



AGENDA
BREVARD CITY COUNCIL - REGULAR MEETING
Tuesday, January 20, 2026 - 5:30 PM
City Council Chambers

- A. Welcome and Call to Order**
- B. Invocation**
 - Pastor Andrew Crimmins, St. Timothy United Methodist Church
- C. Pledge of Allegiance**
- D. Certification of Quorum**
- E. Approval of Agenda**
- F. Approval of Minutes**
 - 1. January 5, 2026 Regular Meeting
- G. Certificates / Awards / Recognition**
 - 1. Proclamation No. 2026-02 White Squirrel Day
- H. Public Comments**
- I. Special Presentation(s)**
- J. Public Hearing(s)**
- K. Consent and Information**
 - 1. Tax Settlement Report - December 2025
 - 2. Council Public Works and Utilities Committee Minutes - November 5, 2025
- L. Unfinished Business**
- M. New Business**
 - 1. Azalea Avenue Development Concept and Next Steps
 - 2. Fire Engine Purchase Update
- N. Remarks / Future Agenda Considerations**

O. Closed Session(s)

P. Adjourn

Agenda Posted, Website, Sunshine List (January 15, 2026)
D. Hodsdon, City Clerk

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

MINUTES
BREVARD CITY COUNCIL
Regular Meeting
January 5, 2026 – 5:30 PM

The Brevard City Council met in regular session on Monday, January 5, 2026, at 5:30 p.m. in the Council Chambers of City Hall with Mayor Copelof presiding.

Present – Mayor Maureen Copelof, Mayor Pro Tem Aaron Baker, and Council Members Gary Daniel, Lauren Wise, and Dean Lytle

Absent – Council Member Pamela Holder

Staff Present – City Attorney Mack McKeller, City Manager Wilson Hooper, City Clerk Denise Hodsdon, Assistant City Manager David Todd, Assistant to the City Manager Shawnee Cummings, Communications Coordinator Becky McCann, Human Resources Director Kelley Craig, Planning Director Paul Ray, Assistant Planning Director Aaron Bland, Senior Planner Emily Brewer, Police Chief Christy Wentzell, Fire Chief Chase Owen, Public Works Director Wesley Shook, Water Treatment Plant ORC Dennis Richardson, Community Center Director Tyree Griffin, Police Department Law Enforcement Officers and Staff

Press – None.

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

B. Invocation – Rev. Elizabeth Roles of St. Philip’s 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. Mr. Baker moved, seconded by Mr. Wise to excuse Council Member Holder. The motion carried unanimously.

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

F. Approval of Minutes

F-1. December 1, 2025 Organizational Meeting – Mr. Lytle moved, seconded by Mr. Wise to approve the minutes of the December 1, 2025 Organizational Meeting as presented. The motion carried unanimously.

F-2. December 15, 2025 Regular Meeting – Mr. Wise moved, seconded by Mr. Baker to approve the minutes of the December 15, 2025 Regular Meeting as presented. The motion carried unanimously.

G. Certificates / Awards / Recognition

G-1. Police Chief Christy Wentzell – Oath of Office – City Clerk Denise Hodsdon administered the Oath of Office to Chief of Police Christy Wentzell. Chief Wentzell was accompanied by her son Brode and her daughter Hannah.

City of Brevard, North Carolina
Oath of Office

State of North Carolina
County of Transylvania
City of Brevard

I, Christy Wentzell, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as Chief of Police for the City of Brevard, so help me God.

s/ Christy Wentzell

Oath Administered by: s/ Denise Hodsdon, CMC, NCCMC, City Clerk

City of Brevard, North Carolina
Oath of Office

State of North Carolina
County of Transylvania
City of Brevard

I, Christy Wentzell, do solemnly swear that I will be alert and vigilant to enforce the criminal laws of this State; that I will not be influenced in any matter on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Law Enforcement Officer and Chief of Police according to the best of my skill, abilities, and judgment; so help me God.

s/ Christy Wentzell

Oath Administered by: s/ Denise Hodsdon, CMC, NCCMC, City Clerk

G-2. Proclamation No. 2026-01 St. Philip’s Episcopal Church Cornerstone Centennial – Mayor Copelof read the proclamation aloud and presented it to Rev. Elizabeth Roles of St. Philip’s Church.

**PROCLAMATION NO. 2026-01
ST. PHILIP’S EPISCOPAL CHURCH CORNERSTONE CENTENNIAL**

WHEREAS, the cornerstone of St. Philip’s Episcopal Church’s historic building was laid in 1926; and

WHEREAS, for over one hundred years, St. Philip's Episcopal Church has provided pastoral support, fellowship, and spiritual inspiration to generations of families in Brevard; and

WHEREAS, the historic church building stands as a testament to the dedication and vision of its early members and continues to serve as a gathering place for beautiful liturgy, music, and religious activities; and

WHEREAS, St. Philip's Episcopal Church has demonstrated unwavering commitment to our community through outreach to those in need and in 2026 will make a gift to two camps serving children in our community; and

WHEREAS, in 2026, St. Philip's Episcopal Church will celebrate this momentous centennial milestone with a year-long series of events including an Evensong liturgy, historical programs, the publication of a book of history, and community gatherings that honor the past while building toward the future; and

WHEREAS, the church's centennial celebration, including a special service of acknowledgment addressing our tragic history of slavery and hopes for a renewed future, reflects the congregation's commitment to honest reflection, reconciliation, and continued service to all citizens of Brevard; and

NOW, THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard, do hereby proclaim February 8, 2026 as **ST. PHILIP'S EPISCOPAL CHURCH CORNERSTONE CENTENNIAL DAY** in the City of Brevard and encourage all citizens to join in celebrating this historic milestone and recognizing the significant contributions St. Philip's Episcopal Church has made to our community over the past century.

IN WITNESS WHEREOF, I have set my hand and executed the Great Seal of the City of Brevard on this the 5th day of January, 2026.

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

s/ Maureen Copelof, Mayor

H. Public Comments

Joellen Risacher of 25 Chipmunk Ct., Co-Chair of the Brevard Sustainability Council (BSC) gave a report on BSC's activities in 2025, which included the following:

- City endorsement of BSC
- Sponsorship by Brevard Rotary for the acceptance of tax-deductible donations
- Partnership with local non-profit RiverLink to implement an Adopt-a-Drain program. RiverLink is in the process of applying for grant funding on behalf of the city
- In partnership with local chapter of the Native Plant Society, BSC adopted two 40' x 2' planting boxes at Silvermont, including donation of native plants and volunteer labor by BSC members/spouses and Brevard High School's Interact Club. BSC will maintain the boxes and seek donations for changeable educational signage about native plants and pollinators
- Compiled and distributed a poster regarding sustainability recommendations for family and civic events
- Weekly posting of sustainability information on social media
- Monthly submission for the outdoor page column in *The Transylvania Times*
- Added new members, including Brevard High School student Paige Dinsdale who assists with social media posts, and a college student who is working on a degree in environmental studies maintains the website

Destini Petitt of 87 Northwood Dr., Brevard Sustainability Council Co-Chair presented BSC's goals for 2026, including the following:

- Partnership with Conserving Carolina for stream cleanup along Estatoe Trail and Lamb Creek in the spring
- Plastic, styrofoam and landfill reduction projects
- Streamlining of the Adopt-a-Storm Drain project
- Green Living Pledge
- Leave the leaves educational project and composting program
- Green Business Program
- Sustainable events, including presentation at the White Squirrel Festival
- Social media and in-person educational programs

Doug Powell of 170 Oakdale Rd. wished everyone a Happy New Year and noted that in 2026 we will celebrate our 250th year of independence from Great Britain. He then shared information about our Constitutional Republic form of government, where the citizenry decided to elect representatives to make decisions on its behalf, and that our elected representatives swear an oath to support, maintain and defend the Constitution of North Carolina and the United States of America. He said as a Constitution coach in Brevard, and as a mentor for other Constitution coaches throughout Western Carolina, I would be happy to help anyone improve upon their knowledge and understanding of the Constitution and our very special form of government. He handed out copies of the Constitution to Council.

I. Special Presentations – None.

J. Public Hearing(s)

J-1. Determination of Need for the City of Brevard to Exercise the Powers of a Housing Authority – Emily Brewer explained that NC General Statutes authorize the creation and operation of local housing authorities to address unsafe, unsanitary, and inadequate housing conditions and to expand the supply of affordable housing. Under NCGS § 157-4, a city may exercise the powers of a housing authority itself, rather than, or in addition to, creating a separate authority, by formally adopting a resolution declaring the need for such action and assuming those powers. When a city elects to do so, it may carry out all functions granted to a housing authority under Chapter 157,

including acquiring, owning, leasing, rehabilitating, and operating housing; entering into agreements with state and federal agencies or private developers; issuing bonds; and undertaking redevelopment or revitalization efforts in areas with substandard housing. This option allows municipalities to integrate housing authority functions directly into city governance, enabling closer coordination with planning and community development activities.

In November 1968, the Brevard Board of Aldermen adopted a resolution declaring the need for a housing authority to function in Brevard. The language in the historical resolution does not explicitly state that the authority be granted exclusively to a separate and discrete body, though staff believe that it was intended to expand those authorities to the City at this time. In order to clarify, staff recommend that the City repeat the steps outlined in the statute so as to formally and officially endow itself with the ability to act as a housing authority. She noted that any action by Council would have no impact on the existing Brevard Housing Authority and their ability to continue their important work. Staff is requesting that Council adopt the proposed resolution at this meeting to affirm the City's commitment to affordable housing and ability to exercise the powers of a housing authority.

At 6:00 p.m. Mr. Baker moved, seconded by Mr. Wise to open the public hearing. The motion carried unanimously.

Public Participation:

Rodney Locks of 187 S. Rice St. said I am one of the people who signed the petition and when I read the resolution I needed to have it clarified. Some of the things Ms. Brewer mentioned...it doesn't say that you're different from the Brevard Housing Authority. The Brevard Housing Authority still exists and you're doing something different. It doesn't define what's affordable, and I think you need to define affordable housing. It doesn't say you're not a property manager. It doesn't say that you provide financial incentives, but most of the comments that I have is about what you don't say. It's nice to have you as a housing authority where you can do these things, but you need to clarify what you're not going to do.

At 6:03 p.m. Mr. Daniel moved, seconded by Mr. Baker to close the public hearing. The motion carried unanimously.

Mr. Baker moved, seconded by Mr. Daniel to approve the resolution. During discussion Attorney McKeller explained that Chapter 157 of the NC General Statutes lays out in detail what the City is allowed to do and what it is not allowed to do. The statute allows the City to exercise other abilities as a housing authority, in addition to the Brevard Housing Authority, and there is nothing that takes anything away that has already been given. Following brief discussion, the motion carried unanimously.

RESOLUTION NO. 2026-01

A RESOLUTION AUTHORIZING THE CITY OF BREVARD TO EXERCISE THE POWERS OF A HOUSING AUTHORITY (N.C.G.S. § 157)

WHEREAS, affordable, safe, and sanitary housing is essential to the health, safety, and general welfare of the residents of the City of Brevard; and

WHEREAS, many residents of our community—including working families, seniors, persons with disabilities, and individuals with low and moderate incomes—face increasing housing cost burdens, limited housing availability, and substandard or overcrowded living conditions; and

WHEREAS, North Carolina General Statutes § 157-3 recognizes unsafe or unsanitary housing conditions as a public problem and authorizes local governments to address these conditions in furtherance of a valid public purpose; and

WHEREAS, the City of Brevard is committed to expanding housing opportunities for all residents and is pursuing affordable housing initiatives in response; and

WHEREAS, North Carolina General Statutes § 157-4 expressly authorizes a city, by resolution of its governing body, to determine that such conditions exist and to exercise the powers, duties, and

And increasing the budget in the revenue account:

40-3830-0000 (Sale of Capital Assets)	\$100,000
40-3350-0100 (Grant Revenue)	\$50,000
TOTAL	\$150,000

ATTACHMENTS: None.

MANAGER'S RECOMMENDATION: Adopt as presented.

Approved and adopted this the 5th day of January 2026.

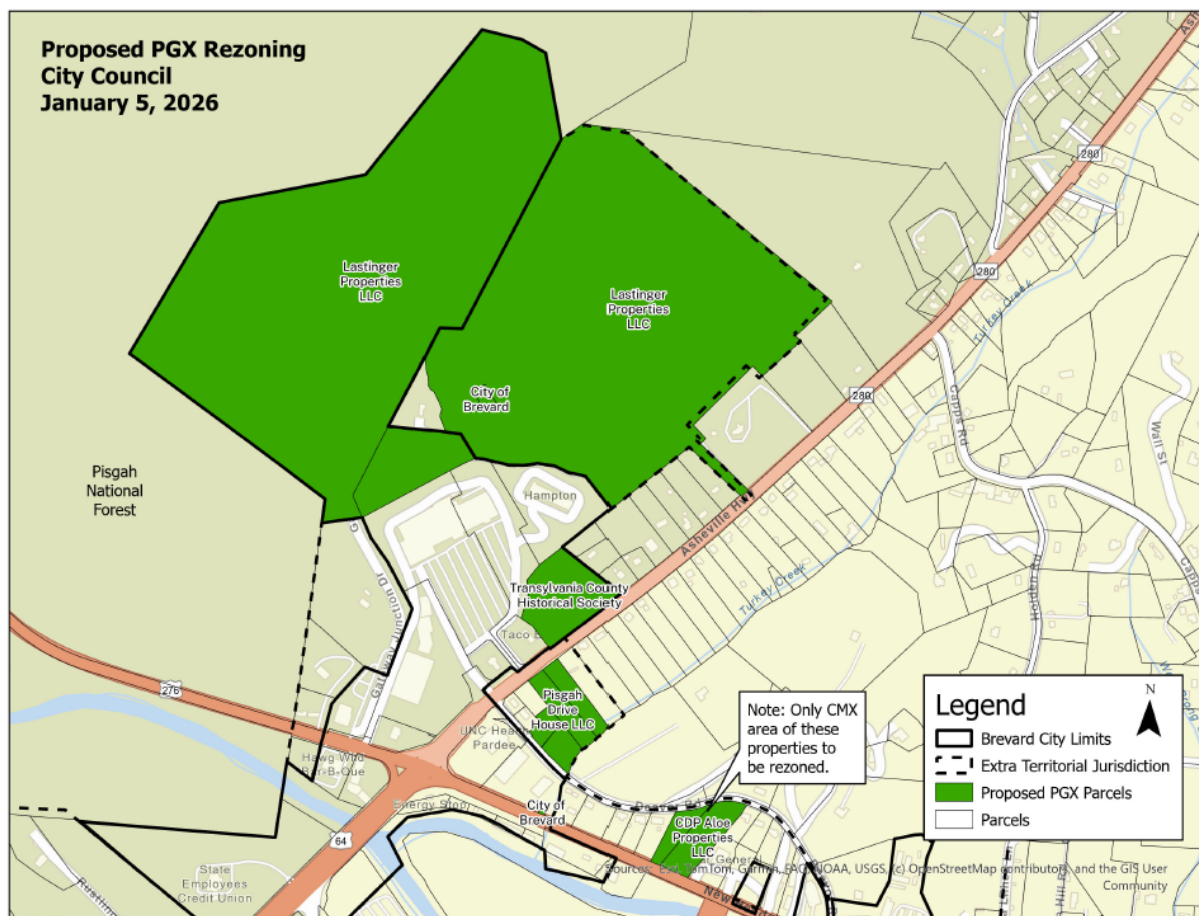
Attest: s/ Denise Hodsdon, CMC, NCCMC, City Clerk
 Approved as to Form: s/ Mack McKeller, City Attorney

s/ Maureen Copelof, Mayor

K-3. Council Parks, Trails & Recreation Committee Minutes – October 15, 2025

L. Unfinished Business

L-1. Proposed Amendment to the Official Zoning Map of the City of Brevard – (Pisgah Gateway Voluntary Rezonings) – Aaron Bland recalled that Council held a public hearing on this item on December 15, 2025 and that the PGX standards already exist in the UDO, but have not been applied to any parcels of land yet. This rezoning would apply to the parcels in green that have explicitly opted in, and signed consent forms as required by the General Statutes. He noted that since the public hearing, the current owners of the properties between Deavor Rd. and Hendersonville Hwy. have signed the consent forms. Those properties are split-zoned with CMX on the highway side and Residential on the back. They want to maintain the split-zoning but have consented to rezoning the CMX portion that fronts Hendersonville Hwy to PGX.



Mr. Baker moved, seconded by Mr. Wise to grant the Zoning Map amendment as requested. The motion carried unanimously.

**ORDINANCE NO. 2026-02
AN ORDINANCE AMENDING THE CITY OF BREVARD
OFFICIAL ZONING MAP TO REZONE MULTIPLE PROPERTIES
TO THE PISGAH GATEWAY MIXED USE ZONING DISTRICT**

WHEREAS, the area in the vicinity of the US 64 / US 276 / NC 280 intersection and the entrance to Pisgah National Forest is a unique urban location within the City of Brevard, providing an entrance into the Pisgah National Forest as well as the City of Brevard itself; and,

WHEREAS, the City of Brevard Planning Board has recommended that the Brevard City Code, Unified Development Ordinance be amended to create the Pisgah Gateway Mixed Use (PGX) zoning district in order to codify context-sensitive regulations for this important area; and,

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

***Recommendation Land Use & Housing – 10:** Establish zoning overlay districts for the Asheville Highway Corridor and Pisgah Forest Area.*

***Future Land Use Map** identifies all subject parcels as the Pisgah Gateway Character Area.*

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

- It is in the public interest to create a more context-sensitive zoning district for this area as it is one of the primary gateways to our community, heavily trafficked by residents and visitors alike.
- There is a strong relationship between the currently allowed uses and the allowed uses of the proposed new district.
- The new district benefits landowners by replacing an inappropriate downtown-focused district with a more context-sensitive district.
- Conditions at the US64/US276/NC280 intersection will be changing due to the NCDOT R-5799 intersection improvement project.
- The rezoning is consistent with the above element of the Comprehensive Land Use Plan.
- The rezoning is consistent with the Future Land Use Map, as amended by Ordinance 2025-04.

WHEREAS, a public hearing was conducted on Monday, December 15, 2025, by the Brevard City Council, and, after hearing all persons wishing to comment, and upon review and consideration of the proposed amendments, it is the desire of the City Council of the City of Brevard Official Zoning Map be amended as outlined below.

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

SECTION 1. The zoning classification of the parcels identified by the Parcel Identification Numbers (PINs) below is hereby rezoned to Pisgah Gateway Mixed Use (PGX) as depicted in Exhibit A to this Ordinance, which is attached hereto and incorporated herein by reference:

8597-54-4908-000, 8597-57-0292-000, 8597-47-3949-000, 8597-57-7985-000, 8597-55-4424-000, 8597-55-5313-000, 8597-55-5503-000, 8597-55-5681-000, 8597-56-4170-000, 8597-64-1942-000 (only the CMX portion), and 8597-64-2864-000 (only the CMX portion).

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

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

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

SECTION 05. This Ordinance shall be in full force and in effect from and after the date of its adoption and approval.

Adopted and approved this the 5th day of January 2026.

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

s/ Maureen Copelof, Mayor

M. New Business

M-1. Policy re Vendors on City Property – Emily Brewer explained that this is a Staff initiative to respond to an increase in requests for temporary uses, markets, events, and vendors at locations throughout the City. The Planning Department has initiated amendments to the UDO regulations for temporary uses (adopted in December), amendments to the Code of Ordinances for special events (scheduled for discussion at Public Safety Committee), and a new policy for vendors on City property. This proposed policy was unanimously recommended by the Finance, Human Resources and Citizen Appointment Committee following discussion at their September and November meetings.

The proposed policy allows vendors with non-motorized pushcarts that are designed and equipped to sell food, beverages, or other goods directly to consumers at certain locations on public property. The purpose of the policy is to regulate the operation of non-motorized pushcarts at specific locations on city-owned property to promote local entrepreneurship, enhance public space use, and ensure safety, accessibility, and cleanliness in public areas. The policy applies only to designated public sites and excludes vendors operating as part of permitted special events or temporary uses on private property.

Pushcart vending is limited to a few approved locations, including Clemson Plaza, Franklin Pool, the Dog Park, and the City Sports Complex. Vendors would be required to submit an application, provide copies of all permits and licenses, provide proof of insurance, and pay applicable fees. Reservations are limited to 30 consecutive days per location, followed by a 30-day waiting period before the same space may be reserved again. The policy also establishes operating standards, including size limitations for carts, prohibition of on-site food preparation, restricted hours of operation, set-back requirements, professional conduct, and waste management.

Ms. Brewer noted that if Council adopts the policy, Staff requests that Council also adopt an ordinance that establishes a reservation fee for vendors on city property. Staff proposes a reservation fee of \$400.

Mr. Wise moved, seconded by Mr. Daniel to approve the policy and adopt the ordinance establishing the fee.

During discussion, Mr. Daniel clarified that the location at the Sports Complex would be at the soccer fields and the skatepark, so as not to compete with the Little League's concession stand. He also noted that the size of the carts is limited to five square feet, which he felt is really small. Mr. Baker thought it would make more sense to permit the vendors and their equipment on an annual basis and that the reservation of sites should be easier to navigate. He also thought a \$400 fee for 30 days seems high and asked if that had been discussed at the committee level. Ms. Brewer responded that the committee did not discuss a specific fee. Mr. Baker also questioned why Silversteen Park was not included as an approved location. Ms. Brewer explained that the proposed locations do not include playgrounds, but that it could be added. Mr. Baker suggested tabling this item for a future meeting. Mr. Wise agreed that the cart size is small and recommended taking another look at the fee and at adding Silversteen Park. Mr. Wise and Mr. Daniel withdrew the motion. Mr. Baker moved, seconded by Mr. Daniel to table this item and refer it back to the Finance, Human Resources and Citizen Appointment Committee for reconsideration. The motion carried unanimously.

M-2. Mini-Brooks Exemption for Brown Consultants for Grant Application Assistance for Second Intake at the Water Treatment Plant – David Todd explained that the NC Department of Environmental Quality, Division of Water Infrastructure and the State Water Infrastructure Authority are presently offering funding through the State Revolving Fund – Helene Funding program. Awards are limited to \$10M for drinking water projects and \$5M for wastewater projects. The funding is principal forgiveness up to \$5M and a 0% interest loan for the remainder.

Staff are recommending that the City apply for funding to construct an enhanced second intake to improve the resiliency of the city's water treatment system. As no design work has been done yet, staff is estimating the second intake will cost approximately between \$5 million - \$10 million. Staff are requesting the assistance of Brown Consultants PA to help with this grant application as Brown Consultants PA is currently serving as the Engineer of Record for the Water Treatment Plant Improvements, they were involved with the design of the previous second intake structures, and they have a successful record of winning funding for their clients.

Staff is requesting approval of a resolution authorizing Staff to apply for the DEQ SRF Helene Funding up to \$10M, and exempting the designer section for the Water Treatment Plant Second Intake Grant Application Assistance from the "Mini Brooks" Act as per N.C. General Statute G.S. 143-64.32, given that the proposal from Brown Consultants PA is Not to Exceed \$18,000 and the statute allows municipalities to exempt selection of design services from the "Mini Brooks" Act for projects costing less than \$50,000.

Mr. Lytle moved, seconded by Mr. Daniel to approve the resolution. The motion carried unanimously.

**RESOLUTION NO. 2026-02
RESOLUTION APPROVING A "MINI BROOKS ACT" EXEMPTION FOR
WATER TREATMENT PLANT 2ND INTAKE GRANT APPLICATION ASSISTANCE
AS PER G.S. 143-64.32**

WHEREAS, G.S. 143-64.31 (often referred to as the "Mini Brooks Act") requires the initial solicitation and evaluation of firms to perform architectural , engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, the City at times has a need for services estimated to cost below the \$50,000 exemption threshold per G.S. 143-64-32 that authorizes local-government exemption from the qualifications-based selection requirements of G.S. 143-64.31; and

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure and the State Water Infrastructure Authority are presently offering a grant up to \$10,000,000 of which up to \$5,000,000 is principal forgiveness with the remaining \$5,000,000 being a 0% interest loan; and

WHEREAS, the City has a need to add a 2nd water intake at the Water Treatment Plant to increase our resilience and redundancy, as proven by past failures and complications at the Water Treatment Plant; and,

WHEREAS, the proposed cost to provide grant application assistance for funding to support a 2nd Intake at the Water Treatment Plant is less than \$50,000 (\$18,000 Not to Exceed); and

WHEREAS, the engineering firm, Brown Consultants, PA is well qualified and experienced in working with the North Carolina Department of Environmental Quality Division of Water Infrastructure and the State Water Infrastructure Authority, and is very familiar with the City's water treatment facilities; and

WHEREAS, the City wishes to use Brown Consultants, PA for assistance with completing the grant application prior to the January 9th, 2026 deadline.

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

Section 1. City Staff are authorized to apply for the North Carolina Department of Environmental Quality, Division of Water Infrastructure and the State Water Infrastructure Authority funding up to \$10 million dollars.

Section 2. The selection of the engineering firm Brown Consultants, PA for the Water Treatment Plant 2nd Intake Grant Application Assistance be exempt from the 'Mini Brooks" Act as per G.S. 143-64-32.

Section 3. This resolution shall be effective upon its adoption and approval.

Adopted and approved this the 5th day of January 2026.

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

s/ Maureen Copelof, Mayor

N. Remarks/Future Agenda Considerations.

Mr. Daniel hoped that this year will be a very positive year for the City of Brevard and the people that live here and in the County as well.

Mr. Wise wished everyone a Happy New Year. He said I also brought a copy of the Constitution with me, and I would encourage everyone to read it. This is not a la carte menu that we can pick and choose from if we like or don't like some things. This is the Constitution of the United States, and it is not being upheld, so make some noise about that. That is a very serious problem in our country right now.

Mr. Baker welcomed Chief Wentzell and her family.

Mr. Hooper introduced and welcomed Shawnee Cummings, the new Assistant to the City Manager.

Mayor Copelof said I also am looking forward to 2026 and am very optimistic about where we are headed. We've got a lot of big plans and are tackling some major issues as we continue to develop and look at our disaster preparedness plans, resiliency as a community, and how we grow and shape our city. She urged the public to take advantage of the various forums to provide feedback to Council. She mentioned the upcoming Meet the Mayor on January 8th, and a number of events scheduled for the weekend of the Martin Luther King, Jr. Day holiday.

O. Closed Sessions

O-1. Attorney-Client Privilege: GS §143-318.11(a)(3) – At 7:03 p.m. Mr. Wise moved, seconded by Mr. Baker to go into closed session for attorney-client privilege to consult with the City Attorney, and to clear Council Chambers. The motion carried unanimously. City Manager Wilson Hooper, City Clerk Denise Hodsdon, and Planning Director Paul Ray were authorized to remain for the closed session with Council and Attorney McKeller.

Council Returned to Regular Session – at 7:48 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 7:48 p.m. Mr. Baker moved, seconded by Mr. Daniel, to adjourn the meeting. The motion carried unanimously.

Maureen Copelof
Mayor

Denise Hodsdon, CMC
City Clerk

Minutes Approved: January 20, 2026

CITY OF BREVARD, NORTH CAROLINA

Proclamation

NO. 2026-02
WHITE SQUIRREL DAY

The City of Brevard hereby proudly declares and ordains February 2, 2026, as “White Squirrel Day”, and further orders that “Groundhog Day” will forever and hereafter be recognized and honored in the City of Brevard as “White Squirrel Day” for the following reasons:

WHEREAS, in keeping with Brevard’s great heritage of welcoming and receiving visitors from around the world, Pisgah Piper honorably serves as the City’s official white squirrel ambassador for Brevard; and

WHEREAS, Pisgah Piper has established herself as a beloved and valued member of this community, and openly asserts her love for Brevard, waterfalls, mountain biking, hiking, and everything else that makes our town the coolest small town in America; and

WHEREAS, Pisgah Piper has further established herself as possessing unique and valuable skills in making useful and accurate predictions, including accurately predicting the winner of the Super Bowl each year, while Punxsutawney Phil has established himself as (let’s be honest) an ill-tempered and a highly unreliable predictor of anything.

THEREFORE, we celebrate this day as Pisgah Piper proudly performs the duties and responsibilities asked of her, and heretofore will make all predictions asked of her on “White Squirrel Day,” thereby forever relieving Punxsutawney Phil of these duties. Besides, she’s way cuter than Phil.

I, Maureen Copelof, Mayor of the City of Brevard, do hereby proclaim February 2, 2026, as White Squirrel Day in the City of Brevard.

IN WITNESS WHEREOF, I have set my hand and executed the Great Seal of the City of Brevard on this the 20th day of January, 2026.

Maureen Copelof
Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon
Denise Hodsdon, CMC, NCCMC
City Clerk





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 DECEMBER 31, 2025

Tina Tanner

Certified Tax Collector

CITY OF BREVARD TAX SETTLEMENT REPORT
 MONTH ENDING DECEMBER 2025

UPDATED: 01.07.26

YEAR	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
2025	\$ -	\$ 4,581,126.39	\$ 427,280.33	\$ 195,358.15	\$ 164,976.55	\$ 707,473.79		
2024-2014	\$ 11,986.29	\$ 6,246.25	\$ 3,664.91	\$ 9,827.00	\$ 451.75	\$ 326.18		
2013- PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL:	\$ 11,986.29	\$ 4,587,372.64	\$ 430,945.24	\$ 205,185.15	\$ 165,428.30	\$ 707,799.97		

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
2025							\$ 6,076,215.21
2024-2014							\$ 32,502.38
2013-PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,108,717.59

HEART OF BREVARD TAX SETTLEMENT REPORT
 MONTH ENDING DECEMBER 2025

UPDATED: 01.07.26

YEAR	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
2025	\$ -	\$ 78,787.77	\$ 14,235.31	\$ 7,200.76	\$ 1,907.35	\$ 20,757.82		
2024-2014	\$ -	\$ 62.00	\$ 1.48	\$ -		\$ 5.45		
2013-PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL:	\$ -	\$ 78,849.77	\$ 14,236.79	\$ 7,200.76	\$ 1,907.35	\$ 20,763.27		
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL	
2025							\$ 122,889.01	
2024-2014				\$ -			\$ 68.93	
2013-PRIOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,957.94	

MINUTES
City Council Public Works & Utilities Committee

Wednesday, November 5, 2025 – 3:30pm
City Council Chambers

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

Staff Present: Wilson Hooper, City Manager
David Todd, Assistant City Manager
Wesley Shook, Public Works Director
Dennis Richardson, Water Treatment Plant Supervisor
Aaron Winans, Wastewater Treatment Plant Superintendent
Becky McCann, Communications Coordinator
Denise Hodsdon, City Clerk

Guests: Harvey Sankey

Press: David Bradley, *Transylvania Times*

A. Welcome and Call to Order

Committee Chair Mac Morrow called the meeting to order at 3:33pm.

B. Certification of Quorum

City Clerk Denise Hodsdon certified that a quorum was present.

C. Approval of Agenda

Mr. Carson moved, seconded by Mr. Wise to approve the agenda as presented. The motion carried unanimously.

D. Approval of Minutes – October 1, 2025 Meeting

Mr. Wise moved, seconded by Mr. Carson to approve the minutes of the October 1, 2025 meeting as presented. The motion carried unanimously.

E. Project Updates – Mr. Todd presented updates for the following projects:

1. Stormwater Master Plan

McAdams has been contracted for the Citywide Stormwater Master Plan and is currently completing Phase 1 of the project, mainly focusing on the field data collection task. This

effort is coupled with a desktop analysis, geodatabase management, and preliminary CIP prioritization planning. McAdams and the City of Brevard have completed the project kickoff and prioritization workshop to establish a prioritization matrix identifying design criteria for the ten (10) scoped hotspots areas on 10/14/2025. These scoped hotspot areas are:

The Silversteen Community Garden
Oakdale Street between Caldwell and Broad Street
Varsity and Gaston Street
44 Maple Street
Grove and Dogwood Street
Batson Road Culvert Crossing
Cherry Street Neighborhood
Oakwood Drive Neighborhood
Ducks Drive Neighborhood
Duckworth Avenue

Below is the overall schedule:

1. Overall Project Schedule and Scope:
 - a. Phase 1 completed in fiscal year 2026 (June 2025 – June 2026)
 - i. Identification of Projects and Capital Improvement Planning
 1. **October – January:** Field work and post processing of data
 - a. City of Brevard to help support field data collection every Tuesday (7am-3:30pm) until end of year. Brie Saur and Wesley Shook to coordinate efforts as needed.
 2. **December:** Start coordination with CCTV
 3. **January – March:** CCTV crews on-site
 4. **January:** Start building H+H models
 5. **February:** Final field visits for any missing data
 6. **March - April:** Finalizing existing conditions models + Prioritization
 7. **April – June:** Report writing + finalizing deliverables
 - b. Phase 2 completed in fiscal year 2027 (July 2026 – 2027)
 - i. Schematic Design and Identification of Funding

2. Hillview Street Culvert

Staff is continuing to work with FEMA to determine if this project will be funded through FEMA Public Assistance. Sky, who is helping us with our FEMA claim has also identified a grant, the NCDPS, Disaster Relief and Mitigation Fund 2025, that may be suitable to use for replacement of the culvert, but the grant requires the City to have sought funding elsewhere and been denied. So hopefully in either case we will identify the funding to replace the culvert.

The survey work and H&H study are complete. Our Designer will commence permitting from the preliminary plan set that will be ready this week, complete the final plans the second week in January, bid the project for four weeks from mid-late January until mid-

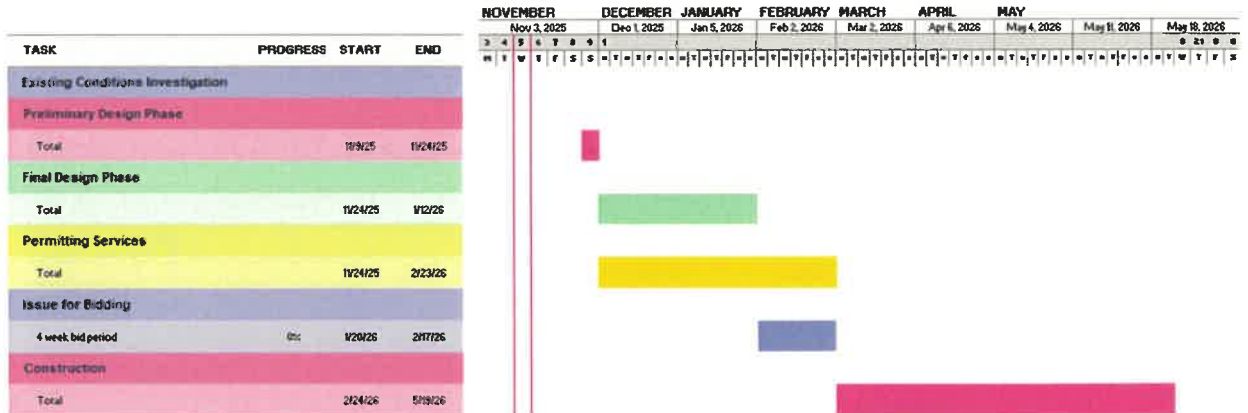
February, and commence construction in late February depending on how quickly we can turn around the contract with the successful contractor (the schedule assumes one week, but that may be ambitious). Allowing about twelve weeks (60 work days), the construction period would then be from late February through mid-May. There are no assumptions regarding weather.

Hillview St. Culvert

City of Brevard, NC

Project start:

Display week:



3. Norton Creek Restoration Phase 2

Current Status:

- Construction has been completed
- Change Order is being prepared to repair areas of the original streambank project damaged during Hurricane Helene and by the landscapers.

Next Steps:

- Execute Change Order #1

Schedule of Remaining Tasks:

Task	Completion Date
Final review and sign bid documents	Completed
Advertise for bids	Completed
Pre-Bid Meeting	Completed
Open Bids July 1, 2025	Completed
Pre-Construction Meeting	Completed
Construction to begin	Completed
Construction to be completed	Completed
Change Order #1	12-31-2025

4. Water Treatment Plant Renovation

Shop DWGs approved to date:

See Attached List

Work to date:

1. New Clearwell base completed. 7-day break came in at 90% strength. Very good.
2. New Clearwell walls - rebar and forms to be completed 11.6.2025, pour new walls 11.07.2025.
3. Change Order nearly completed for submittal to COB for Approval. Waiting for sedimentation basin pump cost, should be completed week of 11.10.2025 for submittal.

Change order items include:

1. Demolition of existing (original) control panel and installation of desk and cabinet
2. Filter media replacement
3. Clearwell vent
4. 6-inch plug valve @ drying beds (5-valves)
5. Tubing for chemical feed lines
6. Finish water pump (1 additional)
7. Transfer pump (1 additional)
8. Sludge/solids pump for sed. Basin

Estimated cost \$485,000 (plus the solids pump to come)

4. New roof at drying beds completed.

Upcoming work: Work over the next couple of months

1. Complete Clearwell work and piping work to tie new tank in
2. Continued work on the receipt and Approval of Shop drawings. Brown PA
3. Estimated delivery time for Back Up Power generator is 2/27/2026.
4. Estimated delivery time for automatic transfer switch is 3/12/2026.

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, 2025 NCDEQ ATA letter received																								
May 30, 2025 Notice of Award received																								
June 10, 2025 Execute Contract - Notice to Proceed																								
Construction 365 Days																								

Brevard Water Plant Shop DWG Submittals

Brown PA 20042

Date: 11_03_2025

	submittal	approved	not approved	Notes
1	Fortiline	7/14/2025		
2	Roof Paint Chip	8/13/2025		
3	Kohler Gen	8/15/2025		
4	MCC	8/25/2025		
5	Concrete Mix	9/4/2025		
6	CW230253 -	9/5/2025		chemical feed, sludge pump, bicarb pump
7	Waterstop	9/11/2025		
8	kohter Gen Platform	9/11/2025		
9	Tank Elevation change	9/11/2025		
10	CW230253 -	11/3/2025	9/21/2025	VFD - resubmitted, with Elec Engr Approved
11	Plat Check Valve	10/8/2025		
12	Trillium Anchor		10/25/2025	
13	Trillium Pump		10/25/2025	
14				
15				
16				

5. Water and Sewer Asset Inventory Assessment

Water System Asset Inventory & Assessment

Field Work to Date:

- Completed with the exception of the missing items to be located by City Staff

Current Status:

- Model has been constructed and items identified
- Awaiting PRV information from the City
- Flow tests have been completed
- System partially calibrated
- Awaiting future demand (upcoming development) information
- Completed recommended improvements based on failing infrastructure

Next Steps:

- Perform on-site inspection and assessment of the existing pump stations

- Demand projections based on information provided Planning Department
- Preparation of a proposed improvements program based on future demand

Schedule of Remaining Tasks:

Task	Completion Date
Field Work (not including missing items)	completed
Initial Model (for calibration)	completed
Flow Tests (by City of Brevard)	completed
Analysis of Ex. Water System	completed
Update Demand Projections with regard to TAZ data	completed
Demand Projections based on upcoming development	November 15, 2025
Capital Improvements Program & Financial Impact	November 31, 2025
Project Close out	December 31, 2025

Sewer System Asset Inventory & Assessment

Current Status:

- Fieldwork is 98% complete
- Sewer mapping is 98% complete
- Preparing an infrastructure replacement program
- Demand projections based on NCDOT TAZ

Next Steps:

- Identify and rate critical infrastructure
- Demand projections based on information provided Planning Department
- Preparation of a proposed improvements program based on demand projections

Schedule of Remaining Tasks:

Task	Completion Date
Field Work (not including missing items)	Completed – additional manhole being located
Smoke Testing of Kings Creek Basin	completed
Identify and Rate Critical Infrastructure	November 14, 2025
Update Demand Projections	November 14, 2025
Identify Areas Needing Sewer with Planning Dept.	completed
Update Existing Infrastructure Assessment	completed
Capital Improvements Program – Failing Infrastructure	completed
Capital Improvements Program – Future Development	November 14, 2025

Financial Impact	November 14, 2025
Present to City of Brevard	TBD
Project Close-out	December 15, 2025

5a. The Burl Sewer Line Upgrade

The sewer line that the developers plan to tie into is identified as an 8-inch line, but it has been discovered that approximately 200 feet from the tie-in, the line steps down to a 6-inch line and there are a lot of properties that tie into that line. This 6-inch line is most likely not adequate to carry everything that would come from The Burl if it were fully developed. Currently there are two 6-inch lines that run on either side of Hillview, and we are talking about tapping off of one of those manholes where the 8-inch line runs to and take an 8-inch line down Hillview and tying into our system further down the line where it is an 8-inch. That would help The Burl, however there are no funds budgeted for that. We have talked to the developers and are looking at different alternatives. One possible opportunity would be to tie into the HAC housing development’s new sewer line, which the County is paying for.

6. Gallimore Sewer Rehab Update

Gallimore Basin Sewer Rehab Change Order #2

- The pipe lining along County Club Road and Caldwell Street have been completed and they are working on service lines this week
- The manholes along Country Club Road and Caldwell Street are complete
- BLD is scheduled to line the service laterals along Caldwell and Country Club Rd. – Week of November 3, 2025
- The Contractor is currently negotiating with a Sub to perform point repairs along England St and install cleanouts
- Contractor is overdue in providing an updated 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 6/30/25. Tentative mobilization date is December 1st.

Shop drawings and submittals are continuing to be reviewed, and the engineer is working with the contractor on Change Order No. 1.

Progress has been made on the Fish Camp easements however the property owner has raised additional questions. We are working with Counsel now to resolve the outstanding issues and are hopeful to have this in place in the next 30 days.

F. Public Comment

Harvey Sankey asked if there were any other major projects that are not on this list. Mr. Hooper noted that all of these are utility-related projects, but probably in the year to come we will bring some General Fund-related projects to the committee, including either significant renovations to the City Hall building or the possibility of starting a replacement project for this building. There may also be some trail-adjacent public works projects that we will need to discuss in the months to come.

G. Set Next Meeting

The next regular meeting of the committee will be on December 3, 2025 at 3:30pm.

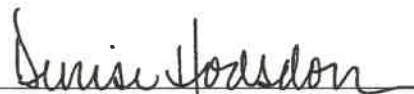
H. Adjourn

There being no further business, the meeting was adjourned at 4:52 p.m.

Minutes Approved: January 7, 2026



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



Denise Hodsdon
City Clerk

STAFF REPORT

City Council, Tuesday, January 20, 2026

Title: Azalea Avenue Development Concept and Next Steps

Speaker: Wilson Hooper, City Manager
Emily Brewer, AICP, Senior Planner
Sara VanLear, Development Finance Initiative
Sarah Odio, Development Finance Initiative
Anderea Gonzalez, Fitch Irick Corporation

Prepared by: Emily Brewer, Senior Planner

Approved by: Wilson Hooper, City Manager

Background

The City of Brevard is committed to expanding housing opportunities for all residents and is pursuing affordable housing initiatives in response. The City of Brevard has worked closely with the UNC School of Government's Development Finance Initiative over the last year years to assess affordable housing development opportunities. Their scope of work included conducting a housing needs assessment and analyzing multiple sites that could support the City's affordable housing priorities. In 2025, the City of Brevard acquired approximately 3 acres on Azalea Avenue and Old Hendersonville Highway for a multifamily affordable housing project and to leverage this development potential to secure funding to extend sewer to the entire Azalea / Rhododendron neighborhood.

In December 2025, the NC Housing Finance Agency (NCHFA) updated the LIHTC allocation plan to include CDBG-Disaster Recovery funding for Hurricane Helene. In addition to this pairing, Transylvania County's Hurricane Helene recovery eligibility may improve its LIHTC competitiveness in the upcoming funding round, as it receives an additional point in scoring. These unique circumstances more favorably positions the project for funding this year. *(Note: it is unclear if subsequent rounds of LIHTC will have grant preference to Hurricane Helene-impacted counties or if CDBG-DR funds will be available.)*

Soon after the announcement was made, Fitch Irick submitted a Letter of Interest to develop affordable housing on Azalea Avenue which prompted the Housing Committee to request a full development proposal. Fitch Irick Corporation is a qualified developer with deed LIHTC experience across the Southeast (over 50 developments and 300 properties under management). Most notably, Fitch Irick developed and continues to operate Broad River Terrace, the LIHTC-funded affordable housing adjacent to the City's Azalea Avenue property. They are committed to prioritizing Brevard and the Azalea Avenue site for this year's LITHC submission.

The 2026 LIHTC applications for 9% credits are due in May, but a preliminary application is required and due January 23, 2026.

Discussion

Fitch Irick's development proposal is included as Attachment 1. DFI and staff have reviewed the proposal and offer the following for Council's consideration:

- The proposed development maximizes the City by including 60 affordable units across three different buildings with ample amenities and greenspace. The buildings are tapered in height to take advantage of the terrain and minimize the bulk along the road frontages.
- The proposal estimates that the City's contribution to the project would be the land conveyance only.
- The proposal acknowledges the importance of the City's sewer extension to the entire neighborhood and accommodates the necessary pump station. At this time, costs to extend sewer to the site are included in the budget as \$2,000,000.
- Fitch Irick has structured their funding stack as competitively as possible, with consideration to the uncertainties and limitations of the various sources.

DFI and staff have determined that the proposal achieves the public guiding interests for the property and support the City's larger affordable housing goals.

Fiscal Impact

The proposal submitted by Fitch Irick anticipates that the City's contribution to the project will be only the land conveyance (roughly \$1.1 million in appraised value). Moving forward with this proposal does offer some financial considerations:

1. Staff are seeking assurance from its lender, United Community Bank, that it will be permitted to sell/lease the property to Fitch Irick while the loan used to purchase the property is still being paid off. Though no formal commitment has been made, bank representatives have informally given this assurance.
2. City and bank staff are still investigating whether selling/leasing the property to a private, for-profit developer like Fitch Irick would have implications for the loan's tax exempt status, and thus its interest rate, even though the private party would still be using the property for a public purpose. If the land conveyance changes the tax status of the loan, the city's interest rate may increase from 4.33% to 5.48%, thus increasing the city's debt service payments.
3. Staff are also seeking information from the bank on if/when the existing single family residential structure on the property may be removed. The parcel that contains the house has an appraised value of \$600,000, most of which is the house itself. The lender considers the house as collateral for the loan, and thus under normal circumstances it must remain standing until the loan is retired. Staff are awaiting information from the bank on whether the house can be replaced with other collateral or, if not, whether it may be demolished when the city has paid back \$600,000 in principal. If the latter, the city may be asked to pay off a portion of the loan -perhaps up to \$500,000- early.

Action

For the preliminary LIHTC applications (due Friday January 23rd), Fitch Irick needs evidence of site control. Staff has prepared a draft ground lease agreement for Council's consideration that:

- Grants a one-year lease on the property for due diligence and
- Allows a 98-year extension if Fitch Irick secures LIHTC funding during this cycle and executes a development agreement with the City for the affordable housing project.

In order to move forward on this expedited timeline, Staff is requesting that Council take action on this matter tonight by adopting the attached resolution. This resolution endorses the terms of a draft ground lease and authorizes the City Manager to execute the agreement.

Attachments:

1. Fitch Irick Corporation Development Proposal
2. Draft Resolution

Azalea Avenue Development Proposal

Presented by Anderea Gonzalez, Vice President of Development
Fitch Irick Corporation



City of Brevard
Maureen Copelof, Mayor
Wilson Hooper, City Manager
95 West Main Street
Brevard, NC 28712

Mayor Copelof and Mr. Hooper,

On behalf of myself and the rest of the Fitch Irick Development team, we thank the City of Brevard for this opportunity to share our vision for the future of Azalea Avenue. At Fitch Irick, we offer unmatched site familiarity, proven experience in securing and implementing infrastructure financing, and the North Carolina LIHTC expertise that can help us secure and deploy both LIHTC and CDBG-DR funding during this pivotal window of availability.

As the developer of the adjacent Broad River Terrace community, we bring first-hand knowledge of site conditions, regulatory requirements, infrastructure constraints, and stakeholder expectations, reducing entitlement and execution risk.

Fitch Irick has a proven record of securing and administering CDBG-DR and other public infrastructure funds in Brevard, including successful coordination with the City and Land of Sky to deliver critical wastewater and lift station improvements at Broad River Terrace. Since 2014, we have developed, owned, and managed more than 14,000 affordable units across the Southeast using 9% and 4% LIHTC and complex, layered capital structures.

Once again, thank you for this opportunity. We're confident that the development approach outlined here advances the City's interests at the Azalea Avenue site and we look forward to renewing our partnership with Brevard.

Sincerely,



Andrea Gonzalez, Vice President of Development

Fitch Irick Corporation



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Development Concept

Fitch Irick Corporation proposes an affordable rental development consisting of 60 units distributed across three buildings, including nine one-bedroom units, 36 two-bedroom units, and 15 three-bedroom units to support a range of household incomes (40-60% of the Area Median Income) and sizes. The site concept is designed to complement the proportions and rhythm of the surrounding natural and built environments. This is achieved in a three-building footprint:

1 The largest of which is closest to the eastern property boundary with Fitch Irick's existing, Broad River Apartments community, and will incorporate thirty units across three stories.

2 On a second smaller footprint at the western boundary of the site with Azalea Avenue is a two-three split building that takes advantage of the site's sloping grade and complements the massing and scale of the single-family properties across Azalea.

3 Finally, a third two-story quadruplex building will welcome residents and visitors along the Old Hendersonville Highway entrance and will house both residential, leasing, community and shared amenity space.

This 60-unit configuration optimizes the site's development potential while preserving meaningful access to green space and community-oriented amenities. It also facilitates multiple, competitive financial executions – allowing the team to remain nimble and position the project for a 9% or 4% LIHTC award in 2026 – in ultimate pursuit of invaluable CDBG-DR funds to extend public wastewater infrastructure to the Azalea and Rhododendron neighborhoods.

Building 03

3-Stories
30 units
9 One-Beds
15 Two-Beds
6 Three-Beds

BUILDING 03
3 STORIES
30 UNITS
9 One-Beds
15 Two-Beds
6 Three-Beds

BUILDING 02
2/3 STORIES
25 UNITS
18 Two-Beds
7 Three-Beds

Building 02

2/3 Split
25 units
18 Two-Beds
7 Three-Beds

Building 01

BUILDING 01
2-STORIES
5 UNITS
& AMENITIES
3 Two-Beds
2 Three-Beds

2-Stories
5 units
3 Two-Beds
2 Three-Beds

Amenities: Central laundry; leasing office;
playground; community space

PUMP HOUSE

AZALEA AVENUE

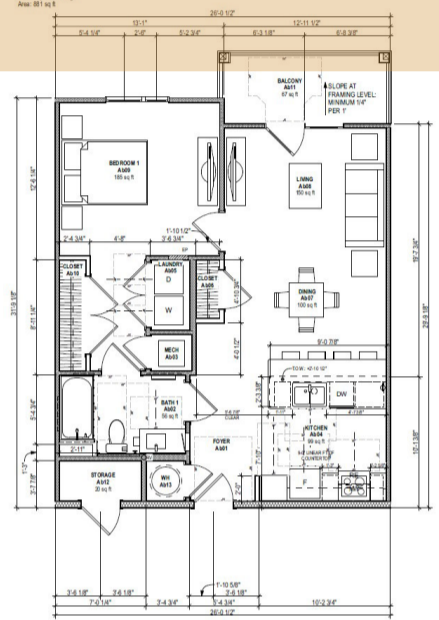
90 Parking
Spaces

OLD HENDERS ONVILLE HIGHWAY

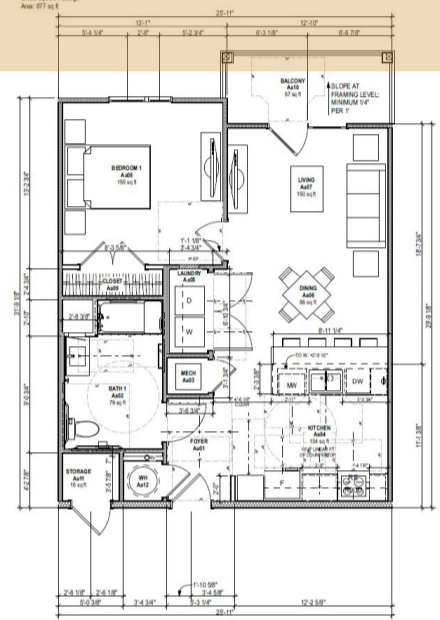


One Bedroom Plans

Unit A(b) - Type B
1 Bedroom / 1 Bathroom w/ Tub-Shower
Net Square Footage: 773 sq ft
Gross Square Footage: 811 sq ft



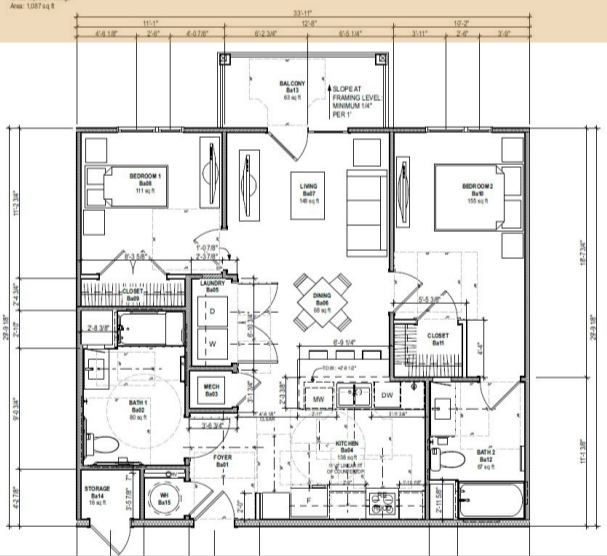
Unit A(a)2 - Type A
1 Bedroom / 1 Bathroom Accessible w/ Tub-Shower
Net Square Footage: 732 sq ft
Gross Square Footage: 877 sq ft



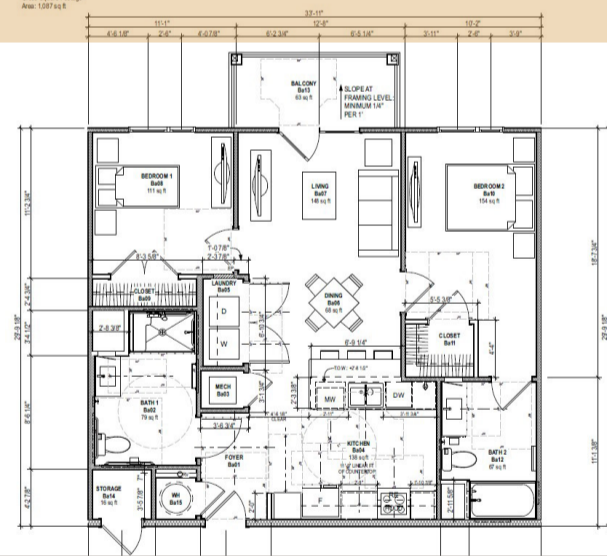
Unit A(a)1 - Type A
1 Bedroom / 1 Bathroom Accessible w/ Roll-In Shower
Net Square Footage: 732 sq ft
Gross Square Footage: 877 sq ft



Unit B(a)2 - Type A
2 Bedroom / 2 Bathroom Accessible w/ Tub-Shower
Net Square Footage: 963 sq ft
Gross Square Footage: 1087 sq ft



Unit B(a)1 - Type A
2 Bedroom / 2 Bathroom Accessible w/ Roll-In Shower
Net Square Footage: 963 sq ft
Gross Square Footage: 1087 sq ft

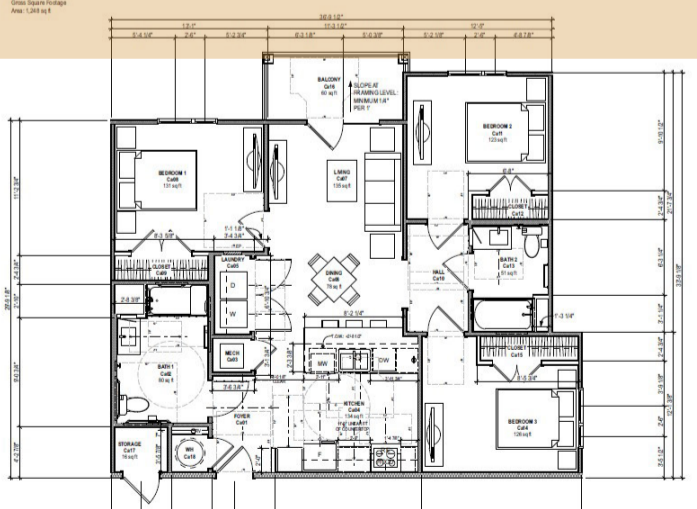


Two Bedroom Plans

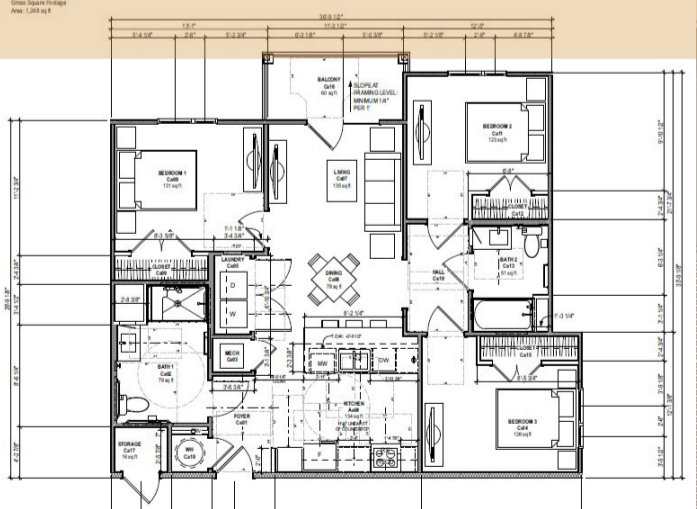


Three Bedroom Plans

Unit C(a)2 - Type A
3 Bedroom / 2 Bathroom Accessible w/ Tub-Shower
Net Square Footage: 1203 sq ft
Gross Square Footage: 1349 sq ft



Unit C(a)1 - Type A
3 Bedroom / 2 Bathroom Accessible w/ Roll-In Shower
Net Square Footage: 1203 sq ft
Gross Square Footage: 1349 sq ft



2026 NCHFA QAP Site Score

SITE SCORE CRITERIA	CHAR. OR DISTANCE TO AMENITY	POINTS	NOTES
Neighborhood Characteristics	Good	10 of 10	
Primary Amenities		26 of 26	Maximum of 26 points - Max Points if less or equal to 2.0 miles from project site
Grocery	.8 miles	12 of 12	Ingles Market
Shopping	.6 miles	7 of 7	Dollar Tree
Pharmacy	.6 miles	7 of 7	CVS Pharmacy
Secondary Amenities		22 of 20	Maximum of 20 points - Max Points if less than or equal to 2.0 miles from project site
Other Primary Amenity	.7 miles	5 of 5	Second grocery, shopping, or pharmacy - Walgreens
Service	.8 miles	3 of 3	Fifth Third Bank and ATM
Healthcare	1.7 miles	3 of 3	Transylvania Regional Hospital
Public Facility	2.0 miles	3 of 3	Silversteen Park
Public Schools	1.4 miles	5 of 5	Pisgah Forest Elementary
Other Retail	.7 miles	3 of 3	Aldi
TOTAL AMENITIES POINTS		46 of 46	Maximum of 46 points available
Site Suitability		12 of 12	
Incompatible Use Within .5 miles of site?	No	3	Incompatible Uses: Airports; Chemical or Hazardous Materials Storage/Disposal; Industrial or Agricultural Activities with Environmental Concerns; Commercial Junk or Salvage Yards; Landfills Currently in Operation; Sources of Excessive Noise; Wastewater Treatment Facilities
Parcel or Right of Way within 500 Feet?	No		Adult Entertainment Establishment; Distribution Facility; Factory or Similar Operation; Jail or Prison; Large Swamp
Within 250 feet of a proposed project building?	No		Electrical Utility Substation; Frequently Used Railroad Track (not including passenger light rail); Roads with posted speed limit of 55 mph or greater (500 feet of an interstate); Power Transmission Lines or Tower
Negative Features?	No	3	There are no negative features, design challenges, physical barriers, or other unusual and problematic circumstances that would impede project construction or adversely affect future tenants, including but not limited to: power transmission lines and towers, flood hazards, steep slopes, large boulders, ravines, year-round streams, wetlands, and other similar features (for adaptive re-use projects: suitability for residential use and difficulties posed by the building(s), such as limited parking, environmental problems or the need for excessive demolition)
Project Visibility?	Yes	3	The project would be visible to potential tenants using normal travel patterns and is within 500 feet of a building that is currently in use for residential, commercial, educational, or governmental purposes (excluding Blighted structures or Incompatible Uses)
Traffic Control?	Yes	3	Traffic controls allow for safe access to the site; for example limited sight distance (blind curve) or having to cross three or more lanes of traffic going the same direction when exiting the site would not receive points.
Negative Features?	No	-	Negative three points if a site is not suitable for housing regardless of zoning or local government support
TOTAL SITE SCORE		68 of 68	

Alignment with Guiding Public Interests

Optimize the number of new, quality rental units affordable to Brevard's low-to-moderate income households and local workforce

This proposal truly optimizes the development potential of the Azalea Avenue site both physically and financially. The design incorporates building massing and a site layout that blends seamlessly with the existing fit and form of the surrounding community, and at sixty units, the concept is strategically positioned to attract either 4% or 9% LIHTC equity and CDBG-DR funds to finance key public infrastructure – extending the parcel's benefits well beyond its 3.8 acres.

With this design, sixty of Brevard's hardest working low- and moderate-income households will remain a crucial part of the Brevard community fabric for decades to come.

Include Access to Green Space and Community Amenities for Residents

The development plan, in keeping with Brevard and DFI's recommendations, is intentionally designed to maximize tree preservation by clustering buildings and infrastructure in a manner that minimizes site disturbance, allowing more than one-third of the parcel to remain undisturbed.

By conserving these undeveloped areas, the project maintains existing tree canopy and enhances the site's natural character. The plan also provides 90 parking spaces, or 1.5 spaces per unit, which will require an NCHFA waiver but reflects, based on our experience, the appropriate balance of meeting resident parking needs while minimizing impervious coverage.

In addition, the development integrates a playground and other community-oriented amenities that are thoughtfully located to encourage interaction and shared use, with programming intended to convene residents and foster a strong sense of community.

Alignment with Guiding Public Interests (Cont.)

Attract as much private investment as possible to maximize the impact of public investment in affordable housing

To best position this opportunity amid tight timelines and heavy demand for LIHTC and CDBG-DR resources in Hurricane Helene-impacted areas, Fitch Irick is presenting two financial executions, both structured under a nominal land lease and requiring no additional outlay of funds from the City of Brevard. Each execution, one utilizing a 4%/PAB and the other a 9% LIHTC structure, is focused on fiscal responsibility and maximizing Brevard's public resources, attracting upwards of \$12 million in private equity and leveraging as much as \$9 million in CDBG-DR funding.

Accommodate the City's Sewer infrastructure extension into Azalea/Rhododendron neighborhood

Fitch Irick in developing the neighboring Broad River Terrace community assisted Brevard in accessing CDGB funding to finance necessary infrastructure improvements – including a lift station – to support that development. Given this and comparable experience in structuring applications, scope development and contract management of CDBG-funded infrastructure we are modeling \$2m in costs to extend sewer infrastructure to the Azalea/Rhododendron neighborhood.

Development Financing Assumptions - 9%

Pros

We believe the 9% competition offers the strongest opportunity to secure CDBG-DR funding in 2026, notwithstanding the project's relative disadvantage under the QAP tiebreakers.

Appendix L of the 2026 QAP ranks North Carolina counties by the number of cost-burdened, low-income renter households per 9% tax credit unit funded over the past five years. Transylvania County ranks last (100 of 100) with a ratio of 5.51 (540 households to 98 funded units). Because Appendix L serves as the first tiebreaker in the 9% award process, this ranking places Azalea at a material competitive disadvantage.

To mitigate this tiebreaker risk, the current 9% underwriting limits the annual credit request to \$1.3 million, despite a \$1.5 million per-project cap in 2026. Given the high likelihood that the Western pool will exhaust its 9% credit capacity before CDBG-DR funds are fully allocated, this reduced credit request materially improves Azalea's competitiveness—most importantly, its ability to secure the time-sensitive CDBG-DR resources.

If Azalea is the sole project competing in Transylvania County, and assuming that only 12 of the 16 Western pool counties can realistically support affordable housing development, the reduced credit request further enhances the probability of a CDBG-DR commitment, even if Azalea ultimately scores in the lower quartile of 9% applications.

Cons

The biggest factor working against Azalea's competitiveness in the 9% competition is Transylvania's place on the Appendix L tiebreaker.

COST CATEGORY	TOTAL COST	PER UNIT
Acquisition	\$1	\$.02
Hard Costs	\$14,361,000	\$239,350
Site Work	\$2,000,000	\$33,333
Construction Costs	\$10,036,000	\$167,267
Permits/Taps and Impact	\$325,000	\$5,417
Other - Sewer Infrastructure	\$2,000,000	\$33,333
Soft Costs	\$1,246,241	\$20,771
A&E - Design	\$292,000	\$4,867
A&E - Inspection	\$50,000	\$833
Survey, Appraisal, Market Study, Environmental, Geotechnical	\$82,000	\$1,367
Tax Credit Fees	\$243,361	\$4,056
Taxes and Insurance	\$145,000	\$2,417
Title/Recording, RE Legal, Org. Costs	\$120,000	\$2,000
Other: SMT, Green Bldg. Tax Opinion, SWPP	\$121,000	\$2,016
UNC-DFI Fee	\$192,880	\$3,215
Contingency	\$742,800	\$12,380
Interim Financing Costs	\$1,075,000	\$17,917
Construction Loan Origination	\$175,000	\$2,917
Construction Interest Reserve	\$840,000	\$14,000
Construction Loan Legal	\$20,000	\$333
Construction Loan Inspection	\$30,000	\$500
Construction Loan Appraisal	\$10,000	\$167
Permanent Financing Costs	\$69,500	\$1,158
Perm Loan Origination	\$29,500	\$492
Perm Loan Legal	\$25,000	\$416
Perm Loan Appraisal	\$15,000	\$250
Reserves	\$360,116	\$6,002
Developer Fee and Overhead	\$1,448,000	\$24,133
PROJECTED TOTAL DEVELOPMENT COSTS	\$19,302,658	\$321,711

FINANCING SOURCE	TOTAL
9% LIHTC Equity	\$10,996,400
Permanent Debt	\$2,950,000
Deferred Developer Fee	\$356,258
CDBG-DR Hurricane Helene Relief	\$3,000,000
NCHFA - Workforce Housing Loan Program (WHLP)	\$2,000,000
TOTAL SOURCES	\$19,302,658

\$19,302,658

\$321,711 per unit

Area Median Income (AMI)	BEDROOMS	# OF UNITS	SQUARE FOOTAGE	UTILITY ALLOWANCE	RENT
40% AMI	1-Bed	4	733 sq. ft.	\$90	\$540
40% AMI	2-Bed	9	940 sq. ft.	\$115	\$641
40% AMI	3-Bed	2	1,098 sq. ft.	\$141	\$733
60% AMI	1-Bed	5	733 sq. ft.	\$90	\$855
60% AMI	2-Bed	27	940 sq. ft.	\$115	\$1,019
60% AMI	3-Bed	13	1,098 sq. ft.	\$141	\$1,172

Development Financing Assumptions - 4%

COST CATEGORY	TOTAL COST	PER UNIT
Acquisition	\$1	\$.02
Hard Costs	\$14,361,000	\$239,350
Site Work	\$2,000,000	\$33,333
Construction Costs	\$10,036,000	\$167,267
Permits/Taps and Impact	\$325,000	\$5,417
Other - Sewer Infrastructure	\$2,000,000	\$33,333
Soft Costs	\$1,262,032	\$21,034
A&E - Design	\$292,000	\$4,867
A&E - Inspection	\$50,000	\$833
Survey, Appraisal, Market Study, Environmental, Geotechnical	\$82,000	\$1,367
Tax Credit Fees	\$252,810	\$4,214
Taxes and Insurance	\$145,000	\$2,417
Title/Recording, RE Legal, Org. Costs	\$120,000	\$2,000
Other: SMT, Green Bldg. Tax Opinion, SWPP	\$121,000	\$2,016
UNC-DFI Fee	\$199,222	\$3,320
Contingency	\$742,800	\$12,380
Interim Financing Costs	\$1,849,200	\$30,820
Construction Loan Origination	\$180,000	\$3,000
Construction Interest Reserve	\$859,200	\$14,320
Construction Loan Legal	\$20,000	\$333
Construction Loan Inspection	\$30,000	\$500
Construction Loan Appraisal	\$10,000	\$167
Bond Costs: Issue Fee; Bond Counsel Fees; Trustee Fees; Compliance/Dissemination, Verif Agent, Admin Exp.	\$750,000	\$12,500
Permanent Financing Costs	\$75,000	\$1,250
Perm Loan Origination	\$35,000	\$429
Perm Loan Legal	\$25,000	\$417
Perm Loan Appraisal	\$15,000	\$250
Reserves	\$383,395	\$6,390
Developer Fee and Overhead	\$1,448,000	\$24,133
PROJECTED TOTAL DEVELOPMENT COSTS	\$20,121,428	\$335.357

Pros

The major benefit to the 4%/Private Activity Bond (PAB) program is that it is non-competitive and historically North Carolina has had adequate annual PAB capacity to meet all project demands. As long as the project is financially feasible and meets all NCHFA design standards, it will receive an allocation 4% credits and necessary PAB capacity.

NCHFA also offers three underwriting and review periods throughout the program year as opposed to the single 9% competition.

Cons

There are, however, significant downsides to a 4%/PAB execution on this project:

In order to maximize perm debt principal, the project set asides don't allow for as deep of affordability targeting as the 9% execution - all 60% units as opposed to 25% set aside for 40% AMI households.

Finally, feasibility hinges on a high leverage of soft financing, in this case, an award of \$9m+ in CDBG-DR dollars. Although 4% projects are eligible to request up to \$15m in CDBG-DR financing, our preliminary assumptions of total available CDBG-DR funds against the likely number of qualifying 4% projects leads us to believe that the project will likely only be able to access roughly \$7.5m in CDBG-DR - creating a sizeable gap that will be difficult to fill without access to the other NCHFA soft funding programs.

At this time, a 4% execution is second in priority to 9%

FINANCING SOURCE	TOTAL
4% LIHTC Equity	\$7,390,842
Permanent Debt	\$3,500,000
CDBG-DR Hurricane Helene Relief	\$9,230,586
TOTAL SOURCES	\$20,121,428

\$20,121,428

\$335,357 per unit

Area Median Income (AMI)	BEDROOMS	# OF UNITS	SQUARE FOOTAGE	UTILITY ALLOWANCE	RENT
60% AMI	1-Bed	9	733 sq. ft.	\$90	\$855
60% AMI	2-Bed	36	940 sq. ft.	\$115	\$1,019
60% AMI	3-Bed	115	1,098 sq. ft.	\$141	\$1,170

Key Team Members



Tom Anderson

Chief Development Officer

Tom is a mission-driven executive bringing 30+ years of development, financing and affordable housing experience. He has overseen \$300M+ development pipeline, scaled operations from 3 to 12 states, staffed 4 regional offices and led a 12-member cross-functional team from deal sourcing through handoff to property management. Prior to Fitch Irick, Tom was at Penrose and Cohen-Esrey where he aligned operations and capital partners; structured debt & equity; mitigated risk and managed compliance; and represented developers before housing authorities and state agencies



Anderea Gonzalez

Vice President of Development

Anderea leads Fitch Irick's development department, overseeing strategy, execution, and team performance from project inception through stabilization. She has played a central role in shaping the company's growth, guiding the development and rehabilitation of more than 5,000 housing units across the Southeast, representing over \$1 billion in investments. Anderea's leadership ensures projects meet financial and regulatory benchmarks. Her comprehensive understanding of financing structures, construction, and compliance enables her to position the company for long-term success while cultivating strong public and private partnerships.



Tom Barry

Vice President of Finance

Tom identifies, negotiates, and secures funding sources for construction and permanent financing as well as tax credit equity. He manages the relationships with our financing partners and provides creative solutions to finance our most difficult transactions. Prior to Tom joining Fitch Irick in 2021, he was a relationship manager with Bank of America where he provided developers a variety of funding sources totaling of \$650 million in bank products and services.



Hunter Snellings

Director of Development

Hunter plays a critical role in advancing the company's affordable housing mission by leading projects from predevelopment through closing with a focus on quality, strategic execution, and community impact. He cultivates strong public- and private-sector partnerships, negotiates complex development agreements, and manages financing strategies that leverage local, state, and federal resources to bring high-quality housing to market. With a proven ability to secure major municipal investment, coordinate multidisciplinary teams, and navigate entitlement and regulatory processes, he ensures that each development meets community needs, remains financially viable, and stays on schedule

Broad River Terrace



62 Units

Family

100% Affordable

51 Kimzey Circle, Brevard NC

Constructed in 2011 and located off Route 64 & Old Hendersonville Highway in Brevard, NC, our apartments are not only accessible to multiple dining and retail options but are minutes away from Blue Ridge Community College and Transylvania Regional Hospital. Our 1, 2, and 3 bedroom apartment homes have fully furnished, washer and dryer connections, generous walk-in closets and private patios.

Fitch Irick's team partnered with Brevard, NC to help the city access CDBG funds through Land of Sky to help improve infrastructure, including the offsite lift station.

Total Development Cost: \$8,318,849

Acquisition: \$791,000

Tax Credit Fees: \$102,591

Hard Costs: \$5,512,700

Reserves: \$149,300

Design: \$205,000

Developer Fees: \$651,000

Soft Costs: \$237,750

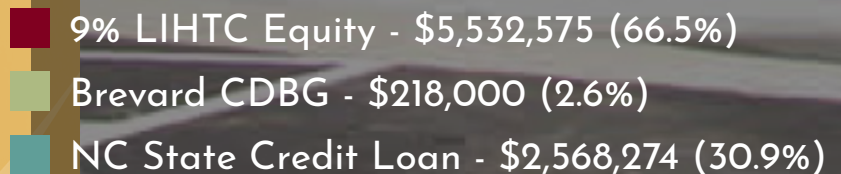
Contingency: \$300,000

Construction Financing Costs: \$351,508

Permanent Financing Costs: \$18,000

Fitch Irick Development - Hollis Fitch
Architect: Martin Riley Associates
GC: Creative Builders
Property Management: Fitch Irick Property Management

Equity Source: 9% LIHTC (CAHEC)
Permanent Loan: CAHEC
Construction Loan: CAHEC



Love Mill Apartments



104 Bermuda Crossing,
Whiteville, NC

Love Mill Apartments, completed in 2024, is a modern 60-unit multifamily development located in Whiteville, NC. It addresses an urgent need for affordable housing while enhancing community life. This development features a thoughtful mix of 1-, 2-, and 3-bedroom units, each outfitted with luxury vinyl tiles in the living spaces, ENERGY STAR-rated fans in bedrooms and living rooms, storage closets, and in-unit laundry hook-ups, blending comfort and sustainability.

Fitch Irick partnered with the City of Whiteville to help fund an upgraded lift station that services the site as well as the neighboring community.

Fitch Irick Development

- Charlie Irick, Developer
- Anderea Gonzalez, VP Development

Architect: Martin Riley Associates

GC: FEMCO Construction

Property Management: Fitch Irick

Property Management

Equity Source: 9% LIHTC (Stratford Capital)

Soft Sources: CDBG-DR and NCHFA RPP

Construction Loan: First Bank

Permanent Loan: Lument

60 Units

Family

100% Affordable

Total Development Cost: \$14,070,827

Acquisition: \$253,323

Tax Credit Fees: \$187,476

Hard Costs: \$10,625,059

Reserves: \$268,000

Design: \$312,645

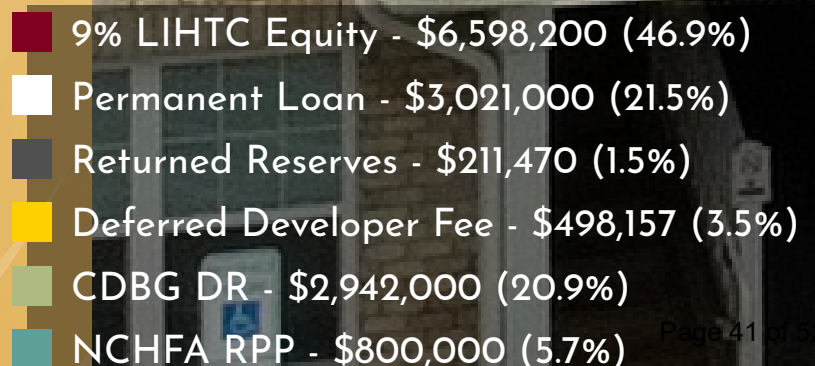
Developer Fees: \$810,000

Soft Costs: \$155,750

Contingency: \$585,900

Construction Financing Costs: \$587,000

Permanent Financing Costs: \$285,674



Woodford Trace Apartments

720 Coralberry Pk SW, Aiken, SC

Woodford Trace, the first of three phases in Aiken, SC, features 2 buildings with (30) 2 bedroom/2bath units and (18) 3 bedroom, 2 bath units. Woodford Trace is centrally located off one of the main arteries in the city of Aiken. With close proximity to a well-recognized big box store, multiple grocery store options, the area mall, pharmacies, schools and multiple restaurants, we are excited to provide safe and affordable housing where people want to work and live.

Fitch Irick partnered with The City of Aiken to help construct roads and a lift station to help with the city's infrastructure and connectivity.

Fitch Irick Development

- Charlie Irick, Developer
- Anderea Gonzalez, VP Development

Architect: Steele Group Architects

GC: Southern Pointe Construction

Property Management: Fitch Irick Property Management

Equity Source: 9% LIHTC (CAHEC) and State Credit (Sugar Creek Capital)

Construction and Permanent Loan: Churchill Stateside Group

48 Units

Family

100% Affordable

Total Development Cost: \$10,144,527

Acquisition: \$1,241,961

Tax Credit Fees: \$118,877

Hard Costs: \$6,505,276

Reserves: \$149,532

Design: \$216,200

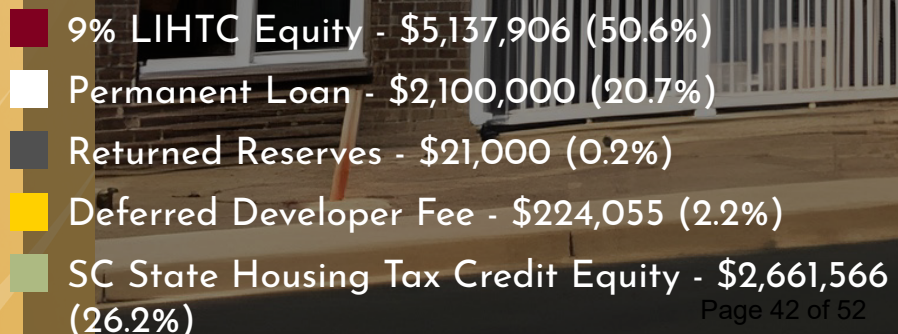
Developer Fees: \$912,001

Soft Costs: \$108,440

Contingency: \$321,129

Construction Financing Costs: \$464,000

Permanent Financing Costs: 107,111



RESOLUTION NO. 2026-XX

RESOLUTION ENDORSING TERMS OF GROUND LEASE FOR PROPERTIES ON AZALEA AVENUE AND OLD HENDERSONVILLE HIGHWAY FOR DEVELOPMENT OF AFFORDABLE HOUSING AND AUTHORIZING ITS EXECUTION

WHEREAS, the City of Brevard is committed to the expanding housing opportunities for all residents and is pursuing affordable housing initiatives in response; and

WHEREAS, the City contracted the Development Finance Initiative (DFI) to identify sites for a potential multi-family affordable housing project and identified 2.98 acres of land on Azalea Ave; and

WHEREAS, the City acquired the property to facilitate the development of a multi-family affordable housing project on the site and to leverage this development potential to secure funding to extend sewer to the entire Azalea / Rhododendron neighborhood; and

WHEREAS, the City of Brevard received a development proposal from Fitch Irick Corporation, who is a qualified development partner with deep experience in developing and operating housing projects funded by Low-Income Housing Tax Credits; and

WHEREAS, Fitch Irick must have legal control over the property to conduct due diligence activities, including but not limited to submitting an application for Low-Income Housing Tax Credits; and

WHEREAS, City staff and Fitch Irick Corporation have negotiated terms for a ground lease of the property that gives the developer control of the property for up to one year for due diligence, which may be extended for an addition 98 years provided terms of the agreement are met; and

WHEREAS, City Council heard a presentation on the ground lease and its terms at its January 20, 2026, meeting.

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

Section 01. The terms of the draft ground lease presented to the City Council at its meeting on January 20, 2026 are hereby endorsed; and

Section 02. There City Manager is hereby authorized to execute the ground lease agreement with minor modifications, as necessary.

Adopted and approved this the 20th day of January, 2026.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC

City Clerk

STAFF REPORT
City Council, Tuesday, January 20, 2026

Title: Fire Engine Purchase Update

Speaker: Chase Owen, Fire Chief
Dean Luebbe, Assistant City Manager/Finance Director

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

Approved by: Wilson Hooper, City Manager

Background

During the June 2, 2025 Council meeting, procurement of a new fire apparatus was approved pending approval from the Transylvania County Commissioners. Transylvania County Commissioners also approved of this procurement around that time. The original procurement was approved at 1 million dollars with \$550,000 of that being the responsibility for the City of Brevard and \$450,000 being the responsibility of Transylvania County. A contract was not signed on that apparatus at that time as the City had not received the apparatus currently on order. As time has elapsed there has been significant price increases and the cost of this truck is now \$1,155,901. This would bring the financial responsibility of the city to \$635,745.55 and the financial responsibility to the county to \$520,155.45.

This evening, BFD staff will make a presentation on the need for the new truck, production times, process moving forward and Admin. staff will present a proposed funding strategy.

Discussion

To reserve the department's place in line and lock in the price, BFD is requesting that the city commit to purchasing the truck this evening. The current build time for this apparatus is 850 days and the contract clearly states that it is subject to change. Market fluctuation for the pricing and build times is very common in the fire apparatus industry currently. Should this apparatus not be approved there could possibly be another significant price increase. The cost increases and prolonged build times are industry wide issues that are currently being addressed in Congressional hearings however there is no immediate relief on the horizon. Chief Owen and Asst Manager Luebbe went before the County Commissioners on January 12, 2026 and received approval by that board to move forward with this procurement pending approval by City Council. Atlantic Cost Fire Trucks the dealer for the fire engine has placed a no obligation placeholder for Brevard Fire Department with Smeal the builder of the apparatus which essentially locks in the pricing as well as our place in the production calendar.

Council is asked to refer to the attached document from BFD explaining the need for the new apparatus as well as the explanation for the increase in cost. If Council agrees to move forward with the purchase, city staff will ensure that the engine is procured according to the provisions of the city's Purchasing Policy to ensure value to the city.

Fiscal Impact

The City will be paying \$350,000 per year for the next two fiscal years (FY27 and FY28) on the Rescue Truck from July of 2023 and the 4 Wheel Drive Engine. The City is expecting delivery of this 4 Wheel Drive Engine by mid February of 2026. The last payment on these debts will be made in July of 2028 (Rescue) and July of 2029 (4 Wheel Drive). Debt payments on the fire engine under consideration are currently scheduled to begin in January of 2029, and are anticipated to be \$248,000 per fiscal year.

Action

Council is asked to weigh the need vs the cost and, if ready, authorize staff to begin the procurement of the apparatus and authorize the signing of the attached contract in order to acquire the fire engine.

Attachments:

1. ACFT Sales Contract BFD2027
2. Fire Department Request Update



37 Stonington Drive, Murrells Inlet, SC 29576

SALES CONTRACT

THIS CONTRACT ("Contract") is made by and between Atlantic Coast Fire Trucks, LLC ("ACFT"), and **City of Brevard FD,NC** ("Customer") for the purchase of **2027 Smeal/Spartan Custom Pumper** . This Contract will not become binding by ACFT until it is executed by an authorized person(s) on behalf of ACFT and the Customer, and the effective date of the Contract ("Effective Date") will be the date that the ACFT authorized person executes the Contract. The parties hereby agree as follows:

- (1) Subject to the terms of this Contract, the manufacturer shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.
 - (2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by the manufacturer because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.
 - (3) The Apparatus and Equipment shall be ready for delivery from the factory, within **850** days. This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or if there are customer driven delays to returning the corresponding signed change order to the factory. All days exceeding 10 days after the pre-construction conclusion with priced change order ready for approval will be added to the above-mentioned delivery timeframe. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time the manufacturer requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay. It is understood by the Customer that change orders can affect contract price and delivery time.
 - (4) A competent ACFT service representative shall, upon request, be provided to demonstrate and provide instructions in the handling and operation of Apparatus or Equipment described herein.
 - (5) In exchange for the Apparatus and Equipment, Customer agrees to pay ACFT the sum of **One Million one hundred fifty five thousand nine hundred and one Dollars (1,155,901.00)** ("Purchase Price"). The Purchase Price (a) includes a discount of **\$0** dollars for a **\$00** dollar prepayment to be made (type of prepayment option chosen); OR (b) Customer reserves the right to receive a \$ _____ discount if, after the Effective Date, a **\$1,155,901.00** payment is made at **Final Payment at Apparatus Final inspection at ACFT** (type of prepayment option chosen). Net payment is due within 21 days upon receipt of invoice or delivery to Customer, unless otherwise specified herein. Dealer-supplied or dealer-installed items that delay payment will be invoiced separately. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, ACFT reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly or will be added to the Purchase Price. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to ACFT and hold ACFT harmless from any such tax, interest or penalty which may at any time be assessed against ACFT.
- All payments must be made to Atlantic Coast Fire Trucks, LLC. Any representation that payment is to be to any other party is unauthorized.
- (6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of the Customer, completion of any discrepancy list, and shipment of Apparatus and Equipment from the factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Smeal will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Smeal has received full payment of the Purchase Price and taxes.
 - (7) ACFT shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by ACFT, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. ACFT shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.
 - (8) Customer shall indemnify ACFT against, and hold ACFT, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from ACFT's breach of its obligations under this Contract.

(9) ACFT warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. OTHER MANUFACTURER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) ACFT shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, public health emergencies, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of ACFT until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, ACFT may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date ACFT takes possession.

(12) This Contract will only be binding on ACFT after it is signed and approved by an authorized person of ACFT. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14) This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of ACFT, be brought in a court of record of the State of South Carolina in Horry County, in the United States District Court for the District of South Carolina, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By: Rob Smith on 09/24/2025.
ACFT Sales Representative – Print Name Date

Rob Smith
ACFT Sales Representative Signature

Atlantic Coast Fire Trucks, LLC
By: _____
Atlantic Coast Fire Trucks, LLC Authorized Signature

Print Name

Date

Customer: _____
By: _____
Customer Signature

Print Name
By: _____

Print Name

Date

- Includes:
Sourcewell FEE
Delivery
Pump Acceptance Test
EZ-Trac System



BREVARD FIRE DEPARTMENT

95 West Main Street • Brevard, North Carolina 28712

Station: 828-883-3333 • Fax: 828-883-8476

Matthew Chase Owen

Fire Chief

Request for Updated Council Approval – Fire Engine Replacement

Current Request and Status

On June 2, 2025, Brevard City Council approved the purchase of a new fire engine to replace a 2004 American LaFrance engine currently in service. Since that approval, the manufacturer has issued a confirmed price increase of \$155,901.00. Due to this increase, Brevard Fire Department is formally requesting updated approval from City Council to proceed with the purchase at the revised cost.

The apparatus scheduled for replacement is a 2004 American LaFrance engine equipped with a 2,000 GPM pump and a 1,000-gallon water tank, with approximately 40,000 miles. The engine is currently 22 years old and, based on current industry lead times, will be approximately 25–26 years old when the replacement unit is delivered.

While this engine has served the community well, it is well beyond its intended frontline service life and is no longer sustainable as a reliable frontline apparatus.

Apparatus Replacement Schedule

The Fire Department recently updated its apparatus replacement schedule following the delayed purchase of a rescue truck, which made the former plan obsolete. The new schedule establishes a 15-year ideal frontline service life, with the possibility of extending apparatus up to 10 additional years in a reserve status based on condition and reliability. Beyond 25

years, large apparatus are considered obsolete for municipal fire service operations.

This updated schedule provides:

- A normalized and predictable replacement cycle
- Improved fleet reliability and safety
- A stabilized long-term debt service strategy

All large apparatus are considered frontline units, except for one designated reserve engine.

When this American LaFrance engine is replaced, the new unit will be utilized more frequently than other engines due to the age and higher mileage of several remaining fleet units.

Current Issues and Operational Risk

This American LaFrance engine is already beyond its expected frontline service life and will be obsolete in firefighter safety, functionality, and performance standards when the replacement arrives.

Current documented concerns include:

- Multiple electrical wiring issues
- Ongoing braking system problems
- Increasing difficulty sourcing manufacturer-specific parts

American LaFrance went out of business approximately 15 years ago, making replacement parts extremely difficult and sometimes impossible to obtain. These issues present significant safety concerns, increase the likelihood of apparatus failure during emergency response, and elevate maintenance costs and downtime.

Replacement Engine Overview

Brevard Fire has completed specifications for a replacement engine that meets or exceeds all applicable NFPA 1901 standards.

The proposed apparatus will include:

- Spartan fire apparatus chassis
- Advanced emergency lighting systems
- Anti-lock braking systems
- Enhanced rollover protection
- Lower-leg and head airbag protection

The body will be built by Smeal Fire Apparatus and will closely mirror the new engine scheduled to arrive in the coming weeks, providing consistency in training, maintenance, and fleet operations.

This unit will have the capacity to carry all current equipment needs while allowing for future operational expansion.

Justification to Act Now

This apparatus continues to deteriorate, and replacement must be initiated as soon as possible. Current industry build times are estimated at 2.5 to 3 years. Delaying this order increases the risk of catastrophic mechanical failure, extended apparatus downtime, and increased maintenance and parts costs.

Procuring this engine is also critical to maintaining Brevard's ISO ratings:

- Class 3 within city limits
- Class 4 in the Sylvan Valley 2 district

Manufacturers are currently projecting annual price increases of 5–7%. If ordered today, delivery is projected around Q1 2029. This timeline also allows two existing apparatus loans to roll off, helping mitigate additional budgetary impact.

Potential Cost Savings

Discussions with manufacturers indicate that, depending on production placement, there is a possibility the department could receive an engine built under prior emissions standards, which could result in a \$20,000–\$40,000 cost savings. While not guaranteed, this opportunity would only exist if the apparatus is ordered promptly.

Looking Ahead

Due to American LaFrance being out of business and the condition of this engine, refurbishment is not a viable option.

However, once this unit is replaced, Brevard Fire will be positioned to utilize refurbishment strategies on future apparatus were appropriate. Our frontline Seagrave engine and ladder truck are excellent candidates for refurbishment, which can extend apparatus service life 1.5 to 2 times at a fraction of the cost of full replacement. This proactive approach will result in substantial long-term savings while maintaining fleet safety and performance.