2025



PROCLAMATION NO. 2025-23

CONSTITUTION WEEK

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two 238th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

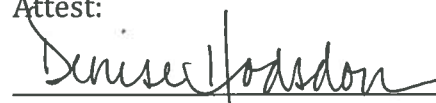
WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE I, Maureen Copelof by virtue of the authority vested in me as Mayor of the City of Brevard, North Carolina, do hereby proclaim the week of September 17 through 23 as "**CONSTITUTION WEEK**" in the City of Brevard, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Brevard to be affixed this 15th day of September, 2025.


Maureen Copelof
Mayor

Attest:


Denise Hodsdon, CMC
City Clerk



STAFF REPORT

City Council, Monday, September 15, 2025

Title: Wastewater Treatment Plant Funding Strategy

Speaker: David Todd, Assistant City Manager
Kyle Seaman, KCI

Prepared by: David Todd, Assistant City Manager

Approved by: Wilson Hooper, City Manager

Background

Brevard's Wastewater Treatment Plant is currently made up of dated and aging technology and due to recent growth, including particular high strength dischargers like breweries, it is operating at capacity and struggles daily to meet the State approved permit.

In July of 2024 the City of Brevard contracted with engineering firm KCI to, in short, 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 quickly 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. This shorter analysis resulted in KCI expending less funds than expected as there was not a need to review other sites and start from scratch with plant design including rework of the associated collection system.

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. Meaning if the plant could operate at a true 2.5 MGD capacity, that could easily buy 5-10 years. Following this period, 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. KCI's predictive flow analysis considered the maximum development in all of the City owned land that is developable with some contingency for the addition of a minor amount of manufacturing and other customers in the County but outside of the City.

KCI has recommended, and Council has approved, a 3 phased approach to the 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. 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 exceed available funding

Phase 2 Upgrades

- The 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

- The 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

Discussion

As design work has progressed, better cost estimates for the construction of Phase 1 have been developed. Phase 1 design through construction is now estimated to cost approximately \$13M assuming the Primary Filtration unit is included. The Primary Filtration unit will still likely be bid as an Add Alternate to ensure adequate budget is on hand and the project can be awarded. The Primary Filtration unit would be included in Phase 2 if bidding reveals an inadequate budget.

There is currently \$8.575M remaining of the State Appropriation the City, and the City has approval to use these remaining funds for the WWTP. Based on KCI's more refined estimates they are projecting a current additional need of \$4.425M to complete design and construction of Phase 1, for a total project cost of \$13M.

KCI has researched funding opportunities and has developed a potential plan to fund all of Phases 1, 2 and 3. KCI is recommending the City seek a \$7.5M loan from the NC NEQ State Revolving Fund (SRF) using \$4.425M for the completion of design and construction of Phase 1, and the remaining \$3.075M to start design on Phase 2. The terms of the loan are such that applicants with < 20,000 residential connections and 2 or more LGU indicators are eligible for the first \$5M at 100% Principal Forgiveness (PF), and 75 % PF with a 25% Loan at 0% interest for amounts above the \$5M, and a loan fee of 2%.

Included with this report is a copy of the presentation KCI will make to City Council of their proposed funding opportunities for Phases 1, 2 and 3. It is highly likely that the funding needed for Phases 2 and 3 will require a multiplicity of sources. Phase 2 is estimated to cost \$75M - \$90M, Phase 3 is estimated to cost \$25M - 30M, for a total project cost for all three phases of \$113M - 143M.

Fiscal Impact

Assuming the City is granted the SRF loan for \$7.5M, it would be subject to a 2% loan fee of \$150k. \$5M of loan should be subject to principal forgiveness, and the remaining \$2.5M should be 75% PF with a 25% loan for a 20-year term or \$1.875M PF and \$625K loan with an estimated \$31,250 annual loan payment.

Summary of total fiscal impact:

\$150K, loan fee

\$625K, 20-year loan, 0% interest, \$31,250 annual loan payment

\$6.875M, 20-year loan with principal forgiveness

Action

The Public Works and Utilities Committee recommends Council approve the attached resolution authorizing city staff in conjunction with KCI to pursue an NCDEQ State Revolving Fund (SRF) loan for \$7.5M.

Attachments:

1. WWTP Funding Discussion
2. Resolution Authorizing Loan/Grant Assistance for WWTP Upgrades Phase 1

Current Funding and Budgetary Shortfall

➤ Current Available Funding

State Appropriation Summary	
Appropriated Funds	\$12,805,000
WWTP KCI Engineering PER	-\$352,000
WWTP KCI Engineering Phase I Design-Construction	-\$878,000
Sewer Pump Station Rehabilitation Project Funding	-\$3,000,000
Remaining Unallocated	\$8,575,000

➤ Budget Shortfall

	Phase 1 Design through Const	Phase 1 Const. + Phase II Design
Remaining Unallocated	\$8,575,000	\$8,575,000
Phase I Construction Budget Estimate	-\$13,000,000	-\$13,000,000
Phase II Est. Design Budget up to Bidding	\$ -	-\$2,500,000
Budget Shortfall	\$(4,425,000)	\$(6,925,000)

Recommended Phase 1 Additional Funding for Construction

Phase 1 Construction Funding:

- NC DEQ State Revolving Fund (SRF) Helene (SA-HMW) Loans ([I Need Funding | NC DEQ](#))
 - Timing – Applications are accepted on a rolling basis
November 3, 2025 for December 10, 2025 awards
January 9, 2026 for February 18, 2026 awards
March 2, 2026 for April 15-16, 2026 awards
 - CWSRF SA-HMW funding available = \$253.7 million (minus 6% for administration)
30% reserved for systems with 10,000 or less people
 - No interest loans, with possible principal forgiveness
 - 20-year loan terms (can potentially be extended to 30 year)
 - 0% interest rate
 - Applicants with <20,000 residential connections and 2 or more LGU indicators first \$5M 100% PF, then remainder at 75% PF and 25% loan.
 - Loan fee of 2%
 - Current Cap of \$5 million for wastewater projects
 - Capped awards may receive an increase after April 2026 based upon availability

Recommended Phase 2 Design Funding

Phase 2 Design Funding:

- FEMA HMGP Advance Assistance funding could be used for expanding usable land at the existing WWTP site by armoring (flood wall) existing property within the 100-year and 500-year flood plain, improvements to the chlorine contact chamber to allow for continuous discharge during flood events and possibly the replacement of the RBCs. ([Disaster Hazard Mitigation Grants | NC DPS](#))
 - Timing – the state is accepting Advance Assistance applications now
 - Advance Assistance funding can only be used for **design** activities
 - NC has \$2.5 Billion in HMGP construction funding. Window is closed for applications currently but could reopen in 2026.
 - Funds have to be spent within 36 months of award, but can be extended up to 24 additional months

- The second avenue KCI will explore for funding the design of Phase 2 will be the NCDEQ SRF Helene funding in January 2026. Since this program limits the funding to \$5 million per applicant, this will only be pursued if the Phase 1 application is unsuccessful.

BREVARD WWTP - ESTIMATED FUNDING SCHEDULE

ITEM #	DESCRIPTION	Funding Review / Award Duration	Maximum Budget	2025					2026											
				Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Proposed Schedule																			
1	NC State Direct Appropriation	State Budget Cycle	No Cap	★							★					★				
2	NC DEQ State Revolving Fund (SRF) Helene (SA-HMW) Loans	2 Mon (3 App Periods)	\$ 5,000,000				★	★	★	★	★	★								
3	NC DEQ State Revolving Fund/State Reserve Program (SRF/SRP)	2 Mon (2 App Periods)	\$ 35,000,000		★					★			★		★					
4	FEMA HMGP Advanced Assistance	2 Mon	No Cap		★	★		★												
5	WIFIA	Rolling submittal, 4 Mon	\$ 39,000,000																	



Application



Award

FUNDING SCHEDULE

Closing

Next Steps

- **Funding Resolution Approval from City Council**
- Funding Documentation RFI
- Funding Documents for Signature

RESOLUTION NO. 2025-XX

**RESOLUTION AUTHORIZING APPLICATION FOR LOAN AND/OR GRANT ASSISTANCE
FOR WASTEWATER TREATMENT PLANT UPGRADES – PHASE 1**

WHEREAS, The City of Brevard has need for and intends to construct a project described as the Wastewater Treatment Plant Upgrades - Phase 1; and

WHEREAS, The City of Brevard intends to request State loan and/or grant assistance for the project.

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

Section 1. That the City of Brevard, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

Section 2. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

Section 3. That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

Section 4. That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Brevard to make a scheduled repayment of the loan, to withhold from the City of Brevard any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

Section 5. That Wilson Hooper, City Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

Section 6. That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

Section 7. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 15th day of September, 2025 in Brevard, North Carolina.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

CERTIFICATION BY THE RECORDING OFFICER

The undersigned Denise Hodsdon, duly qualified and acting City Clerk of the City of Brevard does hereby certify: That the above/attached Resolution No. 2025-XX is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City Council duly held on the 15th day of September, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of September, 2025.

Denise Hodsdon, CMC, NCCMC
City Clerk

STAFF REPORT

City Council, Monday, September 15, 2025

Title: Order - Proposed Closure of Unopened Right-of-Way off W. Jordan Street

Speaker: Paul Ray

Prepared by: Paul Ray, Planning Director

Approved by: Wilson Hooper, City Manager

Background

On August 18, 2025, City Council adopted a Resolution of Intent to close an unopened right-of-way located between parcels owned by Hendersonville Pediatrics at 90 South Caldwell Street. The Resolution directed the City Clerk to advertise the required Public Hearing in accordance with N.C.G.S. 160A-299. Notice has been duly published, mailed, and posted.

Discussion

Hendersonville Pediatrics is in the process of remodeling the former PNC Bank building for their new operations. Their property includes three parcels (PINs 8586-40-4943, 8586-40-3870, and 8586-40-5719) that are separated by an unopened right-of-way retained by the City of Brevard.

City staff and Hendersonville Pediatrics are negotiating the terms and conditions of the proposed closure in exchange for a similar sized portion of their parking area. The parties are working toward an agreement that would allow closure of the unopened right-of-way, while the City retains a permanent maintenance easement for existing sewer and stormwater utilities. This exchange of land would allow the City to expand its existing public parking lot on Jordan Street adjacent to Hendersonville Pediatrics. Staff anticipates bringing the final agreement to City Council for consideration at its October 6, 2025, meeting prior to voting on the closure.

Policy Analysis

N.C.G.S. 160A-299 establishes the procedure for closing public rights-of-way. The required Public Hearing is being conducted this evening; however, no final action is recommended at this time. Deferring the decision to October 6 will allow completion of negotiations and preparation of final documents for Council's review.

Action

City Council is asked to conduct the advertised Public Hearing and take no action this evening. Staff will present the final terms, conditions, and closure plat for Council's consideration, in addition to at least one easement agreement at a later date.

Attachments:

1. Res 2025-49 Declaring the Intent of Brevard City Council to Consider Closure of an Unimproved Right of Way
2. Draft Order Abandoning Right-of-Way
3. Preliminary Recombination Plat

RESOLUTION NO. 2025-49

**A RESOLUTION DECLARING THE INTENT OF THE BREVARD CITY COUNCIL TO
CONSIDER THE CLOSING OF AN UNIMPROVED RIGHT-OF-WAY**

WHEREAS, North Carolina General Statutes 160A-299 authorizes the City Council to permanently close public streets and alleys; and

WHEREAS, the City intends to permanently close a portion approximately 0.075 acres in size of a public "street" which in actuality is an unimproved right-of-way in the vicinity of West Jordan Street near South Caldwell Street; and

WHEREAS, the City Council shall conduct a Public Hearing for the purpose of giving consideration to permanently closing a portion of the aforementioned street.

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

SECTION 1. That a Public Hearing will be held at 5:30 PM, or as soon thereafter as possible, on Monday, September 15, 2025, in Council Chambers located at 95 West Main Street, Brevard, North Carolina, to consider an Order to permanently close said public street.

SECTION 2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Transylvania Times prior to the Public Hearing.

SECTION 3. The City Clerk is further directed to transmit by Certified Mail, Return Receipt Requested, to each owner of property abutting on said street a copy of this Resolution of Intent, and shall cause a notice of the Public Hearing to be prominently posted in at least two places along the street.

SECTION 4. This Resolution of Intent shall become effective upon its adoption and approval.

Adopted and approved upon first reading this the 18th day of August 2025.




Maureen Copelof
Mayor

ATTEST:


Denise Hodsdon, CMC
City Clerk

ORDER NO. 2025-XX

**AN ORDER ABANDONING A PORTION OF AN UNOPENED PUBLIC RIGHT-OF-WAY
ADJACENT TO 90 SOUTH CALDWELL STREET**

WHEREAS, pursuant to N.C.G.S. § 160A-299, on August 18, 2025 the City Council of the City of Brevard duly adopted a Resolution of Intent to close an unopened 25-foot alley situated between parcels owned by Hendersonville Pediatrics; and

WHEREAS, said right-of-way is represented and depicted upon the following plat:

RECOMBINATION PLAT FOR CITY OF BREVARD, prepared by Mattern & Craig, P.A., dated September 9, 2025; and showing the recombination of PIN 8586-40-3957, 8586-40-4943, and 25' alley creating New Lot 1A and New Lot 1B, recorded in the Transylvania County Registry on ____/____/_____, in Plat File _____, Slide _____; and

WHEREAS, the City Clerk has given notice of the public hearing in the manner required by law by publication of the Resolution of Intent in the Transylvania Times newspaper once a week for four successive weeks, mailing a copy of the Resolution of Intent to each abutting property owner by certified mail, and posting notice of the proposed closing in at least two conspicuous places along the alley; and

WHEREAS, a public hearing was held in the Brevard City Council Chambers on September 15, 2025, at which all persons desiring to be heard were given the opportunity to speak; and

WHEREAS, the City Council finds and determines that the closing of said unopened right-of-way is not contrary to the public interest and that no individual owning property in the vicinity of the right-of-way would be deprived of reasonable means of ingress and egress to his or her property.

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

1. The unopened 25-foot alley shown on the plat prepared by Mattern & Craig, P.A., dated September 9, 2025, and entitled "Recombination Plat for City of Brevard Showing the Recombination of PIN #8586-40-3957, PIN #8586-40-4943, and 25' Alley creating New Lot 1A and New Lot 1B", is hereby closed in accordance with N.C.G.S. § 160A-299.
2. The City of Brevard hereby reserves a perpetual easement within the closed right-of-way for the location, operation, maintenance, repair, and replacement of sewer and stormwater utilities, as depicted on the referenced plat.
3. The City Clerk is hereby authorized and directed to file a certified copy of this Order, together with the referenced plat, in the office of the Register of Deeds of Transylvania County, to be indexed in the grantor index in the name of the City of Brevard and in the grantee index in the name of the adjoining property owners, as required by law.
4. This Order shall become effective upon its adoption and approval.

Adopted this ____day of _____, 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Mack McKeller, Attorney at Law
City Attorney

NOTES:

1. THIS PLAT IS BASED ON A CURRENT BOUNDARY SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND MAY NOT INCLUDE ALL ENCUMBRANCES ON THE PROPERTY.
3. PROPERTY SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS THAT ARE RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN.
4. ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE TRANSYLVANIA COUNTY GIS WEBSITE.
5. ALL BEARINGS ARE BASED UPON NAD83(2011)
6. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
7. ALL AREAS CALCULATED BY COORDINATE COMPUTATION METHOD.
8. ALL COORDINATES ARE NAD83(2011) GRID.
9. THE 25-FOOT ALLEY SHOWN HEREON IS HEREBY VACATED AND CLOSED PURSUANT TO N.C.G.S. § 160A-299 BY ORDER OF THE CITY COUNCIL OF THE CITY OF BREVARD, ADOPTED ON _____, AND RECORDED IN BOOK _____, PAGE _____, TRANSYLVANIA COUNTY REGISTER OF DEEDS. THE CITY OF BREVARD EXPRESSLY RESERVES A PERPETUAL EASEMENT WITHIN THE CLOSED ALLEY FOR THE LOCATION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF EXISTING SEWER AND STORMWATER UTILITIES

CERTIFICATE OF OWNERSHIP FOR EXEMPT DIVISION OF LANDS

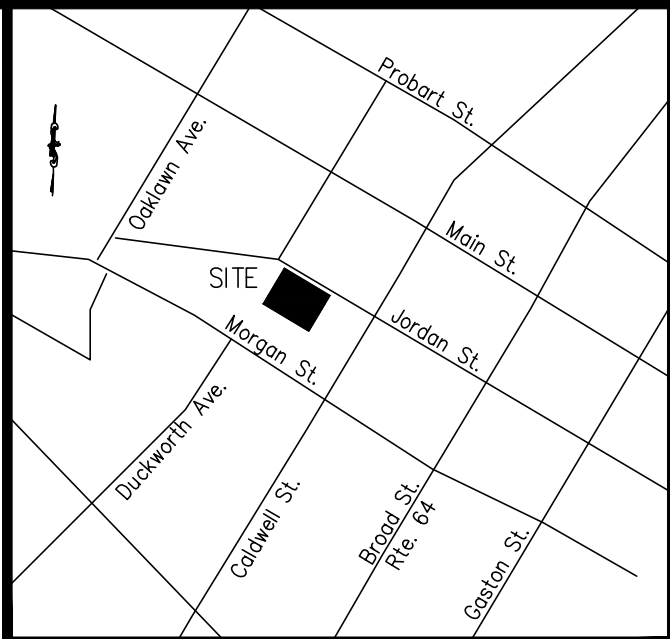
I (WE) CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF TRANSYLVANIA COUNTY.

OWNER _____ DATE _____
OWNER _____ DATE _____

CERTIFICATE OF APPROVALS

I, _____, DIRECTOR OF THE CITY OF BREVARD PLANNING DEPARTMENT, CERTIFY THAT THIS FINAL PLAT COMPLIES WITH THE SUBDIVISION CONTROL ORDINANCE OF CITY OF BREVARD.

DATE _____



VICINITY MAP
(NOT TO SCALE)

GLOBAL POSITIONING CERTIFICATION

I, TIMOTHY W. CALDWELL, P.L.S., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: CLASS A – RATIO OF PRECISION 1/10,000
2. POSITIONAL ACCURACY: HORIZONTAL ACCURACY = 0.04' VERTICAL ACCURACY = 0.07'
3. TYPE OF GPS FIELD PROCEDURE: NC VRS NETWORK
4. DATES OF SURVEY: 9/3/2025
5. DATUM/EPOCH: NAD83(2011), EPOCH 2010.0000
6. PUBLISHED/FIXED-CONTROL USED: GNSS NETWORK
7. GEOID MODEL: GEOID 18 U.S.
8. COMBINED GRID FACTOR: 1.0002280573
9. UNITS: US SURVEY FEET

CERTIFICATE OF SURVEY AND ACCURACY

I TIMOTHY W. CALDWELL, P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (PROPERTY DESCRIPTION RECORDED IN DEED BOOKS AND PLATS FOUND IN THE TRANSYLVANIA COUNTY REGISTRY AS NOTED ON PLAT); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S.

- 47-30(f)(11):
(a) THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS 9TH DAY OF SEPTEMBER, A.D., 2025.

FOR REVIEW

RECOMBINATION PLAT FOR
CITY OF BREVARD

SHOWING THE RECOMBINATION OF
PIN # 8586-40-3957

(D.B. 230 PG. 177)
(P.B. 16 PG. 549),

PIN #8586-40-4943

(D.B. 1095 PG. 794)
(P.B. 23 PG. 290)

&

25' ALLEY

CREATING HEREON

NEW LOT 1A
(0.189 ACRE)

&

NEW LOT 1B
(0.325 ACRE)

CITY OF BREVARD
BREVARD TOWNSHIP
TRANSYLVANIA COUNTY, NORTH CAROLINA
BEING SITUATE ALONG WEST JORDAN STREET

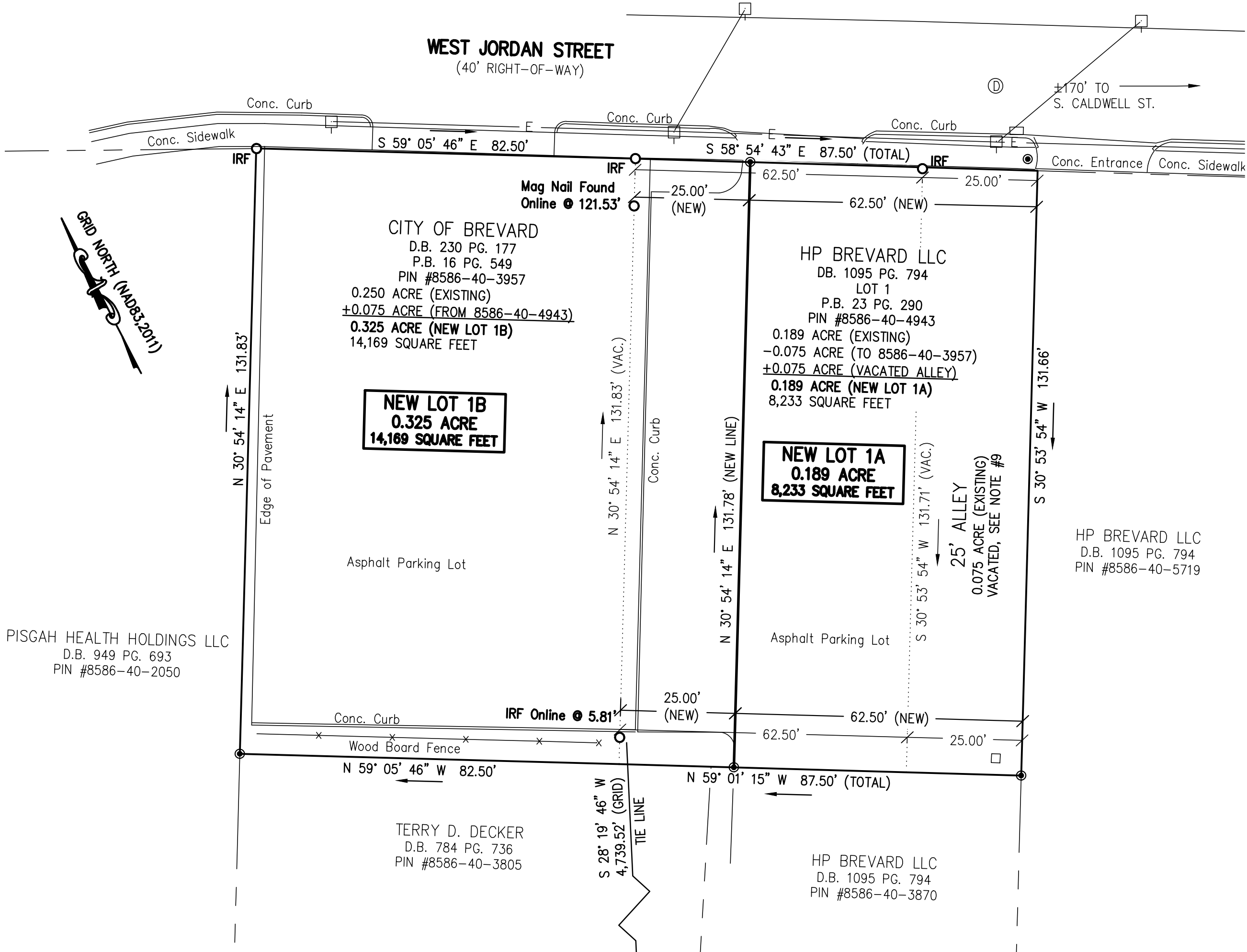
SCALE 1" = 20' DATE 9/9/2025
M&C COMM. No. 4702

Mattern & Craig
ENGINEERS•SURVEYORS

12 BROAD STREET
ASHEVILLE, NORTH CAROLINA 28801
(828) 254-2201
FAX (828) 254-4562

NC License No. C-1154

SHEET 1 OF 1



PISGAH HEALTH HOLDINGS LLC
D.B. 949 PG. 693
PIN #8586-40-2050

TERRY D. DECKER
D.B. 784 PG. 736
PIN #8586-40-3805

HP BREVARD LLC
D.B. 1095 PG. 794
PIN #8586-40-3870

HP BREVARD LLC
D.B. 1095 PG. 794
PIN #8586-40-5719

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

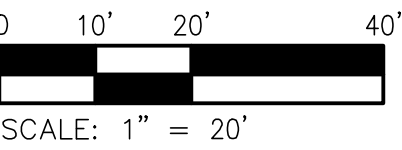
REGISTERED THIS THE ____ DAY OF _____, 2025
AT ____ O'CLOCK ____ M. RECORDED IN PLAT BOOK _____ PAGE _____

BY: _____
DEPUTY

REGISTER OF DEEDS

- LEGEND:
IRF - IRON ROD FOUND
VAC - HEREBY VACATED
● - #5 REBAR SET WITH CAP UNLESS OTHERWISE NOTED
⊙ - STORM DRAINAGE MANHOLE
□ - LIGHT POLE
□ - POWER POLE
> - GUY WIRE
—E— - OVERHEAD ELECTRIC LINE
- - - - - ADJACENT PROPERTY LINE

"GEORGE"
N: 556,738.16
E: 882,107.18
NAD83(2011)





CITY of BREVARD

The mission of the City of Brevard is to promote a high quality of life, support economic prosperity, and cultivate community while honoring its heritage and culture

TAX SETTLEMENT REPORT FOR MONTH ENDED AUGUST 31, 2025

Tina Tanner
Certified Tax Collector

YEAR	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER						
2025	\$ -	\$ 4,581,126.39										
2024-2014	\$ 11,986.29	\$ 6,246.25										
2013- PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
TOTAL:	\$ 11,986.29	\$ 4,587,372.64	\$ -	\$ -	\$ -	\$ -						
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE						
2025											\$ 4,581,126.39	
2024-2014											\$ 18,232.54	
2013-PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	
TOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ 4,599,358.93	

HEART OF BREVARD TAX SETTLEMENT REPORT
MONTH ENDING AUGUST 31, 2025

UPDATED: 09.09.2025

YEAR	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
2025	\$ -	\$ 78,787.77						
2024-2014	\$ -	\$ 62.00						
2013-PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL:	\$ -	\$ 78,849.77	\$ -	\$ -	\$ -	\$ -		

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
2025							\$ 78,787.77
2024-2014				\$ -			\$ 62.00
2013-PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,849.77

STAFF REPORT

City Council, Monday, September 15, 2025

Title: Resolution Fixing a Date of Public Hearing for Contiguous Annexation - City of Brevard, Cashiers Valley Road.

Speaker: Denise Hodsdon, City Clerk

Prepared by: Denise Hodsdon, City Clerk

Approved by: Wilson Hooper, City Manager

Background

A Petition Requesting Voluntary Contiguous Annexation was submitted on August 6, 2025 by the City of Brevard requesting that a portion of a parcel located on Cashiers Valley Road be annexed into the City of Brevard (Tax Property Identification Number 8585-19-5389). A portion of the parcel is already located within the city limits.

Discussion

On August 18, 2025, City Council approved Resolution No. 2025-50 Directing the Clerk to Investigate the Sufficiency of the Petition. The Clerk, Staff and Attorney have investigated and feel this annexation can move forward with setting a date for public hearing.

Recommendation

Staff recommends Council adopt the drafted Resolution Setting a Date for Public Hearing on Monday, October 6, 2025.

Attachments:

1. Annexation Petition Packet
2. Preliminary Annexation Plat - Cashiers Valley Rd
3. Certificate of Sufficiency - City of Brevard-Cashiers Valley Rd Parcel
4. Resolution Fixing Date for Public Hearing

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA
CITY OF BREVARD



PETITION REQUESTING A CONTIGUOUS
ANNEXATION
(G.S. 160A-31)

Date: August 6, 2025

To the City Council of the City of Brevard:

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Brevard.
2. The area to be annexed is contiguous to the City of Brevard and the boundaries of such territory are as follows:

Transylvania County Property Identification Number(s): _____
8585-19-5389-000

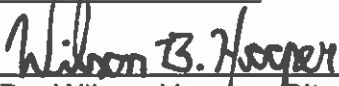
Street Address: Cashiers Valley Road

**(ATTACH A METES AND BOUNDS PROPERTY
DESCRIPTION AS "ATTACHMENT A")**

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Brevard. (ATTACH MAP AS "ATTACHMENT B", including the Tax Map PIN)
4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Property Owner(s): Do you declare vested rights? Yes No X
(Vested rights are rights belonging completely and unconditionally to a person which cannot be impaired or taken away by another party.)

Property Owners Contact Information (If there are more than three property owners, provide their names, contact information and signatures upon a separate and attached sheet.)

a. Name City of Brevard
Address 95 W Main St, Brevard, NC 28712
Telephone 828-885-5602 Email: Wilson.Hooper@cityofbrevard.com
Signature 
By: Wilson Hooper, City Manager

b. Name _____
Address _____
Telephone _____ Email _____
Signature _____

c. Name _____
Address _____
Telephone _____ Email _____
Signature _____

Property Ownership by Corporation or LLC: (If there are more than three principals or managing members then provide their names, contact information and signatures upon a separate and attached sheet.)

a. Name _____
Address _____
Telephone _____ Email _____
By: _____
Type or Print Name and Title (President / Managing Member)
Signature _____

b. Name _____
Address _____
Telephone _____ Email _____
By: _____
Type or Print Name and Title (President / Managing Member)
Signature _____

c. Name _____
Address _____
Telephone _____ Email _____
By: _____
Type or Print Name and Title (President / Managing Member)
Signature _____

AGENT:
Name: _____
Address: _____
Telephone: _____ Email _____

Petition along with a Metes and Bounds description (Attachment A), and Map / Survey (Attachment B) is to be returned to:

Denise Hodsdon, City Clerk
City of Brevard
95 West Main St., Brevard, NC 28712

Filed for registration on the 27 day of Dec
2001 at 4:15 o'clock P.M. and registered and
verified on the 27 day of Dec 2001
in Book No. 81 of page 472
Vickie C Edwards
Register of Deeds, Transylvania County

By: Beth C Sales, Deputy

000031
-0- 000472

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the 27 day of Dec 2001
by _____

Mail after recording to ~~Donald H. Barton, Attorney at Law~~ Hold
PO Box 1209, Brevard, NC 28712

This instrument was prepared by Donald H. Barton, Attorney at Law

Brief description for the Index 1.12 ac. +/- on Cashiers Valley Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 27th day of December, 2001, by and between

GRANTOR

GRANTEE

JAMES E. WILSON and Wife,
SANDRA W. WILSON
Rt. 2, Box 724-1
Brevard, NC 28712

THE CITY OF BREVARD

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of _____, Brevard Township, Transylvania County, North Carolina and more particularly described as follows:

BEGINNING on a 30" black oak, the old corner in the line between the Grantors and Charlie H. Smith, and runs thence with said line, North 52 deg. 27 min. 17 sec. West 129.02 feet to a 5/8" old iron pipe on the east side of an old road, common corner of the Grantors and Harvey V. Smith; thence with the line between said parties two (2) calls: North 19 deg. 18 min. 03 sec. East, along the east side of said road, 79.26 feet to a 30" oak; and North 71 deg. 21 min. 12 sec. East 60.05 feet to an 18" hemlock, common corner of the Grantors and the Brevard Housing Authority; thence with the said line three (3) calls: South 00 deg. 38 min. 39 sec. West 58.11 feet to an old 3/4 iron pipe; South 64 deg. 00 min. 38 sec. East 150.40 feet to an old 2" iron pipe; and South 63 deg. 31 min. 28 sec. East (passing an old 3/4" iron pipe in the center of the former Southern Railway Company railroad right-of-way at 202.93 feet) 269.48 feet to a point in the Cashiers Valley or Lake Sega Road, S.R. 1344, near its intersection with the Nicholson Creek Road, S.R. 1346; thence South 75 deg. 17 min. 45 sec. West 36.01 feet to a point in the centerline of the Cashiers Valley Road; thence with the center of said road four (4) calls: South 60 deg. 09 min. 13 sec. West 33.17 feet; South 62 deg. 10 min. 08 sec. West 38.15 feet; South 66 deg. 18 min. 23 sec. West 59.71 feet; and South 68 deg. 58 min. 51 sec. West 25.99 feet; thence leaving said road, to and with the line between the Grantors and Charlie H. Smith, North 50 deg. 33 min. 33 sec. West) passing the center of the former Southern Railway Company railroad right-of-way at 36.42 feet, and an old iron pipe at 44.42 feet) 233.44 feet to the BEGINNING. Containing 1.12 acres, more or less.

The Grantor, Helen E. Duckworth, is the widow of J. Frank Duckworth, who is the same person as Joseph Franklin Duckworth and Frank J. Duckworth. (over)

000031 000473

here is included in the above description a 0.06 acre triangular shaped tract at the southeast corner of the above described tract, which the Grantors have been in possession of continuously, under known and visible lines, since 1942.,

*Being all the same property described in Deed Book 316 Page 420 of the Transylvania County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 81, Page 160 in the Office of the Register of Deeds of Transylvania County, NC.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: _____ (Corporate Name)

President
ATTEST: _____
Secretary (Corporate Seal)

USE BLACK INK ONLY

James E. Wilson (SEAL)
JAMES E. WILSON, Grantor
Sandra W. Wilson (SEAL)
SANDRA W. WILSON, Grantor
(SEAL)
(SEAL)

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, Transylvania County.
I, a Notary Public of the County and State aforesaid, certify that James E. Wilson and Wife Sandra W. Wilson Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27th day of December, 2001
My commission expires: August 10, 2003

Notary Public

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of _____, 2001.
My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: Vickie L Edwards REGISTER OF DEEDS FOR Transylvania COUNTY
Beth C. Sales Deputy/Assistant - Register of Deeds

**2025002558**

TRANSYLVANIA CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

06-03-2025 10:39:17 AM

BETH C LANDRETH

REGISTER OF DEEDS

BY: ANTJE OWEN

DEPUTY REGISTER OF DEEDS

BK: DOC 1152**PG: 191-193**

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____

Verified by _____ County on the _____ day of _____, 2025

by _____

Mail after recording to McKeller Wall, P.C., 130 S. Broad St., Brevard, NC 28712This instrument was prepared by Charles W. McKeller. NO TITLE EXAMINATION

Brief description for the Index:

NORTH CAROLINA QUITCLAIM DEEDTHIS DEED made this 3 day of June, 2025, by and between

GRANTOR

DONALD PRIDEMORE and wife,
NATALIA T. PRIDEMORE

GRANTEE

THE CITY OF BREVARD,
a North Carolina Municipal CorporationEnter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, transfer, set over and convey unto the Grantee in fee simple, any and all interest of which Grantor may be possessed in that certain lot or parcel of land situated in the City of _____, _____ Township, TRANSYLVANIA County, North Carolina more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by reference.

AND BEING all of that property described in the Deed Book ____ at the Page ____ Transylvania County Registry. Grantor covenants that during his/her ownership and possession of this property he/she has in no way encumbered the property.

The property hereinabove described was acquired by Grantor by instrument in Book ____, page ____, Transylvania County Registry.

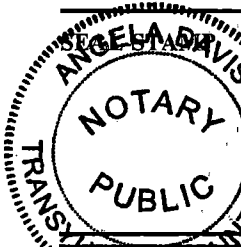
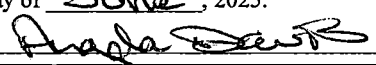
A map showing the above described property is recorded in Plat Book 25, page 182.

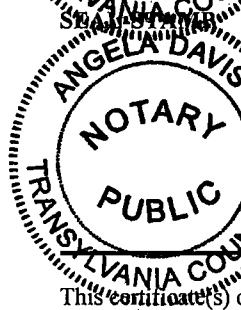
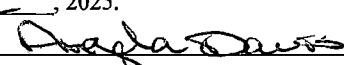
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.


DONALD PRIDEMORE (SEAL)


NATALIA T. PRIDEMORE (SEAL)

 North Carolina, Transylvania County,
I, Angela Davis, a Notary Public of the County and State aforesaid, certify that DONALD PRIDEMORE, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3 day of June, 2025.
My commission expires: 8-22-26  Notary Public

 North Carolina, Transylvania County,
I, Angela Davis, a Notary Public of the County and State aforesaid, certify that NATALIA T. PRIDEMORE, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3 day of June, 2025.
My commission expires: 8-22-26  Notary Public
This certificate(s) of _____

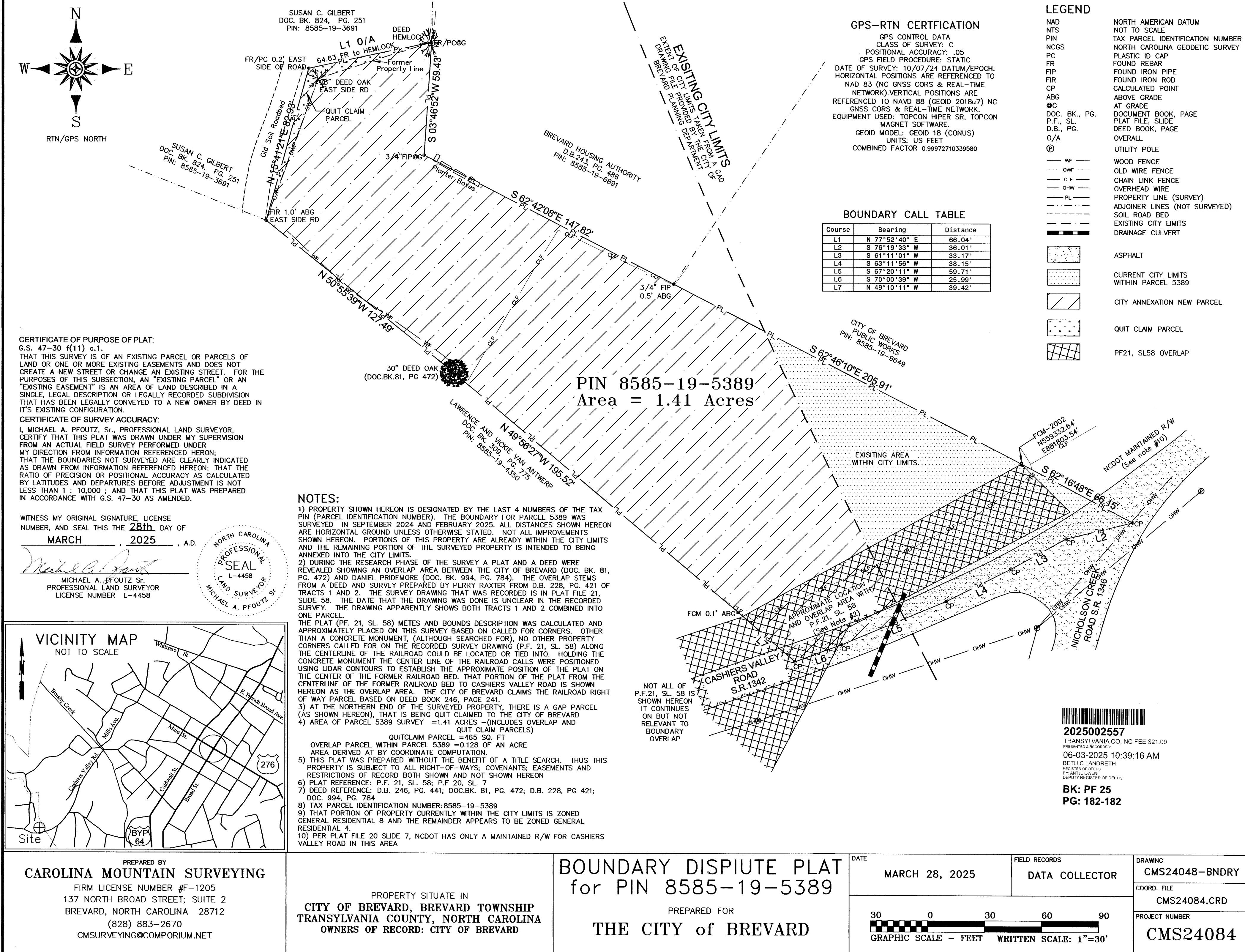
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR TRANSYLVANIA COUNTY
Deputy/Assistant-Register of Deeds

EXHIBIT "A"

"Being all of the overlap area containing 0.128 acres, more or less, as shown on a plat entitled "Boundary Dispute Plat for PIN 8585-19-5389" by Carolina Mountain Surveying dated March 28, 2025 and recorded in Plat File 25 Slide 182 of the Transylvania County Registry. This deed serves to cure the overlap over the real property claimed by the City of Brevard in Deed Book 81 at Page 472 which was created upon filing of the Plat recorded in Plat File 21 at Slide 58. The deed amends the said plat in no other way whatsoever".

Plat file 25 slide 182



CITY ANNEXATION LEGAL DESCRIPTION
FOR PIN# 8585-19-5389

Beginning at an existing concrete monument which has North Carolina NAD 83/2011 grid coordinates of Northing: 559254.05' and Easting: 881654.64';

thence N 49°56'27" W a distance of 195.52' to a deeded 30" Oak Tree;

thence N 50°55'39" W a distance of 127.49' to a found iron rod 1.0' above grade on the east side of a soil road bed;

thence along the eastern margin of the soil road bed N 15°41'21" E a distance of 74.96' to a set 5/8" rebar with a plastic I.D. cap on the east margin of the soil road bed;

thence N 72°06'25" E passing through a deeded 26" Oak tree at a distance of 7.49' and a deeded 34" double Hemlock tree at a distance of 61.21', a total distance of 70.11' to a found rebar with a plastic I.D. cap set at grade;

thence S 03°46'52" W a distance of 59.43' to a found ¾" iron pipe at grade;

thence S 62°42'08" E a distance of 147.82' to a found ¾" iron pipe 0.5' above grade;

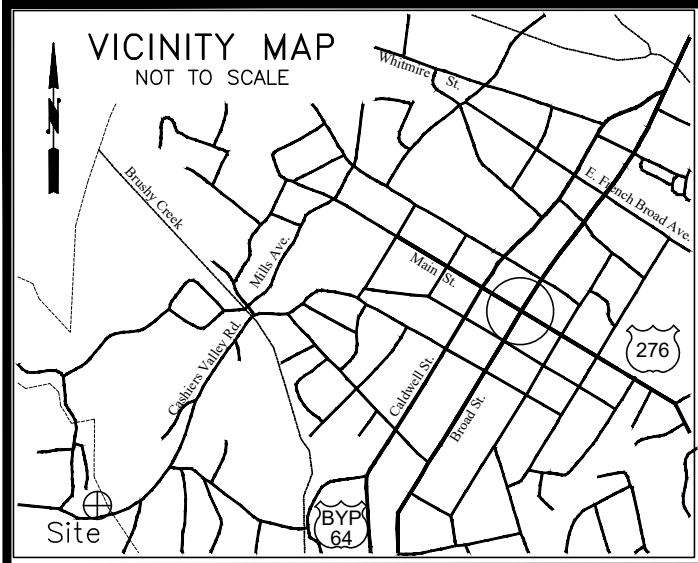
thence S 62°46'10" E a distance of 53.81' to a calculated point at the intersection of the existing city limit line;

thence with the existing city limit line on a curve to the southeast with an arc length of 168.28', with a radius of 3,207.69', with a chord bearing of S 25°59'41" E, a chord length of 168.24' to a calculated point on the deeded property line for parcel 5389 in the center of Cashiers Valley road;

thence along the centerline of the existing asphalt road the following 2 calls S 67°20'11" W a distance of 35.92' to a calculated point;

thence S 70°00'39" W a distance of 25.99' to a calculated point in the centerline of the road;

thence leaving the centerline of Cashiers Valley road N 49°10'11" W a distance of 39.42' to an existing concrete monument which is the place and point of beginning.



OWNER CERTIFICATION-ANNEXATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I (WE) HEREBY ADOPT THIS PLAT OF ANNEXATION WITH MY (OUR) FREE CONSENT

DATE _____ OWNER(S) _____

CITY OF BREVARD-ANNEXATION

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE CITY OF BREVARD TO ANNEX THE PROPERTY HEREIN DESCRIBED. THE CITY OF BREVARD ADOPTED ORDINANCE NUMBER _____ TO ANNEX THE PROPERTY DESCRIBED HEREIN ON _____ WITH THE EFFECTIVE DATE OF ANNEXATION ON _____

CITY CLERK _____

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, _____, REVIEW OFFICER OF TRANSYLVANIA COUNTY, CITY OF BREVARD, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

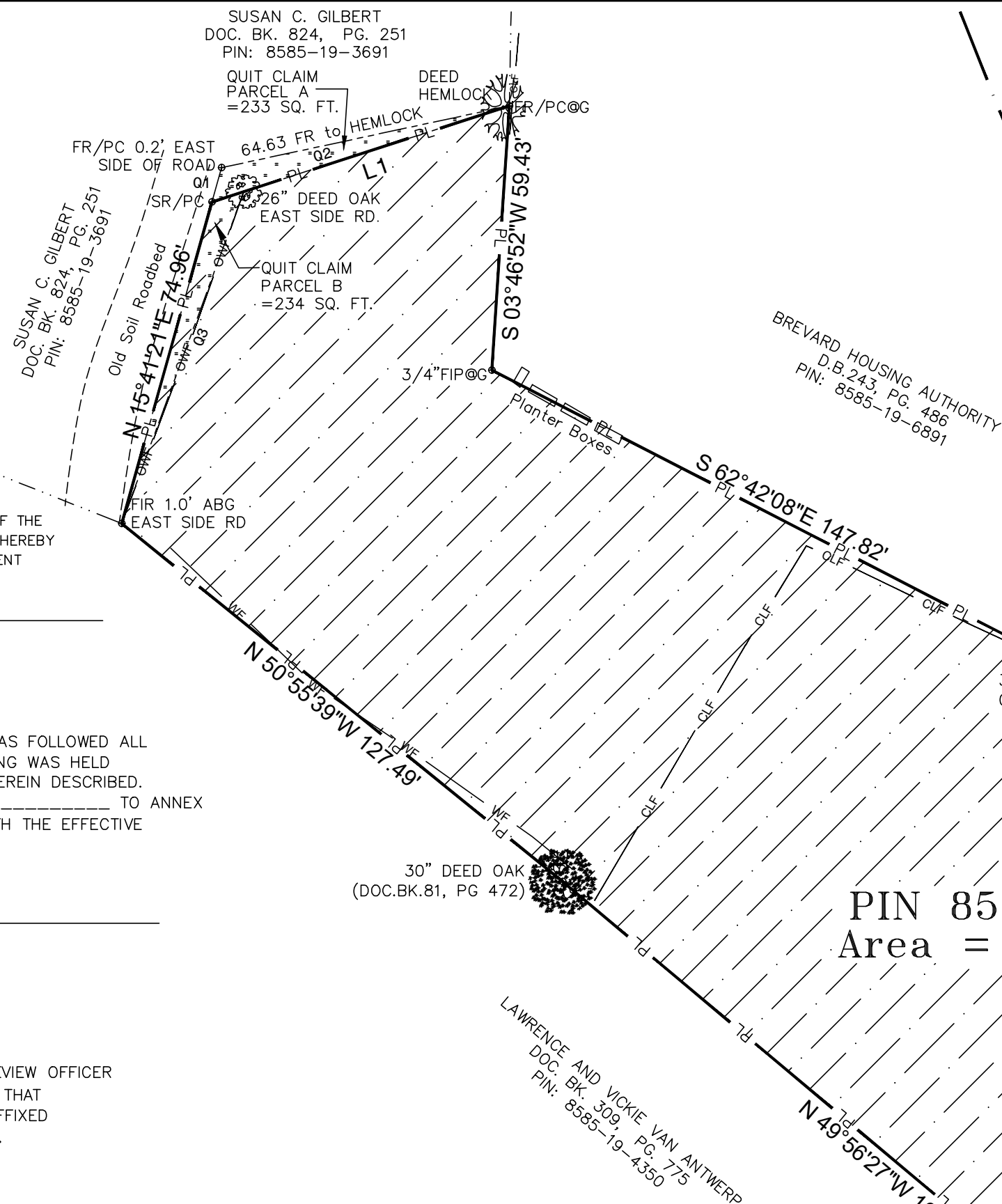
STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, _____, A NOTARY PUBLIC OF SAID STATE AND COUNTY, DO HEREBY CERTIFY THAT

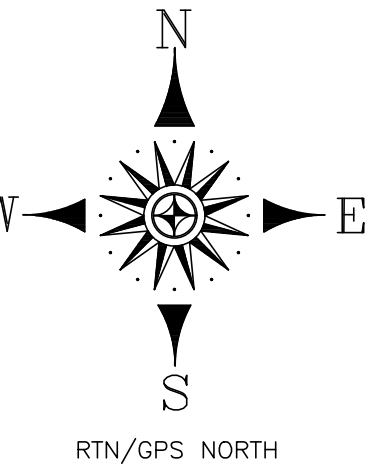
PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND NOTARIAL SEAL, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____



- NOTES:
- 1) PROPERTY SHOWN HEREON IS DESIGNATED BY THE LAST 4 NUMBERS OF THE TAX PIN (PARCEL IDENTIFICATION NUMBER). THE BOUNDARY FOR PARCEL 5389 WAS SURVEYED IN SEPTEMBER 2024 AND FEBRUARY 2025. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND UNLESS OTHERWISE STATED. NOT ALL IMPROVEMENTS ARE SHOWN HEREON. PORTIONS OF THIS PROPERTY ARE ALREADY WITHIN THE CITY LIMITS. CORNERS ALONG THE EXISTING CITY LIMITS LINE ARE CALCULATED POINTS AND THE REMAINING PORTION OF THE SURVEYED PROPERTY IS BEING ANNEXED INTO THE CITY LIMITS AS SHOWN HEREON.
 - 2) PLAT FILE 25, SLIDE 182 DELINEATED AN OVERLAP ON THE SOUTHERN PORTION OF PARCEL 5389 FROM PLAT FILE 21, SLIDE 58. THE CITY OF BREVARD QUIT CLAIMED THAT PORTION OF THE OVERLAP PARCEL CONGRUENT WITH THE CITY OF BREVARD PARCEL AS RECORDED IN DOCUMENT BOOK 1152, PAGE 191.
 - 3) AT THE NORTHERN END OF THE SURVEYED PROPERTY, THERE IS A GAP PARCEL (AS SHOWN HEREON). PLAT FILE 25, SLIDE 182 SHOWED THAT GAP PARCEL AS BEING QUIT CLAIMED TO THE CITY OF BREVARD. THAT PROPERTY LINE IS BEING REVISED AS SHOWN HEREON AND A PORTION IS BEING QUIT CLAIMED TO THE CITY OF BREVARD AND THE OTHER PORTION IS BEING QUIT CLAIMED TO SUSAN GILBERT AS SHOWN HEREON.
 - 4) AREA OF EXISTING PARCEL 5389 IN CITY LIMITS =0.249 OF AN ACRE
AREA OF NEW ANNEXED PARCEL =0.886 OF AN ACRE
TOTAL PARCEL 5389 (SURVEY) =1.135 ACRES -(INCLUDES OVERLAP AND QUIT CLAIM PARCELS)
AREA OF OVERLAP PARCEL CONVEYED TO PARCEL 5389 =0.128 OF AN ACRE
AREA OF QUITCLAIM PARCEL B =234 SQ. FT .005 OF AN ACRE
THE AREA SHOWN FOR PARCEL 5389 ON P.F.25, SL.182 IS A SCRIVENERS ERROR AND HAS BEEN CORRECTED ON THIS PLAT. AREA DERIVED AT BY COORDINATE COMPUTATION.
 - 5) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THUS THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS; COVENANTS; EASEMENTS AND RESTRICTIONS OF RECORD BOTH SHOWN AND NOT SHOWN HEREON
 - 6) PLAT REFERENCE: P.F. 21, SL. 58; P.F 20, SL. 7; P.F. 25, SL. 182
 - 7) DEED REFERENCE: DOC.BK. 81, PG. 472; D.B. 228, PG 421; DOC. 994, PG. 784; DOC. BK. 1152, PG 191
 - 8) TAX PARCEL IDENTIFICATION NUMBER: 8585-19-5389
 - 9) THAT PORTION OF PROPERTY CURRENTLY WITHIN THE CITY LIMITS IS ZONED GENERAL RESIDENTIAL 8 AND THE REMAINDER APPEARS TO BE ZONED GENERAL RESIDENTIAL 4.
 - 10) PER PLAT FILE 20 SLIDE 7, NCDOT HAS ONLY A MAINTAINED R/W FOR CASHIERS VALLEY ROAD IN THIS AREA.
 - 11) THERE ARE NO NCGS MONUMENTS WITHIN 2000' OF THIS PROPERTY.



GPS-RTN CERTIFICATION

GPS CONTROL DATA
CLASS OF SURVEY: C
POSITIONAL ACCURACY: .05
GPS FIELD PROCEDURE: STATIC
DATE OF SURVEY: 10/07/24 DATUM/EPOCH: 83 (NC GNSS CORS & REAL-TIME NETWORK).VERTICAL POSITIONS ARE REFERENCED TO NAVD 88 (GEOID 2018u7) NC GNSS CORS & REAL-TIME NETWORK.
EQUIPMENT USED: TOPCON HIPER SR, TOPCON MAGNET SOFTWARE.
GEOID MODEL: GEOID 18 (CONUS)
UNITS: US FEET
COMBINED FACTOR 0.99972710339580

BOUNDARY CALL TABLE

Course	Bearing	Distance
L1	N 72°06'25" E	70.11'
L2	S 76°19'33" W	36.01'
L3	S 61°11'01" W	33.17'
L4	S 63°11'56" W	38.15'
L5 O/A	S 67°20'11" W	59.71'
L6	S 70°00'39" W	25.99'
L7	N 49°10'11" W	39.42'
Q1	N 15°41'21" E	7.97'
Q2	N 72°06'25" E	66.04'
Q3	N 20°11'55" E	79.35'

ANNEXATION BOUNDARY CALL TABLE

Course	Bearing	Distance
A1	Rad: 3207.69' Tan: 84.16' Chd: S 25°59'41" E	A: 168.28' CA: 3°00'21" 168.24'

- LEGEND
- NAD NORTH AMERICAN DATUM
NTS NOT TO SCALE
PIN TAX PARCEL IDENTIFICATION NUMBER
NCGS NORTH CAROLINA GEODETIC SURVEY
PC PLASTIC ID CAP
FR FOUND REBAR
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
CP CALCULATED POINT
ABG ABOVE GRADE
@G AT GRADE
DOC. BK., PG. DOCUMENT BOOK, PAGE
P.F., SL. PLAT FILE, SLIDE
D.B., PG. DEED BOOK, PAGE
O/A OVERALL
Ⓟ UTILITY POLE
WF WOOD FENCE
OWF OLD WIRE FENCE
CLF CHAIN LINK FENCE
OHW OVERHEAD WIRE
PL PROPERTY LINE (SURVEY)
--- ADJOINER LINES (NOT SURVEYED)
--- SOIL ROAD BED
--- EXISTING CITY LIMITS
--- DRAINAGE CULVERT
- ASPHALT
CURRENT CITY LIMITS WITHIN PARCEL 5389
CITY ANNEXATION NEW PARCEL
QUIT CLAIM PARCELS
PF21, SL58 OVERLAP QUITCLAIMED TO CITY

NOT ALL OF P.F.21, SL. 58 IS SHOWN HEREON IT CONTINUES ON BUT NOT RELEVANT TO BOUNDARY OVERLAP

CERTIFICATE OF PURPOSE OF PLAT:
G.S. 47-30 f(11) d.
I, MICHAEL A. PFOUTZ Sr., PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION



CERTIFICATE OF SURVEY ACCURACY:

I, MICHAEL A. PFOUTZ, Sr., PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION FROM INFORMATION REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED BY LATITUDES AND DEPARTURES BEFORE ADJUSTMENT IS NOT LESS THAN 1 : 10,000 ; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS THE 30th DAY OF JULY, 2025, A.D.

MICHAEL A. PFOUTZ Sr.
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4458

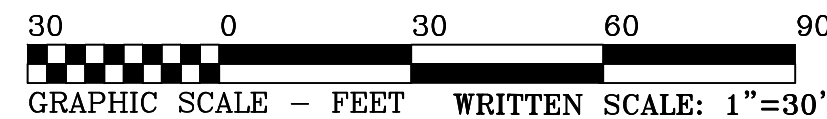
PREPARED BY
CAROLINA MOUNTAIN SURVEYING
FIRM LICENSE NUMBER #F-1205
137 NORTH BROAD STREET; SUITE 2
BREVARD, NORTH CAROLINA 28712
(828) 883-2670
CMSURVEYING@COMPORIUM.NET

ORDINANCE No. _____

PROPERTY SITUATE IN
CITY OF BREVARD, BREVARD TOWNSHIP
TRANSYLVANIA COUNTY, NORTH CAROLINA
OWNERS OF RECORD: CITY OF BREVARD

ANNEXATION and PROPERTY
LINE ADJUSTMENT PLAT
for PIN 8585-19-5389
PREPARED FOR
THE CITY of BREVARD

DATE JULY 26, 2025	FIELD RECORDS DATA COLLECTOR	DRAWING CMS24048-ANNEX
COORD. FILE CMS24048.CRD		PROJECT NUMBER CMS24048





CITY of BREVARD

The mission of the City of Brevard is to promote a high quality of life, support economic prosperity, and cultivate community while honoring its heritage and culture.

Office of City Clerk
(828) 885-5614

Certificate of Sufficiency

I, Denise Hodsdon, City Clerk, do hereby certify that I have investigated the attached Petition Requesting a Contiguous Annexation, submitted by the **City of Brevard**, for a parcel located on Cashiers Valley Road, Brevard, NC 28712 (**Tax Property Identification Number: 8585-19-5389**), consisting of 0.886 acres, more or less, and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with NCGS 160-A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Brevard this 10th day of September, 2025.



Denise Hodsdon, CMC, NCCMC
City Clerk

RESOLUTION NO. 2025-XX

A RESOLUTION FIXING A DATE OF PUBLIC HEARING ON THE QUESTION OF ANNEXATION PURSUANT TO NCGS 160A-31, AS AMENDED

WHEREAS, a petition was received on August 6, 2025, requesting the annexation of a contiguous area described in said Petition as a portion of property owned by the City of Brevard located on Cashiers Valley Road, Brevard, NC 28712, consisting of 0.886 acres, more or less, be annexed into the City of Brevard. (Tax Property Identification Number: 8585-19-5389); and

WHEREAS, the Brevard City Council has by Resolution No. 2025-50 directed the City Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the City Clerk as to the sufficiency of said petition has been made.

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

Section 1. That a public hearing on the question of annexation of the contiguous area described below as requested by the City of Brevard will be held at Brevard City Hall at 5:30 P.M. on the 6th day of October, 2025.

Section 2. The area proposed for annexation is described as follows:

Metes and Bounds Property Description:

Beginning at an existing concrete monument which has North Carolina NAD 83/2011 grid coordinates of Northing: 559254.05' and Easting: 881654.64';

thence N 49°56'27" W a distance of 195.52' to a deeded 30" Oak Tree;

thence N 50°55'39" W a distance of 127.49' to a found iron rod 1.0' above grade on the east side of a soil road bed;

thence along the eastern margin of the soil road bed N 15°41'21" E a distance of 74.96' to a set 5/8" rebar with a plastic I.D. cap on the east margin of the soil road bed;

thence N 72°06'25" E passing through a deeded 26" Oak tree at a distance of 7.49' and a deeded 34" double Hemlock tree at a distance of 61.21', a total distance of 70.11' to a found rebar with a plastic I.D. cap set at grade;

thence S 03°46'52" W a distance of 59.43' to a found ¾" iron pipe at grade;

thence S 62°42'08" E a distance of 147.82' to a found ¾" iron pipe 0.5' above grade;

thence S 62°46'10" E a distance of 53.81' to a calculated point at the intersection of the existing city limit line;

thence with the existing city limit line on a curve to the southeast with an arc length of 168.28', with a radius of 3,207.69', with a chord bearing of S 25°59'41" E, a chord length of 168.24' to a calculated point on the deeded property line for parcel 5389 in the center of Cashiers Valley road;

thence along the centerline of the existing asphalt road the following 2 calls S 67°20'11" W a distance of 35.92' to a calculated point;

thence S 70°00'39" W a distance of 25.99' to a calculated point in the centerline of the road;

thence leaving the centerline of Cashiers Valley road N 49°10'11" W a distance of 39.42' to an existing concrete monument which is the place and point of beginning.

Section 3. Notice of said public hearing shall be published in the Transylvania Times, a newspaper having general circulation in the City of Brevard, at least ten (10) days prior to the date of said public hearing.

Section 4. This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 15th day of September, 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

MINUTES

City Council Public Works & Utilities Committee

Tuesday, July 2, 2025 – 3:30pm
City Council Chambers

Members Present: Mac Morrow, Chair, Council Member
Lauren Wise, Vice-Chair, Council Member
Mayor Copelof, Ex-Officio Member

Members Absent: Owen Carson, Citizen Member

Staff Present: Wilson Hooper, City Manager
David Todd, Assistant City Manager
Wesley Shook, Public Works Director
Aaron Winans, Wastewater Treatment Plant Superintendent
Paul Ray, Planning Director
Selena Coffey, Assistant to the City Manager

A. Welcome and Call to Order

Committee Chair Mac Morrow called the meeting to order at 3:31pm.

B. Certification of Quorum

Assistant to the City Manager Selena Coffey certified that a quorum was present.

C. Approval of Agenda

Mr. Wise made a motion to approve the agenda, which was seconded by Mr. Morrow. All in favor.

D. Approval of Minutes

Mr. Wise made a motion to approve the agenda, which was seconded by Mr. Morrow. All in favor.

E. Project Updates:

1. Review of McAdams Stormwater Master Plan Proposal

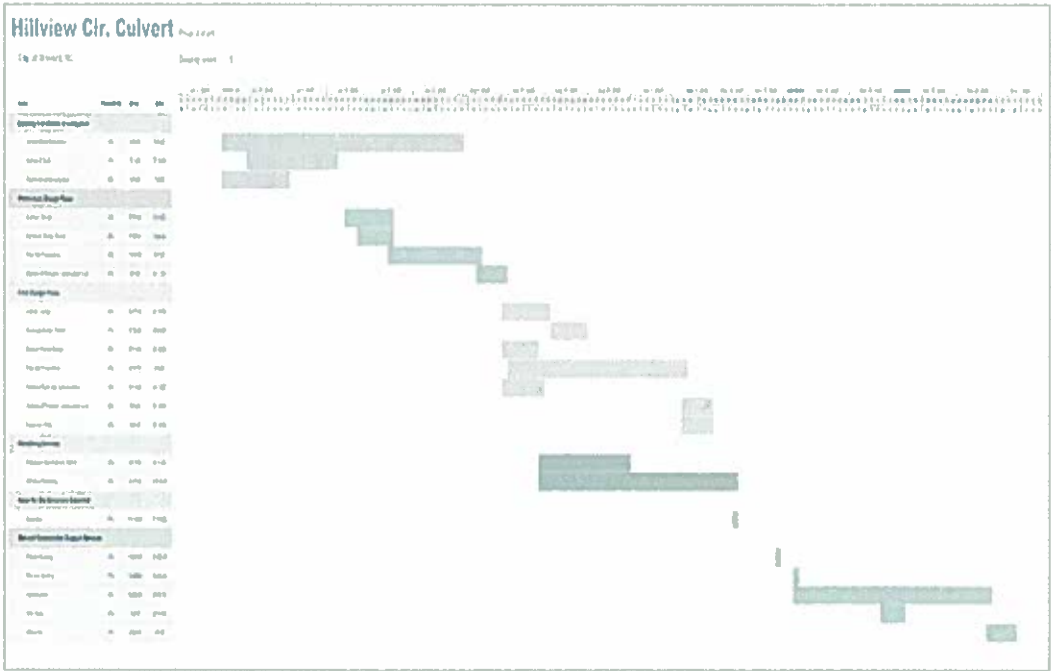
Mr. Todd reported that, based on the last special-called meeting, he moved forward with due diligence in negotiating with McAdams. He reported that he was able to get McAdams to reduce the cost from \$20,000 to \$15,000 and that the final proposal has been signed and McAdams will be at the next meeting to report to the committee.

2. Hillview Street Culvert

Mr. Todd reported that the Subsurface Utility Engineering group was on-site Tuesday, July 1. The WSP Geotech group will layout boring locations at the same time so that they can be collected by the surveyor. The surveyor will follow up after these two tasks so that they can collect the locations of the borings and utilities (along with topography and other existing improvements). The H&H group has prepared preliminary sizing for the replacement culvert, estimating the size at approximately 11'x6'x150".

Mr. Todd reminded the committee that the 2007 stormwater master plan recommended replacement of this culvert to reduce road overtopping and also recommended a bottomless culvert to promote better benthic conditions for Norton Creek. He stated that the city is looking into three possible options, which include: 1) a precast concrete, open-bottom, arch, 2) an aluminum plate open-bottom arch, and 3) an aluminum pipe arch, the bottom of which would be buried a minimum of 12" below the creek bed, thus providing a natural bed condition through the length of the pipe.

Mr. Todd then provided a review of the following tables showing a timeline for the project.



TASK	PROGRESS	START	END
Existing Conditions Investigation			
Jurisdictional Delineation	0%	6/9/25	8/4/25
Survey & SUE	0%	7/1/25	7/15/25
Geotechnical Investigation	0%	6/9/25	7/7/25
Preliminary Design Phase			
Culvert Design	0%	7/17/25	7/24/25
Hydraulic Design Report	0%	7/19/25	7/24/25
Plan Set Preparation	0%	7/24/25	8/7/25
Opinion of Probable Construction Cost	0%	8/7/25	8/11/25
Final Design Phase			
Culvert Design	0%	8/11/25	8/18/25
Drainage Design Report	0%	8/19/25	8/24/25
Erosion Control Design	0%	8/11/25	8/16/25
Plan Set Preparation	0%	8/12/25	9/9/25
Contract Docs and Specifications	0%	8/11/25	8/17/25
Opinion of Probable Construction Cost	0%	9/9/25	9/13/25
Easement Plats	0%	9/9/25	9/13/25
Permitting Services			
Floodplain Development Permit	0%	8/17/25	8/31/25
401/404 Permitting	0%	8/17/25	11/15/25
Issue for Bid Document Submittal			
Submittal	0%	11/15/25	11/15/25
Bid and Construction Support Services			
Pre-bid Meeting	0%	11/22/25	11/22/25
Pre-con Meeting	0%	12/20/25	12/20/25
Construction	0%	12/20/25	2/28/26
Site Visits	0%	1/3/26	2/14/26
Close-out	0%	2/28/26	3/4/26

3. Norton Creek Restoration Phase 2

Mr. Todd then provided the following overview of the Norton Creek Restoration project noting the following:

Current Status:

- All permits have been obtained
- No Rise Certification completed
- Bid documents have been completed and reviewed

Next Steps:

- Advertise for construction

4. Water Treatment Plant Renovation Update

Mr. Todd reported that the water treatment plant renovation is moving forward, and the construction contract has been executed with a Notice to Proceed issued. Carolina Specialties has begun gathering shop drawings, and product specifications for motors, pumps, etc. and plans to have those to the designer in the next few weeks for approval. Carolina Specialties has also mobilized, and grading work has begun on installation of the Clearwell. Mr. Todd provided the following timeline for the committee.

City of Brevard - Water Treatment Plant Improvements :																									
NCDEQ SRP-D-ARP-0222																									
Brown PA - 20042																									
Task	2025												2026												
	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	
Project Advertise																									
Bid March 25, 2025																									
RE-Bid April 15, 2025																									
4/29/2025 - NCDEQ BiD package for Approval																									
May 29, 20225 NCDEQ ATA letter received																									
May 30, 2025 Notice of Award received																									
June 10, 2025 Execute Contract - Notice to Proceed																									
Construction 365 Days																									

5. Water and Sewer Asset Inventory Assessment

Mr. Todd provided the following information on this project:

A. Water System Asset Inventory & Assessment

Field Work to Date:

- Fire Hydrant - 476 (includes all post hydrants as well)
- Fire Hydrant Valve - 312
- Main line Valves - 709
- Fire Dept. Connections - 24
- PRV Vaults - 10
- Commercial Water Meters - 29
- Can Not Locate - 204 (main valves and hydrant valves)

Current Status:

- Valves and hydrants mapping is 90% complete
- Water main mapping is 98% complete
- Hydraulic model construction is 95% complete, have run initial modeling.

Next Steps:

Minutes – Council Public Works and Utilities Committee Meeting – July 2, 2025
Page 4 of 8

- Continue calibrating hydraulic model
- Perform on-site inspection and assessment of the existing pump stations
- Perform assessment of the existing water system (based on materials, work orders, known problem areas)
- Demand projections based on information provided Planning Department and NCDOT TAZ
- Preparation of a proposed improvements program

Schedule of Remaining Tasks:

Task	Completion Date
Field Work (not including missing items)	July 1, 2025
Hydraulic Model (for calibration)	July 15, 2025
Flow Tests (by City of Brevard)	July 15, 2025
Analysis of Ex. Water System	July 18, 2025
Update Demand Projections	August 1, 2025
Capital Improvements Program & Financial Impact	September 1, 2025

B. Sewer System Asset Inventory & Assessment

Field Work to Date:

- Manholes Inspected and identified on GPS – 1516 (found 53 new manholes)
- Manholes paved over / no signal for GPS / bolted shut / etc. - 329

Current Status:

- Fieldwork is 82% complete
- Sewer mapping is 90% complete
- Brushy Creek Basin Smoke Tested, 100% complete

Next Steps:

- Finalize field work
- Coordinate with NCRWA to perform smoke testing of the Kings Creek Basin
- Identify and rate critical infrastructure
- Continue performing assessment of the existing sewer system (based on material, age, etc.)
- Demand projections based on information provided Planning Department and NCDOT TAZ
- Preparation of a proposed improvements program

Schedule of Remaining Tasks:

Task	Completion Date
Field Work (not including missing items)	July 31, 2025
Smoke Testing of Kings Creek Basin	July 24, 2025
Identify and Rate Critical Infrastructure	July 31, 2025
Update Demand Projections	August 1, 2025
Identify Areas Needing Sewer with Planning Dept.	July 15, 2025
Update Existing Infrastructure Assessment	August 14, 2025
Capital Improvements Program & Financial Impact	August 28, 2025
Present to City of Brevard	September 1, 2025

6. Gallimore Basin Sewer Rehab Update – Change Order #2

Mr. Todd reported that the lining along County Club Road and Caldwell Street are now complete. He provided the following additional updates:

- The Contractor has completed lining the majority of manholes.
- The Contractor is having a difficult time securing a sub to perform the point repairs along England Street.
- The Contractor has submitted a pay application; however, Summit is holding the invoice until the contractor addresses questions regarding the post-construction CCTV videos, hoping to resolve first week of July.
- Awaiting an updated project schedule.

7. Sewer Lift Station Rehabilitation Project

The Pump Station Rehab and Replacement project Contract has been executed, and a preconstruction meeting was held on June 30. Submittals will start rolling in this month and their tentative mobilization date is September 1, 2025.

Sewer Pump Station Rehab Project 6/4/2025

Task	2025												2026											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Advertise																								
Bid (April 8, 2025)				★																				
Execute Contract																								
Construction (500 Days)																								
Gallimore Pump Station																								
Fish Camp Pump Station																								
Wilson Pump Station																								
ARPA Funding Deadline (December 31, 2026)																								★

8. Wastewater Treatment Plant Update

Mr. Todd reported that KCI is continuing to work on the 30% design, and with the approval of design amendment #2 will be able to proceed through final design and bidding while also finalizing the Phase 2 & 3 preliminary engineering report. The next steps include getting Holmes Geospatial on site for site survey and underground utility locates. Following the completion of the 30% design and approval by the City, Mr. Todd noted that the city will begin the electrical and structural design and mobilize the geotechnical sub consultant to perform a subsurface investigation at the locations for the proposed Phase 1 equipment.

BREVARD WWTP PER/PHASE 1 UPGRADE DESIGN - ESTIMATED PROJECT SCHEDULE



ITEM #	DESCRIPTION	Duration	2025				2026				2027				2028				2029			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Proposed Schedule																					
1	Phase I - Headworks																					
2	Design & Permitting	9 Mon																				
3	Bidding & Construction	16 Mon																				
4	Phase II - Initial Upgrade																					
5	PER (Full Plant Upgrade Deliverable)	7 Mon																				
6	Design & Permitting	24 Mon																				
7	Bidding & Construction	24 Mon																				
8	Phase III - Future Upgrade (TBD)																					
1	Funding Evaluation																					

Committee members and staff then discussed making improvements within the Cherry Street neighborhood to help residents in that community be able to evacuate in case of future flooding. Mr. Todd shared that McGill Associates will be reviewing this area and making recommendations in this regard.

F. Public Comment

Harvey Sankey complimented Mr. Todd and the Public Works team for their work on all of these projects. He then asked for an update from Mr. Todd, who responded.

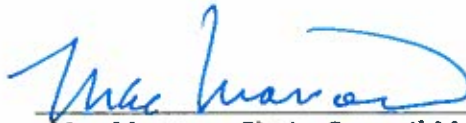
G. Set Next Meeting – August 6, 2025 at 30pm

Mr. Morrow stated that the next meeting will be held on August 6, 2025 at 3:30pm.

H. Adjourn

Mr. Wise made a motion to adjourn, which was seconded by Mr. Morrow. All voted in favor and the meeting was adjourned at 4:35pm.

Minutes Approved: August 6, 2025



Mac Morrow, Chair, Council Member
Lauren Wise, Vice Chair, Council Member



Selena D. Coffey
Assistant to the City Manager



MINUTES

CITY COUNCIL HOUSING COMMITTEE

Tuesday, July 8, 2025 – 3:45 PM

City Hall Council Chambers

Members Present: Pamela Holder, Chair, City Council Member
Aaron Baker, Vice Chair, City Council Member
Mayor Maureen Copelof, Ex-Officio

Members Absent: Victor Foster, Citizen Member

Staff Present: Emily Brewer, Senior Planner
Paul Ray, Planning Director
Dean Luebbe, Assistant City Manager/Finance Director
Selena Coffey, Assistant to the City Manager

Guests: Harvey Sankey, Dave Bradley (*Transylvania Times*)



A. Welcome and Call to Order

Chairwoman Pamela Holder welcomed everyone and called the meeting to order at 3:475pm.

B. Certification of Quorum

Assistant to City Manager Selena Coffey certified a quorum.

C. Approval of Agenda

Mr. Baker made the motion to approve the agenda, seconded by Ms. Holder. The motion carried unanimously.

D. Approval of Minutes

Ms. Holder made the motion to approve the June 10, 2025 meeting minutes and the motion was seconded by Mr. Baker. The motion carried unanimously.

E. Update - Adding Tax Relief to Housing Trust Fund Eligible Expenses



Ms. Brewer presented her findings from research on the provision of tax relief to eligible city residents. She had identified four jurisdictions that currently provide this

type of program. Ms. Brewer's research identified Chatham County, Durham County, Orange County, and Greensboro and provided the following information:

Chatham County Low Income Tax Relief Program (TRP):

Chatham County offers up to \$500 of property tax assistance to eligible residents.

Eligibility:

- ***Residency:*** Applicant must be a resident of Chatham County.
- ***Homeownership:*** Applicant must have owned and resided in their home for at least 5 years. This must be the applicant's primary residence.
- ***Property Taxes:*** Applicant must be current on all property taxes. This program cannot be used if they have unpaid or delinquent property taxes.
- ***Income:*** Household earned income must be at or below 60% of the Average Median Income (AMI) for Chatham County.

Award Amount:

- Cannot exceed 50% of the current year's tax bill, or up to \$500.

Administration:

- Administered through Tax Department and the Housing Department
 - Annual program
-

Durham County Low-Income Homeowners Relief Program (LIHR):

Durham County will provide property tax assistance on current taxes for eligible homeowners.

Eligibility:

- ***Residency:*** Applicant must be a resident of Durham County.
- ***Homeownership:*** Applicant must have owned and resided in their home as a primary residence for at least 5 years.
- ***Property Taxes:*** Applicant must be current on all property taxes. This program cannot be used if they have unpaid or delinquent property taxes.
- ***Other Assistance:*** Residents must not receive other state tax assistance (such as Homestead Exclusion).
- ***Income:*** Household income must be at or below 80% of the Average Median Income (AMI) for Durham County.

Award Amount:

Tax Office and the Finance Department

- *Applications accepted August to November*
- *Payments are sent directly to Orange County Tax Office in late December*
- *If eligible residents have already paid their annual property taxes, they will receive reimbursement from the Orange County Tax Office*

Greensboro Low-Income Homeowner Assistance Program:

The City of Greensboro will provide funding for the difference between 2021 City tax bill and 2024 property tax bill because of the Guilford County property revaluation.

Eligibility:

- ***Baseline:***
 - *Property tax bill increased by at least \$50 as a result of the property revaluation.*
 - *Program applies only to single-family residential properties (including townhouses and condos) but excludes property tax on vehicles or homes held with a title vs. a deed.*
 - *Applicant must have been the person who paid the taxes.*
 - *There can be no outstanding liens, assessments, or delinquent taxes on the home owed to the City of Greensboro.*
- ***Residency:*** *Home must be located within Greensboro's city limits.*
- ***Homeownership:*** *Residents must have owned and lived in their home as a primary residence for at least 3 years.*
- ***Property Value Limit:*** *Home's total property tax value must have been less than \$250,000.*
- ***Income:*** *Households income must be at or below 80% Area Median Income (AMI) for Guilford County.*
- ***Other Assistance:*** *Applicant could not have also received assistance from Guilford County tax assistance programs.*

Award Amount:

- *The homeowner is eligible for funding equal to the difference in property tax bill. There is no cap on funding amounts.*

Administration:

- *The program was started after the 2023 property revaluation but is now annual.*
- *Funding is distributed as a reimbursement check.*
- *Program runs from July through October for the previous year's taxes.*

The committee had extensive discussion about the benefits of these types of programs. Ms. Holder suggested the possibility of partnering with Sharing House locally to administer a program or assist the city with administering the program. Mr. Baker suggested moving forward with speaking with Sharing House and Ms. Holder agreed to

- Award amount is based upon a 3-tiered income model determined by the taxpayer's AMI (program closed and details are unavailable - reached out for more information)

Administration:

- Administered through Department of Social Services
- Payments are sent directly to Durham County Tax Office.
- If eligible residents have already paid their annual property taxes, they will receive reimbursement from the Durham County Tax Office
- Annual program (began in 2021)

Orange County Longtime Homeowners Assistance Program (LHA):

Orange County will provide property tax assistance on current taxes for eligible homeowners.

Eligibility:

- Residency: Applicant must be a resident of Orange County.
- Homeownership: Applicant must have owned and lived in their home as primary residence for at least 5 years.
- Income: Households income must be at or below 80% Area Median Income (AMI) for Orange County.
- Property Value Limits: Residents must own a home valued below the set property value limits.
 - The program home value limits are equivalent to the HOME Homeownership Limits set by HUD.
 - Staff might be able to make exceptions to property value limits if:
 - Someone 70 or older lives in your household.
 - Someone in your household has a documented disability, as defined by the HUD.

Award Amount:

- Assistance may, but is not guaranteed to, cover the entire Orange County portion of your property tax bill (program closed and details are unavailable - reached out for more information)
- Orange County works with cities within their jurisdiction to expand the program to cover a portion of City taxes as well.
 - In FY 2024-2025, the Town of Chapel Hill provided almost \$100,000 in city property tax assistance to 132 low-income homeowners as part of the program.

Administration:

- Administered through Housing Department in collaboration with the

make a contact with them to discuss the potential program. Ms. Copelof felt that it is important for the city to go ahead and begin putting money toward the program beginning next fiscal year.

Based on input from the committee, Ms. Brewer noted components of this type of program that the committee was interested in including in a draft program for the city. She plans on bringing a draft program before the committee at an upcoming meeting.

F. Public Comment

Mr. Sankey commented that he likes the idea of this type of program and the idea of collaborating with the Sharing House.

G. Next Meeting Date

The next meeting of the committee was scheduled for August 12, 2025 at 3:45pm.

H. Adjourn

Mr. Baker made a motion to adjourn. Ms. Holder seconded the motion and the motion was adjourned at 4:58pm.

Minutes Approved: August 12, 2025



Pamela Holder, Chair, Council Member
Aaron Baker, Vice Chair, Council Member



Selena D. Coffey
Assistant to the City Manager



NOTES FROM 7/9/2025 MEETING – NO QUORUM

City Council Downtown Master Plan Committee

Wednesday, July 9, 2025 – 4:00pm

City Hall Council Chambers

Members Present: Gary Daniel, Chair Council Member
Pamela Holder, Vice Chair, Council Member
Dakota Chapman, At-Large Member
Mayor Maureen Copelof, Ex-Officio Member

Members Absent: Dee Dee Perkins, Heart of Brevard Representative
Nicole Bentley, Heart of Brevard Executive Director
Parker Platt, At-Large Member

Staff Present Wilson Hooper, City Manager
Paul Ray, Planning Director
Becky McCann, Communications Coordinator
Denise Hodsdon, City Clerk

Guests: Dave Bradley, Transylvania Times

A. Welcome & Call to Order

Chairman Daniel convened the meeting 3:00pm.

B. Certification of Quorum

A quorum could not be certified due to lack of members present.

C. Approval of Agenda

Agenda could not be approved due to lack of quorum.

D. Approval of Minutes

Minutes could not be approved due to lack of quorum.

E. Review of Downtown Master Plan

Mr. Wilson provided an abbreviated overview of the Downtown Master Plan with plans to more thoroughly review the Plan with there was a quorum of the committee available.

F. Public Comment

No public comment.

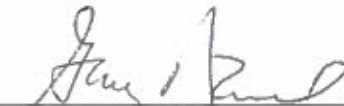
G. Set Date for Next Meeting

The next meeting date was scheduled for August 13, 2025.

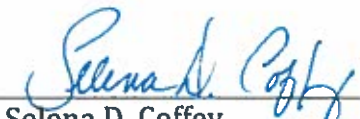
H. Adjourn

Mr. Daniel adjourned the meeting at 3:57pm.

Minutes Approved: August 13, 2025

X 

Gary Daniel, Committee Chair
Pamela Holder, Committee Vice Chair

X 

Selena D. Coffey
Assistant to the City Manager

MINUTES

City Council Parks, Trails, & Recreation Committee

Wednesday, July 16, 2025 - 3:30 PM
Mary C. Jenkins Community & Cultural Center

Members Present: Aaron Baker, Chair, Council Member
Lauren Wise, Vice Chair, Council Member
Howie Granat, Citizen Member
Reba Osborne, Citizen Member
Daniel Jesse, Citizen Member
Jackson Tate, Citizen Member

Members Present: JD Powers, Citizen Member
Mayor Maureen Copelof, Ex-Officio

Staff Present: Wilson Hooper, City Manager
Paul Ray, Planning Director
Aaron Bland, Assistant Planning Director
Wesley Shook, Public Works Director
Becky McCann, Communications Coordinator

Guests: Dave Bradley, Dean Saint Marie

A. Welcome & Call to Order

Committee Chair Aaron Baker welcomed everyone and called the meeting to order at 3:31pm.

B. Certification of Quorum

A quorum was certified by Communications Coordinator Becky McCann.

C. Approval of Agenda

Mr. Granat made a motion to approve the agenda, which was seconded by Mr. Wise. All voted in favor.

D. Approval of Minutes

Mr. Wise made a motion to approve the minutes and Mr. Jesse seconded the motion. All voted in favor.

E. Presentation by Pisgah Health Foundation

Dean Saint Marie, a board member of the Pisgah Health Foundation, was in attendance to discuss the potential to allow Conserving Carolina to take Pisgah Health's donation of eleven acres of land to the Conserving Carolina executive committee on July 28. The Pisgah Health board also approved a contribution of \$4,000 to help with closing costs on this land. Pisgah Health provided this land to assist with continuing to build out the park and trailhead. Mr. Saint Marie shared that the vision for the land was for the city to receive the land to develop it out to fit its parks and recreation goals.

The committee expressed that they support Pisgah Health turning the land over to Conserving Carolina and then the city working with Conserving Carolina to create a vision for a park in that area in the future and potential for future grant funding.

F. Updates

1. Bracken Trail/Climbing Trail Loop Follow-up

Mr. Hooper shared that the funds available from the city for this project is the remainder of TDA's \$50,000 gift that they gave when the city made the purchase and \$30,000 was dedicated to the purchase and the remainder of \$19,999 was intended for trail enhancements and is still available. Mr. Granat stated that there were funds raised through "Bracken Fest" and these funds were used for repairs and improvements. He added that there is approximately \$12,500 left in escrow at Conserving Carolina for this project. Mr. Hooper clarified that there is only actually \$9,999 in city funds because the city fronted \$10,000 for the purchase of the property. After committee discussion, Mr. Hooper summarized that that it appears that there is approximately \$32,499 available for this project between the city and Conserving Carolina. The committee had further discussion about future potential funding and plans for the project. Mr. Granat provided an update on the trail building bids.

2. Estatoe Boardwalk Assessment Update

Mr. Hooper shared that McDonalds and Aldi have both signed informal agreements giving the city permission to build a temporary gravel travel along the raised rail bed running through their property. He noted that the city has absolved these two companies of any liability for these two new sections of the trail. He shared that The Cottages has not yet signed the same informal agreement, but they had previously dedicated the abandoned rail bed on their property for a future road. Mr. Hooper will update the committee on this final agreement when it is finalized.

Mr. Shook and Mr. Hooper shared that Public Works should having their clearing work done on these properties within only a few days. The Committee then discussed plans for shared bicycle lanes on the southside of Pinder Lane allowing

pedestrian and bike traffic. Mr. Hooper shared that the next steps will be formalize the easements with all parties.

G. Menu of Funding Choices

Mr. Hooper provided an update from last year's menu of funding choices, which provided the following information:

ESTATOE TRAIL – OUTSTANDING PROJECTS (as of July 2025)			
SECTION	Next steps	COST	NOTES
Main Street to Mary C. Jenkins Center	30% Design	\$30,000	[COMPLETED]
	ROW Acquisition	\$350,000 est.	Underway. Remaining acquisition areas and cost dependent on path determined by 30% design work. [UNFUNDED]
	100% Design	UNK	
	Construction	\$600k-\$1.7M	Est. based on 30% design. Cost depends on which option is chosen [UNFUNDED]
Tannery North	Construction	\$500,000	Full cost \$2.5M. Listed cost is city's match for Carbon Reduction Grant. \$132,000 committed; awaiting word on grant award that would cover full \$500,000 and permit us to reprogram the \$132,000. If grant is not funded, city will need to come up with \$367,000 to keep the project alive. [PARTIALLY FUNDED, ENCUMBERED]
Rosman Hwy to Country Club Road	30% Design	\$30,000	[COMPLETED]
	ROW Acquisition	UNK	Acquisition cost dependent on path determined by 30% design work
	100% Design	UNK	
	Construction	\$1.54M	Est. based on 30% design.
Rosman Hwy Crossing	100% Design	UNK	Concept approved by NCDOT after 30% design
	Construction	\$40k-\$75k est.	Specialized construction best performed by NCDOT. Reached agreement with NCDOT to perform construction in exchange for city-performed sidewalk construction on each side of the highway, which is schedule for August.
Probart Street to Bracken Parking Lot	Preliminary Design	Unknown	No work has started on this section
Gallimore Road to Hap Simpson	Preliminary Design	Unknown	No work has started on this section
R-5800 Bike/Ped Betterments	Study Options	\$12,500	Underway. McAdams reviews NCDOT's 90% design plans and

			identifies possible enhancements. Take's NCDOT's temperature on the possibility of incorporating enhancements in 100% design. [FUNDED, ENCUMBERED]
	Engineering	UNK	McAdams designs the permitted enhancements [PARTIALLY FUNDED]
	Construction	UNK, \$420k	The cost of potential enhancements like better crossing signals, relocated crosswalks, and signage is unknown. However, NCDOT has submitted that the 10 foot path will only be constructed along the path's existing alignment. If the city wishes to have 8 foot (rather than 5 foot) along the entire length of the project, it will need to contribute an additional \$420k to the project.
Boardwalk Repair/Replacement	Condition assessment		[COMPLETED]
	Design/engineering	UNK	
	Construction	\$500k-\$1.2M est.	Cost depends on which option is chosen [UNFUNDED]
Trail wayfinding signs	Purchase	\$50,000 est.	Council-initiated proposal
West Main bike lanes	Design	\$10,800	Council-initiated proposal; DMPC recommendation [FUNDED]
	Construction	UNK	
Estatoe "Deer Lake" Realignment	Design/engineering	UNK	
	ROW acquisition	\$100k-\$313k est.	Cost depends on which option is chosen [UNFUNDED]
	Construction	UNK	
NON-TRAIL OUTSTANDING PROJECTS (as of July 2025)			
Franklin Park Playground	Design	UNK	
	Purchase/const.	UNK	Recent Boys & Girls Club Playground understood to cost \$250k
Sports Complex	100% Design	\$57,900	Cost of construction drawings for bathrooms and improved parking [UNFUNDED]
	Construction	UNK	
Bracken Trail Expansion	Construction	\$70k est.	Balance of TDA gift -\$19,999-available [PARTIALLY FUNDED]
Silversteen Park Picnic Shelter	Design	\$25,000	[UNFUNDED]
	Construction	UNK	

During and after Mr. Hooper's review, committee members had discussions of the various projects, but no formal action was taken by the committee.

H. Public Comment

No public comment.

I. Set Date for Next Meeting

The next meeting was scheduled for August 20, 2025 at 3:30pm.

J. Adjourn

Ms. Osborne made a motion to adjourn, which was seconded by Mr. Granat. All voted in favor and the meeting adjourned at 5:33pm.

Approved: August 20, 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, July 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: Wilson Hooper, City Manager
Dean Luebke, Finance Director
Kelley Craig, Human Resources Director
Becky McCann, Communications Coordinator
Selena Coffey, Assistant to the City Manager

A. Welcome & Call to Order

Committee Chair Lauren Wise welcomed everyone and called the meeting to order at 11:00am.

B. Certification of Quorum

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

C. Approval of Agenda

Mr. Wise asked to add Item F to the agenda to discuss the role of permitting food trucks on city property and Mr. Hooper asked to add Item G to discuss purchases needed. Mr. Daniel made a motion to approve the agenda with the additions, and the motion was seconded by Ms. Miller. All voted in favor.

D. Approval of Minutes

Mr. Daniel moved to approve the minutes from the May meeting and Ms. Miller seconded the motion. All voted in favor.

E. Committee Appointments – ABC Board and Planning Board

Ms. Coffey referred the committee to the report provided by staff with applications for these committees/boards. The committee discussed the applications and appointments. Given that one ABC Board member had already served two terms, Mr. Daniel made a

motion to recommend that city council appoint the applicant, Thomas Carpenter for the ABC Board and Ms. Miller seconded the motion. All voted in favor.

After discussion of the Planning Board applications and appointments, Mr. Wise made a motion to recommend that city council appoint Richard Jerue to the Planning Board. The motion was seconded by Ms. Miller. All voted in favor.

F. Discussion of Permitting Food Trucks on City Property

Mr. Hooper provided context to this agenda item stating that in addition to regulatory requirements for food trucks on city property, he wanted to get the committee's input from a financial standpoint and the process the city may use in making selections allowing these trucks to lease city spaces.

Mr. Daniel shared his thoughts that he felt that food trucks being permitted near the Depot is disruptive to the intent of the property because the truck takes up four parking spaces. He felt that permitting these trucks in public spaces should only be limited to special events. The committee continued discussion on this topic.

Mr. Hooper summarized that it sounds like the committee is not interested in sending this issue forward to city council for reconsideration. The committee stated their agreement with Mr. Hooper's summary.

G. Purchase Updates

Mr. Hooper shared that he wanted to request feedback and permission on two items. The first issue was that of a multi-year service contract for the city's printers/copiers. With it being time to renegotiate this contract, staff realized that the quotes will be more than \$75,000 unless the city decreased the length of the contract from five years to three years. He shared that he was sharing this information for transparency and wanted the committee to know that staff had been negotiating with vendors in order to get a five-year contract. Mr. Hooper summarized that he was going to update council that the committee had approved an exception to the policy and therefore he would be signing the "less than \$75,000" contract with vendor with the best deal.

Ms. Miller made a motion to approve the exceptions as described and Mr. Daniel seconded the motion. All voted in favor.

The second item was regarding using the piggybacking policy for state purchasing. He stated that using Sourcewell requires getting City Council approval at a regular meeting and publish notice of intent to award the contract without bidding no less than ten days prior to the meeting. He asked the committee to provide approval to send the notice for publication now and get Council approval at the next meeting. He shared that these purchases were for a new bucket truck (old one caught fire) and the additional hydraulic components for the new truck.

Mr. Daniel made a motion to recommend that city council approve the plan to replace the bucket truck. Ms. Miller seconded the motion. All voted in favor.

H. Public Comment

Harvey Sankey asked about the printer contracts and Mr. Luebbe responded with the printer brands and vendors. He also asked about the city's contribution to The Haven, with their request at \$25,000 and the city's contribution ending up at \$5,000. Mr. Hooper explained that the city's policy was to provide 1% to non-profit organizations and this committee made the recommendation and city council approved the recommendation. Mr. Sankey asked if the Police Chief was getting a severance package. Human Resources Director Kelley Craig responded that police chiefs do not get a contract nor severance.

I. Set Date for Next Meeting

The next meeting of the committee was scheduled for August 25, 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 11:56am

Minutes Approved: August 25, 2025

X 

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

X 

Selena D. Coffey
Assistant to the City Manager



MINUTES
City Council Public Safety Committee

Monday, July 28, 2025 – 3:30pm
City Hall, Council Chambers

Members Present: Aaron Baker, Chair, Council Member
Mac Morrow, Vice Chair, Council Member
Kevin Gallo, Citizen Member
Mayor Maureen Copelof, Ex-Officio Member

Staff Present: Wilson Hooper, City Manager
David Todd, Assistant City Manager
Tom Jordan, Police Department
Mack McKeller, City Attorney
Selena Coffey, Assistant to the City Manager

A. Welcome & Call to Order

Committee Chair Aaron Baker welcomed everyone and called the meeting to order at 3:31pm.

B. Certification of Quorum

Assistant to the City Manager Selena Coffey certified that a quorum was present.

C. Approval of Agenda

Mr. Baker requested that items E and F be interchanged on the agenda. Mr. Gallo made a motion to approve the agenda with this amendment. Mr. Baker seconded and all voted in favor.

D. Approval of Minutes

Mr. Gallo made a motion to approve the June 23, 2025 minutes with a revision on page 3, item H, to correct the speed limit from 25 mph to 20 mph on Main Street. Mr. Gallo made a motion to approve this revision, and it was seconded by Mr. Baker, with all voting in favor.

E. Update on Hemp/Vape Shops Regulations

Mr. Hooper summarized the committee has asked staff to complete the following three tasks, 1) Monitor legislation in Raliegh to determine if the State is updating legislation regarding hemp and vape shops, 2) Build a map that shows what 500 foot

and 1,500 foot buffering around the shops in question, and 3) report on enforcement of local legislation on hemp and vape shops.

Mr. McKeller shared that there has been no movement in Raleigh at the State level regarding hemp and vape sales and he didn't feel that there are any immediate prospects in this regard. He noted that anything that State law enacts will preempt what the city may do in the future.

Mr. McKeller also offered to respond to questions regarding the extent of the city's police powers to enforce buffers around vape and hemp shops. The committee continued their discussion of the buffer zones around schools and daycares and the City of Hendersonville's ordinance. After much discussion, Mr. Hooper summarized that the city would develop a draft ordinance that is rationally tied to the accessibility of the hemp/vape stores based on locations of parks, schools, daycares and after school facilities. After lengthy conversation on the topic, staff agreed to bring back a draft of an ordinance like the City of Hendersonville's.

F. Quarterly Fire Report

The following quarterly fire department report below had been distributed previously distributed, and the committee briefly discussed the incidents in the report.

BREVARD FIRE DEPARTMENT
QUARTERLY REPORT

2nd Quarter 2025		
Date	Location	Details
4/8/2025	765 Old Hendersonville Highway	Bicycle struck by vehicle, minor injuries
4/18/2025	185 Old Hendersonville Highway	Car vs pedestrian, minor injury
5/29/2025	22 Fisher Road	Bicycle crash, possible broken leg
6/17/2025	Probnrt Fxt/N Broad	Car vs bicycle, 15 year old, broken wrist
6/29/2025	Plagah Highway/Dolly's	Car vs bicycle, 10 yo minor injury

G. Update on Responses to Recent Pedestrian/Vehicle Crashes

Mr. Hooper provided an update on recent pedestrian and vehicles crashes. He shared that the city has responded to these by installing additional signage and the city will be repainting the crossbars to prevent future incidents.

H. Update on Traffic Calming Measures

Mr. Hooper, with additional comments from Mr. Todd presented the traffic calming projects included within attachment A. Committee members asked clarifying

questions and comments on certain items within the presentation but agreed with staff's approach on these items.

[See attachment A]

Committee members expressed their interest in the city moving forward with painting the crosswalk on Probart and Broad Streets. They also requested that staff evaluate the feasibility of making eastbound Probart Street one-way.

I. Public Comment

Ms. Drew Dean requested that the city take action to curb homelessness, specifically those homeless near her business with concerns of safety. Mr. Jordan responded that there had been no actionable incidents of homeless people in that area.

Mr. Sankey also commented that the city should be doing more regarding the homeless population in the city. Committee members reiterated that the actions the city is taking regarding affordable housing is an effort to help these homeless folks to have the opportunity for housing.

J. Set Date for Next Meeting – August 25, 2025 at 3:30pm

The next meeting was scheduled for Monday, August 25, 2025, at 3:30pm in City Council chambers.

K. Adjourn

There being no further business, Mr. Gallo made the motion to adjourn, which was seconded by Mr. Morrow. The vote carried and the meeting was adjourned at 5:58pm.

Minutes Approved: August 25, 2025

X 

Aaron Baker, Chair, Council Member or
Mac Morrow, Vice Chair, Council Member

X 

Selena D. Coffey
Assistant to the City Manager

Traffic Calming and Safety Project Status				
IDENTIFIER	PROJECT	DESCRIPTION	STATUS	NOTE
1	W. Probert/Railroad intersection improvements	More stop signs/stop bar slightly east to provide more space for traffic collection; increase SB curb radius to ease turning movements onto WB Probert	Scheduled for construction in ???	Mayor's List
2	Railroad/Mc Clellan path crossing improvement	Replace one-sided RFBs with two-sided; create ADA accessible "landing pads" on both sides of crosswalk	In committee?	
3	Railroad Avenue parking	Public hearing B/A for code changes prohibiting on-street parking along Railroad	At Council	
4	E. Probert crossing at Broad St.	Enhanced signage to warn motorists of pedestrians	Scheduled for installation	Mayor's List. Open question in comm. about whether repainting the pedestrian crosswalk is worth pursuing despite sign line concern
5	Estate boardwalk repair Section 1, behind Mc Donalds	Repair/replace/reconfigure boardwalk sections of Estate Trail.	Under discussion	PIR comm. has agreed that this should be staff focus for the year to come
6	Estate boardwalk repair Section 2, behind Aldi	Repair/replace/reconfigure boardwalk sections of Estate Trail.	Under discussion	PIR comm. has agreed that this should be staff focus for the year to come
7	Estate temporary trail	Gravel path along old railroad	Construction paused while accommodations for neighbors are explored	
8	Carolina Ave. traffic calming	Possible traffic calming measures on Carolina Ave. north of intersection with Shipman	Data collected; options under discussion at TCWT; public meeting tent. for Sept.	Mayor's List
9	Four-way stop near Silverstein Park	Add stop sign at Mills Ave. to create four-way stop near Silverstein Park	Concept endorsed by comm.; public meeting tent. for Sept.	
10	Oaklawn/Main St. four-way stop	Add stop signs/stop bars on Main St. to create four-way stop	Added to traffic schedule; dimensions still being calculated at TCWT	Mayor's List
11	Oaklawn/Carver four-way stop	Add stop sign at EB Carver to create four-way stop	Added to traffic schedule; dimensions still being calculated at TCWT	Mayor's List
12	Park Ave. traffic calming	Constituent request for consideration	Data collection underway	
13	Pegah Church dr. traffic calming	Constituent request for consideration	Data collection scheduled	
14	Fisher Rd. traffic calming	Constituent request for consideration	Data collected; options under discussion at TCWT	State rd., TC measures must be approved by NCDOT
15	Add Speed Bumps to Oakdale, near 228	Constituent request for consideration	Data collection scheduled	
16	Flashing Yellowlight and enhanced crosswalk. Highschool to dirt parking lot across Country Club Road. Consider addition of speed bumps or rumble strips	Constituent request for consideration	Concept shared with NCDOT	
17	Crosswalk indicators not working, French Broad/Calowell	Constituent request for consideration	Shared with NCDOT	
18	Crosswalk indicators not working, French Broad/Broad	Constituent request for consideration	Shared with NCDOT	
19	Crosswalk indicators not working, Main/Calowell	Constituent request for consideration	Shared with NCDOT	NCDOT
20	Bicycle Accident Barclay Road due to ignored Road Closure Baricades	Constituent request for consideration	In Progress but also outside of City Limits	NCDOT - Estimated Completion by 10/1/25
21	Reflective Tape on Benches at Jordan Street Bump Out	Constituent request for consideration	Under discussion	

22	Can speed be reduced on shared bike lanes of French Broad	Constituent request for consideration		Under discussion	NCDOT road
23	Can Morgan Street be made a bike boulevard	Constituent request for consideration		Under discussion	
24	Can the Bike Ped Plan be reviewed for safety concerns and address those on a higher priority	Constituent request for consideration		Under discussion	
25	Can we review the number of light changes per crosswalk crossing at 276 Elm Park View at school crossing	Constituent request for consideration		Shared with NCDOT??	
26	Ecusta Road signage warning of upcoming trail crossings	Constituent request for consideration		Shared with NCDOT??	Mayor's List
27	Secondary egress from Cherry St area	Constituent request for consideration		In Progress, waiting on proposal from designer. Field visits have occurred.	Mayor's List
28	Trail crossing signs and better marking by Pisgah Heights	Constituent request for consideration			Mayor's list, this may be a repeat
29	Deerlake Road sidewalk extension	Constituent request for consideration		Cost estimated by Public Works to be \$20k for materials, work could be done in house as time allows, double cost if contracted.	Mayor's List
30	Better trail marking/safety improvements by Deerlake Rd/AVL Highway (also Jackson Ct.)	No right turns on red at trail crossings; enhanced signage; green lane painting denoting bike lanes, etc		Concepts shared with NCDOT	Mayor's List
31	Apple Tree St. lane markings	Constituent request for consideration		Under discussion at TCMT	
32	Enhanced "Joke Brake" signs	Larger/more legible "Joke Brake" signs at better/more locations		Approved by NCDOT; signs ordered	
1	RESOLVED OR COMPLETED ITEMS				
2	Jackson Hill Line Painting	Constituent request for consideration		Completed	NCDOT
	Line Painting in front of Ingles	Constituent request for consideration		Completed	NCDOT

MINUTES
BREVARD ABC BOARD
July 24, 2025

The Brevard ABC Board met for their monthly meeting at 10:00 AM on July 24, 2025. The meeting was held in the conference room of Store #1 at 350A North Broad Street. The following were in attendance:

Board Members: Lisa Conner
Ron Brewer
Frank Pearsall
Paula McKeller
Absent: Susan Miller

Staff: Jackie Jarvis, General Manager
Paxton McAbee, Assistant 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 Ms. Miller and further certified a quorum present. There was no conflict of interest or appearance of a conflict of interest expressed by any Board Member on any agenda item pursuant to G.S.18B-201.

Approval of Agenda

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

Approval of Minutes

A motion was made by Mr. Pearsall, seconded by Mr. Brewer and unanimously passed the Minutes of June 26, 2025 were approved as presented.

Manager's Report

Manager Jarvis reported revenues were up over \$4,000 from this time last year.

Ms. Jarvis provided information on the lease agreement with the Pisgah Forest Store. Ingles has increased the monthly rent by \$759.00 per month without prior notice. A representative of Ingles advised when the BI-Lo property was purchased by Ingles the ABC Store lease was honored for the term stated in the lease agreement. When the lease expired it was renewed by Ingles without notice. Ms. Jarvis requested a copy of the new lease as the ABC Board has not signed any new lease agreement with Ingles and were not notified in advance of the rent increase. Ms. Jarvis stated she requested a copy of the lease last month but has not received anything from them to date. Following discussion, Ms. Conner agreed to send an email to Ingles (copying all Board Members) requesting a copy of the lease which Ingles stated was renewed.

Purchase of New Truck

Ms. Jarvis reported they are ready to purchase the truck for the ABC Store deliveries. The cost of the truck from Ken Wilson Ford in Canton, fully loaded and including tax, title, etc. is \$72,385.75. Board Chair Conner, Manager Jarvis and store employee David will visit Ken Wilson Ford and inspect the truck. Motion by Mr. Pearsall, seconded by Mr. Brewer and passed, the purchase of the vehicle was approved as budgeted and the price is not to exceed the budgeted amount.

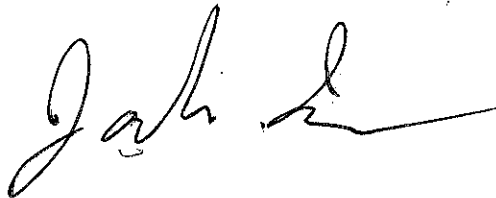
Adjourn

Motion by Mr. Pearsall, seconded by Mr. Brewer and unanimously passed, the meeting adjourned at 10:33 AM.

Minutes approved: _____

Lisa Conner, Chair

Glenda Sansosti, Acting Secretary



The next meeting is August 28, 2025 at 10:00 AM.

STAFF REPORT

City Council, Monday, September 15, 2025

Title: Approval of Stormwater Master Plan Proposal

Speaker: David Todd, Assistant City Manager

Prepared by: David Todd, Assistant City Manager

Approved by: Wilson Hooper, City Manager

Background

The last Stormwater Master Plan conducted by the City was performed in 2007 by McGill Associates. The 2007 plan, which is now 18 years old, focused largely on 3 water sheds, Norton Creek, Jumping Branch, and Lamb Creek. Recently, the City completed a 2024 Asset Inventory and Assessment "Phase 1" of a majority of all City owned/maintained stormwater infrastructure.

The City is now interested in developing a comprehensive Stormwater Master Plan (SWMP). The development of the SWMP will include, but is not limited to the following; evaluate areas where stormwater systems, both man-made and natural, are deficient, identify and prioritize system improvements, develop a standard priority rating system for stormwater capital projects, conduct watershed assessments and stormwater modeling, identify opportunities for system retrofits using traditional and green infrastructure, evaluate stream and wetland restoration opportunities, and identify hazard mitigation projects. Identified projects will be developed and ranked in order of highest priority based on factors including condition, criticality of failure, likelihood of failure, potential to help alleviate flooding, possible water quality improvements, and benefit to the community (including priority for underserved communities). The SWMP will include cost estimates for each identified project. The SWMP will compare the cost of these projects to the City's stormwater budget and define an implementation schedule for the defined projects. The SWMP will provide the City with a 10-year Stormwater Capital Improvement Plan to implement high priority stormwater projects in a systematic and cost-effective manner.

The SWMP will also be used as a tool to find and secure available State, Federal and private funds to help implement identified stormwater projects.

Following a qualifications-based selection process and in keeping with the NC Mini Brooks Law, the Public Works and Utilities Committee (PWUC) recommended, and Council approved, moving forward with negotiations with McAdams to define a scope and cost of work for the Stormwater Master Plan.

Discussion

Initially McAdams presented a scope of work without costs and suggested a Due Diligence effort to help further refine the cost before submitting a fully costed proposal. After review and discussion by the PWUC a fully costed proposal was requested. The initial proposal was very intensive in scope and detail and proposed an initial fee in excess of \$600k. After further discussion by the PWUC a decision was made to move forward with

the Due Diligence effort to help refine the scope of work and potentially lower the cost. Following the Due Diligence effort, McAdams provided a revised proposal with potential reductions in fee, by removing additional scope, that ranged from approximately \$350k to \$450k.

Additional discussions within the PWUC followed based on an expected stormwater fee of collection of approximately \$200k annually. Given this annual budget limitation, negotiations continued with McAdams to seek an approach that worked within our budget and yet maintained the desired scope. These discussions resulted in a 3 phased approach, with the 3rd Phase being a future phase. Phases 1 & 2 are designed to have work completed and billed in a manner that is compatible with our budget. Given the phased approach and reduced fee and scope of work, the PWUC agreed to recommend moving forward with a scope of work as defined by the McAdams proposal in 2 phases for a total cost of \$435,000 plus the \$15,000 Due Diligence effort.

The phased approach in summary;

Phase 1 - Identifies and defines our stormwater assets and issues including estimated repair/improvement cost and updates to our UDO, \$297,000

Phase 2 - Develops preliminary plans to help further refine cost estimates, identifies potential grants or other funding sources for the issues identified in Phase 1, completes an ERU Analysis, and updates our stormwater infrastructure operation and maintenance plan, \$138,000.

FUTURE Phase 3 – Implements recommended changes to our stormwater systems, budget unknown at this time.

Fiscal Impact

To date the City has spent \$15k for the due diligence effort. Phase 1 will cost \$297,000, Phase 2 will cost \$138,000. The total project cost for McAdams design work for the updated Stormwater Master Plan will be \$450,000.

Approximately \$200,000 will be funded by FY 25-26 Stormwater Fees

Approximately \$200,000 will be funded by FY 26-27 Stormwater Fees

Approximately \$50,000 of which will be funded by other cash on hand.

Action

The PWUC recommends moving forward with a scope of work and cost as defined by the McAdams proposal in a 2 phased approach.

The PWUC requests City Council's approval of the attached Resolution declaring McAdams as the Engineer of Record for the 2025 Stormwater Master Plan and Authorizing Acceptance of their Proposal.

Attachments:

1. Designer Agreement McAdams Stormwater Master Plan Combined (PENDING LEGAL REVIEW)
2. Resolution Declaring Engineer of Record for the 2025 Stormwater Master Plan

CITY OF BREVARD
STANDARD FORM OF AGREEMENT
BETWEEN CITY AND DESIGNER

CAPITAL PROJECTS OVER \$250,000

This **AGREEMENT** is made this 15th day of September in the year Two Thousand Twenty Five between the City of Brevard hereinafter called the City, and McAdams of Raleigh, NC hereinafter called the Designer.

WITNESSETH, that whereas the City intends to construct a project with a scope consisting of: City of Brevard Stormwater Master Plan hereinafter called the Project for which the following has been budgeted:

- a. Citywide Stormwater Master Plan consisting of Phase 1 and Phase 2 \$ 435,000
- b. Phase 1 \$297,000 of which a maximum of \$200,000 will be billed in FY 25-26
- c. Phase 2 \$138,000
- d. _____

Total Project Budget: \$ 435,000

The Total Project Construction Cost is not to exceed N/A
(\$ N/A)

The Total Contingency Reserve is N/A (\$ N/A)

The Project Design Fee is Four Hundred and Thirty-Five Thousand Dollars (\$ 435,000)

NOTE: See Article 14

NOW, THEREFORE, the City and the Designer, for the consideration hereinafter set forth, agree as follows:

- A. The Designer shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- B. The City shall compensate the Designer, in accordance with the Terms and Conditions of this Agreement, as follows:
 - (1) For the Designer's, as described and defined in Article 1 hereinafter, a Lump Sum of four hundred and thirty five thousand dollars (\$435,000) is authorized.
 - (2) For the Designer's **ADDITIONAL SERVICES**, these will be billed as described in the Designer's attached proposal.
 - (3) The times and further conditions of payment shall be as described in Article 7, PAYMENT TO THE DESIGNER.
- C. The Designer agrees to begin work on the Project promptly upon receipt of his fully executed copy of this Agreement, and to pursue his work in accordance with the following schedule:

DESIGNER'S PRODUCTION SCHEDULE

PHASE	DATE
Phase 1	7/1/2025
Phase 2	12/31/2026

TERMS AND CONDITIONS OF THE AGREEMENT

Art. 1 Basic Services of the Designer	4
Art. 2 Additional Services of the Designer	4
Art. 3. N/A	
Art. 4 N/A	
Art. 5 Limitations of Project Cost and Project Scope	4
Art. 6 Reproduction Expenses	5
Art. 7 Payments to the Designer	5
Art. 8 Accounting Records of the Designer	5
Art. 9 City ownership of Plans and Specifications.....	6
Art. 10 Termination of Agreement.....	6
Art. 11 Successors and Assigns.....	6
Art. 12 Extent of Agreement	6
Art. 13 Professional Designers	7
Art. 14 Supplemental Agreement (if applicable)	8

**ARTICLE 1
BASIC SERVICES OF THE DESIGNER**

Basic Services

- 1-1 The Designer shall provide the deliverables and scope of work as described in **Attachment A**, which is the Proposal from Mc Adams dated September 4th, 2025. The "Proposal" includes; the Proposal (Description of work with associated fees), Hourly Rate Schedule, Collection Schedule, and McAdams Terms and Conditions – NC.

**ARTICLE 2
ADDITIONAL SERVICES OF THE Designer**

- 2-1 In the event the City, requests in writing that the Designer perform services over, above and beyond the basic services, then the Designer may be paid for such additional services as herein before provided. Additional services, for which additional compensation may be allowed, are as described hereinafter.
- (a) Revising previously approved design development or working drawings or specifications to accomplish changes ordered by the City, except where required to get the cost within the total project budget;
 - (b) Preparing drawings and specifications for alternate bids for work beyond the scope of that originally contemplated in this agreement; (When alternates are used to assure keeping project within the total project budget, no additional fee shall apply.)
 - (c) Arranging for the work to proceed should the contractor default due to delinquency or insolvency;
 - (d) Providing contract administration and inspection of construction should the construction contract time be extended due to no fault of the Designer;
 - (e) Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts.
 - (f) Other services as may be required will be negotiated.

**ARTICLE 5
LIMITATIONS OF PROJECT COST AND PROJECT SCOPE**

Total Project Cost

- 5-1 The total project cost as indicated in the body of Page 1 of this agreement shall include all costs and expenses for which the Designer is responsible, including the design fee. The contingency fund noted on Page 1 shall be reserved at the time of award of construction contracts.

Scope of Project

- 5-5 The proposed scope of the project is indicated on Page 1 of this agreement. The Designer will be permitted to reduce the scope of the project, within reasonable limits approved by City, if

such reduction is deemed necessary in order to not exceed the total project cost as set forth in the body of Page 1 of this agreement.

- 5-6 The total project cost is the primary control criteria and limitation; the scope of the project is secondary to project cost.

ARTICLE 6 REPRODUCTION EXPENSES

- 6-1 The Designer shall be required to furnish up to 30 sets of complete, approved final plans and specifications for the project. For sets required in excess of the above mentioned number, the Designer will be paid the actual cost of reproduction. A list of plan deposits not returned to the contractors shall be furnished to the City. These deposits, as set forth in Notice to Bidders, shall be credited to the City.

ARTICLE 7 PAYMENTS TO THE DESIGNER

- 7-1 Owner will pay Designer for services and expenses in accordance with periodic invoices to Owner and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Owner. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding Designer's services and invoices, Owner agrees to notify Designer, in writing / email, of any questions or concerns Owner may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If Owner fails to provide such notice to Designer, Owner waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If Owner fails to make payment to Designer within 30 days after the invoice date, Designer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, Designer may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees

- 7-2 Payments for additional services of the Designer, as defined in Article 2, shall be made at the time of the next payment due under schedule of payments for basic services above.

ARTICLE 8 ACCOUNTING RECORDS OF THE DESIGNER

- 8-1 Records of the Designer's personnel, Designers, additional services and reimbursable expenses pertaining to the project, and records of accounts between the City and the contractors, shall be kept on a generally recognized account basis, and all such records shall be available to the City or his authorized representative at mutually convenient times.

**ARTICLE 9
CITYSHIP OF PLANS AND SPECIFICATIONS**

- 9-1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the City of Brevard, North Carolina and may be used on any other design or construction without additional compensation to the Designer. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project as set forth in the body on Page 1 of this agreement, shall be at the full risk of such person or entity and the Designer shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use. All drawings are to be provided in both (.dwg) and (.pdf) formats. Specifications and other project documents are to be provided in a Microsoft Word editable format and as (.pdf)s

**ARTICLE 10
TERMINATION OF AGREEMENT**

- 10-1 The City may terminate this agreement for any reason upon ten (10) calendar days written notice (delivered by certified mail, return receipt requested).
- 10-2 This agreement may be terminated by either party upon seven (7) calendar days written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other.
- 10-3 In event of termination, the Designer shall receive payment for services rendered prior to the receipt of written termination notice from the City. If termination results from abandonment or suspension of the project, then the Designer will receive termination expenses in the amount of five percent (5%) of the above due payment. If termination results from non-performance of work, then the Designer will not receive termination expenses. Any work done by the Designer prior to termination shall become the property of the City.
- 10-4 For the purpose of evaluating services rendered to termination, the following shall apply:
- (a) Preliminary Design Phase 37%
 - (b) Existing Conditions Analysis..... 17%
 - (c) Engineering Concept + Design Plans..... 30%
 - (d) Program + Policy Requirements 16%

**ARTICLE 11
SUCCESSORS AND ASSIGNS**

- 11-1 The City and the Designer each binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this agreement. Neither the City nor the Designer shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

**ARTICLE 12
EXTENT OF AGREEMENT**

- 12-1 This agreement represents the entire and integrated agreement between the City and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written consent.

ARTICLE 13
PROFESSIONAL DESIGNERS

- 13-1 The Designer agrees to contract with the following Designers for specialized portions of the work. Each such Designer shall be required to comply with the conditions of this agreement to the same extent as the Designer. S&ME, Inc. and Equinox Environmental Consultation & Design, Inc.

Pipe Cleaning / CCTV + Traffic Control

Environmental Regulations

S&ME, INC.
(Firm)

Equinox Environmental Consultation & Design, Inc.
(Firm)

44 Buck Shoals Rd, Suite 603 Arden, NC 28704
(Address)

14 O Henry Ave, Suite 206 Ste 206, Asheville, NC 28801
(Address)

ARTICLE 14
SUPPLEMENTAL AGREEMENT

14-1 Insurance Requirements:

The work under this agreement shall not commence until the designer has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured for its interest on all policies of insurance except Worker's Compensation as regards ongoing operations, products and completed operations and this shall be noted on the face of the Certificate of Insurance. Certificates for all such policies shall be provided by the Firms' insurance agent or broker to City within 15 (fifteen) working days from the date of award. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates. Firms agree to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in North Carolina for the following insurance policies:

Worker's Compensation – State of North Carolina Statutory
Employers Liability – \$500k/\$500k

Automobile Liability
\$ 5,000,000 Per Accident - Combined Single Limit
Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired.

Commercial General Liability
\$ 5,000,000 Per Occurrence
(Including products and completed operations liability)

Or \$1,000,000 on each of the above policies and a \$4,000,000 Umbrella Policy

Errors and Omissions Liability
\$5,000,000

a. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Designer.

b. Proof of Coverage

The designer shall furnish the City with satisfactory proof of coverage of the insurance required before written approval is granted by the City in the form of a Certificate of Insurance with the City of Brevard listed as additional insured.

The lump sum fee shown on page 1 includes the total fee charges for the total project authorization of \$435,000.00.

IN WITNESS WHEREOF the City and the Designer have executed this Agreement, the day and year first above written.

Witness:

Designer

By:

Date:

Witness:

City, City of Brevard

By:

Date:



2100 South Tryon Street
Suite 400
Charlotte, NC 28203
704. 527. 0800

CYB25002.02

September 4, 2025

David Todd
Assistant City Manager
City of Brevard
95 West Main Street
Brevard, North Carolina 28712

**RE: City of Brevard 2025 Stormwater Master Plan
Brevard, North Carolina
CYB25002.02**

Dear David,

We are pleased to offer this proposal for the development of a Citywide Stormwater Master Plan for Brevard, North Carolina. Outlined below is our understanding of this project and the detailed tasks associated with our overall project effort. This project will be completed in two (2) phases spanning over two (2) fiscal years. Phase 1 will be completed in fiscal year 2026 (July 2025–June 2026) and Phase 2 will be completed in fiscal year 2027 (July 2026–June 2027).

Project Understanding

Proposed Scope and Project Areas

The City of Brevard is initiating a comprehensive Stormwater Master Plan to evaluate its existing drainage infrastructure, identify system deficiencies, and develop a long-term strategy for reinvestment and resiliency. With increased development pressure and aging infrastructure, a data-driven, forward-looking approach is critical to support the City's goals. Through the completed due diligence process, McAdams will analyze ten (10) hot spot areas throughout the City limits of Brevard. This scope of work includes all tasks in the City of Brevard 2007 Stormwater Master Plan plus a Stormwater Infrastructure O&M Plan. Our approach integrates technical analysis, field data collection, system modeling, and strategic planning to create a plan that is both actionable and tailored to Brevard's unique needs.

Phase 1 scope of work involves identification of Projects and includes Project Management + Administration, Pipe Cleaning / CCTV + Traffic Control, Field Data Collection, Geodatabase Management + Dashboard Creation, Analysis of Existing Stormwater Systems, CIP Prioritization Development + Implementation, development of a Stormwater Assessment Report, and a UDO Update.

Phase 2 scope of work involves Schematic Design and Identification of Funding for the identified projects through analysis of the hotspot areas. These tasks include Project Management + Administration, Environmental Regulations, Preliminary Plans + Alternatives, development of a Stormwater Infrastructure O&M Plan, Identification of Funding Opportunities, and a Stormwater ERU Analysis.

The following pages outline our detailed approach to each task and demonstrate McAdams' commitment to delivering a robust, practical, and sustainable Stormwater Master Plan for the City of Brevard.

Assumptions

This proposal is based on the following assumptions:

- I Any public notifications will be coordinated through City of Brevard;
- I This project will be focused primarily on closed conveyance stormwater systems, with high level hydraulic analyses and flooding assessments for open systems;
- I Traffic control for pipe inspection work will be conducted by McAdams and its subconsultants. Additional traffic control support may be provided by the City of Brevard (McAdams will notify the City at least 48 hours in advance of any needs);
- I This project includes inspections for City-owned systems, from collection point to open discharge point within a City-dedicated easement or maintenance area. It also includes privately owned / maintained systems, NCDOT systems, and other infrastructure outside the jurisdiction of the City of Brevard per City guidance;
- I This effort is intended to include inventory collection for all remaining stormwater pipes and structures within the City limits, not previously collected as part of other project efforts; pipe and structural assessments will be for selected systems as determined most appropriate by McAdams and the City of Brevard. These determinations will be conducted in coordination with the Project Team prior to field work commencing and may be modified as work progresses through each phase;
- I The City of Brevard will provide stormwater infrastructure as-built information and inventory data for any recent or 'new' development within the City that may exist; and
- I Opinions of Probable Construction Costs (OPCCs) will be high level, budgetary estimates for planning purposes, based upon best available data and appropriate engineering judgement for each project area. Detailed survey data, subsurface utility exploration information, geotechnical investigations, etc., may be required later to refine costs and obtain bid-level estimates.

Proposed Services + Fees

We propose the following services in two (2) Phases (alphanumeric task numbers are for internal coding purposes):

Phase 1

Due Diligence + Preliminary Design Phase

A4.10 PROJECT MANAGEMENT + ADMINISTRATION (PHASE 1):

FEE:	\$16,990 (lump sum)
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- I Project work plan development + kickoff meeting with City of Brevard staff, including identifying and prioritizing work areas;
- I Periodic project updates and status reports;
- I General project management and administration throughout duration of contract;
- I Up to two (2) meetings (either in person or virtual) with City Staff to discuss progress, updates, and for planning purposes, including at least one meeting to discuss prioritization design criteria for infrastructure;
- I Up to one (1) public informational meeting / presentation with City stakeholders, including any committee or council meetings as directed by the City; and
- I One (1) final presentation meeting to City staff associated with the draft Stormwater Assessment Report and product deliverables.

L4.12 PIPE CLEANING / CCTV + TRAFFIC CONTROL (PHASE 1):

FEE: Not to Exceed \$96,800 without prior written approval

Work under this phase will include several components of the inspections process, including 100 hours with a two-man crew (200 man-hours total), or approximately 12.5 days of CCTV work; 5 days of heavy pipe cleaning and use of a vacuum truck; and 2 days of subcontracted traffic control. See below breakout of tasks to be completed as a part of this scope:

CLOSED CIRCUIT TELEVISION (CCTV) INSPECTIONS AND DOCUMENTATION:

FEE: \$72,500 (not to exceed, approximately 12.5 days of CCTV work + Engineering Desktop Analysis)

The purpose will be to explore dimensions, alignment, and potential distresses of the storm drainage pipes along the requested pipe sections to help evaluate the existing conditions of the storm drainage system:

- I CCTV video documentation using a two-person crew. The pipe CCTV video documentation will be conducted during daytime (typically between 8am to 6pm). The CCTV video documentation will include location IDs, direction of travel, and a linear footage counter.

Limitations of CCTV Services

- I CCTV operators can only remotely video document what is safely accessible. Some pipes may contain a clog. CCTV operators will take care in not passing or traversing obstacles / debris that we do not feel we can safely advance or retreat from;
- I The CCTV remote operated vehicle can traverse a minimum pipe size of 8 inches up to a maximum of 96 inches in diameter;
- I To avoid loss of equipment, CCTV operators cannot cross obstacles such as debris and large defects in the pipeline. If an obstruction is found, CCTV operators will attempt to traverse the pipe from the opposite direction to capture the remaining pipeline data; and
- I If required, a pipe cleaning contractor shall remove debris to allow access to the pipe for video documentation (this is described in Pipe Cleaning / Vacuum Truck below).

A report summarizing the results of our CCTV video documentation will be prepared. The videos and data will be reviewed and transmitted to the Client via an external flash drive (mailed or hand delivered to the Client). The report will include the following:

- I The extent of existing storm drainage system explored;
- I A description of misalignments and potential distresses of the storm drainage pipe, if observed;
- I A description of obstacles encountered, such as debris and visible defects in the pipelines; and
- I Opinion regarding the operating condition of the stormwater system documented.

PIPE CLEANING / VACUUM TRUCK:

FEE: \$18,800 (not to exceed, assumes 40 hours @ \$470 / hour)

- | Process involves hydro-vac suction of material from drains and lines as well as high-pressure jetting of storm systems. We note that severe blockages with tree parts, concrete, rubble, etc., may not be able to be practically removed with these methods; and
- | Up to 5 days of subcontracted heavy pipe cleaning and use of a vacuum truck for the purposes of this proposal. The budget assumes the City will allow the materials collected to be disposed of on City property in Brevard. If disposal of the materials outside of Brevard is required, additional charges will be incurred.

TRAFFIC CONTROL:

FEE: \$5,500 (not to exceed, assumes 2 days @ \$2,750 / day)

- | Use of traffic control as needed to access structures or provide cleaning / vacuum truck work;
- | The traffic control will provide lane closures, proper signage, qualified flaggers, etc. as necessary to help facilitate CCTV work safely; and
- | Up to 2 days of subcontracted traffic control services for the purposes of this proposal.

A4.20 FIELD DATA COLLECTION (PHASE 1):

FEE: \$36,170 (lump sum)

Work under this task includes time for field walks to verify storm system connectivity and additional pole camera and asset inspections within priority areas, and will include the following:

- | Initial field walks to verify and confirm system connectivity and limits;
- | All field work support associated with pipe, structure, and outfall inspections (including site visits and any support during pipe cleaning and inspection work), plus additional pole camera inspections as determined appropriate; and
- | Asset locations and verification as necessary or required for basemapping updates.

Existing Conditions Analysis

A4.30 GEODATABASE MANAGEMENT + DASHBOARD CREATION (PHASE 1):

FEE: \$17,450 (lump sum)

McAdams will update the City's stormwater GIS inventory and integrate it into a project dashboard where information on the City's drainage system will be updated based on inspection results and problem identification. This work will include:

- | Data assembly and geodatabase development and maintenance;
- | GIS Dashboard creation, including real-time updates during data collection and formatting based on feedback with City staff; and
- | Ongoing maintenance throughout the life cycle of the Stormwater Master Plan study.

A4.40 ANALYSIS OF EXISTING STORMWATER SYSTEMS (PHASE 1):

FEE: \$49,435 (lump sum)

For this task, McAdams will provide the following scope of services:

- | Hydrologic and Hydraulic modeling software(s) will be used to analyze existing storm drainage systems within the project area, including both closed conduit and open channel systems. For the majority of the H+H modeling, McAdams will primarily utilize PC-SWMM to prepare an analysis of integrated systems across the City;
- | Up to ten (10) identified areas will be analyzed as a part of this task in collaboration with City of Brevard;
- | For each drainage system, McAdams will determine peak flow rates, provided levels of service, and preliminary sizing of pipes and drainageways to meet intended level of service and / or drainage improvements for problem areas;
- | McAdams will evaluate 2-, 10-, 25-, and 100-year, 24-hour SCS Type II rainfall distribution events as part of our modeling efforts. Rainfall depths will be based on NOAA Atlas 14 data;
- | Field survey data and drainage basin maps will be used to develop the hydrologic models. Connectivity will be verified, and model calibrated through additional field work and engineering analysis; and
- | Utilize hydrologic models to verify infrastructure capacities, flood prone areas, and identify system deficiencies and critical assets.

Engineering Concept + Design Plans**A4.50 CIP PRIORITIZATION DEVELOPMENT + IMPLEMENTATION (PHASE 1):**

FEE: \$38,575 (lump sum)

Based on the results of the above investigations and analyses, McAdams will perform the following tasks and prepare the following final deliverable items:

We will assess the storm drainage system to determine current condition and where immediate, remedial action may be necessary. A prioritization list relative to repairs needed based on current conditions will be provided. Based on assessment and analysis of storm drainage, McAdams will develop a detailed prioritization of capital improvement projects (CIP) for the City to utilize for budgetary planning purposes.

Deliverables:

- | Development of scoring matrix based on level of service of pipe;
- | Up to ten (10) identified areas will be analyzed as a part of this task in collaboration with City of Brevard;
- | Development of Capital Improvement Plan, including prioritization development and design criteria; and
- | Revisions and updates based on feedback from City of Brevard.

A4.53 STORMWATER ASSESSMENT REPORT (PHASE 1):

FEE: \$23,680 (lump sum)

McAdams will prepare a final Stormwater Assessment Report detailing all findings, recommendations, and prioritization of projects. This task includes the following:

- | Development of comprehensive inventory of all system components, documentation of the condition of all assets, and development of a system for future management of the assets;
- | Development of preliminary / draft version of the Stormwater Assessment report based on initial findings and review with project stakeholder staff;
- | Participate in group meetings with City personnel and project stakeholders to share and discuss draft report;
- | Development of the final Stormwater Assessment Report based on feedback and revisions discussed on the draft review; and
- | Assist with presentation of the final report and findings to City leadership and other project stakeholders.

Policy + Program Recommendations**A4.62 UDO UPDATE (PHASE 1):**

FEE: \$17,900 (lump sum)

McAdams will prepare an update to Chapter 6.6 of the Unified Development Ordinance (UDO) to clarify and streamline the existing stormwater management requirements while addressing the City's identified goals. The scope of work for this task includes:

- | A comprehensive review of Chapter 6.6 [Stormwater runoff provisions], with annotated notes for discussion prior to a meeting with City staff. The review will evaluate clarity, structure, alignment with state and federal regulations, technical accuracy, and any additional concerns raised by the City;
- | Up to two one-hour virtual meetings with the City to present McAdams' findings and gather initial feedback;
- | Development of a draft revised Chapter 6.6, incorporating underlines and strikethroughs to clearly show proposed changes, along with comments explaining the rationale behind each recommendation;
- | Up to two one-hour virtual meetings with the City to review and refine the draft based on feedback received; and
- | Preparation of the final updated version of Chapter 6.6, incorporating all approved changes.

Phase 2**Due Diligence + Preliminary Design Phase****A4.13 PROJECT MANAGEMENT + ADMINISTRATION (PHASE 2):**

FEE: \$12,230 (lump sum)

- | Project work plan development + kickoff meeting with City of Brevard staff, including identifying and prioritizing work areas;

- | Periodic project updates and status reports;
- | General project management and administration throughout duration of contract;
- | Up to two (2) meetings (either in person or virtual) with City Staff to discuss progress, updates, and for planning purposes, including at least one meeting to discuss prioritization design criteria for infrastructure;
- | Up to one (1) public informational meetings / presentations with City stakeholders, including any committee or council meetings as directed by the City; and
- | One (1) final presentation meeting to City staff associated with draft Stormwater Infrastructure O&M Plan and product deliverables.

L4.41 ENVIRONMENTAL REGULATIONS (PHASE 2):

FEE: \$ 6,650 (lump sum)

For this task, Equinox will provide the following scope of services:

- | Develop “Environmental Regulations” chapter for SWMP document, which will include, but is not limited to, the following items:
 - Watershed Characterization;
 - Surface Water Classifications, Impairments, and Special Designations;
 - Summary of changes to the Clean Water Act since the 2007 Master Plan;
 - Stormwater Ordinance Review;
 - Inventory and assessment of existing NPDES permits and requirements; and
 - Discussion of nutrient load reduction standards.

A4.51 PRELIMINARY PLANS + ALTERNATIVES (PHASE 2):

FEE: \$40,540 (lump sum)

McAdams will provide services associated with suitable alternatives for flood mitigation or necessary stormwater management within the area of interest, subject to the following:

- | Alternatives analysis and replacement recommendations should balance the replacement longevity and the cost to each community including upfront and maintenance costs. It is envisioned that alternatives will likely include the following:
 - Upgrade of culvert / drainage systems to meet established design criteria;
 - Improvements along alternative alignments to minimize construction cost and impacts to private property, transportation systems, and other existing infrastructure;
 - Non-structural floodproofing options, including alternative flood-hazard mitigation strategies;
 - Recommend potential stormwater retrofit locations and identify potential GSI retrofit opportunities to be assessed, compared, and ranked to determine the most feasible and beneficial projects for the City;
- | Up to ten (10) identified areas will be analyzed as a part of this task in collaboration with City of Brevard;
- | To the degree appropriate, future conditions hydrology will be used in development of alternatives and proposed conditions. Future conditions will be based on City / County zoning and / or comprehensive planning info;

- | Assist with the preparation of conceptual / schematic plans for additional stormwater conveyance infrastructure, or improvements to existing infrastructure, to alleviate or mitigate against future flooding in those areas with consistent flooding problems;
- | Concept level plans are proposed to be exhibits generated from GIS, and will show locations, type, sizes, and preliminary elevation information for proposed drainage infrastructure; and
- | Opinions of Probable Construction Costs (OPCC) for necessary improvements.

A4.52 STORMWATER INFRASTRUCTURE O&M PLAN (PHASE 2):

FEE: \$27,280 (lump sum)

We will assess the storm drainage system to determine current condition and where immediate, remedial action may be necessary. A prioritization list relative to repairs needed based on current conditions will be provided. From this information, McAdams will develop an optimized stormwater infrastructure and operation maintenance plan for the City of Brevard considering the full inventory of all stormwater control structures and other planned City developments. The purpose of this O&M plan will be to extend the life of the existing infrastructure and to optimize its existing operation. Other tasks include:

- | Development of a routine inspection and maintenance schedule to assure the system operates at peak efficiency;
- | Identification of any sources of illicit discharge into the drainage system and potential corrective action required; and
- | Assessment of the existing drainage system to determine areas of the existing system that require significant maintenance, repair or replacement.

Policy + Program Recommendations

A14.60 IDENTIFICATION OF FUNDING OPPORTUNITIES (PHASE 2):

FEE: \$12,400 (lump sum)

McAdams will perform a funding scan to assist the City of Brevard in identifying potential grant and loan programs, with an emphasis on Disaster recovery and emergency funding, for up to ten (10) projects and programs identified in the City's Capital Improvement Plan (CIP). The funding scan will assess the eligibility and competitiveness of the projects for various Federal, state, and private grants and loans, and provide strategies to maximize the City's chances of securing funding for these projects.

Upon completion of the CIP, McAdams will convene up to one (1) kickoff meeting with City staff and collect data on the CIP projects, including project descriptions / scopes, challenges addressed, benefits, project locations, timelines, costs, and project partners. Upon receipt of this information, McAdams will perform a review of currently active federal, state, and private grant and loan programs and evaluate the eligibility criteria and requirements of each program to determine those for which the project is eligible and may be most competitive. A project's competitiveness will be evaluated based on the project information provided in Task 1 as well as previous grant recipients, success rates, and funding trends for the funding programs evaluated. McAdams will consider the ongoing changes in the federal funding landscape (including authorized programs and funding

levels) and provide information in the scan on any identified uncertainties to assist the City in managing risk. This task will also identify opportunities to “stack” funding sources (e.g., use a state-funded grant to provide the non-Federal match for a Federal grant). A memo documenting the results of the funding scan, as well as up to one (1) PowerPoint slide to use for City Council briefing(s) shall be provided to the City upon completion. One (1) consultant staff will participate in up to two (2) City Council meetings or other stakeholder meetings at the discretion of City staff.

A4.61 STORMWATER ERU ANALYSIS (PHASE 2):

FEE: \$38,900 (lump sum)

For this phase, McAdams will advise the key policy issues and goals for the existing stormwater utility. This phase will involve the following tasks:

- I Using recent, high-quality aerial photography to estimate the built-upon area on ten percent of the City’s single-family lots to calculate the ERU for the City’s stormwater utility;
- I Applying the same aerial photography to determine the built-upon area for all commercial, institutional, industrial, and multi-family properties within the City; and
- I Calculating the total number of ERUs citywide and providing an interactive spreadsheet that enables the City to test various stormwater utility fee scenarios and project potential revenue based on the fee assessed per ERU.

Extra Services

J. ADDITIONAL SERVICES

When requested by the Client and confirmed by the Client and / or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

Project Schedule

The Firm’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project: schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm’s work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- I Notification to proceed;
- I Timely approval of deliverables presented for Client approval;

- | Timely providing of information from other professional services (architect, geotechnical engineer, etc) as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions;
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Any engineering or surveying services not specifically described above;
- | Court appearance for litigation, or preparation for the same; and
- | Revised directives from Client after work has begun.

General Conditions

- | The attached "Terms and Conditions" shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

McAdams



Max Grogan, PE | Project Manager
grogan@mcadamsco.com | 704. 527. 0800

MG/kt/lf

Acceptance

By: _____

Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

Fee Schedule

City of Brevard 2025 Stormwater Master Plan Phase 1 / Brevard, North Carolina

Task ID	Description	Fee	Fee Basis
PRELIMINARY DESIGN PHASE			
A4.10	Project Management + Administration	\$16,990	Fixed Fee
L4.12	Pipe Cleaning / CCTV + Traffic Control	\$96,800	Fixed Fee
A4.20	Field Data Collection	\$36,170	Fixed Fee
Due Diligence + Preliminary Design Phase TOTAL		\$149,960	
EXISTING CONDITIONS ANALYSIS			
A4.30	Geodatabase Management + Dashboard Creation	\$17,450	Fixed Fee
A4.40	Analysis of Existing Stormwater Systems	\$49,435	Fixed Fee
Existing Conditions Analysis TOTAL		\$66,885	
ENGINEERING CONCEPT + DESIGN PLANS			
A4.50	CIP Prioritization Development + Implementation	\$38,575	Fixed Fee
A4.53	Stormwater Assessment Report	\$23,680	Fixed Fee
Engineering Concept + Design Plans TOTAL		\$62,255	
POLICY + PROGRAM RECOMMENDATIONS			
A4.62	UDO Update	\$17,900	Fixed Fee
Policy + Program Recommendations TOTAL		\$17,900	
Phase 1 Total		\$297,000	

City of Brevard 2025 Stormwater Master Plan Phase 2/ Brevard, North Carolina

Task ID	Description	Fee	Fee Basis
DUE DILIGENCE + PRELIMINARY DESIGN PHASE			
A4.13	Project Management + Administration	\$12,230	Fixed Fee
Due Diligence + Preliminary Design Phase TOTAL		\$12,230	
EXISTING CONDITIONS ANALYSIS			
L4.41	Environmental Regulations	\$6,650	Fixed Fee
Existing Conditions Analysis TOTAL		\$6,650	
ENGINEERING CONCEPT + DESIGN PLANS			
A4.51	Preliminary Plans + Alternatives	\$40,540	Fixed Fee
A4.52	Stormwater Infrastructure O&M Plan	\$27,280	Fixed Fee
Engineering Concept + Design Plans TOTAL		\$67,820	
POLICY + PROGRAM RECOMMENDATIONS			
A14.60	Identification of Funding Opportunities	\$12,400	Fixed Fee
A4.61	Stormwater ERU Analysis	\$38,900	Fixed Fee
Policy + Program Recommendations TOTAL		\$51,300	
Phase 2 Total		\$138,000	
Current Contract Total		\$435,000	



McADAMS

Hourly Rate Schedule / 2025

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	\$290 - 400 /hour
Advisor	\$250 - 325 /hour
Director / Group Manager / Practice Lead	\$165 - 320 /hour
Technical Manager	\$140 - 250 /hour
Project Manager	\$150 - 250 /hour
Assistant Project Manager	\$120 - 200 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 205 /hour
Project Engineer	\$145 - 240 /hour
Graphics + Visualization	\$125 - 140 /hour
Designer / Analyst / Design Tech	\$110 - 180 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 120 /hour
Construction Administrator / Observer	\$115 - 225 /hour
Survey Technician	\$95 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$200 - 225 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$95 - 135 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered and state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials: _____

Date: _____



Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. **Payment:**

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:**

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. **Ownership of Instruments of Service:**

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. **Change Orders:**

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. **Site Operations:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. **Project Site:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. **Assignment and Third Parties:**

See modified contract document: attached.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. **Survival:**

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.



2100 South Tryon Street
Suite 400
Charlotte, NC 28203
704. 527. 0800

CYB25002.02

September 11, 2025

David Todd

Assistant City Manager
City of Brevard
95 West Main Street
Brevard, North Carolina 28712

**RE: Modified Terms and Conditions
City of Brevard 2025 Stormwater Master Plan
Brevard, North Carolina
CYB25002.02**

Dear David,

We are pleased to offer modified Terms + Conditions for the proposed City of Brevard 2025 Stormwater Master Plan project in Brevard, North Carolina.

Modifications to Terms + Conditions are as follows:

7. Assignment and Third Parties:

~~Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.~~

Amended:

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Engineer under this Contract shall be the sole property of the City. Such information, data, instruments, documents, studies, reports or deliverables will also be the sole property of the City and not the Engineer.

Client

Initials: _____ Date: _____

McAdams Representative

Initials: _____ Date: _____

RESOLUTION NO. 2025-XX

**RESOLUTION DECLARING MCADAMS AS THE ENGINEER OF RECORD
FOR THE 2025 STORMWATER MASTER PLAN**

WHEREAS, the City Council of Brevard, NC has determined that it is in the best interests of the City to develop an updated Stormwater Master Plan; and

WHEREAS, the development of the 2025 Stormwater Master Plan will be supervised by City staff; and

WHEREAS, following a qualifications-based selection process, negotiations by the Public Works and Utilities Committee were initiated with McAdams, the priority selected firm; and

WHEREAS, following a due diligence effort by McAdams a scope of work and associated design fee were negotiated that was in keeping with the scale of the City's Stormwater Fee collections; and

WHEREAS, the Public Works and Utilities Committee in conjunction with City staff carefully reviewed and determined a two-phased approach to developing the City's Stormwater Master Plan was in keeping with the City's budget for this effort; and

WHEREAS, the Public Works and Utilities Committee recommends McAdams be declared the Engineer of Record for the 2025 Stormwater Master Plan and that their proposal via a two-phase approach be accepted.

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

Section 1. City Council hereby approves the recommendation of McAdams as the Engineer of Record for the 2025 Stormwater Master Plan.

Section 2. The City Manager, or his designee, is authorized to execute the Design Agreement and Proposal with McAdams for the 2025 Stormwater Master Plan for \$435,000, not including the \$15,000 already encumbered Due Diligence fee.

Adopted and approved this 15th day of September 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

STAFF REPORT

City Council, Monday, September 15, 2025

Title: Adopt-a-Storm Drain Program

Speaker: David Todd, Assistant City Manager

Prepared by: David Todd, Assistant City Manager

Approved by: Wilson Hooper, City Manager

Background

At September 3, 2025 meeting, the Public Works Committee endorsed City participation in RiverLink's "Adopt-A-Drain" Program. The material below describes a similar program currently in effect in the City of Asheville and is borrowed from RiverLink's website:

"RiverLink, a nonprofit organization located in Asheville, NC that promotes the environmental and economic vitality of the French Broad River and its watershed, has partnered with the City of Asheville and local volunteers to protect water quality through an Adopt-A-Storm Drain Program. Pollution from stormwater runoff is the biggest threat to clean water in our urban streams. Stormwater is rain that flows across the landscape—rather than soaking into the ground—where it picks up pollutants before flowing into a storm drain and emptying into the nearest stream.

With funding from the Pigeon River Fund, a grant administered by the Community Foundation of Western North Carolina, this program will allow volunteers to adopt storm drains in the Central Asheville Watershed and Smith Mill Creek Watershed, in West Asheville.

The project reached its goal of 100 storm drains adopted in the Central Asheville Watershed in 2021. This year, our goal is to reach that same number in the Smith Mill Creek Watershed. Volunteers will be awarded with fun prizes for their commitment and enthusiasm each month."

The City of Brevard would like to partner with RiverLink to create a similar program that would also be fully grant funded.

The forming of this partnership and program is supported by the Brevard Sustainability Council.

Discussion

"So how does it work? Volunteers select a storm drain in a convenient location of the City or designated watershed. It could be in front of their home, business, or where they exercise regularly. By adopting a storm drain, they commit to checking the drain in between rain events and keeping it clear of litter and debris. All it takes are gloves and a trash bag. Then with a smartphone or computer, they can report debris cleaned/cleared, and conditions such as illegal dumping or flooding. In a matter of minutes, they help

protect water quality and prevent street flooding from clogged drains!"

Fiscal Impact

RiverLink proposes to use their own in house funds, or to apply for grant funding, to cover any needed cost.

There should be no real fiscal impact to the City but the program may potentially lead to a reduction in labor hours required to clear problematic storm drains.

Action

Staff request Council approve the attached resolution adopting the Public Works Committee recommendation to allow staff to develop a partnership with Riverlink to develop an Adopt-A-Storm Drain program for the City of Brevard.

Attachments:

1. Adopt-A-Storm Drain RiverLink - Asheville (Example)
2. Resolution Authorizing Partnership with RiverLink for Adopt-A-Storm Drain Program

WATERSHED HEALTH

ENVIRONMENTAL EDUCATION

LAND CONSERVATION

GET INFORMED

OUR WORK > WATERSHED HEALTH >

ADOPT-A-STORM DRAIN

EXPLORE WATERSHED HEALTH

[Adopt-A-Storm Drain](#)[Adopt-A-Stream](#)[Name That Creek](#)[Stormwater Control](#)[Stream Restorations](#)[WaterRICH](#)[Watershed Planning](#)

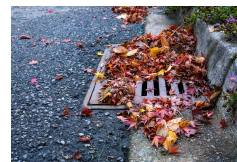
If you have any questions about our water conservation initiatives you can contact our Watershed Resources Manager at:
waterresources@riverlink.org |
(828) 252-8474 ext. 114

Help Keep Our Waterways Clean

RiverLink has partnered with [the City of Asheville](#) and local volunteers to protect water quality through an Adopt-A-Storm Drain Program. Pollution from stormwater runoff is the biggest threat to clean water in our urban streams. Stormwater is rain that flows across the landscape—rather than soaking into the ground—where it picks up pollutants before flowing into a storm drain and emptying into the nearest stream.

With funding from the [Pigeon River Fund](#), a grant administered by the [Community Foundation of Western North Carolina](#), this program will allow volunteers to adopt storm drains in the [Central Asheville Watershed](#) and Smith Mill Creek Watershed, in West Asheville.

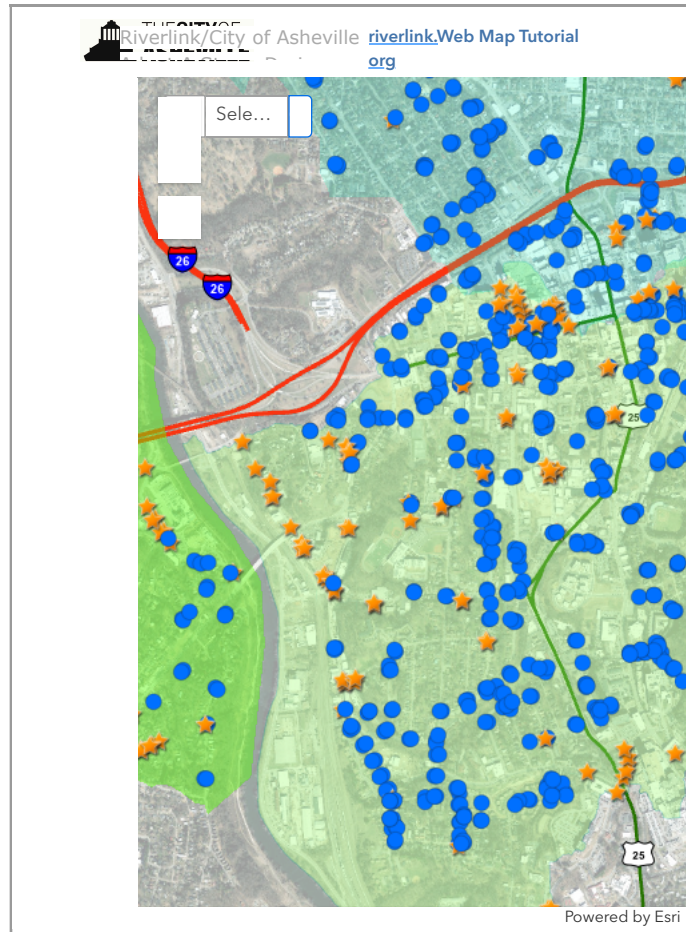
The project reached its goal of 100 storm drains adopted in the Central Asheville Watershed in 2021. This year, our goal is to reach that same number in the Smith Mill Creek Watershed. Volunteers will be awarded with fun prizes for their commitment and enthusiasm each month.



HOW DOES IT WORK?

Select a storm drain in a convenient location of the Central Asheville Watershed or Smith Mill Creek Watershed. It could be in front of your home, business, or where you exercise regularly. By adopting a storm drain, you commit to checking the drain in between rain events and keeping it clear of litter and debris. All it takes are gloves and a trash bag. Then with a smartphone or computer, you can report debris cleaned/cleared, and conditions such as illegal dumping or flooding. *In a matter of minutes, you help protect water quality and prevent street flooding from clogged drains!*

ARE YOU READY TO ADOPT A STORM DRAIN?



[VIEW THIS MAP IN A NEW TAB](#)

This program is possible thanks to these partners and sponsors



EN



170 Lyman Street
Asheville, NC 28801

✉ information@riverlink.org

☎ (828) 252-8474



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RESOLUTION NO. 2025-XX

**RESOLUTION AUTHORIZING A PARTNERSHIP BETWEEN THE
CITY OF BREVARD AND RIVERLINK FOR THE PURPOSE OF
FORMING AN ADOPT-A-STORM DRAIN PROGRAM**

WHEREAS, the City of Brevard is committed to protecting our natural resources, including our rivers and streams; and

WHEREAS, the implementation and proper operation of the City’s stormwater systems is essential to the protection of our waterways and the safety and wellbeing of our residents; and

WHEREAS, RiverLink has offered to partner with the City to create an Adopt-A-Storm Drain program; and

WHEREAS, RiverLink has offered to seek grant funding or provide any needed funding for the program; and

WHEREAS, the City will benefit from having additional resources to assist with cleaning and maintaining storm drains.

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

Section 1. The City of Brevard and RiverLink will form a partnership for the sole purpose of creating an Adopt-A-Storm Drain Program

Section 2. City Staff are authorized to work with RiverLink as needed to assist RiverLink with developing and implementing the program.

Adopted and approved this 15th day of September, 2025

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC
City Clerk

STAFF REPORT

City Council, Monday, September 15, 2025

Title: Award Contract for Parking Study

Speaker: Aaron Bland, Asst Planning Director

Prepared by: Aaron Bland, Asst Planning Director

Approved by: Wilson Hooper, City Manager

Background

After discussing a project scope with the Downtown Master Plan Committee, Planning Staff issued a Request for Qualifications for a downtown parking study in May of this year. The city received nine responses by the deadline. An ad-hoc group of Planning Director Paul Ray, Assistant Planning Director Aaron Bland, Downtown Master Plan Committee chair Gary Daniel, and Downtown Master Plan Committee member Parker Platt reviewed the responses and came to a consensus top two firms, Benchmark Planning and J. M. Teague Engineering and Planning, based largely on their history of performing similar parking studies in small towns. The ad-hoc group then conducted interviews with these two firms, called several references for each, and came up with their top recommendation.

Discussion

The top recommended firm is Benchmark Planning, an urban design and comprehensive planning consulting firm headquartered in Charlotte. The factors that led the ad-hoc group to make Benchmark the top recommended firm were their experience working in small towns, recognition of the importance of cycling in Brevard's downtown, and excellent presentation skills.

The other top firm, J. M. Teague out of Waynesville, is also highly qualified and has an impressive list of previous projects. The key difference between the two firms is that Benchmark has more of a planning and urban design focus, while J. M. Teague's practice is more rooted in traffic engineering.

Policy Analysis

Updating the 2013 downtown parking study is an action step in the *Building Brevard Comprehensive Land Use Plan* (2.B, page 70).

Recommendation

The Downtown Master Plan Committee heard and discussed the ad-hoc group's recommendation of Benchmark as the top recommended firm at their September 10th meeting, ultimately voting in favor of the recommendation.

Fiscal Impact

This downtown parking study is a budgeted project at a maximum cost of \$50,000.

Action

Staff requests that Council approve the attached resolution authorizing Staff to engage in negotiations to secure a contract to conduct a downtown parking study.

Attachments:

1. Resolution

RESOLUTION NO. 2025-XX

**A RESOLUTION AUTHORIZING CONTRACT NEGOTIATIONS
TO CONDUCT A DOWNTOWN PARKING STUDY**

WHEREAS, the City last conducted a downtown parking study in 2013; and

WHEREAS, it is the desire of City Council to update this study, in order to better understand the current and future needs of Brevard’s downtown parking system; and

WHEREAS, the City issued a request for qualifications for such a study on May 30, 2025; and

WHEREAS, the Downtown Master Plan Committee in conjunction with City staff has selected and interviewed two qualified designers or engineering firms and recommends them in priority order: Benchmark Planning of Charlotte, NC, and J.M. Teague Engineering and Planning of Waynesville, NC (“Recommended Designers”); and

WHEREAS, the Downtown Master Plan Committee recommends approval by City Council of the Recommended Designers for the downtown parking study.

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

Section 1. City Council hereby approves the Recommended Designers.

Section 2. The City Manager, or his designee, is authorized to select one of the Recommended Designers in priority order, and to execute a contract dependent on successful negotiations, for the downtown parking study.

Section 3. The Resolution shall become effective upon its adoption and approval.

Adopted and approved this, the 15th day of September 2025.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC
City Clerk

STAFF REPORT

City Council, Monday, September 15, 2025

Title: DMPC Recommendation on Stamped Crosswalks and Times Arcade Alley Bumpout Reconfiguration

Speaker: David Todd, Assistant City Manager
Wilson Hooper, City Manager

Prepared by: David Todd, Assistant City Manager

Approved by: Wilson Hooper, City Manager

Background

Over the spring and summer, the Downtown Master Plan Committee (DMPC) has been reviewing the adopted Downtown Master Plan and pondering which projects to move forward. However, the committee was doing so with imperfect information, as the masterplan itself is quite a few years old (with out of date cost information) and all committee members agreed that the results of the yet-to-begin parking study needed to be considered. To that end, the DMPC has recommended the city move forward with the parking study (see previous agenda item), and hire Melanie Spreen (via her firm May Collaborative), one of the authors of the original plan, to update the plan.

However, at their September 10, 2025 meeting the DMPC also recommended that the City use Downtown Master Plan Fund (Fund 83) dollars to complete two Ad Hoc projects: the installation of stamped crosswalks at Broad/Jordan St., and reconfiguration of the Jordan St. bumpout at the mouth of Times Arcade Alley.

Discussion

NCDOT is repaving Broad Street from the intersection of Caldwell to the Sunset Motel. In the course of the paving work and in keeping with our 2021 Downtown Master Plan, the City has asked NCDOT to install stamped crosswalks at the intersection of Jordan Street and Broad Street. The stamp crosswalks will mimic the work recently completed at the intersection of Main Street and Broad Street. The scope of work includes the addition of four brick-colored stamped crosswalks. The work should be completed by the middle of October.

The Times Arcade Alley project has one remaining item to complete before closing the project. This remaining work is related to upgrades and cleanup of the Jordan Street Bump Out. During construction, a major Duke Energy pole was relocated in such a fashion as to create a pedestrian barrier especially for the visually impaired. In order to create a less obstructed pedestrian pathway and create a safe path for the visually impaired, one of the wayfinding signs will be removed and combined with another wayfinding sign in the immediate area. The stop sign mounted on a post will also be removed, and the stop sign will be hung off of the side of one of the buildings adjacent to the alley eliminating another sign post. The ADA pavers (truncated cones) will be removed and replaced to properly line up with the new pedestrian crossing, Directional bar tile, for the visually impaired, will

be added to the sidewalk route to ensure continuity of travel through the crosswalk. Eight foot long barriers will be added to the alley exit to ensure pedestrians don't travel into the along a blind path of car travel. Thermoplastic crosswalk striping, arrows, a stop bar and "STOP" indicator will be placed on the street and alley. This approach was approved by the DMPC earlier this year.

Fiscal Impact

As of early September, the available balance of Fund 83 was approximately \$180,000. During DMPC's stamped crosswalk discussion, the committee used \$100,000 as the working figure for the cost of installing stamped crosswalks at Broad/Jordan, because staff only had cost information for the installation of crosswalks at two intersections and it was assumed the certain fees would stay flat even if the number of intersections was reduced.

Since that time, staff have been working to get an update price from NCDOT. NCDOT has indicated that the City's \$100k estimate is on the high end of the range, so this project may not be as expensive as projected.

The bumpout reconfiguration is expected to cost between \$15k-\$25k.

Together these projects are expected to cost between \$105k-\$150k, leaving a balance of \$55k-\$90k in Fund 83.

Action

Council is asked to consider adopting the DMPC's recommendation to move forward with the two projects as described using Fund 83 dollars.

Attachments: