



**AGENDA**  
**BREVARD CITY COUNCIL - REGULAR MEETING**  
**Monday, February 2, 2026 - 5:30 PM**  
**City Council Chambers**

**A. Welcome and Call to Order**

**B. Invocation**

Pastor Veranita Alvord, Brevard First United Methodist Church

**C. Pledge of Allegiance**

**D. Certification of Quorum**

**E. Approval of Agenda**

**F. Approval of Minutes**

1. January 20, 2026 Regular Meeting

**G. Certificates / Awards / Recognition**

**H. Public Comments**

**I. Special Presentation(s)**

1. City of Brevard Annual Independent Audit for Year Ending June 30, 2025
2. Winter Storm Fern Follow-up

**J. Public Hearing(s)**

**K. Consent and Information**

1. Request to Endorse City of Hendersonville BUILD Grant Application
2. Amendment to 2026 City Council Meeting Schedule - March Priority Setting Retreat
3. Capital Project Amendment - Estatoe Trail - \$263,500
4. FY 2025-2026 Financial Report as of December 31, 2025
5. Rosenwald Community Advisory Board Minutes - November 20, 2025
6. Parks, Trails, and Recreation Committee Meeting Minutes - December 17, 2025

7. Parks, Trails, and Recreation Committee Meeting Minutes - November 19, 2025

**L. Unfinished Business**

**M. New Business**

1. Public Art Application — Center of the Earth (44 Four Seasons Plaza)

**N. Remarks / Future Agenda Considerations**

**O. Closed Session(s)**

**P. Adjourn**

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Agenda Posted, Website, Sunshine List (January 29, 2026)

D. Hodsdon, City Clerk

*To review Agenda materials, go to the City's website [www.cityofbrevard.com](http://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 20, 2026 – 5:30 PM**

The Brevard City Council met in regular session on Tuesday, January 20, 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, Pamela Holder and Dean Lytle

**Staff Present** – City Attorney Mack McKeller, City Manager Wilson Hooper, City Clerk Denise Hodsdon, Assistant City Manager/Finance Director Dean Luebbe, Assistant City Manager David Todd, Assistant to the City Manager Shawnee Cummings, Communications Coordinator Becky McCann, Planning Director Paul Ray, Senior Planner Emily Brewer, Police Chief Christy Wentzell, Fire Chief Chase Owen, Public Works Director Wesley Shook, Water Treatment Plant ORC Dennis Richardson, Wastewater Treatment Plant ORC Aaron Winans, and Community Center Director Tyree Griffin

**Guests/Presenters** – Sara VanLear and Sarah Odio of DFI, and Anderea Gonzalez of Fitch Irick

**Press** – None.

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

**B. Invocation** – Pastor Andrew Crimmins of St. Timothy United Methodist Church offered an invocation.

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

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

**E. Approval of Agenda** – Mr. Hooper requested to add a briefing on upcoming inclement weather under Special Presentations as Item I-1. Mr. Wise moved, seconded by Ms. Holder to approve the agenda as amended. The motion carried unanimously.

**F. Approval of Minutes**

**F-1. January 5, 2026 Regular Meeting** – Mr. Baker moved, seconded by Mr. Daniel to approve the minutes of the January 5, 2026 Regular Meeting as presented. The motion carried unanimously.

**G. Certificates / Awards / Recognition**

**G-1. Proclamation No. 2026-02 White Squirrel Day** – Mayor Copelof read the proclamation aloud and will read it again and present it at the White Squirrel Day celebration on February 2nd.

**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.

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

s/ Maureen Copelof, Mayor

## **H. Public Comments**

Doug Powell of 170 Oakdale Rd. said I trust everyone had a nice weekend celebrating the life of one of America's great civil rights leaders and orators, the Rev. Dr. Martin Luther King, Jr. Unfortunately, in recent years his full name has been truncated by most of us into MLK, and many simply refer to yesterday's national holiday as MLK Day, which doesn't adequately represent his legacy. Perhaps this has been done out of convenience, or maybe it is somewhat inconvenient to have future generations discover that such an important figure in America's history was actually a preacher whose speeches contained countless references to the Bible because he had earned his doctorate degree in theology. Just like most seasoned Americans used to know the YMCA as an acronym referring to the Young Men's Christian Association, today very few school-aged Americans know that what we now call the "Y", that its original purpose was to infuse Christian values through the mind, body and spirit connection. As President Woodrow Wilson stated, "A nation which does not remember what it was yesterday does not know what it is today, nor what it is trying to do." An excellent example of this is the Indiana Hoosiers, which won college football's national championship last night on MLK Day. Why is Indiana called the Hoosier State? Most scholars link Indiana's namesake to another important reverend in American History, Reverend Harry Hoosier. Despite Hoosier being illiterate, signer of the Declaration of Independence Benjamin Rush called him the greatest orator in America. Hoosier studied under the tutelage of the famous Methodist minister Francis Astbury, and they preached thousands of times together. Harry Hoosier had an amazing ability to connect with blue collar Americans, who like himself had very little education. The transformations of these rough and tumble types to Christ were so dramatic, when many of them ultimately moved west from New England to the newly established Indiana Territory, they were referred to by the nickname Hoosiers. Why am I sharing this you all tonight? Because the Reverend Harry Hoosier was born a slave in North Carolina but ultimately won his freedom. He was perhaps the most famous Black preacher in the founding era that no one has ever heard of. When he preached most of his very large crowds consisted of both Blacks and whites. Methodist Bishop Thomas Coke said of Harry "I really believe he is one of the best preachers in all the world." In the mid 1780's when Hoosier preached to a Delaware church, it is considered one of the earliest sermons delivered to an all-white congregation by a Black minister.

## **I. Special Presentations**

**I-1. Briefing on Upcoming Inclement Weather** – Mr. Hooper asked Staff to give briefings on the City's preparations for upcoming Winter Storm Fern. He notified Council that if the storm does precipitate as expected this weekend, City Hall will be closed on Monday, and perhaps Tuesday of next week, and city services will be affected.

Communications Coordinator Becky McCann shared that any notifications and

updates would be posted on the City's website and social media platforms. She encouraged residents to sign up for city alerts and demonstrated how to sign up through the City's website. Additionally, she demonstrated how to sign up for alerts from Transylvania County.

Public Works Director Wesley Shook reported that city crews will work around the clock. He said we have seven trucks and will start plowing in the middle of town and work our way out. He encouraged residents to park in drive-ways off the roads to assist with snow plowing, and if possible, to stay off the roads. Brine and ice melt will be applied to roads and handicap ramps in advance of the storm. Trash pickup will be dependent on the weather. He said to call 911 for trees down on power lines, and to call the Transylvania County OCD non-emergency number for trees down across roads.

Fire Chief Chase Owen reported that as of this evening's forecast, snow ranges are predicted to be from one to two feet with some ice accumulation. The timing for the storm is variable, but as of now it appears that it will start late Friday and go through Sunday. The Department of Transportation is working on getting more equipment to the county. He encouraged residents to make sure they have enough supplies to be self-sufficient for 72 hours plus. He also urged everyone to stay away from downed power lines, to use caution with portable heaters and generators, and to call 911 only in case of an emergency.

**J. Public Hearing(s) – None.**

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

**K-1. Tax Settlement Report – December 2025**

**K-2. Public Works and Utilities Committee Minutes – November 5, 2025**

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

**L. Unfinished Business – None.**

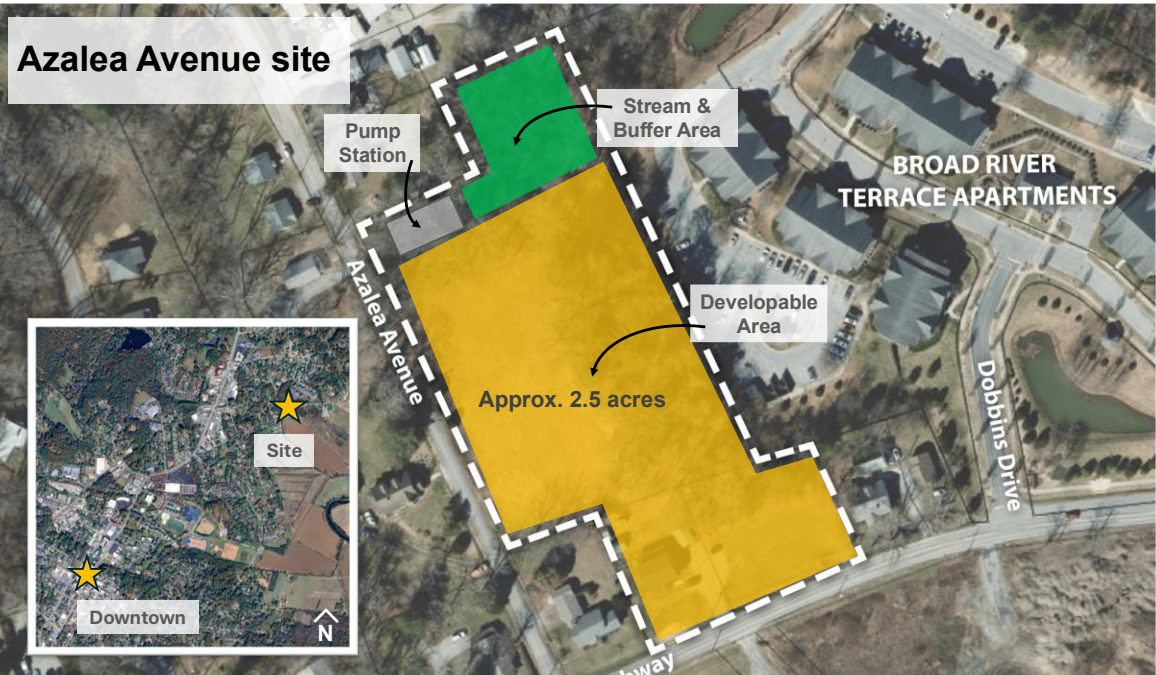
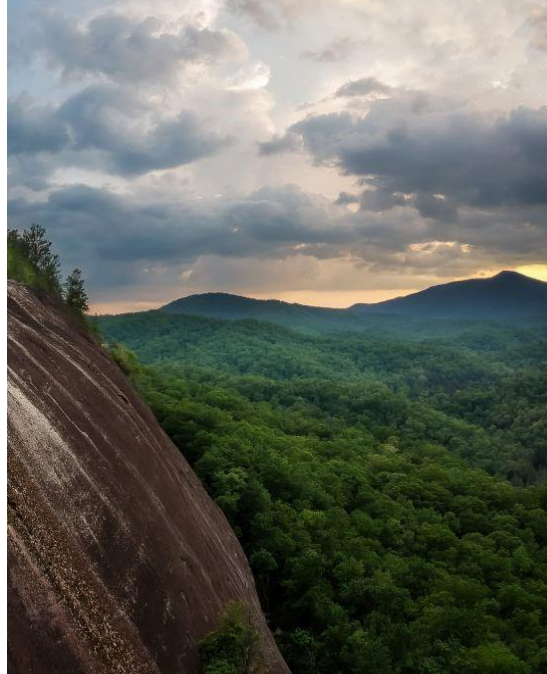
**M. New Business**

**M-1. Azalea Avenue Development Concept and Next Steps** – Mr. Hooper introduced Sara VanLear from the Development Finance Initiative (DFI) and Anderea Gonzalez of Fitch Irick, who gave the following presentation:

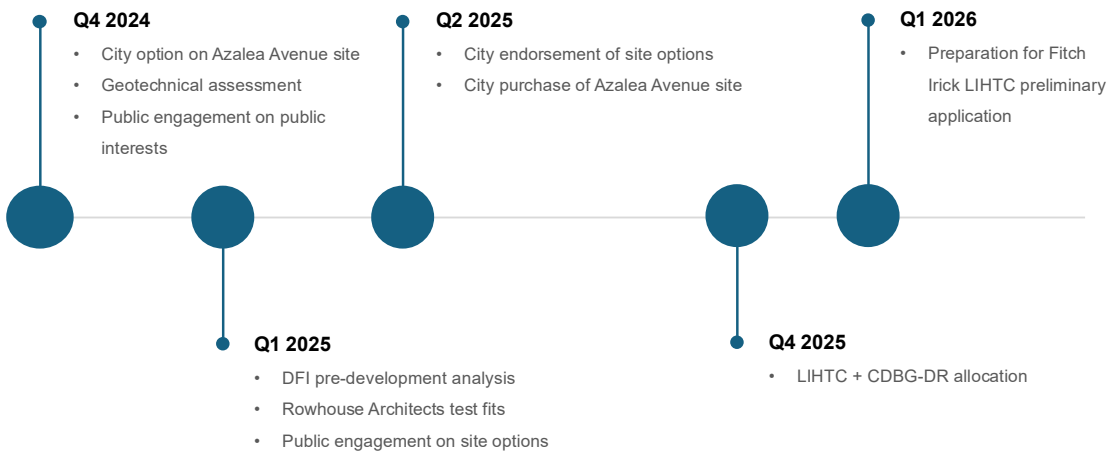


# Objectives

- Provide a public update on the Azalea Avenue development
- Discuss Fitch Irick's proposal for Azalea Avenue
- Review next steps



# Azalea Avenue pre-development timeline



## Azalea Avenue development update

- NC Housing Finance Agency’s updated LIHTC allocation plan includes:
  - increased tax credit allocation for the West region, and
  - Tropical Storm Helene CDBG-Disaster Recovery funding
- Future CDBG-DR funding paired with LIHTCs is uncertain
- Transylvania County’s Tropical Storm Helene recovery eligibility may improve its LIHTC competitiveness in the upcoming LIHTC funding round
- Fitch Irick submitted a Letter of Interest to develop affordable housing on Azalea Avenue. This LOI prompted the Housing Committee to request a development proposal by January 7, 2026 to meet NCHFA’s January 23, 2026 preliminary LIHTC application deadline.
- Fitch Irick is a qualified developer:
  - Developed and operates Broad River Terrace, and has deep LIHTC experience across the Southeast (over 50 developments and 300 properties under management)
  - Committed to prioritizing the Azalea Avenue site for January 2026 submission

## Takeaways

1. Fitch Irick submitted a complete proposal on January 7, 2026
2. Fitch Irick’s proposal includes:
  - 60 rental units (+/-) affordable to households earning between 40%—60% of the Area Median Income
  - On-site amenities (green space, playground and indoor community space)
  - On-site pump station to accommodate future sewer infrastructure for the neighborhood
  - Primary funding source: 9% Low Income Housing Tax Credits
3. The estimated City participation is land conveyance only

## Fitch Irick Experience



Broad River Terrace  
Brevard, NC  
(60 Units; 2011)



Love Mill Apartments  
Whiteville, NC  
(60 Units; 2024)



Woodford Trace Apartments  
Aiken, SC  
(48 Units; 2021)

<https://fitchirick.com/>

## Fitch Irick response to Brevard's 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 15 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.

### 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 CDBG 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.



## Proposed development

- 60 units (+/-)
- 100% affordable (40%-60% AMI)
- Three buildings: 2-3 stories
- Amenities: green space, playground, and community space
- Pump station incorporated into site design
- Site optimized for LIHTC competitiveness



## Financial Feasibility

### Estimated Development Budget

Project Costs	Est. Total (\$)	% of Total
Ground Lease	\$1	0%
Hard Costs	\$14,360,000	74%
Soft Costs	\$1,250,000	6%
Contingency	\$740,000	4%
Finance Costs	\$1,150,000	6%
Reserves	\$360,000	2%
Development Fee & Overhead	\$1,450,000	8%
<b>Total</b>	<b>\$19,300,000</b>	<b>100%</b>

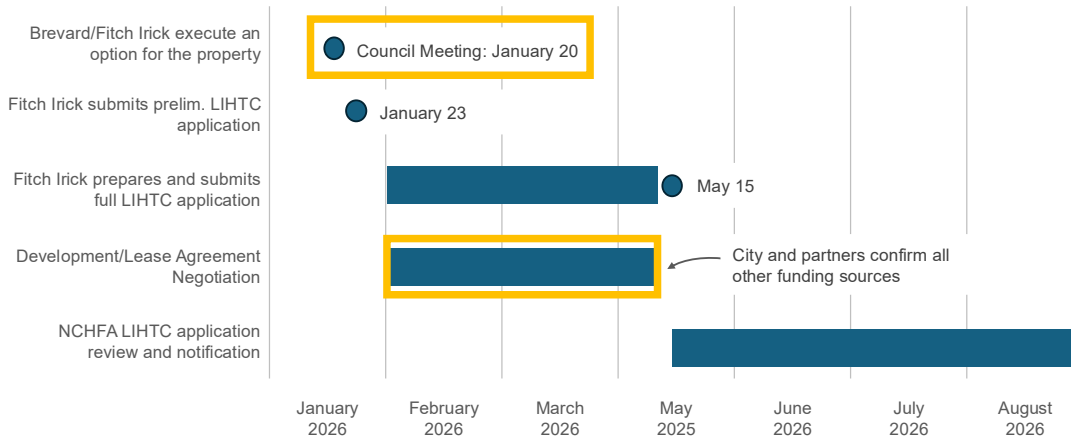
All numbers reflect rounded Fitch Irick budgeted estimates.

### 9% LIHTC Scenario

Project Funding Source	Est. Total (\$)	% of Total
LIHTC Equity	\$11,000,000	57%
CDBG-DR Helene Relief	\$3,000,000	16%
Primary Loan	\$2,950,000	15%
WHLP Loan*	\$2,000,000	10%
Deferred Developer Fee	\$350,000	2%
<b>Total</b>	<b>\$19,300,000</b>	<b>100%</b>

Land conveyance assumed at nominal rate.  
All numbers reflect rounded Fitch Irick budgeted estimates.  
\*Pending state appropriation.

## Next Steps and Estimated Timeline



During questions and comments by Council, Mr. Hooper explained that Staff is requesting that Council adopt a resolution endorsing the terms of a draft ground lease that gives Fitch Irick control of the property for up to one year for due diligence and allows a 98-year extension if Fitch Irick secures LIHTC funding and executes a development agreement with the City for the affordable housing project.

Mr. Baker moved, seconded by Ms. Holder to approve the resolution authorizing the City Manager and City Attorney to negotiate the terms of a ground lease with Fitch Irick. The motion carried unanimously.

**RESOLUTION NO. 2026-03  
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 expanding housing opportunities for all residents and is pursuing affordable housing initiatives in response; and

**WHEREAS**, the City contracted with 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 additional 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.** The City Manager is hereby authorized to execute the ground lease agreement with minor modifications, as necessary.

Adopted and approved this the 20<sup>th</sup> day of January, 2026.

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

s/ Maureen Copelof, Mayor

**M-2. Fire Engine Purchase Update** –Chief Owen recalled that in June 2025 Council approved the purchase of a new fire engine for \$1M, with \$550,000 to be paid by the City and \$450,000 paid by the County. A contract was not signed at that time as the City had not received the apparatus that is currently on order and scheduled to arrive anytime now. Since that time the price for the truck has increased to \$1,155,901, which brings the financial responsibility of the City to \$635,745.55 and the financial responsibility of the County to \$520,155.45. Due to this increase, Brevard Fire Department is formally requesting updated approval from City Council to proceed with the purchase at the revised cost and sign a contract now to lock in that price. He noted that once the truck is ordered it will be at least 850 days before it arrives.

Chief Owen explained that this truck would replace a 22 year-old American LaFrance that currently has some major mechanical issues and is well beyond its intended frontline service life and no longer sustainable as a reliable frontline apparatus. He reviewed the Fire Department’s updated apparatus replacement schedule which establishes a 15-year ideal frontline service life, with the possibility of extending apparatus up to 10 additional years in reserve status based on condition and reliability, and provides a stabilized long-term debt service strategy.

Mr. Baker moved, seconded by Mr. Daniel to authorize the City Manager to sign the contract to order the fire engine. The motion carried unanimously.

#### **N. Remarks/Future Agenda Considerations.**

Ms. Holder expressed thanks to Mayor Copelof, Chief Wentzell and Council Member Lytle for their support and participation in the Rev. Dr. Martin Luther King, Jr. celebration last night. She said a generation or two from now won’t know what MLK is, except a day off, so I think keeping that name alive, as well as his vision, is important. She thanked the community for their support and noted that the march was huge with between 150 and 200 people.

Mr. Wise read a prepared statement – This week, we are remembering and celebrating the life of one of America’s most impactful leaders, Martin Luther King, Jr. While he contributed and enriched our country in innumerable ways, I wanted to mention his idea of “creative maladjustment” specifically.

Creative maladjustment is the refusal to accept an unjust or dehumanizing society, channeling discontent into constructive action for social change rather than conforming to harmful norms. Dr. King stated you should be "proud to be maladjusted" to racism, violence, and inequality. It is a conscious choice to channel discontent with systemic injustice into fostering positive, collective efforts like civil disobedience, critical thinking, freedom, and justice for all.

“There are certain things in our nation and in the world which I am proud to be maladjusted and which I hope all men [and women] of goodwill will be maladjusted until the good society is realized. I say very honestly that I never intend to become adjusted to segregation and discrimination. I never intend to become adjusted to religious bigotry. I never intend to adjust myself to economic conditions that will take necessities from the many to give luxuries to the few. I never intend to adjust myself to the madness of militarism, to the self-defeating effects of physical violence.”

More than 50 years later, we are again witnessing federally sanctioned acts that emphasize bigotry, hate, racism, and inequality.

Dr. King taught that creative maladjustment means refusing to accept violence as a solution, refusing to accept the marginalization of people based on status or origin, and refusing to be silent when policies and actions harm our neighbors. It calls for speaking out with both courage and compassion, for listening without judgment, and for insisting that justice be tempered with mercy.

Locally, we cannot direct federal policy, but we can stand for the dignity of every person in our community. We can support peaceful expression, equitable treatment under the law, and dialogues that reflect empathy. We can remind ourselves and our constituents that we can respond to hate and ignorance with compassion, courage, and conscience.

Mr. Baker thanked Mr. Powell and Councilman Wise for their comments and said it is important to remember the full context. He said you see a lot of quotes around this time every year and there's often not a lot of understanding of Rev. Dr. King, Jr.'s words. In his letter from jail, he I think was battling around those same ideas and he had been called an extremist at the time. There are times where extremism in the face of a justice system which is unjust is required. I think in times like we are in, unfortunately there are often voices who jump to call people extremists in order to quiet them. We should remember the leaders that have come before us and the things that they have said. He mentioned that he has talked with Attorney McKeller about our committees utilizing video conferencing, which was very common during Covid. It is not allowed at the Council level, but our committees can utilize it, and I think we need to go ahead and take the steps necessary to make that official. He added that as we head into budget season, we need to look at the audiovisual and streaming capabilities in council chambers and make sure that we have the right equipment in place.

Mr. Daniel thanked Mr. Wise for his comments and said I feel like they are important things to keep in mind. I would like to declare myself as creatively maladjusted as possible. We don't get many opportunities to express that in our concern with the state of our nation, but we need to take the opportunities when they come. He hoped everyone stays safe during the storm and noted that we have a battle-hardened staff after Hurricane Helene, and I think we are pretty well ready to deal with whatever comes our way.

Mr. Lytle thanked everyone for their presentations tonight. He said being a part of the celebration last night really made me sit and self-reflect and think about what makes the city great, and it's always the people and it's always all of us looking out for the least of us. We even saw it here tonight. One of the things that Dr. King said, and I'm paraphrasing, he said that I'm not okay unless you're okay, and it's that interrelatedness that he always preached. I think as a Council, as we move forward and we think about our community, if we always keep that in mind that the least of us and that our neighbor is okay, then in our own small way we can maybe mitigate some of the things that we can't control at a larger level. Several times since the election, as people have congratulated me, one of the next things they have said was I hope that we are going to be okay. There is a lot of worry and a lot of angst, and my reply is that all we can do is control our own town, and at the level we're at by helping our neighbor. If we think about our neighbors and we take care of them, those little things will lead to the big things, and we'll be okay. Great time to reflect and looking forward to this next year to make sure that we fulfill that promise.

Mr. Hooper asked everyone to stay safe this weekend.

Mayor Copelof said I will reiterate that we had an amazing ceremony yesterday, and I want to thank Councilwoman Holder who led the team that put it together. I appreciate Chief speaking, I appreciate the community, I thank the NAACP that played big part in the march, and I want to thank the youth from the Job Corps for joining us in the march. I want to thank our elected officials here, because we as an elected body, and our staff...we here in Brevard are so fortunate because we do embody, and the heart of our community is the vision and the values that Rev. Dr. Martin Luther King, Jr. put forward, and we will not be intimidated into losing sight of those values. We will go

forward with righteousness and the power of truth and we will hold to that no matter what happens. That is the message I think our community saw yesterday.

**O. Closed Sessions** – None.

**P. Adjourn** – There being no further business, at 7:00 p.m. Ms. Holder moved, seconded by Mr. Baker, to adjourn the meeting. The motion carried unanimously.

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Maureen Copelof  
Mayor

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Denise Hodsdon, CMC  
City Clerk

Minutes Approved: February 2, 2026

**STAFF REPORT**  
**City Council, Monday, February 2, 2026**

**Title:** City of Brevard Annual Independent Audit for Year Ending June 30, 2025

**Speaker:** Travis Keever, Gould Killian CPA Group  
Dean Luebbe, Assistant City Manager/Finance Director

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

**Approved by:** Wilson Hooper, City Manager

**Background**

NCGS 159.34 requires that each local government entity annually compile its financial statements for the prior fiscal year, and have them audited according to GAAP (Generally Accepted Accounting Principals). By requiring this review, the statute helps keep NC local governments financially healthy, and ensures transparency in public spending.

Brevard contracts with Gould Killian CPA Group out of Asheville to both compile the financial statements and audit them according to GAAP. Gould Killian submitted the audit to the state Local Government Commission (LGC) on Brevard's behalf in December 2025. The LGC has received the document and approved it as to form. Travis Keever from Gould Killian will summarize the audit's findings.

**Discussion**

The state government prescribes the format of the document. The financial statements express the city's overall financial condition. They review more than just revenue in and expenses out, they calculate the value of all the city's assets and weigh them against the value of all the city's liabilities. The audit renders an independent opinion on the accuracy and reliability of those statements, and comments on the city's fidelity to internal controls. Gould Killian gave Brevard an "unmodified opinion", meaning a clean report with no significant concerns about the accuracy of the city's number or its internal controls. The report also calculates the city's fund balance, which is an important bellwether used by the LGC to gauge the city's creditworthiness and financial health.

The LGC will review the report further and send any substantive notes at a later date.

In summary, the report finds the city's finances evolving but in a healthy state overall. The audit also confirms smaller fund balances across the city's various "savings accounts". Some of this was intentional, like tapping HTF to support Fairhaven Meadows, while others were the product of the changing economy, like the dwindling Health Insurance Fund. The city's available fund balance is \$4,339,318. However, city policy requires an amount equivalent to 25% of budgeted expenditures (for FY25, \$3,017,178) be held, making the usable available fund balance \$1,322,140 at year-end.

The FY24/25 Audit can be viewed at the following link:

<https://www.cityofbrevard.com/DocumentCenter/View/6121/City-of-Brevard-Audit-Report---Year-Ending-June-30-2025>

Hard were distributed to Council on Monday, February 2, 2026. A supplemental attachment is included with this agenda.

The report also includes recognition by the Government Finance Officers Association (GFOA) for the city's FY24 report.

**Action**

No action requested. For information and discussion only.

**Attachments:**

1. City of Brevard 2025 Board Comm - ISSUED



# AUDIT WRAP UP

December 31, 2025



The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Governing Board and Finance Committee) and, if appropriate, management of the Government and is not intended and should not be used by anyone other than these specified parties.



**GOULD KILLIAN  
CPA GROUP, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

December 31, 2025

To the Members of City Council  
City of Brevard, North Carolina

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. On April 7, 2025 we presented in the engagement letter an overview of our plan for the audit of the financial statements of the City of Brevard (the City) as of and for the year ended June 30, 2025, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the City's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the City and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

*Gould Killian CPA Group, P.A.*

Asheville, North Carolina

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# Discussion Outline

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# Status of Our Audit

We have completed our audit of the financial statements as of and for the year ended June 30, 2025. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- The scope of the work performed was substantially the same as that described to you in our engagement letter.
- We have issued an unmodified opinion on the financial statements and released our report dated December 31, 2025.
- Our responsibility for other information in documents contained in the City's audited financial statements (e.g. management's discussion and analysis, budgetary comparisons, schedules of pension amounts) does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by the City and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- All records and information requested by GK were freely available for our inspection.
- Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of City of Brevard personnel throughout the course of our work.

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# Results of Our Audit

## QUALITATIVE ASPECTS OF ACCOUNTING PRACTICES

The following summarizes the more significant required communications related to our audit concerning the City's accounting practices, policies, and estimates:

The City's significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- A summary of recently issued accounting pronouncements is included in the Significant Accounting and Reporting Matters section of this report.
- No new accounting policies were implemented during the year.
- No changes were made to existing accounting policies.
- One new accounting standard was implemented during the year. As described in Note 14 to the financial statements, the City implemented GASB Statement No. 101 - Compensated Absences, the effects of which are more fully described on page 7.
- We noted no transactions entered into by the City during the fiscal year for which there is a lack of authoritative guidance or consensus.
- All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Significant estimates are those that require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The City's most significant accounting estimates were:

### Significant accounting estimates include:

Depreciation methods as described in the Notes to the financial statements,

Allowances for uncollectible receivables, which are based upon management's judgments and the aging of receivables that may be uncollectible, and

Pension obligations, which are based on actuarial assumptions and methods, as well as the allocation of the overall plan data between the plan participants, and

Other post-employment benefits obligations, which are based on actuarial assumptions and methods.

- We evaluated the key factors and assumptions used to develop the significant estimates in determining that they are reasonable in relation to the financial statements taken as a whole.
- Management did not make any significant changes to the processes or significant assumptions used to develop the significant accounting estimates in FY 2025.

The financial statement disclosures are neutral, consistent, and clear.

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# Results of Our Audit

## **CORRECTED AND UNCORRECTED MISSTATEMENTS**

We have proposed several adjustments which have been made by management. Most of these are normal closing entries which arise during our audit based on information provided to us by management. We assist management with these adjustments, but do not consider them to be material because by nature, they are closing entries that management would have prepared and posted.

However, we do consider some of our proposed adjustments to be material adjustments. These are adjustments that would have materially misstated the financial statements if not corrected by us during the audit for financial presentation purposes. A list of all audit adjustments is available upon request. The City's finance director has reviewed and approved the proposed audit adjustments and the audited financial statements for reasonableness and accuracy based on trial balance information and related documentation.

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# Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Brevard’s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the City’s internal controls over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
<b>Deficiency in Internal Control</b>	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
<b>Significant Deficiency</b>	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
<b>Material Weakness</b>	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Government’s financial statements will not be prevented, or detected and corrected on a timely basis.

In conjunction with our audit, we noted no material weaknesses in internal control.

# Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the City:

Requirement	Discussion Points
<b>Significant changes to planned audit strategy or significant risks initially identified</b>	There were no significant changes to the planned audit strategy or significant risks initially identified and previously communicated to those charged with governance.
<b>Obtain information from those charged with governance relevant to the audit</b>	There were no matters noted relevant to the audit, including, but not limited to: violations or possible violations of laws or regulations; risk of material misstatements, including fraud risks; or tips or complaints regarding the City’s financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
<b>If applicable, nature and extent of specialized skills or knowledge needed related to significant risks</b>	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform the planned audit procedures or evaluate audit results related to significant risks.
<b>Consultations with other accountants</b>	We are not aware of any consultations about accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent public accountants on the application of generally accepted accounting principles. The finance director oversaw the auditor’s non-audit services, including review and approval of proposed audit adjustments and the audited financial statements.
<b>Disagreements with management</b>	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the City’s financial statements or to our auditor’s report.
<b>Significant difficulties encountered during the audit</b>	There were no significant difficulties encountered during the audit.
<b>If applicable, other matters significant to the oversight of the Government’s financial reporting process, including complaints or concerns regarding accounting or auditing matters</b>	There are no other matters that we consider significant to the oversight of the City’s financial reporting process that have not been previously communicated.
<b>Representations requested from management</b>	Please refer to the management representation letter obtained from management.

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# Independence Communication

Our engagement letter to you dated April 7, 2025 describes our responsibilities in accordance with professional standards with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the City with respect to independence as agreed to by the City. Please refer to that letter for further information.

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# Significant Accounting & Reporting Matters

The Governmental Accounting Standards Board (GASB) has recently issued several new pronouncements. We do not expect the new standards to have a significant effect on the City's future financial reporting.

Recently issued statements are as follows:

- GASB No. 101 "Compensated Absences" -- This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences. This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities. This Statement amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences. The City implemented this statement during the fiscal year ending June 30, 2025.
- GASB No. 103 "Financial Reporting Model Improvements" -- The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

## Management's Discussion and Analysis

This Statement continues the requirement that the basic financial statements be preceded by management's discussion and analysis (MD&A), which is presented as required supplementary information (RSI). MD&A provides an objective and easily readable analysis of the government's financial activities based on currently known facts, decisions, or conditions and presents comparisons between the current year and the prior year. This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this Statement stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed. This Statement emphasizes that the analysis provided in MD&A should avoid unnecessary duplication by not repeating explanations that may be relevant to multiple sections and that "boilerplate" discussions should be avoided by presenting only the most relevant information, focused on the primary government. In addition, this Statement continues the requirement that information included in MD&A distinguish between that of the primary government and its discretely presented component units.

## Unusual or Infrequent Items

This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Furthermore, governments are required to display the inflows and outflows related to each unusual or infrequent item separately as the

last presented flow(s) of resources prior to the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows.

#### Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position

This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses are defined as revenues and expenses other than nonoperating revenues and expenses. Nonoperating revenues and expenses are defined as (1) subsidies received and provided, (2) contributions to permanent and term endowments, (3) revenues and expenses related to financing, (4) resources from the disposal of capital assets and inventory, and (5) investment income and expenses. In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses. Subsidies are defined as (1) resources received from another party or fund (a) for which the proprietary fund does not provide goods and services to the other party or fund and (b) that directly or indirectly keep the proprietary fund's current or future fees and charges lower than they would be otherwise, (2) resources provided to another party or fund (a) for which the other party or fund does not provide goods and services to the proprietary fund and (b) that are recoverable through the proprietary fund's current or future pricing policies, and (3) all other transfers.

#### Major Component Unit Information

This Statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If the readability of those statements would be reduced, combining statements of major component units should be presented after the fund financial statements.

#### Budgetary Comparison Information

This Statement requires governments to present budgetary comparison information using a single method of communication—RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged.

- GASB No. 104 "Disclosure of Certain Capital Assets" -- This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87, Leases, and intangible right-to-use assets recognized in accordance with Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, should be disclosed separately by major class of underlying asset in the capital as-sets note disclosures. Subscription assets recognized in accordance with Statement No. 96, Subscription-Based Information Technology Arrangements, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class. This Statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged.

**STAFF REPORT**  
**City Council, Monday, February 2, 2026**

**Title:** Winter Storm Fern Follow-up

**Speaker:** Chief Chase Owen, Brevard Fire Department  
Chief Christy Wentzell, Brevard Police Department  
Wesley Shook, Public Works Director  
David Todd, Assistant City Manager

**Prepared by:** Wilson Hooper, City Manager

**Approved by:** Wilson Hooper, City Manager

**Background and Discussion**

At the January 20, 2026 City Council meeting, staff gave a presentation on its preparations for wintry weather forecasted for the area.

As expected, the storm—designated Winter Storm Fern—occurred between January 23 and 25, 2026. The storm brought significant wintry precipitation and frigid cold temperatures, requiring enhanced municipal public safety and public works services.

This evening, staff from the various departments involved will brief the Council on the city's response activities, including the number and type of public safety calls it responded to. Staff will also share information on several matters related to the utility system that might require action in the weeks to come.

**Action**

No action requested; for information and discussion only.

**Attachments:**

**STAFF REPORT**  
**City Council, Monday, February 2, 2026**

**Title:** Request to Endorse City of Hendersonville BUILD Grant Application

**Speaker:** Paul Ray, Planning Director

**Prepared by:** Paul Ray, Planning Director

**Approved by:** Wilson Hooper, City Manager

**Background**

The City of Hendersonville is preparing a FY2026 application to the U.S. Department of Transportation’s BUILD (Better Utilizing Investments to Leverage Development) grant program for the Hendersonville Downtown Streets Modernization Project: *New Streets for New Business*. This expands on a prior BUILD application that was competitive but not selected in a previous funding cycle. As part of the FY2026 application, Hendersonville is requesting updated letters of support from regional partners to reflect revised federal guidance and an updated project scope and title.

**Discussion**

The Hendersonville Downtown Streets Modernization Project will improve safety and accessibility for pedestrians and bicyclists along two historic downtown corridors, enhance the public realm, reconnect underserved neighborhoods, improve resilience to flooding, and support local economic development.

Of particular relevance to the City of Brevard, the project will strengthen regional connectivity by improving access to major trail systems, including the Ecusta Trail, which will directly link Brevard and Hendersonville. The project advances shared regional goals related to transportation safety, tourism, economic vitality, and overall quality of life in Western North Carolina.

**Action**

Staff recommends that City Council adopt the Resolution Endorsing the City of Hendersonville’s FY2026 BUILD Grant Application for the Hendersonville Downtown Streets Modernization Project: *New Streets for New Business*.

**Attachments:**

- 1. Resolution Endorsing Hendersonville's FY2026 BUILD Grant Application

**CITY OF BREVARD, NORTH CAROLINA  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION ENDORSING THE CITY OF HENDERSONVILLE’S FY2026 BUILD GRANT  
APPLICATION FOR DOWNTOWN STREETS MODERNIZATION PROJECT: NEW STREETS FOR  
NEW BUSINESS**

**WHEREAS**, the City of Hendersonville, in partnership with Henderson County, the North Carolina Department of Transportation (NCDOT), and other local stakeholders, is submitting an application to the U.S. Department of Transportation for a FY2026 BUILD (Better Utilizing Investments to Leverage Development) Grant for the Hendersonville Downtown Streets Modernization Project: New Streets for New Business; and

**WHEREAS**, the Hendersonville Downtown Streets Modernization Project will improve safety and accessibility for pedestrians and bicyclists along two historic downtown corridors, create a more welcoming and accessible public realm, reconnect underserved neighborhoods to downtown, improve resilience to flooding, and enhance regional connectivity, including improved access to the Ecusta Trail linking the City of Brevard and the City of Hendersonville; and

**WHEREAS**, the City of Brevard recognizes the importance of coordinated regional transportation investments that improve quality of life, expand transportation choices, create local jobs, support local businesses, and strengthen economic opportunity across municipal boundaries; and

**WHEREAS**, the Hendersonville Downtown Streets Modernization Project aligns with federal transportation priorities by creating safer transportation systems, improving quality of life for residents and visitors, supporting local businesses, increasing tourism, and providing accessible, affordable, and connected transportation options;

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

**Section 1.** The City of Brevard hereby expresses its strong support for and endorsement of the City of Hendersonville’s FY2026 BUILD Grant application for the Hendersonville Downtown Streets Modernization Project: New Streets for New Business.

**Section 2.** The City of Brevard respectfully encourages the U.S. Department of Transportation to give full and favorable consideration to this application in recognition of

its regional benefits, its contribution to transportation safety and economic vitality, and its role in strengthening connections between communities in Western North Carolina.

**Section 3.** This resolution shall become effective upon adoption.

ADOPTED AND APPROVED this, the 2<sup>nd</sup> day of February 2026.

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Maureen Copelof, Mayor

ATTEST:

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Denise Hodsdon, CMC  
City Clerk

**STAFF REPORT**

**City Council, Monday, February 2, 2026**

**Title:** Amendment to 2026 City Council Meeting Schedule - March Priority Setting Retreat

**Speaker:** Denise Hodsdon, City Clerk

**Prepared by:** Denise Hodsdon, City Clerk

**Approved by:** Wilson Hooper, City Manager

**Background**

City Council adopted its 2026 Meeting Schedule on December 1, 2025, which included a Priority Setting Retreat on Friday, March 6, 2026. The City Council Meeting Schedule is published on the City's website. Council may amend its meeting schedule at any time when necessary.

**Discussion**

In response to Council feedback that previous priority setting retreats have felt rushed, the retreat planning group (Mayor Copelof, Councilmember Holder, and Wilson Hooper) recommend adding a half day extension to the retreat schedule.

**Action**

Staff requests Council adopt the amended Brevard City Council 2026 Meeting Schedule as amended. The adopted amended schedule will be posted on the City's website.

**Attachments:**

- 1. Amended 2026 Council Meeting Schedule

## Brevard City Council 2026 Meeting Schedule

Day / Date	Time	Type	Location
Monday, January 5, 2026	5:30 PM	Regular Meeting	Council Chambers
Tuesday, January 20, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, February 2, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, February 16, 2026	5:30 PM	Regular Meeting	Council Chambers
Friday, March 6, 2026	8:30 AM to 5:00 PM	<b>Priority Setting Retreat Session #1</b>	Mary C. Jenkins Community Center
Saturday, March 7, 2025	8:30 AM to Noon	<b>Priority Setting Retreat Session #2</b>	Mary C. Jenkins Community Center
Monday March 16, 2026	5:30 PM	Regular Meeting	Council Chambers
Friday, April 10, 2026	8:30 AM	<b>Budget Workshop</b>	Council Chambers
Monday, April 20, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, May 4, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, May 18, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, June 1, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, June 15, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, July 20, 2026 <i>(If Needed)</i>	5:30 PM	Regular Meeting	Council Chambers
Monday, August 3, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, August 17, 2026	5:30 PM	Regular Meeting	Council Chambers
Tuesday, September 8, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, September 21, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, October 5, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, October 19, 2026	5:30PM	Regular Meeting	Council Chambers
Monday, November 2, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, November 16, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, December 7, 2026	5:30 PM	Regular Meeting	Council Chambers
Monday, December 21, 2026 <i>(If Needed)</i>	5:30 PM	Regular Meeting	Council Chambers

Amended/Readopted: February 2, 2026  
 Adopted: December 1, 2025  
 Distribution: December 2, 2025  
 D Hodsdon, City Clerk

## **STAFF REPORT**

**City Council, Monday, February 2, 2026**

**Title:** Capital Project Amendment - Estatoe Trail - \$263,500

**Speaker:** Dean Luebbe

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

**Approved by:** Wilson Hooper, City Manager

### **Background**

The Estatoe Trail Project requires a project amendment in the amount of \$263,500. This amount is made up of four separate financial transactions. In both FY25 and FY26 City Council approved \$95,000 transfers to the Project as a part of the annual budget process. These revenues need to be budgeted in the Estatoe Trail Project. In January of 2025, the City received \$25,000 from NCDOT for Right of Way near the Food Matters Market and Cafe. Although there is no downside to recording these entries late, the Finance Director will strive for more promptness in this area. More recently, on January 9, 2026, the City contracted with Pisgah Conservancy in the amount of \$48,412 for the construction of a trail from the Davidson River Pedestrian Bridge to the sidewalk to be constructed on the south side of US276. The Transylvania County Tourism Development Authority contributed \$25,000 towards this project.

The Project has a current spendable fund balance of \$339,122 and the General Fund will be transferring an additional \$47,500 in the second half of FY26.

### **Fiscal Impact**

The trail near the Davidson River Pedestrian Bridge will require \$23,500 of fund balance from fund the Multi Use Paths Fund (fund 78). The completion of the Estatoe Trail will require future General Fund transfers and/or grant and outside funding sources.

### **Action**

Staff request Council approve capital project amendment as presented.

### **Attachments:**

1. CPO Amendment Estatoe Trail \$263,500
2. Scope of work - Davidson River pedestrian bridge trail
3. check TC TDA 25K 1-9-2026 for trail at Davidson River pedestrian bridge

**ORDINANCE NO. 2026-XX**

**CAPITAL PROJECT ORDINANCE TO AMEND ORDINANCE  
NO. 2024-45 ESTATOE TRAIL PROJECT**

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

**Section 1:** The budgeted expenditures and revenues related to the Estatoe Trail project will be increased by \$263,500. The General Fund has transferred \$95,000 to this project in both FY25 and FY26. These revenues need to be budgeted in the project fund. In January of 2025 the City received \$25,000 from NCDOT related to Right of Way at Food Matters. In January of 2026, the City contracted with the Pisgah Conservancy in the amount of \$48,411 for trail construction from the Davidson River pedestrian bridge to the sidewalk to be completed on the south side of US276 near the entrance to the Pisgah National Forest. The Transylvania County Tourism Development Authority contributed \$25,000 on the contract with Pisgah Conservancy.

**Section 2:** The Estatoe Trail Project currently has a budget of \$1,241,600 and this amendment will increase that budget to \$1,505,100. The fund balance for the project is currently \$851,286. The project also has \$512,164 of current encumbrances, which leaves a spendable fund balance on the project of \$339,122. The General Fund will be transferring an additional \$47,500 to the Project prior to June 30, 2026.

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

<b>Account Number</b>	<b>Account Name</b>	<b>Budget Amount</b>
78-6300-4400	Estatoe Trail Project	\$263,500
<b>TOTAL PROJECT APPROPRIATION</b>		<b>\$263,500</b>

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

<b>Account Number</b>	<b>Account Name</b>	<b>Budget Amount</b>
78-3750-0020	Transfer from GF – Estatoe	\$190,000
78-3400-0000	Reimb from NCDOT	\$25,000
78-3900-0200	Contribution from TDA	\$25,000
78-3990-0000	Fund Balance Approp	\$23,500
<b>TOTAL PROJECT REVENUE</b>		<b>\$263,500</b>

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

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

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

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

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

**ADOPTED** by the City Council of the City of Brevard, North Carolina, on this 2nd day of February, 2026.

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Maureen Copelof  
Mayor

ATTEST:

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Denise Hodsdon  
City Clerk

APPROVED AS TO FORM:

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Mack McKeller  
City Attorney

## Exhibit A

### Scope of Work: Trail Construction at Davidson River Pedestrian Bridge on Pisgah National Forest



#### Parties.

##### Contractor:

The Pisgah Conservancy (TPC)  
159 West Main Street, Unit 2138  
Brevard, NC 28712

TPC Project Contact— Jeff Maitz, [jeffmaitz13@gmail.com](mailto:jeffmaitz13@gmail.com), (303) 518-1809

##### Client:

City of Brevard (COB)  
95 West Main Street  
Brevard, NC 28712

COB Project Contact— Paul Ray, [paul.ray@cityofbrevard.com](mailto:paul.ray@cityofbrevard.com), (828) 885-5630

#### Project Background.

This trail construction project will connect the recently constructed pedestrian bridge over the Davidson River and its accompanying aggregate trail on US Forest Service (USFS) property to its future connection point with sidewalk improvements that will be implemented by NCDOT as part of the forest entrance roundabout project. As such, it is an important piece in the completion of major infrastructure improvement projects connecting community to Pisgah National Forest that include construction of a pedestrian bridge over the Davidson River, entrance roundabout construction and sidewalk improvements, and TPC's recent reconstruction of the Estatoe trail within the USFS boundary and native plantings around the bridge site.

TPC has developed this proposal at the request of Pisgah District Ranger David Casey. His discussions with NCDOT personnel regarding preferred methods of implementation established TPC as a potential work force to develop and complete this project. TPC has a long track record of working closely with

USFS staff on the Pisgah Ranger District to implement major projects, particularly in the realm of trail construction and maintenance.

**Project Description.**

TPC will construct a new section of trail connecting the existing aggregate path on the north side of the newly constructed pedestrian bridge to its terminus marked by 2 stakes by NCDOT on the site at or near the USFS boundary.

TPC will provide the crew and all necessary tools, supplies, materials, equipment, and transportation to complete this project and will coordinate with the USFS for any necessary planning and coordination. To date, the USFS has already authorized the implementation of this project with no further analysis.

This project will consist of the following activities:

- **Site Preparation:** Tree Clearing, Stump grinding, grading, treatment of non-native invasive plants.
- **Trail Section #1:** Construction of 42-foot-long section of trail 10.5 feet wide from the stakes on the project site boundary, down the slope, to its transition to Trail Section #2. This section of trail will be constructed utilizing large, gray flagstone pavers (36"x18"x5") to create a uniform, durable tread surface. Top of tread will be at ground surface level, with the stones set atop a base layer of aggregate and locked in with paver sand.
- **Trail Section #2:** Construction of 35-foot-long section of trail tapering from 10.5 feet wide at its transition from Trail Section #1 to 10 feet wide at its transition into the existing aggregate trail. This will be constructed to match the existing aggregate trail utilizing ballast, gravel, and screenings.
- **Improvements to existing aggregate trail:** Installation of flagstone paved borders (48"x9"x5") along both sides of existing trail to establish trail edge and prevent aggregate migration and mitigate vegetation encroaching into the trail bed. Installation of single-tier stone wall (26 feet long) where pedestrian bridge transitions to aggregate trail to prevent aggregate migration, vegetation encroachment, and trail deterioration. Set a large boulder on the pad at the transition between pedestrian bridge and aggregate trail to serve a bench.
- **Rehab current use trail:** Close out and restore the existing use trail through ground surface scarification, seeding, and strawing

TPC will need authorization to work on NCDOT right-of-way for the section of the project site outside of USFS property.

COB will compensate TPC for the completion of this project according to the terms outlined in the "Compensation" section below.

**Compensation.**

TPC will submit invoices on a reasonable schedule, no more often than once every two weeks throughout the course of the project to be paid by COB. Please see accompanying Financial Plan (Exhibit B) for estimated breakdown of costs. Amounts may vary by line item, but total cost for work performed is not-to-exceed \$48,411.82.

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
01/08/2026	CR-010826-2	grant for DR bridge connector GL#:902005 - 540520 \$20,000.00 GL#:902005 - 529530 \$5,000.00	\$25,000.00

Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
55	CITY OF BREVARD	1032858	01/09/2026	\$25,000.00



**Transylvania County**  
 101 S. Broad Street  
 Brevard, NC 28712  
 (828) 884-3104

Vendor Number	EFT Date	EFT Number
55	01/09/2026	1032858

\$25,000.00

\*Twenty-five Thousand Dollars and 00 Cents\*

Pay CITY OF BREVARD  
 To the 95 WEST MAIN STREET  
 Order Of BREVARD, NC 28712

**EFT COPY  
 NON-NEGOTIABLE**

**STAFF REPORT**  
**City Council, Monday, February 2, 2026**

**Title:** FY 2025-2026 Financial Report as of December 31, 2025

**Speaker:** Dean M. Luebbe

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

**Approved by:** Wilson Hooper, City Manager

**Background**  
The Finance Department presents a summary of financial information for the three major operating funds (General, Fire and Water and Sewer) as well as other funds and capital projects as of 12-31-2025. Feedback or questions are welcome.

**Action**  
No action required; for information and discussion only.

**Attachments:**

1. 12-31-25 finance report

# City of Brevard Financial Report

FY25 12-31-2024

## GENERAL FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE (\$)	ACTUAL TO DATE (%)	LAST FY ACTUAL TO DATE (\$)	YoY GROWTH (%)
AD VALOREM TAXES	\$ 6,484,600	\$ 5,631,547	86.8%	\$ 5,466,809	▲ 3%
SALES AND UTILITY TAXES	3,086,850	792,257	25.7%	753,393	▲ 5%
POWELL BILL	255,000	283,149	111.0%	257,715	▲ 10%
ABC REVENUES	240,000	120,000	50.0%	60,000	▲ 100%
UTILITY FUND REIMB	661,000	330,550	50.0%	262,500	▲ 26%
INTEREST REVENUE	508,805	248,435	48.8%	258,911	▼ -4%
SANITATION REVENUE	1,253,800	597,040	47.6%	574,129	▲ 4%
MISC	545,200	304,483	55.8%	233,722	▲ 30%
DEBT PROCEEDS	-	-	#DIV/0!	200,276	▲ -100%
FUND BALANCE APPROP	70,000	-	0.0%	-	
<b>TOTAL</b>	<b>\$ 13,105,255</b>	<b>\$ 8,307,461</b>	<b>63.4%</b>	<b>\$ 8,067,455</b>	<b>▲ 3%</b>

EXPENDITURES AND ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE (\$)	ENCUMBRANCES TO DATE (\$)	TOTAL COMMITTED (%)	LAST FY EXPENDITURES TO DATE (\$)
GOVERNING BOARD	\$ 194,410	\$ 98,583	\$ 2,097	52%	\$ 113,124
ADMINISTRATION	1,049,500	487,312	39,085	50%	424,640
FINANCE	917,200	476,800	109,100	64%	423,606
PLANNING	1,005,400	491,064	113,311	60%	355,256
BUILDING AND GROUNDS	557,500	265,045	15,245	50%	236,772
POLICE	3,949,600	1,942,987	290,940	57%	1,587,779
PW ADMINISTRATION	626,000	315,773	-	50%	207,196
PW GARAGE	462,800	250,761	5,808	55%	203,673
PW STREETS LOCAL	824,400	442,844	40,149	59%	392,564
PW STREETS POWELL BILL	243,000	66,738	193,767	107%	20,802
SANITATION	1,157,600	541,947	108,227	56%	502,387
COMMUNITY CENTER	155,700	76,370	10,415	56%	59,741
RECREATION	287,900	87,904	76,166	57%	100,515
NON DEPARTMENTAL	1,674,245	935,568	-	56%	1,081,281
<b>TOTAL</b>	<b>\$ 13,105,255</b>	<b>\$ 6,479,696</b>	<b>\$ 1,004,310</b>	<b>57%</b>	<b>\$ 5,709,336</b>

## FIRE FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE (\$)	ACTUAL TO DATE (%)	LAST FY ACTUAL TO DATE (\$)	YoY GROWTH (%)
TRANSYLVANIA COUNTY	\$ 646,155	\$ 266,285	41.2%	\$ 455,046	▼ -41%
TRANSFER FROM GENERAL FUND	789,745	394,872	50.0%	363,000	▲ 9%
DEBT PROCEEDS	1,550,000	-	0.0%	694,588	
OTHER REVENUES	6,000	67,432	1123.9%	10,534	▲ 540%
FUND BALANCE APPROP	-	-	0.0%	-	
<b>TOTAL</b>	<b>\$ 2,991,900</b>	<b>\$ 728,589</b>	<b>24.4%</b>	<b>\$ 1,523,168</b>	<b>▲ -52%</b>

EXPENDITURES AND ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE (\$)	ENCUMBRANCES TO DATE (\$)	TOTAL COMMITTED (%)	LAST FY EXPENDITURES TO DATE (\$)
PERSONNEL	\$ 730,500	\$ 413,529	\$ -	57%	\$ 334,341
OPERATING	362,400	214,753	-	59%	180,191
CAPITAL	1,550,000	764,465	845,871	104%	-
DEBT PAYMENTS	349,000	176,197	-	50%	52,997
<b>TOTAL</b>	<b>\$ 2,991,900</b>	<b>\$ 1,568,944</b>	<b>\$ 845,871</b>	<b>81%</b>	<b>\$ 567,529</b>

## WATER FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE (\$)	ACTUAL TO DATE (%)	LAST FY ACTUAL TO DATE (\$)	YoY GROWTH (%)
CHARGES FOR SERVICES	\$ 6,931,300	\$ 3,460,281	49.9%	\$ 3,310,831	▲ 5%
METER AND CONNECTION FEES	340,000	109,285	32.1%	175,886	▼ -38%
OTHER REVENUES	161,500	85,150	52.7%	63,000	▲ 35%
TRANSFER IN	-	-			
FUND BALANCE APPROP	-	-		-	
<b>TOTAL</b>	<b>\$ 7,432,800</b>	<b>\$ 3,654,716</b>	<b>49.2%</b>	<b>\$ 3,549,717</b>	<b>▲ 3%</b>

EXPENDITURES AND ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE (\$)	ENCUMBRANCES TO DATE (\$)	TOTAL COMMITTED (%)	LAST FY EXPENDITURES TO DATE (\$)
PERSONNEL	\$ 2,158,200	\$ 980,589	\$ -	45%	\$ 850,888
OPERATING	2,410,100	997,464	431,853	59%	1,044,775
CAPITAL	141,000	116,654	-	83%	135,591
TRANSFERS OUT	1,018,800	330,500	-	32%	225,000
DEBT PAYMENTS	1,704,700	161,970	-	10%	167,271
<b>TOTAL</b>	<b>\$ 7,432,800</b>	<b>\$ 2,587,177</b>	<b>\$ 431,853</b>	<b>41%</b>	<b>\$ 2,423,525</b>

- At 12-31-2024, expenses and revenues which flow evenly throughout the year, should approximate 50% of budgeted amounts. However, Sales and Utility tax revenues are on a three month lag. (Although not reported here, the first full month of sales tax after Hurrigan Helene (October 2024, received in January 2025) was 5% higher than the previous fiscal year)

- 90% of real property taxes have been received as of 12-31-2024. Real property and vehicle taxes are highlighted as "Ad Valorem Taxes" under General Fund revenues and they show 86.8% collected as vehicle taxes are collected more evenly through the fiscal year at approximately \$25,000 per month.

- General Fund expenditures are \$770,000 higher than the previous fiscal year. \$140,000 of this amount relates to an insurance allocation recorded in January of 2024 of the previous fiscal year. Many departments are more fully staffed than last year, and certain capital expenditures have been paid in the first half of FY25. Police, Planning, and Public Works Admin have shown the biggest increases. The Finance Department is monitoring these situations.

- Fire Fund expenditures show an increase from \$567,529 in FY24 to \$1,568,944 in FY25. Over 887K of this amount relates to budgeted capital expenditures and debt payments.

- In the Water and Sewer Fund, meter and connection fees are show \$109,285 in FY25, as compared to \$175,886 in the previous fiscal year due at least in part to Hurrigan Helene.

- Water and Sewer debt payments appear very low, but the majority (1.3M) are due in May of 2025.

**MINUTES**  
**Rosenwald Community Advisory Board**

**Thursday, November 20, 2025 – 6:00pm**  
Mary C. Jenkins Community Center

Members Present: Randy Lytle, Co-Chair, MCJCC Board Member  
Gary Daniel, Council Member  
Victor Foster, MCJCC Board Appointment  
Edith Darity, MCJCC Board Member  
Karen Darity, MCJCC Board Appointment  
Ella Jones, Citizen Member  
Morgan Monshaugen, Citizen Member  
Mayor Maureen Copelof, Ex-Officio

Members Absent: Pamela Holder, Co-Chair, Council Member

Staff Present: Wilson Hooper, City Manager  
Tyree Griffin, Community Center Director

Guests: Council Member and Architect Lauren Wise, Hannah Bowers

**A. Welcome & Call to Order**

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

**B. Invocation**

Mr. Foster offered an invocation.

**C. Certification of Quorum**

Community Center Director Tyree Griffin certified that a quorum was present.

**D. Approval of Agenda**

Mr. Daniel moved, seconded by Mr. Foster to approve the agenda as presented.

**E. Approval of Minutes – October 16, 2025**

Mr. Foster moved, seconded by Ms. Jones to approve the minutes of the October 16, 2025 meeting as presented. The motion carried unanimously.

## **F. Silversteen Park Picnic Shelter**

Lauren Wise explained that after speaking with Mayor Copelof about the concept of a picnic shelter in Silversteen Park and given the fact that there is a potential donor for the project, they wanted to move this project forward. In order to reduce the overall cost, he has prepared some preliminary designs which can then be turned over to a team to do the technical drawings. He presented his conceptual rendering to the board (copy attached) and explained that there are two main components to the structure—the back wall and roof, with the front being open to the park, and the shelter and restrooms at the back. The structure is approximately 48' long x 24' wide. He noted that there is a lot of flexibility built into the plan with space for additional picnic tables and barbecue equipment.

Mr. Hooper explained that the next step will be to send a bid package to the City's three contracted architectural firms for quotes to complete the design and provide a construction cost estimate. When the quotes come in Mayor Copelof will take it to the potential donor, who has indicated that he is willing to pay for the engineering design. He has not committed to fund the construction but is willing to work with the City to come up with a funding plan for the construction.

Following questions and comments, Mr. Foster moved, seconded by Mr. Daniel to accept the plans and move forward with getting quotes. The motion carried unanimously.

### **Board Comments:**

Mr. Lytle noted that Elections Director Jeff Storey has expressed some concern about the road closure and its impact on the upcoming elections, and he is hoping to hear something by January so they can start making plans if they need to move the polling place. Mr. Hooper said we are making progress, and we will definitely know the status of the temporary solution by then and he believes it may be installed by the end of January.

## **G. Set Date for Next Meeting**

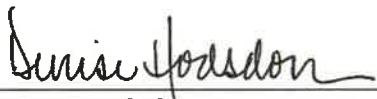
The December meeting was canceled. The next meeting was scheduled for Thursday, January 15, 2026 at 6:00pm at the Mary C. Jenkins Community Center.

## **H. Adjourn**

There being no further business, the meeting was adjourned at 6:47 pm.

Minutes Approved: January 15, 2026

X   
\_\_\_\_\_  
Pamela Holder, Co-Chair, City Council Member  
Randy Lytle, Co-Chair, MCJCC Member

X   
\_\_\_\_\_  
Denise Hodsdon  
City Clerk



**MINUTES**  
**City Council Parks, Trails & Recreation Committee**

**Wednesday, December 17<sup>th</sup>, 2025, at 3:30 PM**  
City Hall Council Chambers

Members Present: Aaron Baker, Chair, Council Member  
Lauren Wise, Vice Chair, Council Member  
Howie Granat, Citizen Member  
Daniel Jessee, Citizen Member  
JD Powers, Citizen Member  
Reba Osborne, Citizen Member  
Maureen Copelof, Mayor, Ex-Officio

Absent: Jackson Tate, Citizen Member

Staff Present: Wilson Hooper, City Manager  
David Todd, Assistant City Manager  
Wesley Shook, Public Works Director  
Paul Ray, Planning Director  
Emily Brewer, Interim Committee Clerk

**A. Welcome and Call to Order**

Committee Chair Aaron Baker welcomed everyone and called the meeting to order at 3:32 PM.

**B. Certification of Quorum**

Quorum was certified by Interim Committee Clerk Emily Brewer.

**C. Approval of Agenda**

L. Wise motioned to approve the agenda as presented. H. Granat seconded, and the motion carried unanimously.

**D. Approval of Minutes – November 19, 2025**

H. Granat requested that the minutes be amended to recognize the efforts of other organizations. A. Baker noted that Pisgah Area SORBA was the final contribution to achieve the funding goal. The requested changes are to add a statement to Item G to clarify that Pisgah Area SORBA for the final contribution to achieve the funding goal after receiving support from many other local organizations and community members.

J. Powers motioned to approve the minutes with the amendment, seconded by D. Jessee. The motion passed unanimously.

#### **E. Updates – Estatoe Trail and Estatoe Boardwalk**

W. Hooper discussed the temporary markings on Pender Lane and shared the anticipated completion date in February, weather permitting. The Committee and staff discussed other trail crossing improvements that are scheduled to be completed by the Public Works Department.

P. Ray shared the status of the Great Trails State Program grant. The City submitted a request for funding to complete design plans for the remainder of the Estatoe Trail (from Main Street and Mary C. Jenkins Community and Cultural Center and from Rosman Highway to Brevard High School). The City was successful in receiving funds, and the contract is pending final signature from North Carolina State Parks.

W. Hooper also shared that the Ecusta Trail is added to the State Transportation Improvement Program (STIP), so any cost overages could potentially be funded through the STIP.

P. Ray also shared with the Committee that Pisgah Conservancy prepared a design for the pathway from US-276 to the Davidson River Pedestrian Bridge. The quote was \$50,000 with the City of Brevard and the Transylvania County Tourism Development Authority sharing the cost for construction. Staff are working closely with Pisgah Conservancy, along with the US Forest Service and NCDOT, to move that project forward. The trail is anticipated to be open by Memorial Day of this year.

A. Baker asked Staff to share an update on the Tannery North smokestack removal. W. Hooper stated that this Committee initially recommended removal of the top of the smokestack and kept the base in place, but the City's insurer would not cover the liability making it infeasible. Plans to remove the smokestack are being designed and engineered. In the meantime, the City will proceed with construction of the trail but will not open it for users until the smokestack is removed. Committee members discussed installation of art, plaques or historical markers to commemorate the historic smokestack and honor the city residents that worked at the tannery. W. Hooper anticipates bringing this the smokestack removal, along with a funding strategy, to City Council in the new year.

Lastly, D. Todd mentioned that to apply for grants a detour for the boardwalk needs to be established. There will be additional considerations for accessibility during the construction period. Portions of a potential re-route that are not funded by the grant (e.g., property acquisition) would be presented to Council as a request during the next budget cycle.

#### **F. McAdams Proposal re Redesign of Sports Complex Parking Area & Bathrooms**

W. Hooper stated that the redesign of the Sports Complex parking area and bathrooms would be considered as a new money request during the next budget cycle. The proposal, initially received in May 2025, was requested because of the increased activity at the Soccer Field and parking demand from the future Ecusta Trail. The proposal is included as Attachment A. The Committee discussed potential funding strategies and potential partners for this effort. Members also considered how this project may interact with the adjacent County's sports facilities.

The Committee was in consensus that the redesign of the sports complex parking area and bathrooms should be included as a new money request during the next budget cycle.

### **G. Public Comment**

J. Powers asked about the status of the Bracken Preserve expansion. D. Todd said the contract has been executed by the City and is pending contractor countersigning. The project is on schedule.

D. Jessee asked about moving the stop sign at Probart and Railroad Avenue to improve trail safety at the interchange. D. Todd confirmed the design is completed and staff will be ordering the appropriate signage.

### **H. Set Date for Next Meeting – January 21, 2026, at 3:30 PM**

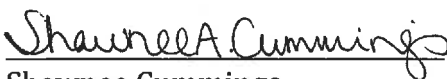
Committee members set the date for the next meeting on January 21, 2026, at 3:30 PM.

### **I. Adjourn**

There being no further business, H. Granat motioned to adjourn, R. Osborne seconded, the motion passed unanimously, and the meeting was adjourned at 4:35 PM.

Approved: \_\_\_\_\_ January 21, 2026 \_\_\_\_\_

  
\_\_\_\_\_  
Aaron Baker, Chair

  
\_\_\_\_\_  
Shawnee Cummings  
Assistant to the City Manager



486 North Patterson Avenue  
Suite 201  
Winston-Salem, NC 27101  
919. 361. 5000

CYB25003.00

May 20, 2025

Paul Ray  
City of Brevard  
95 W Main Street  
Brevard, North Carolina 28712

**RE: City of Brevard Sports Complex Parking Lot  
Brevard, North Carolina  
CYB25003 – V2**

Dear Paul,

We are pleased to offer this proposal for survey, conceptual design services, and construction documents for the proposed sports complex parking lot in Brevard, North Carolina.

## Project Understanding

### Site

The site of the proposed parking lot is addressed at 324 Ecusta Road, located at the southwest corner of the intersection of Ecusta Road and Morris Road. The parcel is identified in Transylvania County GIs with PIN #8597-30-8043-000 and comprises approximately 20.1 acres that are zoned IC (Institutional – Campus) under City of Brevard jurisdiction. The project site is currently developed with multiple sports fields and gravel parking. See Exhibit A for limits of work.

### Proposed Development

The proposed project includes the development of an expanded paved parking lot area and pedestrian connection trails and walkways. We understand the City is seeking to create a paved parking lot area that will expanded parking capacity and create ADA connections from the parking to existing site amenities and new restroom location.

### Assumptions

This proposal is based on the following assumptions:

- | It is assumed no NCDOT driveway permit applications will be required;
- | It is assumed no NCDOT encroachment agreements will be required;
- | It is assumed no stormwater treatment will be required for this site, and it will be in an impervious reduction;
- | No lighting plans are provided as part of these fees. If parking lot lighting is required it will be provided to McAdams for submission;
- | No irrigation design is included as part of this project;
- | Design of the skatepark expansion is by others;
- | Architectural, mechanical engineering, electrical engineering, plumbing engineering or structural design services are not included in this scope of services;
- | No stream or wetland impacts are anticipated as part of this project. If those are required, they will be provided to McAdams for permitting submission;

- | No flood studies or buffer permitting is required as part of this project;
- | No offsite utility extensions are expected for this project. If they are required, fees can be provided once scope is determined;
- | It is assumed that water and sewer utilities are adjacent to the subject property and contain adequate capacity for the intended development;
- | It is assumed that plan review fees will be paid by McAdams and submitted to the Client as a reimbursable expense;
- | Site data and adjacent site data such as roads, property ownership, and land uses will be provided by the design team and sourced from Transylvania County GIS;
- | The City of Brevard will provide access to existing facilities and grounds associated with the investigation of the proposed project location;
- | Project design will be completed +/- 4 months from notice to proceed.

## Proposed Services + Fees

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

### Survey Services

#### B2.40 TOPOGRAPHIC / LOCATION SURVEY:

FEE: \$4,000

Conduct a field survey of the site (PIN #8597-30-8043-000) totaling approximately three acres (total parcel area is 20.49 acres) of developed public park facility on the west side of Ecusta Road. Survey area is encompassed by Ecusta Road on the east, an existing soccer field on the north, the top of bank of a creek on the west, and ball fields on the south generally being an existing park lot. Prepare a Topographic Survey Map in accordance with North Carolina Minimum Standards for Surveying. Contours will be mapped at 1-foot intervals. Locations of underground utilities will be based on visible above ground structures and utility markings, if provided. For storm drainage and sanitary sewer systems, rims, pipe inverts, pipe material and sizes will be located. Location of individual trees is not included.

#### B12.30 SUBSURFACE UTILITY (SUE) MARKINGS – LEVEL B:

FEE: \$2,500

Field mark underground utilities using electromagnetic equipment and mark them with spray paint. Structures that cannot be directly accessed are to be shown to the extent of available information, including utility maps. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. Physical location the underground utilities utilizing Subsurface Utility Vacuum Extraction can be quoted if requested.

## Design Services

### A6.70 CIVIL COORDINATION MEETINGS:

FEE: By hourly rates in accordance with the attached Rate Schedule, not to exceed \$1,500

Attend up to **three** virtual coordination meetings with the Client and or other subconsultants through construction document permitting.

### D11.16 PRELIMINARY CONCEPT DRAWINGS:

FEE: \$7,750

Prepare **two** concept drawings drawn in CAD and rendered in LandFX, for parking lot layout, pedestrian connections and landscaping. This task includes **one** review of the concept drawings with Client stakeholder group (via teams), **one** review with Parks and Recreation Department Advisory Board (via teams), and **one** in person presentation with City Council. Once comments are received they will be incorporated into **one** revised concept drawing. If the Client requests additional revisions, they will be provided under a separate proposal for an additional fee. Upon arrival at a Client-approved concept plan, that plan will be utilized to inform and to develop Construction Drawings (**Task D6.10**).

Deliverables include:

- | Two (2) concept drawings rendered in LandFX; and
- | One (1) final concept drawing rendered in LandFX.

### D6.10 CONSTRUCTION DOCUMENT SUBMITTAL:

FEE: \$15,000

Prepare and submit construction documents and required calculation packages based off the Client-approved concept plan, for permitting with the City of Brevard. Fee includes the creation of the below plan deliverables:

- | Cover Sheet;
- | Existing Conditions Plan;
- | Demolition Plan;
- | Site Plan;
- | Grading and Storm Drainage Plan; and
- | Site and Drainage Plan Details.

### D11.55 CODE PLANTING PLAN:

FEE: \$7,000

Prepare a code landscape plan with landscape details to meet the minimum requirement of City of Brevard zoning, tree requirements, and ordinances. Code plantings may include required street trees, buffers, and

screening plantings. McAdams will revise and resubmit documents as appropriate for up to three (3) rounds of comments and submittals to achieve approval and permitting for infrastructure site construction. If additional rounds of comment review are required, additional scope will be provided under a separate change order proposal. Application fees are by Client. Coordination of streetlight fixture locations with Client's site lighting designer is included.

Deliverables include:

- | Tree Planting Compliance Plan;
- | Tree Protection Plan; and
- | Landscape Notes and Details.

**D11.65 ENHANCED PLANTING PLAN:**

FEE: \$4,200

Based on existing code planting plan and review of as built data and previous knowledge of the existing site, prepare a plan and specifications for enhanced landscape planting improvements including the following:

- | After the initial client review, provide planting plan submittal at 90% and 100% complete for review by client;
- | Final 100% complete plans and specifications will include a planting plan, planting details, written specifications in note form and plant schedule for pricing;
- | Provide general written directives for initial landscape maintenance for owner and staff; and
- | All drawings will be submitted as a single phase.

Does not include irrigation plan preparation or lighting design. These services can be provided as an additional service for an additional fee under a separate proposal.

**D11.21 OPINION OF PROBABLE COST:**

FEE: \$3,500

The design team will prepare a detailed, master-plan level opinion of probable cost for planning purposes. The opinion of probable cost will include unit prices, any project assumptions, soft costs (i.e., consulting costs for preparation of construction drawings), contingencies and escalation (projecting construction costs for June 2025 and June 2026). The estimate can be phased based on the City's preferred implementation strategy providing amenities and programs desired opening day.

## Permitting Services

### E6.10 CONSTRUCTION DOCUMENT PERMITTING:

**FEE:** By hourly rates in accordance with the attached Rate Schedule, not to exceed \$5,000

Prepare and submit revisions to the construction document plan submittal to address City of Brevard plan review comments. Fee assumes comment responses will be required for one (1) additional round of review upon which plan approval will then be granted:

- | Cover Sheet;
- | Existing Conditions Survey;
- | Demolition Plan;
- | Site Plan;
- | Grading and Storm Drainage Plan; and
- | Site Details Plan.

### E6.20 EROSION CONTROL PERMITTING:

**FEE:** By hourly rates in accordance with the attached Rate Schedule, not to exceed \$8,000

Prepare and submit erosion control documents and any required calculation packages to NCDEQ for their review and approval. Complete new NCDEQ online application and assist with the NCG01 Application effort to gain full permit approval. Task assumes comment responses will be required for one (1) additional round of review upon which plan approval will then be granted. Fee includes the creation of the below plan deliverables to accompany the plans created for the City of Brevard permitting submittal:

- | Cover Sheet;
- | Erosion Control Notes and Sequencing;
- | Erosion Control Plan Phase I;
- | Erosion Control Plan Phase II (if required);
- | NCG01 Details;
- | Erosion Control Details; and
- | Operations and Maintenance Package.

## Extra Services

### J. ADDITIONAL SERVICES:

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

**K. REIMBURSABLE EXPENSES:**

FEE:	\$1,250
------	---------

To be billed in accordance with the attached Rate Schedule.

## Project Schedule

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

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

## Client Responsibilities

Client shall be responsible for the following:

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

## Exclusions

The following services are not included in this Agreement:

- | Offsite utility extensions or roadway improvements (may be quoted if required);
- | Offsite stormwater management facilities, revisions to the existing stormwater infrastructure, or analysis of downstream stormwater system (will be quoted if required);
- | Additional coordination meetings or conference calls (can be quoted once scope is clarified);
- | Structural design of retaining walls, headwalls, or stormwater facilities or structures;
- | Grant writing assistance and preparation;
- | Traffic studies or traffic engineering services are not included in this scope of work;
- | Geotechnical services;
- | Permit application, plans review, or re-review fees;
- | Detailed landscape, hardscape, irrigation, or lighting design (can be quoted separately);
- | Revised directives from Client after design has begun;
- | Acquisition of easements; preparation of offsite easements;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;

- | Soils investigations, borings, or compaction tests;
- | Environmental investigations, wetlands permitting; and
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

## General Conditions

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

## Conclusion

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

Sincerely,  
**McAdams**



Nick Lowe, RLA | Senior Project Manager  
nlowe@mcadamsco.com | 919. 361. 5000

NL/kt

## Acceptance

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Accounting Information

Billing Contact: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT A



Date May 16, 2025

Project #	CYB25003.00	Number of Lots				
Phases		Acres				

Task ID	Description	Fee	Fee Basis	CO 1	CO 2	Notes
				<i>Enter Date of CO</i>	<i>Enter Date of CO</i>	

SURVEY SERVICES						
<b>B2.40</b>	Topographic / Location Survey	\$4,000	Fixed Fee			
<b>B12.30</b>	Subsurface Utility (SUE) Markings - Level B	\$2,500	Fixed Fee			
<b>Survey Services TOTAL</b>		<b>\$6,500</b>				

DESIGN SERVICES						
<b>A6.70</b>	Civil Coordination Meetings	\$1,500	Hourly Charges			
<b>D11.16</b>	Preliminary Concept Drawings	\$7,750	Fixed Fee			
<b>D6.10</b>	Construction Drawing Submittal	\$15,000	Fixed Fee			
<b>D11.55</b>	Code Planting Plan	\$7,000	Fixed Fee			
<b>D11.65</b>	Enhanced Planting Plan	\$4,200	Fixed Fee			
<b>D11.21</b>	Opinion of Probable Cost	\$3,500	Fixed Fee			
<b>Design Services TOTAL</b>		<b>\$38,950</b>				

PERMITTING SERVICES						
<b>E6.10</b>	Construction Document Permitting	\$5,000	Hourly Charges			
<b>E6.20</b>	Erosion Control Permitting	\$8,000	Hourly Charges			
<b>Permitting Services TOTAL</b>		<b>\$13,000</b>				

EXTRA SERVICES						
<b>K.</b>	Reimbursable Expenses	\$1,250	Hourly Charges			<i>If / as needed and applicable</i>
<b>Extra Services TOTAL</b>		<b>\$1,250</b>				
<b>Current Contract Total</b>		<b>\$59,700</b>		<b>\$0</b>	<b>\$0</b>	
<b>Running Contract Total</b>		<b>\$59,700</b>		<b>\$59,700</b>	<b>\$59,700</b>	



MCADAMS

# Hourly Rate Schedule / 2025

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

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

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

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

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

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

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 0%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 0%
Subcontractor Invoices	Cost Plus 0%

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

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

Client's Initials \_\_\_\_\_ Date \_\_\_\_\_



McADAMS

## Collection Schedule

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

Client

Initials:

---

Date:

---



## Terms + Conditions - NC

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

### 1. Payment:

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

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

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

### 2. Notification of Breach or Default:

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

### 3. Ownership of Instruments of Service:

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

**4. Change Orders:**

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

**5. Site Operations:**

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

**6. Project Site:**

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

**7. Assignment and Third Parties:**

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

**8. Survival:**

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

9. **Force Majeure:**

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

10. **Standard of Care:**

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

11. **Limitation of Liability:**

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

12. **Waiver of Consequential Damages:**

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

13. **Safety:**

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

14. **Arbitration:**

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

15. **Independent Contractor:**

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

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

**16. Termination:**

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

**17. Severability:**

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

**18. No Waiver:**

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

**19. Merger, Amendment:**

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

**20. Choice of Law:**

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

**MINUTES**  
**City Council Parks, Trails, & Recreation Committee**

**Wednesday, November 19<sup>th</sup> 2025 - 3:30 PM**  
**City Hall Council Chambers**

Members Present: Aaron Baker, Chair, Council Member  
Reba Osborne, Citizen Member  
Jackson Tate, Citizen Member  
JD Powers, Citizen Member  
Mayor Maureen Copelof, Ex-Officio

Members Absent: Lauren Wise, Vice Chair, Council Member  
Howie Granat, Citizen Member  
Daniel Jesse, Citizen Member

Staff Present: Wesley Shook, Public Works Director  
Wilson Hooper, City Manager  
Paul Ray, Planning Director  
Aaron Bland, Assistant Planning Director  
Katherine Poe, Planner  
Madalin Baker, Administrative Services Manager

**A. Welcome & Call to Order**

A. Baker welcomed everyone and called the meeting to order at 3:30pm.

**B. Certification of Quorum**

A quorum was certified by M. Baker.

**C. Approval of Agenda**

J. Powers made a motion to approve the agenda. The motion was seconded by J. Tate. All voted in favor.

**D. Approval of Minutes - October 15<sup>th</sup>, 2025**

J. Tate made a motion to approve the minutes, and R. Osborne seconded the motion. All voted in favor.

**E. Friends of Franklin Park - Adopt-A-Green Space Application**

Katherine Poe, Planner, presented Ron White's application to the Board. She shared R. White has assembled a Friends of Franklin Park organization to handle light maintenance work in the park, pending Board approval, under the guidance of the City's existing adopt a green space program.

Following discussion, J. Tate made a motion to approve the creation of the Friends of Franklin Park, J. Powers seconded, passed unanimously.

## **F. Updates**

### **1. Estatoe Trail Update**

P. Ray and W. Hooper provided a recap of the updates D. Todd shared at the October meeting. Regarding the Tannery North smokestack, W. Hooper re-emphasized the compromised structure of the smokestack, and said options for restoration or demolition were still being reviewed and evaluated at the staff level, considering elements like the price point and timeline of each method for making the area safe for future trail users. Board members asked additional clarifying questions. W. Hooper said staff hope to bring a recommendation on next steps to the Board in the near future.

### **2. Estatoe Boardwalk Update**

W. Hooper and D. Todd shared draft drawings for the street crossing design at the intersection of Fisher Rd. and Pender Ln (Attachment A), which will serve as a temporary solution to the temporary trail realignment. D. Todd recounted details shared at the last meeting, regarding challenges with trees and stormwater drainage in the area. D. Todd clarified the temporary trail realignment would likely need to be in operation for two years. M. Copelof shared she had received positive feedback from homeowners along the trail who had previously been concerned about the route of the trail, citing they were very pleased with the privacy fence the City installed.

## **G. Bracken Update on New Trails & Recommendation for New Trail Name**

A. Bland shared that the funding goal had been met for the proposed new trails in the attached map (Attachment B), thanks to the efforts of many local organizations and community members. Pisgah Area SORBA's contribution was the final contribution to achieve that goal. He shared they anticipate being able to construct the trails at a good rate, citing a recent bid they received. Gary Lowden shared additional details, noting that all three proposed new trails would be beginner or intermediate level difficulty and could open as early as April of 2026, as they have been in conversation with a very motivated and excited builder. A. Bland reviewed the proposed new names of the trails with the Board (Attachment C). A. Bland shared his excitement with the board and said he was happy to be able to name one of the trails after former councilman Mac Morrow, who has been a passionate supporter of the Bracken Preserve for many years.

R. Osborne made a motion to accept the staff recommendation for the name of section 1 of the new trail (*Mac Morrow Trail*), and table the discussion regarding the names for sections 2 and 3. J. Tate seconded, and the motion passed unanimously.

**H. Public Comment**

None.


**I. Set Date for Next Meeting**

The next meeting will be held December 17<sup>th</sup>, 2025 at 3:30 PM.

**J. Adjourn**

R. Osborne made a motion to adjourn, which was seconded by J. Powers. All voted in favor and the meeting adjourned at 4:54pm.

Approved: December 17, 2025



\_\_\_\_\_  
Aaron Baker, Chair or  
Lauren Wise, Vice Chair



\_\_\_\_\_  
Madalin Baker  
Administrative Services Manager

CYBR003  
OPTION 2

FISHER RD  
AT PENDER LN  
PEDESTRIAN  
CROSSING  
EXHIBIT

TRANSYLVANIA  
COUNTY  
DIVISION 14



**MCADAMS**  
The Official Engineering Firm of  
Transylvania County, North Carolina  
1000 North Carolina Highway 28  
Chapel Hill, NC 27514  
Phone: 919.512.1000  
Fax: 919.967.2100  
http://www.mcadams.com  
www.mcadams.com

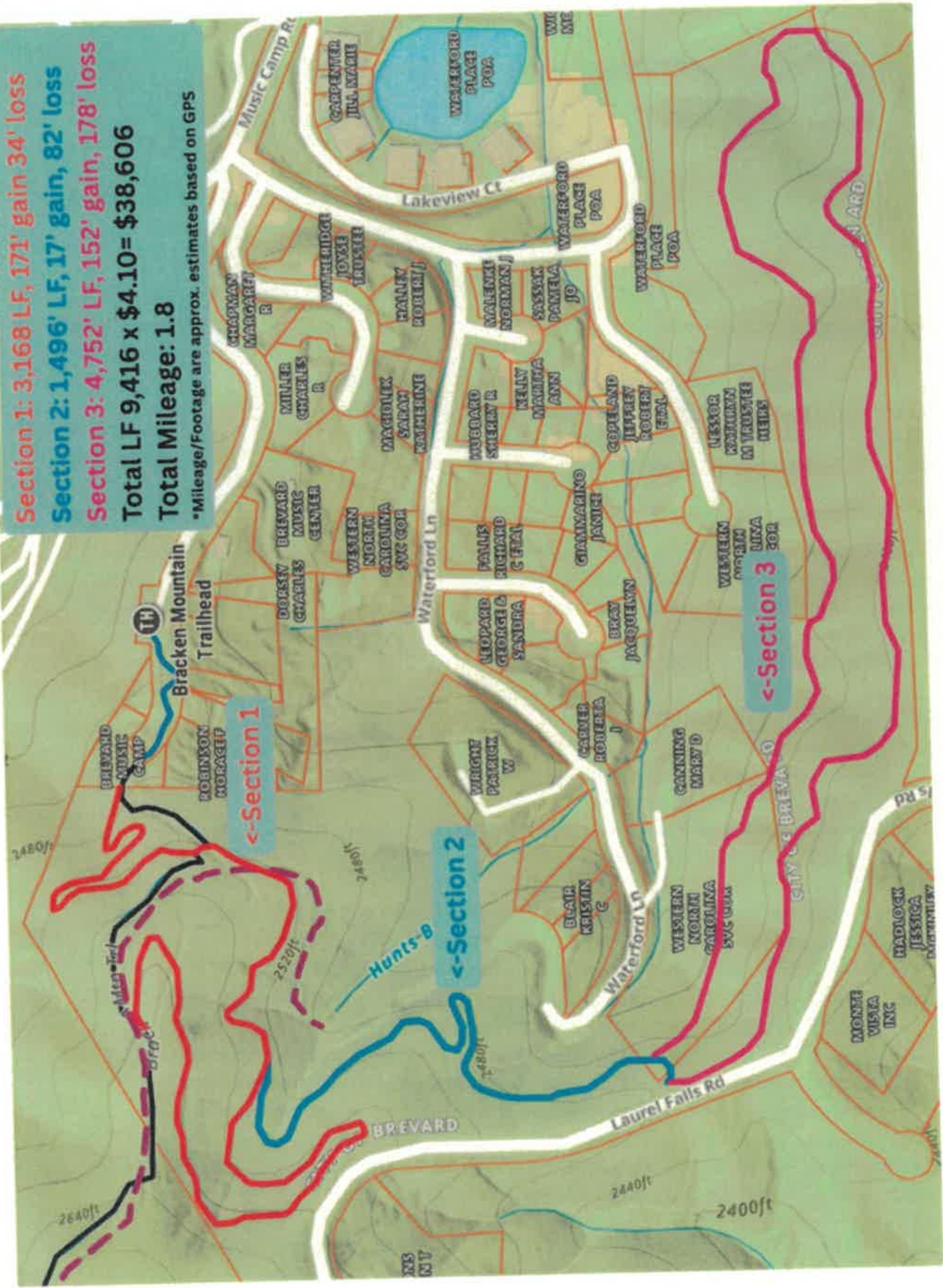
PRELIMINARY  
NOT FOR CONSTRUCTION



28.12.11

**Section 1: 3,168 LF, 171' gain 34' loss**  
**Section 2: 1,496' LF, 17' gain, 82' loss**  
**Section 3: 4,752' LF, 152' gain, 178' loss**  
**Total LF 9,416 x \$4.10 = \$38,606**  
**Total Mileage: 1.8**

\*Mileage/Footage are approx. estimates based on GPS





The City of  
**Brevard**  
North Carolina

**MEMORANDUM**

To: Parks, Trails & Recreation Committee  
From: Aaron Bland, Assistant Planning Director  
Subject: Names for New Trails in Bracken Preserve  
Date: November 19, 2025

---

Construction of new trails in the City's Bracken Preserve is set to begin before the end of the calendar year. In order to update maps and other Bracken documents, these trails need to be officially named. Staff is requesting that the Committee recommend three names for the new trails for consideration by the full City Council, who would then officially name the trail. See included map for outline of the new trails.

Staff recommends the following names:

- Section 1: *Mac Morrow Trail*  
Long-serving City Council member and key champion of preserving both Bracken tracts.
- Section 3: *Laughing Water Loop*  
Blackfoot woman who escaped slavery and settled in the area.
- Section 2: *Laughing Water Connector*

Other potential names based on the property's characteristics and history:

- *Mountain Rush Trail* – a rare plant found in Bracken's seep complexes
- *Galax Trail* – a common plant in Bracken and the greater Appalachians
- *Squawroot Trail* – an unusual parasitic plant that grows on oak tree roots in Bracken
- *Rich Cove Trail* – a type of forest habitat found in Bracken
- *Hunts Branch Trail* – creek with headwaters on the new Bracken expansion parcel; combines with Brushy Creek south of the Music Center to make Norton Creek
- *Bailey Loop* – name of a prominent family who lived in the Pinnacle community

The Committee should come to consensus on names for the three new trails and officially recommend the names to City Council via a motion and vote.

**STAFF REPORT**  
**City Council, Monday, February 2, 2026**

**Title:** Public Art Application — Center of the Earth (44 Four Seasons Plaza)  
**Speaker:** Aaron Bland, Asst Planning Director  
**Prepared by:** Aaron Bland, Asst Planning Director  
**Approved by:** Wilson Hooper, City Manager

**Background**

An application for public art has been submitted for a mural artwork at 44 Four Seasons Plaza (PIN 8586-63-3382-000) by Jennifer Snowden owner of the local business Center of the Earth. This business is located outside of the Downtown Development Overlay District.

**Discussion**

The mural is proposed to be made up of multiple separate but cohesive paintings of serene outdoor scenes of local natural features such as mountains and waterfalls. See the attached application documents for images and full descriptions.

**Policy Analysis**

The City's Public Art Policy states that "requests for public art installations outside of the Downtown Development Overlay District shall be sent to the Brevard Planning Department, reviewed for completeness, and brought before the City Council for approval."

Planning Staff has reviewed the application for compliance with relevant sections of the Unified Development Ordinance, specifically Section 12.7.G which pertains specifically to murals. The key standard in this section is that a maximum of 8% of the mural's area may incorporate logos, symbols, and copy. Based on the application materials, this mural complies with this limit by having only 5.9%.

**Action**

Staff recommend Council take one of the following actions:

- 1. Approve the attached resolution permitting installation of the mural
- 2. Deny the request.

The policy does not speak to any additional action options, but presumably if Council wishes it could request the artist make changes to the mural prior to granting its approval.

**Attachments:**

- 1. ART-25-0001 Application Materials
- 2. Resolution to Approve





## Record Report for Public Art Permit #ART-25-0001

### Record Overview

<b>Record Number:</b>	ART-25-0001
<b>Record Type:</b>	Public Art Permit
<b>Record Status:</b>	In Progress
<b>Record Submitted At:</b>	Tuesday December 9, 2025
<b>Record Address:</b>	44 Four Seasons Plaza
<b>Record Owner:</b>	Aaron Bland
<b>Record Applicant User:</b>	Jennifer Snowdon
<b>Record Applicant Company:</b>	Center of the Earth, LLC

### Form Submission

**Applicant:**

Jennifer Snowdon  
jennifer@thecenteroftheearth.com, (828) 707-2848

**Property Owner (if different):**

Josh Leder  
828@jleder.com, (828) 553-5836

**Proposed Location(s):**

44 Four Seasons Plaza, Brevard, NC 28712

**Is the proposed location on City property or within a City right-of-way?:**

Yes

**Parcel Identification Number (PIN):**

8586-63-3382-000

**Property Address:**

44 Four Seasons Plaza

**Is the location within the Downtown Development Overlay District?:**

No

**Is the property or building designed as a Local Historic Landmark?:**

No

**Type of Artwork:**

Mural

**If other, please explain:**

-

**Theme and Design Narrative:**

attached

**Cost Estimate:**

\$9,000.00

**Project Installation Timeline:**

once approved; immediately begin-1 week to 10 days

**Will there be logos, symbols, or text within the mural?:**

Yes

**Signature:**

A handwritten signature in black ink, appearing to be 'J. M. ...', written over a horizontal line.

Signed in GovWell: Tuesday December 9, 2025, 12:06pm

Locations: Front Walls, Roof Wall and 1 Side Wall



Right Front Wall 10 X 12 120 sq. ft.

The image shows a serene, mystical night scene featuring the silhouette of a woman meditating cross-legged at the edge of a calm body of water, with her reflection visible on the surface. The background includes layered forested mountains at dusk, tall pine trees, glowing fireflies, an owl perched on a branch, and large, softly lit mushrooms, all under a crescent moon and subtle star patterns, with the words "Center of the Earth" written in elegant script at the top.

Left Front Wall 10 X 12 120 sq. ft.

The image shows a stylized twilight forest scene with the words "Gallery & Gathering Space" written in flowing white script across the top. In the foreground, five silhouetted figures sit in a circle by a small campfire at the edge of a reflective pond, each playing a hand drum, while an owl on a branch, tall plants, mushrooms, and soft glowing fireflies surround them against layered blue mountains and a setting sun in the background.

Roof Front Wall 2 X 19 38 sq. ft.

The image is a long, narrow nighttime landscape mural showing layered silhouettes of dark trees in the foreground and soft, misty mountain shapes stretching across the middle in cool blue tones. Above the ridgeline, a few small star-like dots are scattered in the sky.



Side Wall 12 X 11 132 sq. ft.

The image features a stylized waterfall shaped like a serene human face carved into a cliff, with water flowing gently over the closed eyes and down into a calm blue pool below. The scene is framed by rounded rocks, lush dark-green foliage, and vines with bright orange flowers, all set against a twilight forest sky with soft clouds and stars, creating a tranquil, mystical atmosphere.

Total Project 410 sq ft.

Text under 20-24 sq ft. (per allowance 32.8)

**PUBLIC ART MAINTENANCE AGREEMENT**

THIS Agreement is made as of the 9 day of Month 12, Year 2025 by and between:

City of Brevard (hereinafter "City")  
95 West Main Street  
Brevard, NC 28712

and

Khaledar MAHMOUD ("Owner").  
44 FELLS+GARDEN PLAZA ("Physical Address of project")  
15 Park Place W ("Mailing Address of Owner")  
828 553 5734 ("Telephone Number")  
628@jledar.com ("Email Address")

WHEREAS, the City has determined in order to beautify public areas, enhance the quality of life for Brevard citizens, attract tourism, promote arts and culture, and encourage businesses to locate within the city, thus expanding Brevard's economic base, it is the policy of the City of Brevard to promote public art, where appropriate, through the implementation of a clarified process and design guidelines, and

WHEREAS, the Owner desires to facilitate this policy by installing public art as approved by the Brevard City Council pursuant to Ordinance 42-16 of the Brevard City Code and Chapter 12 of the Unified Development Ordinance;

WHEREAS, the Owner is aware that as a condition of being allowed to install any public art, the Owner must agree to certain maintenance and other requirements as set forth in the policy.

NOW THEREFORE, the Owner, subject to the approval of the said public art project by the Brevard City Council, agrees as follows:

1. Owner agrees to complete the installation work within one calendar year from the date of approval by City and all work shall be completed according to state and local building codes and ordinances, and approved, when necessary, by the proper authorities.
2. Owner accepts the sole responsibility of maintenance during the lifetime of the artwork and authorizes the City to perform such maintenance if these responsibilities are not fulfilled by the Owner. In the event the City is required to perform maintenance on the said project due to the Owners failure to maintain, the Owner shall reimburse the City for the reasonable costs of the maintenance. Maintenance shall include, but is not limited to, re-painting/touch-up painting to keep the art looking current and not faded, as determined by the DMPC, and abating graffiti, or other forms of vandalism, within 48 hours from the time the property owner has been notified. Owner maintenance may also include painting over the mural effectively ending its lifetime if no public funds were used in its creation and if there is no prior, conflicting agreement between the City and the property owner unless both parties are in agreement. Owner further agrees to follow the maintenance

guidelines set forth in Section VIII of the Public Art Policy and Application Process manual.

3. Once a project is complete, Owner shall apply an anti-graffiti coating to protect its surface if determined by the DMPC to be feasible.
4. The Owner agrees to allow images and video of the completed installation to be placed on the City of Brevard's web pages, social media, publications/videos, and local media.
5. Any disputes that arise between the parties with respect to the performance of this agreement shall be submitted to mediation prior to either party invoking the court system.
6. This agreement shall be governed by the laws of the State of North Carolina and shall be subject solely to the jurisdiction of the District or Superior Court of Transylvania County North Carolina.

IN WITNESS WHEREOF, the Owner hereto has signed this Agreement as of the date first above written.

OWNER, Mahalo Brevard LLC by:

  
\_\_\_\_\_  
Owner Signature (SEAL)



*Center of the Earth*

*Gallery & Gathering Space*



Gallery & Gathering Space

44  
BRVD





**APPLICATION FOR PUBLIC ART**

APPLICANT: Center of the Earth

Contact Information:

Mailing Address: 44 Four Seasons Plaza City: Brevard State: NC ZIP: 28712  
Email: jennifer@thecenteroftheearth.com Phone: 828 707 2848

Property Owner Information (Not applicable for artwork proposed on City Property):

Property Owner Name: JUSTIN LEDER MATHLO  
Mailing Address: 15 PARK PL WEST City: BREVARD State: NC ZIP: 28712  
Email: 8289jleder.com Phone: 828 553-5830

Location of Property: 44 Four Seasons Plaza Brevard NC 28712

Property Identification Number (PIN): \_\_\_\_\_

Type of Artwork:

- Mural
- Sculpture
- Memorial
- Functional Art (i.e. bike rack)
- Other: \_\_\_\_\_

Proposed location(s) for the art (side wall, rear yard, alcove, etc): Front walls 1 side wall - see attached

Following must be Included with All Applications:

- Description and images or other illustrative graphics of the artwork to be installed. Dimensions (height, width, etc.) must be included in these descriptions.
- Narrative describing the theme and design.
- Photograph of the proposed location (if specific location in mind).
- Signed Maintenance Agreement provided by the City.
- Cost estimate: 9,000
- Project Installation Timeline: 1wk to 10 days from approval

Following must be Included with Mural Applications:

- Dimensions of any logos, symbols or text within the mural. attached

**SIGNATURES**

If the Applicant is other than the property owner, proof of the owner's consent is required, unless the property owner is the City of Brevard. Owner's signature proves consent. The applicant will be the liaison with the City and will be the party to receive official notice. Notice communicated to the applicant will be deemed communicated to the owner. By signing this application, the applicant is consenting to the designation for these purposes.

Property Owner: \_\_\_\_\_ Date 12/9/2015  
Applicant: Jennifer Snowden Date 12-9-25

**RESOLUTION NO. 2026-XX**

**A RESOLUTION APPROVING A MURAL AT 44 FOUR SEASONS PLAZA**

**WHEREAS**, City Council has been presented with a proposal for the placement of a wall mural located at 44 Four Seasons Plaza on multiple exterior walls facing Four Seasons Plaza, and

**WHEREAS**, the mural shall depict serene mountain and forest scenes and depict silhouettes of people meditating, sitting around a campfire, and a stylized waterfall, and

**WHEREAS**, City Council believes the proposed mural is consistent with the stated goals outlined in the Public Art Policy, and

**WHEREAS**, City Council recognizes the value of publicly displayed art and the importance of promoting public and private economic development efforts, and

**WHEREAS**, local art, such as high-quality wall murals, create a sense of place for the residents of Brevard.

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

**Section 1.** City Council hereby approves an application for a multi-panel wall mural on the building at 44 Four Seasons Plaza, in accordance with Brevard City Code of Ordinances Chapter 42 and Brevard Unified Development Ordinance Chapter 12.

**Section 2.** The Resolution shall become effective upon its adoption.

Adopted and approved this the 2<sup>nd</sup> day of February 2026.

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Maureen Copelof  
Mayor

ATTEST:

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Denise Hodsdon, CMC  
City Clerk