



AGENDA
BREVARD CITY COUNCIL - REGULAR MEETING
Tuesday, September 8, 2026 - 5:30 PM
City Council Chambers

A. Welcome and Call to Order

B. Invocation

Rev. Rob Field, Center for Spiritual Wisdom

C. Pledge of Allegiance

D. Certification of Quorum

E. Approval of Agenda

F. Approval of Minutes

1. June 5, 2026 Specially-Called Budget Workshop
2. August 17, 2026 Regular Meeting

G. Certificates / Awards / Recognition

1. Proclamation No. 2026-21 Rise and Shine 30th Anniversary
2. Proclamation No. 2026-22 Constitution Week

H. Public Comments

I. Special Presentation(s)

J. Public Hearing(s)

1. Proposed Amendment to the City of Brevard Traffic Schedule to Add Stop Sign on Thomas St. at the Intersection with W. Main St.

K. Consent and Information

1. Resolution in Support of the Roadless Area Conservation Rule
2. Capital Project Amendment - Hillview//Mills Ave Culvert Repair - \$350,000
3. Proclamation No. 2026-23 Childhood Cancer Awareness Month
4. Rosenwald Community Advisory Board Meeting Minutes - May 21, 2026 meeting

5. Parks, Trails, and Recreation Committee Meeting Minutes - July 15, 2026 Meeting
6. Rosenwald Community Advisory Board Meeting Session Notes - July 16, 2026 meeting
7. Finance and Human Resources Committee Meeting - July 27, 2026 Meeting
8. Public Safety Committee Meeting Minutes - July 27, 2026 Meeting

L. Unfinished Business

Proposed Amendment to the City of Brevard Unified Development Ordinance

1. Chapter 17; and the Code of Ordinances Chapter 70 - Fats, Oils and Grease (FOG) Regulations
2. Funding Plan for Cashiers Valley Road Sewer Extension

M. New Business

1. Menu of Options for Surplus Fund 82 (Rosenwald Fund) Dollars
2. Appointment of At-Large Member to the Ecusta Trail Advisory Board
3. Automated License Plate Readers (ALPRs)

N. Remarks / Future Agenda Considerations

O. Closed Session(s)

1. Economic Development: NCGS 143-318.11(a)(4)

P. Adjourn

Agenda Posted, Website, Sunshine List (September 3, 2026)
D. Hodsdon, City Clerk

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

MINUTES
BREVARD CITY COUNCIL
Specially-Called Budget Workshop
June 5, 2026

The Brevard City Council met for a Specially-called Budget Workshop on Friday, June 5, 2026, at 8:30 a.m. in the Council Chambers at City Hall, with Mayor Maureen Copelof presiding.

Present - Mayor Maureen Copelof, Mayor Pro Aaron Baker, and Council Members Gary Daniel, Pamela Holder, Lauren Wise and Dean Lytle

Staff Present –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, Human Resources Director Kelley Craig, Police Chief Christy Wentzell, Fire Chief Chase Owen, Assistant Planning Director Aaron Bland, Public Works Director Wesley Shook, Water Treatment Plant ORC Dennis Richardson, and Wastewater Treatment Plant ORC Aaron Winans

Press – David Bradley, *Transylvania Times* and Jonathan Rich, *BrevardBeagle*

A. Welcome and Call to Order – Mayor Copelof called the meeting to order at 8:30 a.m. and welcomed those present.

B. Certification of Quorum – City Clerk Denise Hodsdon certified a quorum present.

C. Approval of Agenda – Mr. Baker moved, seconded by Mr. Wise to approve the agenda as presented. The motion carried unanimously. A copy of all workshop materials is on file in the Clerk's Office.

D. Budget Discussion – Mr. Hooper noted that there are a few outstanding questions regarding the budget for discussion today. He asked if Council was satisfied with the Utilities, Stormwater and all the smaller budget proposals in the Recommended Budget. There was consensus that Council was satisfied with all other budgets and that today's discussion would focus on the General Fund issues.

Mr. Hooper said he interprets those outstanding General Fund questions to fall into three discreet themes:

1. What to do about the municipal service tax (MSD) and the Heart of Brevard contract
2. Potential Sports Complex and recreation improvements
3. What to do with the leftover Norton Creek dollars that are in Fund 82 Rosenwald Revitalization Fund

D-1. Menu of Alternatives – Mr. Hooper reviewed the following table of Budget Alternatives that were submitted to him by Council. He asked Councilmembers to discuss which options are most favorable to them.

Budget Alternatives				
#	Proposed Change	Amt. added/ (Rev reduced)	Offsetting (Rev Reduction)/Addl. Rev., Savings, or Alternate Source	Amt.
1	Fully fund <u>HoB</u> w/o MSD tax increase	\$15,500	Redirect from Fund 82 (Rosenwald) balance ¹ (alt. source)	\$15,500
2	Fully fund <u>HoB</u> w/o MSD tax increase	\$15,500	Redirect from Fund 83 (Downtown Master Plan) (alt. source)	\$15,500
3	<u>HoB</u> keeps fund traditionally transferred back to Fund 83 ²	\$11,000	No MSD tax increase (rev. reduction)	(\$16,500)
4a	Fully fund <u>HoB</u> w/reduced MSD tax increase (\$.0065 from \$.02)	(\$11,000)	Alt 2 Commercial Cardboard fee Reduce MSD tax increase to \$.0065 from \$.02 ²	\$56,340 (\$11,000) \$45,340 net
4b	Add fourth PW FTE	\$67,500	Savings from proposal 4 Redirect from Fund 82 (Rosenwald) balance	\$45,340 \$22,160 \$67,500 net
4c	Establish Parks Fund	\$75,840	Redirect from Fund 82 (Rosenwald) balance (alt. source)	\$75,840
5	Sports Complex Redesign funds	\$57,000	Alt. 2 Commercial Cardboard fee (addl. revenue)	\$57,000
6	Carolina Ave. traffic calming	\$14,000	Redirect from Fund 82 (Rosenwald) balance (alt. source)	\$14,000
7	Increase non-departmental contribution to Fund 78 (Multi-use path) from \$47,500 to \$82,750	\$35,250	Redirect from Fund 82 (Rosenwald) balance (alt. source)	\$35,250
8	Increase non-departmental contribution to Fund 83 (Downtown Master Plan) from \$47,500 to \$82,750	\$35,250	Redirect from Fund 82 (Rosenwald) balance (alt. source)	\$35,250

¹ The current balance is \$98,971 but staff expect it to decrease somewhat as late invoices for Norton Creek phase 2 are paid. Staff expect the eventual available balance to be \$90k-\$94k. The balance was created by a \$100,000 GF transfer in anticipation of Norton Creek overages. The project footprint was adjacent to Silversteen Park, so Fund 82 was used for project accounting. See Council-approved budget amendment at the following link: <https://www.cityofbrevard.com/DocumentCenter/View/6305/Budget-Amendment-25-16>

² Under this scenario HoB would be partially funded, receiving \$11,000 of their \$15,500 funding request

9	Rosenwald community-chosen infrastructure project	Net neutral	Reserve \$98k within Fund 82 (Rosenwald) ³ (alt source)	Net neutral
10	\$98k Silversteen Park shelter/ bathroom seed money	Net neutral	Reserve \$98k within Fund 82 (Rosenwald) ⁴ (alt source)	Net neutral
11	Add Silversteen shelter/ bathroom funding to legislative request	\$300,000	[None offered]	No budgetary impact
12	Maintain employee dependent coverage premium subsidy	(\$25,097)	Cut tipper carts (savings)	\$35,000
13	Employee merit pool	\$35,000	Cut tipper carts (\$35,000) (savings)	\$35,000
14	Reduce tax rate by .44¢ ⁵	(\$90,000)	Redirect from Fund 82 (Rosenwald) balance (alt. source)	\$90,000

CAUTION: One-time resources being used for recurring expenses.

³ If passed, this proposal would have no impact on the budget itself. The money would stay in Fund 82 until the community made its decision. Council guidance would be needed on how this "participatory budgeting" exercise would work.

⁴ If passed, this proposal would have no impact on the budget itself. The money would stay in Fund 82 until Council directed its use for a bathroom/shelter related purpose.

Mr. Hooper also provided the following supplemental figures for Council’s reference and consideration:

City of Brevard FY27 Supplemental Figures for Reference
(6/1/26 version)

Taxes

- \$0.01 on the tax rate = \$202,800

Fire (52.7% City and 47.3% County)

- If the County doesn’t fund 47.3% of the request for three new full-time personnel:
 - City contribution stays at **\$995,608**

- The County's contribution decreases from **\$893,592** to **\$758,002**.
- The funding model for FY27 would be **56.7% (City) and 43.3% (County)**.
- The staffing model would be one new full-time engineer, and adequate money in the part-time line item to fund addl. PT staffing.

Heart of Brevard (\$0.01 on the HOB tax rate = \$8,150)

- FY27 Recommended Budget proposes: \$0.02 increase in the HOB tax rate
- Revenue from the tax increase would offset the reduction of HOB's nonprofit funding, reduced from \$31,000 to \$15,500.
- To avoid a HOB tax increase, HOB offered the alternative of keeping the \$11,000 contribution to the DTMP Committee sourced from the City's General Fund.

Employee Healthcare – Subsidy on Dependent Coverage

- **FY27:** 86% → 83% subsidy on dependent healthcare = **\$25,097 increase from FY26**
- **FY28:** 83% → 80% subsidy on dependent healthcare = **\$30,404 increase from FY27**
- **FY29:** 80% → 77% subsidy on dependent healthcare = **\$33,119 increase from FY28**
- **FY30:** 77% → 75% subsidy on dependent healthcare = **\$27,237 increase from FY29**

Employee Compensation

- 2.7% COLA increase = \$184,680 (General Fund), \$49,200 (W/S), \$24,300 (Fire)
- Each 0.5% = \$34,200

Commercial Sanitation Fees

- **Commercial Recycling Proposed Change (Mandatory Charge):** \$5.75/mo. → \$13/mo.
 - Generates additional **\$59,073/yr** in revenue and makes the City's service whole.
- **Commercial Cardboard Proposed Model (Mandatory Charge)**

Usage	No. of Customers	Old fee (monthly)	New Fee (monthly)	Add'l Revenue
Limited use	489	\$10	\$15	\$29,340
Small User	24	\$10	\$50	\$11,520
Med User	9	\$10	\$100	\$9,720
Large User	12	\$10	\$150	\$20,160

- Total Cardboard Revenue Increase using above Fee Structure: **\$68,330/yr**
- **Alt 1:** \$18 limited use, \$100 small, \$150 med, \$200 large = **\$112,934 revenue increase**
- **Alt 2:** \$20 limited use, \$100 small, \$150 med, \$200 large = **\$124,670 revenue increase**
- **Alt 3:** \$20 limited use, \$120 small, \$250 med, \$500 large = **\$184,430 revenue increase**
- **Market rate** of cardboard pickup (based on estimates from GFL and Waste Mgmt.)

User Type	2 pickups per week	4 pickups per week
Small	\$150/mo.	\$275/mo.
Medium	\$213/mo.	\$403/mo.
Large	\$280/mo.	\$540/mo.

Community Centers

- Increase in CC reservation fees by \$5 would increase revenue by about **\$365** annually

Sports Complex Redesign Possibility

- To fund the Sports Complex redesign, Alt 2 for Cardboard will yield an additional approximately \$57,000 while still making the service whole.

Life-to-date Norton Creek Project Expenses

- Phase 1 (Mills Ave. culvert to edge of park property) - \$564,750
- Phase 2 (Edge of park property approx. 60 feet upstream) - \$124,000
- Phase 3 (Tannery properties to Rosman Hwy) engineering - \$75,000

Infrastructure Possibilities in Rosenwald

- Portions of Carver St. are scheduled to be repaved this summer
- If Powell Bill dollars can be stretched, Keith Ct. may fall in this year's project. If not, it's scheduled for repaving next year.
- The city's approved bike/ped plan identifies the following locations as in need of sidewalk¹:

¹ Note that the bike/ped plan does not include cost estimates for these sections. All appear likely to have right-of-way issues and utility conflicts.

- Rosenwald Ln.
 - Silversteen Dr. b/w McMinn and Caldwell
 - Carolina Ave.
 - Verdery St.
- Scheduled public works/maintenance activities that would likely be accelerated if new staff are approved include:
 - Edging of curbs and sidewalks through the neighborhood
 - Carver St. sidewalk repair
 - Repair of other broken sidewalk segments in other areas of neighborhood
 - Crosswalk/sightline/signage improvements at Carver/Oaklawn

Council began discussion with the various options for MSD tax increase and Heart of Brevard contract (Budget Alternatives 1 through 4a), which also included discussion of the alternatives for commercial cardboard recycling.

There was consensus to adopt Alternative 2 for cardboard collection, as a starting point, with the caveat that Council would look at all budget alternatives holistically:

- **Alt 2:** \$20 limited use, \$100 small, \$150 med, \$200 large = **\$124,670 revenue increase**

Discussion then moved to the Sports Complex redesign (Budget Alternative 5). There was discussion about the need for a Parks & Recreation Master Plan for long-term planning and budgeting purposes. However, there is an immediate safety issue at the Sports Complex that needs to be addressed now.

During additional discussion of the alternatives to fund Heart of Brevard and the effect on the Downtown Master Plan Fund, there was consensus to adopt Alternative 4a:

#	Proposed Change	Amt. added/ (Rev reduced)	Offsetting (Rev Reduction)/Addl. Rev., Savings, or Alternate Source	Amt.
4a	Fully fund HoB w/reduced MSD tax increase (\$.0065 from \$.02)	(\$11,000)	Alt 2 Commercial Cardboard fee Reduce MSD tax increase to \$.0065 from \$.02 ²	\$56,340 (\$11,000) \$45,340 net

Mr. Hooper pointed out that with the adoption of Alternative 4a, we now need to find \$11,000 in order to move forward with the Sports Complex redesign. Mr. Lytle noted that we already have a design for the Silversteen shelter, which includes bathrooms, and suggested a compromise of using \$11,000 from the Rosenwald Fund for the Sports Complex redesign, with the balance of the Rosenwald Fund to remain for future infrastructure projects in Rosenwald. There was consensus to adopt this as Alternative 9a and to include Alternative 6, \$14,000 for Carolina Ave. traffic calming to also come from the Rosenwald Fund:

#	Proposed Change	Amt. added/ (Rev reduced)	Offsetting (Rev Reduction)/Addl. Rev., Savings, or Alternate Source	Amt.
9a	Rosenwald community-chosen infrastructure project	(\$11,000)	Reserve \$84-87k within Fund 82 (Rosenwald) (alt source)	\$84,000 to \$87,000
6	Carolina Ave. traffic calming	\$14,000	Redirect from Fund 82 (Rosenwald) balance (alt. source)	\$14,000

~~ At 10:29 a.m. Mayor Copelof called for a ten minute break.~~
The meeting was reconvened at 10:39 a.m.

Discussion moved to Alternatives 12 and 13 regarding tipper carts. Mr. Daniel noted that we didn't get the grant for the tipper carts and suggested that because the City has not given employees merit raises since before Covid, that the \$35,000 for tipper carts could be earmarked for a merit pool for higher-performing employees. Mr. Lytle stressed that there would need to be a well-defined plan before implementation. Kelly Craig mentioned that one of the items that she had requested in this year's budget, but was not included was a performance evaluation module and recommended that that would help us roll that system out in an effective way. The cost of that module is approximately \$6,000. Following discussion, there was consensus to not fund the tipper carts, but to fund the evaluation software and earmark the remainder of the \$35,000 for seed money for a future merit compensation pool in FY28. Council directed Staff to bring proposals to the Finance, Human Resources and Citizen Appointment Committee for creation of a merit-based evaluation system, an increased scope pay study, and other matters as Staff might propose to fairly compensate employees.

D-2. Adds/Deletes – Shawnee Cummings recapped the approved changes:

- Adopt Alternate 2 for the cardboard fee structure;
- Adopt Alternate 4a to reduce the proposed \$.02 tax increase for the MSD to \$.0065, using the Alternate 2 cardboard fee, leaving a net of \$45,000 which would be directed to the Sports Complex redesign;
- Adopt Alternate 9a to use \$11,000 from the Rosenwald Fund for the Sports Complex redesign, and use the remainder of that Fund (approximately \$84,000 to \$87,000) for Rosenwald infrastructure projects, including Carolina Ave. traffic calming measures;
- Remove \$35,000 for tipper carts and direct those funds towards a merit program.

D-3. Straw Votes were all in favor. Staff will incorporate the changes in the Recommended Budget and bring it to Council for approval at the June 15th meeting.

E. Adjourn – There being no further business, at 11:27 a.m. Ms. Holder moved, seconded by Mr. Lytle, to adjourn the workshop. The motion carried unanimously.

Maureen Copelof
Mayor

Denise Hodsdon, CMC
City Clerk

Minutes Approved: September 8, 2026

MINUTES
BREVARD CITY COUNCIL
Regular Meeting
August 17, 2026 – 5:30 PM

The Brevard City Council met in regular session on Monday, August 17, 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, Pamela Holder, Lauren Wise 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, Deputy Police Chief Alan Bonanno, Fire Chief Chase Owen, Public Works Operations Manager Cliff Justus, Water Treatment Plant ORC Dennis Richardson, Wastewater Treatment Plant ORC Aaron Winans, and Community Center Director Tyree Griffin

Press – David Bradley, *Transylvania Times* and Jonathan Rich, *Brevard Beagle*

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

B. Invocation – Reverend Bob Renjilian of Unitarian Universalists of Transylvania County 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. Wise moved, seconded by Ms. Holder to approve the agenda as presented. The motion carried unanimously.

F. Approval of Minutes

F-1. August 3, 2026 Regular Meeting – Ms. Holder moved, seconded by Mr. Baker to approve the minutes of the August 3, 2026 Regular Meeting as presented. The motion carried unanimously.

G. Certificates / Awards / Recognition – None.

H. Public Comments

Butch Stiebing of Franklin St. said the issue that the neighborhood is concerned with is the idea of the low-cost housing on the land behind the church. Madam Mayor and Keith Thompson came more than a year ago and polled the neighborhood to see how we felt. At that time I understood, I don't know that my understanding was right, but I understood there would be individual houses and there would be something like 15. Now it is a planned high-rise apartment complex. I take issue with that. The soil...and I did do construction management for IBM...has been designated as unfit. There are very few ways that you can make that soil fit. You can remove it, put layers of good soil in like they recommended to begin with, compact it every 6 inches to make sure that it's safe, and then they do another layer of 6 inches and compact it again. Another method is floating footings. If you use floating footings, it is a huge wide cement block and it floats on the soil. For an apartment complex, that is no way to build a building. The third way that I know of is to drive pile drivers into the ground until point

of refusal, you dig big holes around them, cut them off and put in huge concrete blocks and run footings across that. Very expensive, no matter what you're talking about. If you've got a low-bid contractor that says he can do it cheaper than anybody else, I don't think he can. I also think it will be very expensive to have apartment complexes in there where you have not only the rent or purchase of the apartment, you also have the monthly fees to maintain the building. So, not only do you get rent or payment, the low-cost housing has to have somebody paying the maintenance bill. I don't want to see that in our community. We don't need to be rejuvenated. Two of our homes just sold for over a million dollars. My taxes went double because of the value of my house now, so I don't want to see...now you want to do something to try and put a few nice houses in there, I wouldn't argue with you on that, but not big apartment buildings.

Carol Hamann of College View Terrace said I am a nature lover from a family of nature lovers. My father and nearly all of my relatives were farmers. My son is a biologist and my daughter-in-law is a geologist. They visited me about two years ago and at that time the previous proposal was on tap. We went over to look at the church property with huge trees, the beautiful greenery and so forth. They said to me, Mom do anything that you can to keep them from developing that property—just leave it alone. Those animals, birds, trees and vegetation there is a beautiful greenspace in this city, and it would be very much appreciated if you would respect my feelings and theirs, and all of the nature lovers in this city.

M. Dawn Ellis said I have lived on Appletree St. for 39 years. I do have a little bit of water in my basement because of the land behind us. The County asked me why I haven't corrected it—well if you want your whole yard dug up because I don't have a full basement. The house was built 72 years ago, and it leaks a little bit, so we have a sump pump, and I've diverted most of the water. If they take all those trees down, what happens to that water? Right now, it puddles in my front yard and across the street, and we have trees back there. This contractor had no experience supposedly. What happens to the property if they abandon it like they did below on Jailhouse Hill and caused an eyesore going into our pretty little town. Those trees are getting bigger and bigger and nobody has done anything about trying to control that and beautify it. The main thing is we bought our houses because we wanted to live there. We worked hard, we bought our houses, our taxes keep getting raised, and we still live there. Why should we give up the value of our house for a housing complex that's probably going to be abandoned in the long run, because it's probably going to collapse or deteriorate because it can't be built on water. Eighteen feet they were still hitting water—I can dig a hole in my back yard and hit water, so I know there is a lot of water there. Sandy Reed across the street had to do a whole lot of work around her house to get the water taken care of. We worked hard—I was a teacher and you didn't get paid much...\$1600 a month with a masters degree and 30 years of teaching...and I still bought my house. We want to keep our neighborhoods, we want to keep our house. I could move back to Franklin, to my family's home, but I don't want to—I've lived in this town for 51 years. I should be able to keep my house the way it is just like you're going to keep your houses, and that's the main thing.

Charles Gardin of N. Main St. said I was told that the Rosenwald grant was going to be put up for conversation this afternoon and I don't see it on here and I'm just opposing it for other projects other than the Rosenwald community.

Rodney Locks of S. Rice St. said you have on your agenda Item M-3 the renaming of the Downtown Master Plan. I think over the last 11 years they've done a good job. I think it's a good opportunity for you to use that same format to do your town hall meetings—to go around to each precinct and find out what the people in that precinct need and develop a plan and, it helps with recommendations for your budget. You have an advisory committee, and when it comes to implementation you will have some way of getting input from the people who are affected by that. I think this is a great opportunity and you can better define what each one of the committees are working on.

Jimmy Veal of Pinnacle Rd. said I look forward to coming here sometime and talking about something a little bit different. I would take after one of my mentors Mr.

Locks and bring up new and exciting things to have opinions about and try to help everybody make better decisions. I'm reminded that my first appearance here was August 5, 2024. That came very shortly after I had a meeting with Mr. McKeller in November 2023 about the problem of the bottom 200 feet of Bracken Trail blocking access to five or six properties up there that hopefully everybody knows about. It's just the bottom 200 feet—it's a 7-mile long trail and don't forget I love Brevard. I still love it even though that tree thing on Railroad Ave. is heartbreaking. I love to mountain bike. I did the Pinnacle Loop the other day and that was pretty fun. I love the trail, it's magic, but this has to do with blocking access to five pieces of property. I also appeared two weeks later—it's kind of crazy it's the [inaudible] anniversary and I feel pretty good being here so everybody didn't forget who I was between last week or two weeks ago. The second meeting I said hey, blocking access to the property steals the value of it. I thought maybe somebody would take some personal care and dig into it based on that comment. Last time I told you that it's my belief...Mr. McKeller told me a number of times that the City did nothing wrong when they did the eminent domain, and I have a different opinion about that, but the real wrong is when the trail got built and access was blocked. Mr. McKeller has also told me more than once that there was not a road up there. Mr. Veal gave Council a handout entitled "Connie's Story, Introduction" (copy on file in Clerk's office) and said one of the really wonderful things about this is it's gotten me to know a lot of fabulous people. Emma Dorsey and Connie Williams lived up there in the 50's. Emma has been paying taxes on a piece of land up there since taxes were levied. Access to her property is blocked by the trail. Connie Williams lived up there from most of the 40's and through the first half of the 50's. He talks about his mom worked at the Ford dealership, he talks about backing his car down his driveway. Some of you might have seen it—I cleared the driveway that Connie Williams backed down about four or five weeks ago. I would welcome an opportunity to walk with anyone of you up there and show you what's going on. In the second appearance I said it really would be nice to work this out. It was my intent when I met with Mr. McKeller to work it out. It's a lot easier to solve this at City Council level than move forward with the lawsuit and all the things that come along with that.

Doug Powell of Oakdale St. said one week from today we will be celebrating Constitution Day on September 17th. The states would have never ratified the Constitution if it did not include the Bill of Rights, which are the first 10 amendments to the Constitution. The reason many in this room are required to take an oath to support, maintain, and defend the Constitution is to protect an individual citizen's God-given rights and freedoms from their very own government. As I reminded you back in April, Founding Father and lawyer James Otis argued in the British courts in 1761 against open-ended blank search warrants that were called writs of assistance. In his argument Otis said I will to my dying day oppose with all the powers and faculties God has given me all such instruments of slavery and villainy as a writ of assistance is. It is the worst instrument of arbitrary power and is destructive of liberty and the fundamental principles of law. John Adams, our second president, observed later American independence was then and there born. Every man in the crowded audience went away as I did ready to take arms against writs of assistance. Not only did the seeds of the American Revolution sprout from that courtroom, but so did the inclusion of the Fourth Amendment, which reads in part the right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures shall not be violated. It is estimated that the average law-abiding American, unknowingly commits three felonies a day. If James Otis could speak tonight, what do you think he would say about government cameras trained on the citizens of Brevard 24/7 without probable cause? The main constitutional role of civil government is not to provide safety to its citizens, but to protect our civil rights. Do all citizens like to be safe, including me? Well, of course, but not at the expense of our civil liberties. This is why Thomas Jefferson said I prefer dangerous freedom over peaceful slavery. If you look up the crime statistics in Asheville, you know that the 2000 cameras monitored by their police department does not stop crime. It is not too late for Brevard to stop the rollout of surveillance infrastructure offered by private corporations to our police department for free. We all know that when something is free, it is a sure sign that we are the product. Anyone who has Gmail has given Google access to every message you have sent and received, which is reviewed and analyzed by artificial intelligence and stored forever. I have

tremendous admiration and respect for law enforcement. I have lifelong friends who have served in this capacity and understand how incredibly difficult the job is. For the Chief of Police to stay on budget and to find capable officers must be incredibly challenging. And I understand and acknowledge how enticing the Axon surveillance cameras would be to help her job, but this is why all law enforcement officers must take an oath to the Constitution, and that is why signer of the Constitution Benjamin Franklin once said those who would give up essential liberty to purchase a little temporary safety deserves neither liberty nor safety.

Harvey Sankey of Lake House Trail said I would like to add to that comment that if Benjamin Franklin was still living in the city of Philadelphia right now, he wouldn't have made that comment. In 2024 the City of Brevard and the Brevard-Davidson River Presbyterian Church entered into a lease agreement for three years to study the development of low to moderate-income housing on the church's property. However, later that year a geotechnical analysis revealed soil conditions on the site for that project was infeasible. The City spent \$11,000 of our taxpayers dollars for this study...money down the drain. Now the City was contacted by a developer and the church to see if they could develop low-to-moderate income housing on the site even with questionable soil. The new plan would also add 12 more units. The church is asking us to extend the lease for 3 more years, and the City would have to pay \$10,000 to \$15,000 of our taxpayers dollars for a third-party review. Questions: will the neighbors be asked for their input?—you've heard a few of them tonight; this will require a rezoning of the area—how will that affect the area?; why is the City in the real estate business?; why can't we let the church handle the new study, instead of the taxpayers? Looks like we may be throwing good money after bad—a waste of our taxpayer dollars again. We can use this money to set up a fund to help our low-income and fixed-income property taxpayers. Give it to the taxpayers who currently live in our city.

Lauren Wolf of E. Main St. said I live next door to the Presbyterian Church. We moved here in August of 2024 just as the site study was being done on the property. We barely had our boxes unpacked and we had the flyer for the community input sessions and were ready to go but heard they were canceled and we heard about the soil. So we haven't really thought about it much. I share that because we weren't here for the rising temperatures of this situation. We go to the church, we love this community, we understand the need for housing, but I'm not here to talk about that. I'm here to talk as a neighbor to the land and neighbor to my neighbors, and my concern is water. I grew up in Houston, I grew up with flooding, and stormwater is something I know a little bit about, but until you live in Transylvania County and the temperate rainforest, you really haven't experienced water in this way. So, my first concern is the Missouri developer who has not developed here before in the wettest county in North Carolina; that they don't fully understand what they are getting themselves into. My second concern is that there were supposed to be input sessions in the fall, in the winter, and then it was supposed to go to developers...I forgot what the next step was, exactly what it was called...but that was what was supposed to happen, and it didn't happen. I think that you would find...you're hearing a little bit of it, but I think in the community input sessions you would have found people telling you about water and springs coming up and the water that flows under their houses. You would have heard a lot about that. It's not that people don't want housing. We want to help our neighbors, but we don't want our homes flooded out. I'm at the top of the hill, so I'm in a really great spot but I watch it all go downhill. You all have done such a great job on stormwater. You all worked on the ordinance 6.6 and it addresses stormwater runoff and to think that someone could put in 60 units and a parking lot and not make the volume, the speed of that runoff increase in any way, they'd have to put in a lot of work to keep that from happening. There's an available way to calculate what happens to acreage when it becomes paved and the amount of gallons of water that would be flowing to Kings Creek from there is thousands and thousands of gallons of water. It's a really big deal for our stormwater system. That's my concern about this land and I hope you will consider it and I also hope you will consider community input sessions that were promised to the community before we cancel the idea of bringing in other developers who might be interested, or

the ideas that we might have for what this land could do for stormwater, and maybe green stormwater infrastructure.

Patricia Wrinkle of Appletree St. said I live at the bottom of the Brevard-Davidson River Presbyterian Church woods and this the fourth or fifth time I have come before you all discussing this. Thank you, Lauren, who is a little more neutral. I am one of the property owners who will be mostly affected if this proposition goes through. Water is a major issue. After normal rain my yard is squishy. My sump pump was going as I left for this meeting today. According to Mr. Hooper one of the things you all will be considering is how a 60-unit low-to-middle income housing development will fit into the community. That's easy—it will not. You're looking at a well-established neighborhood of \$300,000 to well over \$1M homes. It doesn't fit in any way, shape or form. Increase of traffic is going to be monumental. 60 units, at least two cars per unit, that's 120 vehicles; that's at least double the traffic in that area. We're talking from Broad St. to Park/Neely, from Main St. down to the college. That whole area is going to be vastly affected—all negative. There is no positive for any of that area if this goes through. We're going to lose value of our properties that we have worked so hard for, our pursuit happiness, etc. The pollution—noise, light; groundwater will vastly increase; crime is most likely going to increase. Unfortunately, from the last go-around, particularly the church was not interested in any of our suggestions and/or support for alternatives, and there are very good alternatives to this property. I hope the City does the right thing. You all know the land is not worthy of this scope of development so you may very well open yourselves up for a lot of lawsuits also. I really hope you all do the right thing and look at all of the information. Also, yes, community involvement please. We have had one communique from the church—that's it.

I. Special Presentations – None.

J. Public Hearing(s)

J-1. Proposed Amendment to the City of Brevard Unified Development Ordinance Chapter 17; and the Code of Ordinances Chapter 70 – Fats, Oils and Grease (FOG) Regulations – David Todd gave the following presentation on the proposed FOG program updates, and noted that the North Carolina Department of Environmental Quality has mandated that the City must develop and implement an enforceable FOG program:

FOG Program Updates

Fats, Oils and Grease

NC DEQ Mandatory Updates to Our Program

Must be an Enforceable Program

Brevard’s Grease Goblin



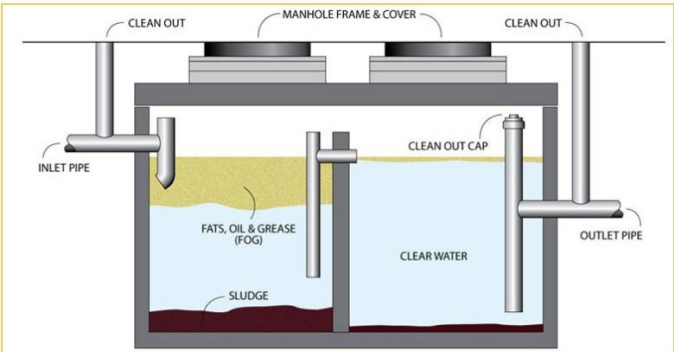
The real reason we need a FOG Program

What does FOG do to our Sewer Collection System?



How do you prevent FOG?

- Don’t put fats, oils or grease down the drain!
- Install grease traps or interceptors to catch any residual, sundry or accidental spills of FOG, **commercial applications only does not apply to residential.**



Why update our FOG Program now?

Our permit says we are required to have a FOG program and DEQ had a compliance finding in April of 2025

What our Permit Says:

The Permittee shall develop and implement an educational fats, oils and grease program that shall include at least semiannual distribution of educational material targeted at both residential and non-residential users. The Permittee shall also develop and implement an enforceable fats, oils and grease program for non-residential users under which the Permittee can take enforcement against users who have not properly installed, operated and maintained grease traps or grease interceptors as directed or otherwise violated the terms of the enforcement program pertaining to fats, oils and grease. [15A NCAC 02T.0108(b)]

DEQ Compliance Finding of April 2025:

Enforceable grease control program: Per section I.4 of the permit, the permittee shall develop and implement a Fat's, Oils and Greases (FOGs) enforcement program for non-residential users. Brevard's Sewer Use Ordinance (SUO) does allow the City to take enforcement action against violators who introduce prohibited substances to the collection system per Section 70-141 A. While the permit does not explicitly require routine inspection of grease traps, the City should establish a method for documenting and checking non-residential users' compliance per Section III.1 of the permit. If any of these responsibilities are delegated to another entity, this should be outlined within the City's policy and kept on file for future inspections.

What does our UDO and Code of Ordinances currently say?

Unified Development Ordinance

The current UDO is silent on FOG.

PART II: CODE OF ORDINANCES
CHAPTER 70. UTILITIES
<i>Cross reference(s)—Buildings and building regulations, CHAPTER 18; poles, wires and conduits, § 62-91 et seq.</i>
<i>State law reference(s)—Municipal authority to operate public utilities, G.S. 160A-312.</i>
ARTICLE III. SEWER SYSTEM
<i>State law reference(s)—Wastewater systems, G.S. 130A-333 et seq.</i>
70-92. Restricted discharges.
No person shall discharge or cause to be discharged the following described prohibited substances, materials, waters or wastes if it appears likely in the opinion of the manager that such wastes can harm either the sewers, wastewater treatment process or equipment, can have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the manager will give consideration to such factors as quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant, and other pertinent factors. The substances prohibited are:
A. Any liquid or vapor having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius) or that causes wastewater entering the wastewater treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius).
B. Any waste or water containing fats, wax, grease or oil in excess of 100 mg/L, as determined by results of the Freon extractable test, and the reasonable interpretation of test results, and/or auxiliary tests, to exclude from the measurement values which do not represent fats, wax, grease and oil.

Our Current FOG Program

- Our current FOG Program primarily consist of outreach/education.
- In the past we have mailed FOG pamphlets with Water bills, but this has not been done in the last several years. Per our permit and current compliance finding this should be done twice per year.
- Our primary outreach/education component at present is on the City’s website [City of Brevard Fats Oils and Grease Program](#)

Revised UDO Language

This language has been approved by the Planning Board and is pending City Council Approval on 8/3/2026

Code of Ordinances and UDO

Code of Ordinances and UDO

Code of Ordinances and UDO

CHAPTER 17. DEVELOPMENT PLAN REQUIREMENTS

17.6. Construction document requirements.

The construction documents for site plans, conditional rezoning plans, special use plans, major subdivisions, vested rights, and master plans shall be submitted in accordance with the specifications of this section except where specifically noted. Construction documents shall constitute the complete submittal requirements for site plans and preliminary plans required prior to construction.

The size and number of completed application submittal copies required shall be set by the administrator. No certifications other than the certificate of survey and accuracy as in Section 17.7.1 and the seal of the professional designer must be provided in connection with the submission.

Construction drawings must be drawn to the following specifications and must contain or be accompanied by the applicable information listed below. All plans shall be submitted at a scale not less than one inch = 50 feet unless otherwise authorized by the administrator. No processing or review of construction documents will proceed without all of the following information:

V. Supplemental plans as applicable:

1. Landscape plan in accordance with Section 17.9.

2. Tree preservation plan in accordance with Section 17.9.

3. Lighting plan in accordance with Section 17.10.

4. Architectural plans in accordance with Section 17.11.

5. Traffic impact analysis (if required) in accordance with Section 17.12.

6. Floodplain development information (if required) in accordance with Section 17.13.

7. Stormwater management concept plan in accordance with Section 17.13.

8. Fats, oils, and grease (FOG) control plan in accordance with CHAPTER 70 of Brevard City Code of Ordinances.

Revised Code of Ordinances Language

Approved by the PWUIC on 8/5/2026

- Current Code of Ordinance
<https://online.encodeplus.com/regs/brevard-nc/doc-viewer.aspx#secid--1>
- *Proposed Revised Code of Ordinance with FOG Program Updates

* The proposed updates are included in the Agenda Packet and on file in the Clerk’s Office.

Newly Adopted Fee Schedule as part of the

FY 26-27 Budget

Tier	Administrative Penalty
Tier 1	No Civil Penalty; Notice of Violation (NOV)
Tier 2	Up to \$500 Civil Penalty; NOV
Tier 3	\$750 to \$1,500.00 Civil Penalty; NOV; Consent Agreement;
Tier 4	\$1,500.00 to \$3,000.00 Civil Penalty; NOV; Consent Order or Administrative Order
Tier 5	\$3,000.00 to \$10,000.00 Civil Penalty; NOV; Administrative Order; Public Notice
Tier 6	\$10,000.00 to \$25,000.00 Civil Penalty; NOV; Show Cause Order; Public Notice; Possible Termination of Services
Tier 7	\$10,000.00 to \$25,000.00 Civil Penalty; NOV; Show Cause Order; Public Notice; Termination of Services
SSO	In addition, to the civil penalties stated above the District may recover any operational cost associated with the removal and cleanup of an SSO. If any penalties or fines are assessed against the District by the State of North Carolina or EPA as a result of a SSO, the penalties or fines may be passed along to the perpetrator.

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Roll Out and Communication Plan

- New FOG Coordinator position was created and filled in April of 2026. This position was created by taking an existing position and redefining the job duties.
- In the process of purchasing needed tools and test equipment as well as repurposing a vehicle dedicated to the FOG Coordinator.
- Work with Wastewater Collection System ORC to identify low hanging fruit by concentrating on specific basins of concern first.
- Developed a “customer” questionnaire to help us understand current level of FOG compliance with individual businesses and prioritize these concerns. The questionnaire will serve as a heads up that inspections are coming.

What does the updated FOG Program implementation and enforcement look like in action??

Update UDO

Update Code of Ordinances

Updated Fee Schedule, already in place

More robust communication plan consisting of mailing FOG brochures twice a year

Distribution of FOG Questionnaires to current “customers”

Based on priority finding develop and inspection schedule and begin inspections within 6 months but postponing full utilization of the Fee Schedule for 1 year.

Work with “customers” to reduce or eliminate their FOG contribution to the collection system by ensuring systems are both installed and maintained.

Nurture relationship with Transylvania County Department of Health as they are responsible for restaurant inspections and may find issues we can help address.

Develop a list resources related to grease trap installation, maintenance and repair and coordinate distribution with the County Building Inspection and Health Department

Possible Outcomes

- Reduction of Sanitary Sewer Overflows (SSOs aka DEQ Findings) due to blockage, backups and overflows of the wastewater collection system.
- Reduction of BOD and TSS at the WWTP
- Reduction of odor from reduction of FOG which produces hydrogen sulfide aka....smells bad...
- Labor cost savings to the City due to fewer blockages in the collection system and problems at the lift stations
- Fewer Health Department inspection violations....possibly resulting in cleaner restaurants
- Possible costs to business owners for revitalizing, cleaning, maintaining or installing FOG collection systems

Next Steps

- PWUI Committee recommends City Council adopt the proposed UDO and Code of Ordinance Changes
- City Council to adopt UDO and Code of Ordinance revisions of suggested revisions to the plan
- Begin implementation of the new “Enforceable FOG Program

At 6:23 p.m. Ms. Holder moved, seconded by Mr. Baker to open the public hearing. The motion carried unanimously.

Public Participation:

Ken Hynes had signed up to speak but said he was just hoping to ask some questions and get a little bit more information on the extent of this program; what it means for business owners in town; how the City is going to handle the fats, oils and grease reduction program; and what the upfront cost will be for business owners.

At 6:24 p.m. Ms. Holder moved, seconded by Mr. Baker to close the public hearing. The motion carried unanimously.

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

K-1. Tax Settlement Report

K-2. Ordinance Declaring Road Closure for Brevard Plein Air Festival and HalloweenFest

**ORDINANCE NO. 2026-37
AN ORDINANCE DECLARING MULTIPLE
ROAD CLOSURES FOR SPECIAL EVENTS**

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

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

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

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

SECTION 1. Pursuant to authority granted by G.S. 20-169, the City of Brevard hereby declares the following temporary road closure during the day and time set forth below on the following described portion of a State Highway System route:

Plein Air Festival

Date: Saturday, September 19, 2026

Time: 6:00 AM – 7:00 PM

Route Description: Main Street (U.S. 276) from Broad Street to Caldwell Street.

SECTION 2. Pursuant to authority granted by G.S. 20-169, the City of Brevard hereby declares the following temporary road closure during the day and time set forth below on the following described portion of a State Highway System route:

Halloweenfest

Date: Saturday, October 24, 2026

Time: 6:00 AM – 7:00 PM

Route Description: Main Street (U.S. 276) from Caldwell Street to Johnson Street
Broad Street (U.S. 64) from Morgan Street to Probart Street

SECTION 3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted and approved this the 17th day of August 2026.

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

s/ Maureen Copelof, Mayor

K-3. Reaffirming Resolution – City of Brevard Official Depositories**RESOLUTION NO. 2026-42****RESOLUTION REAFFIRMING DESIGNATION OF OFFICIAL FINANCIAL DEPOSITORIES**

WHEREAS, the City of Brevard has previously opened and maintained accounts, deposited funds, and conducted financial transactions with certain financial institutions; and

WHEREAS, the Brevard City Council periodically reviews its banking relationships to ensure public funds are deposited in a secure, efficient, and effective manner; and

WHEREAS, each currently utilized institution maintains a physical branch presence in North Carolina, remains qualified as an official depository, and properly secures public deposits via the dedicated method or the statewide collateral pooling method overseen by the North Carolina Department of State Treasurer; and

WHEREAS, the Brevard City Council has reviewed the list of current and prior financial institutions utilized by the City's officers and finance department.

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

Section 1. The following financial institutions are hereby designated and confirmed as official depositories of the City of Brevard:

- North Carolina Capital Management Trust (NCCMT)
- First Citizens Bank
- United Community Bank

Section 2. The Finance Officer is authorized to continue maintaining, depositing, and withdrawing the City of Brevard's funds in said official depositories and is further authorized to manage idle cash balances across these official depositories in compliance with North Carolina Local Government Commission rules.

Section 3. Each designated depository shall continue to comply with all applicable state laws and regulations regarding the safekeeping and proper collateralization of public-sector deposits.

Adopted and approved this the 17th day August, 2026.

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

s/ Maureen Copelof, Mayor

K-4. Downtown Master Plan Committee Meeting Minutes – June 10, 2026**K-5. Public Works and Utilities Committee Meeting Minutes – July 1, 2026****K-6. Housing Committee Meeting Minutes – July 14, 2026****L. Unfinished Business – None.****M. New Business**

M-1. Consider Updates to Brevard-Davidson River Presbyterian Church Lease Amendment for LMI Housing – Mr. Hooper noted that the Housing Committee discussed this at their meeting last week and referred it to Council for further discussion. However, there is one small change in the strategy proposed this evening from the strategy that was discussed at the Housing Committee. He explained that there has been a development in this matter that requires reconsideration of the lease. The City was contacted by a developer from Greenway Residential Development LLC, who is interested in developing a low-to-moderate income (LMI) multi-family project on the church site. They are aware of the geotechnical study that was performed two years ago and its findings on the quality of the soil there. Alongside an appointed subcommittee of the church's governing body (e.g. the Session), City staff met with the development team earlier this summer, and they shared that they were confident they could develop the property. Staff and the Session subcommittee are not yet convinced of the feasibility of Greenway's plans and want to do some due diligence, which will require some updates to the lease agreement in order to adequately vet this group. The proposed changes are as follows:

1. Amend dates. As written the agreement requires the City to have entered into a Development Agreement with a qualified development partner by June 13, 2027. Staff are requesting authorization to agree to an extension of three years, changing the expiration date to June 30, 2030.
2. Authorize the use of a non-competitive selection process to select the qualified development partner. Though the contract contains a provision that allows the City to use a non-competitive process, staff seek Council approval since this was not the original expectation. Under any method of development partner selection, DFI would ensure that suitor's proposal are subject to the same level of scrutiny as they would have been in a competitive process.

The one change to the strategy is that the Housing Committee discussed moving directly into the third-party review for Greenway. The plan at the time was to hire DFI to do the review, however, since the City's contract with DFI is now focused on Azalea Avenue a third-party review for the church property would be outside the scope and their contract would have to be amended to include additional funds to pay for this additional service, estimated to be between \$10,000 and \$15,000. He recommended that before paying for third-party review that we do a little bit of diligence beforehand and ask DFI to scrutinize Greenway's plan, their past-projects, and their financials and give us an opinion of whether this project should move forward into the third-party review stage. Mr. Hooper said he did not have an exact timeline for this assessment but estimated it would be a month or so. If it does move to the third-party review, a lease extension would certainly be needed as that review would take six to nine months, and then several additional months to hold public input meetings, define public interest for the site, and negotiate the details of a development agreement with Greenway.

Mr. Hooper asked Council to authorize him to sign a lease amendment to extend the lease term from June 2027 to June 30, 2030 and for authorization to move forward without a competitive solicitation process if Greenway is determined to be fit to move forward with.

Mayor Copelof opened it up for Council questions and comments before asking for a motion. During discussion Council acknowledged and appreciated the public comments and concerns but given the need for housing, Council felt that it was important to explore the options for this property.

Following questions and comments Mr. Baker moved, seconded by Mr. Daniel to authorize the City Manager to sign and execute a lease extension to June 2030. The motion carried unanimously.

Mr. Daniel moved, seconded by Mr. Wise to authorize the City Manager to go forward with a non-competitive process. During discussion, there was clarification that this authorization was to go ahead with the first-level assessment by DFI and that if it is determined that it should move forward to the third-party review stage, the Manager would come back to Council for authorization before proceeding with that third-party review. Ms. Holder expressed concern that there is no competition and said she was not sure she was ready for a non-competitive process and that with the compassion of church to donate the land, we need to be good stewards of the process. Vote on the motion was 4 in favor and 1 opposed (Holder). The motion carried.

~~ At 7:17 p.m. Mayor Copelof called for a 5-minute break. ~~
~~ The meeting was reconvened at 7:25 p.m.~~

M-2. Proposed Remote Participation Policy for Appointed Boards and Committees – Ms. Hodsdon reviewed the proposed policy which would allow remote participation for members of appointed boards and committees, but not for City

Council. The proposed policy strongly encourages in-person attendance but authorizes certain circumstances under which remote participation would be allowed. Members participating remotely would be required to give 24-hour advance notice to the committee chair and secretary. For the Planning Board and Board of Adjustment, the vote of a member participating remotely shall not be effective as a deciding vote. Remote participation shall not include voting on quasi-judicial applications, nor shall quasi-judicial hearings be held without a quorum of members present in person, except during a declared state of emergency. The policy requires a roll call vote when any member(s) participates remotely and addresses how the chair may handle remote participation when contact with the remote participant is lost due to technical difficulties. It also limits the number of times a member may participate remotely in regularly scheduled meetings in a rolling 12-month period. It does not limit the number of members who may participate remotely in a given meeting, provided that either the chair or vice-chair is physically present.

Mr. Lytle moved, seconded by Ms. Holder to approve the Remote Participation Policy. The motion carried unanimously.

**RESOLUTION NO. 2026-43
A RESOLUTION ADOPTING A POLICY FOR REMOTE PARTICIPATION
IN OFFICIAL MEETINGS OF APPOINTED BOARDS AND COMMITTEES**

WHEREAS, in order to promote full participation of advisory board and committee members while ensuring access and transparency for the public as required by the North Carolina Open Meetings Law, the Brevard City Council wishes to establish a policy authorizing remote participation for appointed boards and committees outside of a declared state of emergency; and

WHEREAS, Staff has drafted a Policy for Remote Participation in Official Meetings of Appointed Boards and Committees establishing rules and procedures for remote participation; and

WHEREAS, the City Council Finance, Human Resources and Citizen Appointment Committee has reviewed the draft Policy for Remote Participation in Official Meetings of Appointed Boards and Committees and recommends approval.

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

Section 1. The attached City of Brevard Policy for Remote Participation in Official Meetings of Appointed Boards and Committees is hereby adopted.

Section 2. This resolution shall become effective upon its adoption and approval.

Adopted and approved this the 17th day of August 2026.

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

s/ Maureen Copelof, Mayor

M-3. Renaming of the “Downtown Master Plan Committee” to the “Downtown Master Plan Implementation and Downtown Advisory Committee” – Downtown Master Plan Committee Chair Gary Daniel explained that this is a clarification of the intent and purpose of this committee. The Downtown Master Plan has been finalized, and the committee’s focus is now on implementation of the plan. The committee also advises on matters concerning Downtown Brevard. This change to the title is to clarify that the Downtown Master Plan is in place, the implementation needs to move forward and this committee will be working on that, as well as advising on downtown issues as they arise.

Mr. Wise moved, seconded by Mr. Daniel to approve the resolution renaming the Downtown Master Plan Committee. The motion carried unanimously.

**RESOLUTION NO. 2026-44
RESOLUTION RENAMING THE DOWNTOWN MASTER PLAN COMMITTEE
AS THE DOWNTOWN MASTER PLAN IMPLEMENTATION AND
DOWNTOWN ADVISORY COMMITTEE**

WHEREAS, in April 2015 the Brevard City Council created the Downtown Master Plan Committee to operate as a policy review and discussion arm of the Council, allowing it to explore policy

implications and policy development while serving in an advisory capacity; and

WHEREAS, the Committee has continuously overseen the development of the Downtown Master Plan and its prior iterations, and also advises on matters concerning Downtown Brevard; and

WHEREAS, the Committee met on August 12, 2026 and discussed that the Committee's focus, now that the Downtown Master Plan is finalized, should be on action and implementation of the plan; and

WHEREAS, the Committee agreed that the Downtown Master Plan is not their only focus, and they advise on matters that affect downtown but are not in direct relation to the Master Plan; and

WHEREAS, the Committee agreed that changing the name of the Committee would help direct their efforts toward implementation and better reflect the range of issues that the Committee advises on.

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

Section 1. The Brevard City Council hereby changes the name of the "Downtown Master Plan Committee" to the "Downtown Master Plan Implementation and Downtown Advisory Committee" effective immediately.

Adopted and approved this the 17th day of August, 2026.

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

s/ Maureen Copelof, Mayor

N. Remarks/Future Agenda Considerations.

Ms. Holder said I have made the most concerning remarks I had regarding the building of LMI housing. Having been that individual who was considered as maybe one who wouldn't take care of housing in the past, and I know I'm a responsible citizen, I know how that feels. I know how important it is for people who are responsible and want to work and build a life, especially as a single parent, it's important. We need to be open to giving people that opportunity and not to assume that crime rates are going to go up because they're there or because, as I have been told erroneously, that the property value will go down because they're not going to take care of the housing. None of that is true. People who work hard outside of the home work hard to take care of the property of their home. I think assumptions have been made that are unfair and sad. When I first moved here, and even during the interview process, I was told that Brevard is a retirement town and the first thing I thought was if everybody is here to retire, after retirement people go on to Heaven or wherever they believe they will go, but they are no longer here, so how does the city continue to evolve, how does it continue to exist? How will the next generation come here that is working and can't afford to come here. How can they keep our town going? Who will be the next city council if we say you're going to be a criminal and I don't want you in my neighborhood or my city. I think if we look at this a little more compassionately and give people an opportunity, I think we'll be pleasantly surprised and glad to have new neighbors who work hard and really want to make a life for themselves and their children.

Mr. Wise said we have been getting a lot of criticism from a number of housing developments, whether the City is involved directly or not, and when you boil it all down at the end of the day, it's people saying we all love housing, we just don't like it near us. Brevard is a living, breathing entity—it's alive and it's beautiful—and I cannot abide the thought of it being narrowed down in scope to just a certain kind of people are allowed to live here, a certain wealth is allowed to be here. Everyone is allowed to be in Brevard as far as I'm concerned and we need to do anything we can to help those people be here if they want to be here. We live in a beautiful town, and we need people who work across all walks of lives. We all value everyone who is here. I hope people in the future can take a step back and think about who they're talking about—they're talking about their neighbors, people they walk past on the street, people like you and me, who just want to make a living and be safe and live in a safe house. That's all it is; it's not scary.

Mr. Baker said multiple studies over the last couple of years on housing in Transylvania County and Brevard have put our vacancy rate for rental housing at 0% and just think about what that means. There is not a rental available. Think about being

a college student. I was a college student and my junior or senior year I wanted to live off campus so I rented three different houses and then I rented an apartment, and down the road I was able to purchase a house, but none of that can happen for kids in that same situation today. Think about being in a relationship that ends and you need another house, and not being to find a place to rent in the city that you live. Think about being a young adult who is still living with their parents at 26, 27, or 28—maybe they've got a service job or they work in the trades—and they've got a job but they would like to live on their own and they are just unable to do that in our city. Think about how that just stunts the growth of not just our city, but these people and how those people are probably moving away. A lot of it is our young people; it's the people who are trying to build a life here, and I think about that all the time because I had opportunities here after college. I was able to build a life here, and how many young adults in that same situation are just not able to do the same thing. To me that is not acceptable as a city; it's a huge part of why I'm sitting up here, is that I want to make sure that's not the kind of place that Brevard is, that we're shutting the door on a whole segment of people who would love to live in Brevard. And, it's people who are already here—they are college kids or people that grew up here and would like to stay here. On the license plate cameras, I just want to say publicly that the City does not currently have any license plate reader cameras. There are some in the county; some of them are operated by a private business and some of them are operated by the Sheriff's Dept. If you have concerns about current license plate readers I hope you'll direct those to the folks that currently have them. This has been discussed at the committee level. We are going to be having some public input sessions on it coming up, so please come and attend those if you want to learn more and want to express your opinion on those cameras within the City of Brevard. I know there has been some coverage about our letter we sent to the County about the courthouse. Several constituents have reached out to me thanking the City for that proactive approach and I hope that we can find a partner on the other side who can work with us on just looking at the potential of that building. If you look at the history and the events that take place there throughout the year, some of my favorite times of the year in Brevard take place at the courthouse and it just wouldn't be the same if that were a private business. I believe it belongs to the public and we are a great option to keep that in the public sphere.

Mr. Daniel thanked Deputy Chief Bonanno and Mr. McKeller for handling the situation we had earlier in our meeting. He said the compassion that was shown to that individual I think should hopefully assuage some of the concerns that folks have had about the recent ordinances that we adopted to deal with disruptive behavior. It made me sad, but I was happy to see how our city representatives dealt with that situation.

Mr. Hooper reported mixed news regarding the creation of housing in our community—good and bad news coming out of the North Carolina Housing Financing Agency. The bad news was that our application for LIHTC credits for our Azalea Ave. property did not go through, so we will spend the next year improving that site by adding utilities and other improvements to hopefully make that project more competitive for LIHTC next year. The good news is that the Woda Cooper application for 84 units on Morris Rd. called Cascade Ridge was accepted. He recalled that back in March Council passed a bond inducement resolution for that project. That project will move forward and it will have our name on it, but it will be managed and developed and administered by a third-party group. It's a win for us whether we were behind it or not because it means 84 LMI units in the City of Brevard. He said another thing I learned last week from the North Carolina Housing Financing Agency is that they are willing to hear feedback and consider changes to the Qualifying Action Plan (QAP) formula year-to-year. This is the formula they use to rank the projects and divide up the money. I have the contact information for the person we can call next year with suggestions about how to tweak the formula to hopefully make us more competitive in the next round. He mentioned that the automated license plate reader (ALPR) Town Hall will be held on September 1st at 6:00pm at MCJCCC. We will start our outreach tomorrow which will include a link to a website we are about to launch that has information about our particular proposal with Axon, including the benefits of the cameras, certain protections for the data, our internal policy for how police officers are to use that

technology appropriately, and other information that will be helpful for the general public.

Mayor Copelof thanked Staff for a lot of really hard and really great work on lots of different topics tonight. She said one of the things that is obvious when you look at Brevard in terms of housing is that we have so many projects. What we have realized is that this crisis doesn't have a single solution and it will be solved by looking at different options in different places and working creatively in a collaborative environment with a lot of our partners. The four counties in the Land of Sky area hold quarterly meetings consisting of all of the mayors, county commissioner chairs and the managers and the last two quarterly meetings have focused on affordable housing across the region and what everybody is working on. I can say that Brevard is right up there and leading the way with policy changes, with creative financing, and taking the initiative with making these things go forward. I am looking forward to when we have Fairhaven Meadows open later this year and those 42 units get filled. It's great news about Cascade Ridge and the LIHTC funding that is going forward there. Our housing partner Habitat building housing—yes, we've gotten a lot of comments on some of that housing; it changes the nature of what was once just a green space, but what it changes it for is it will be nine families that have a safe place to live right by our trail and the center of the city that they will be able to have a good quality of life. Staff, elected bodies, and all of our collaborative partners should be so proud that compared to four years ago we have made so much progress with real projects that are actually increasing the housing stock here. Thank you to everybody who worked so hard on all of this. She noted that Brevard hosted the Main Street Managers Conference with 100 Main Street managers from across the state and said our town impressed them. They were here during our National Night Out and I want to thank all of our first responders. It was a great family event. She mentioned that the next Meet the Mayor is tomorrow evening, and that we are working on starting a program of holding town hall informational and input sessions around the city and the next one will be in the Pisgah Forest area sometime in October.

O. Closed Sessions

O-1. Economic Development: NCGS 143-318.11(a)(4) – At 7:56 p.m. Mr. Baker moved, seconded by Ms. Holder to go into closed session to discuss an economic development matter, and to clear Council Chambers. The motion carried unanimously. City Manager Wilson Hooper and City Clerk Denise Hodsdon were authorized to remain for the closed session with Council and the City Attorney.

Council Returned to Regular Session – at 9:01 p.m. Council resumed the meeting in regular session. No official action was taken in closed session, and the minutes of the closed session are authorized to be sealed.

P. Adjourn – There being no further business, at 9:01 p.m. Ms. Holder moved, seconded by Mr. Baker, to adjourn the meeting. The motion carried unanimously.

Maureen Copelof
Mayor

Denise Hodsdon, CMC
City Clerk

Minutes Approved: September 8, 2026

CITY OF BREVARD, NORTH CAROLINA

Proclamation

NO. 2026-21

30TH ANNIVERSARY OF RISE & SHINE

WHEREAS, in response to public Ku, Klux, Klan (or KKK) rallies held in Brevard in 1988 and again in 1992, an interracial group gathered by social activist Fay Walker, began to meet monthly for dialogue around dismantling racism, racial justice and reconciliation; and

WHEREAS, after this coalition called "Friends" hosted a series of talks entitled, "Racism: Everybody's Problem" at Bethel "A" Baptist Church, its pastor, Frederick Gordon suggested steps be taken to help underserved children and families, beginning with the youngest; and

WHEREAS, Pastor Gordon and Fay Walker worked together diligently in collaboration with parents and community members to design an after school program built around individual attention and the encouragement of children and their families with its signature to be daily one-on-one tutoring; and

WHEREAS, the founders recruited teams of volunteer tutors and mentors from local churches and community-based organizations, and inaugurated The Rise & Shine After School Program in October of 1996, with a handful of students, called Scholars, in attendance; and

WHEREAS, in the following 30 years the program has been nurtured by countless devoted community volunteers and institutions and supported by local businesses and individuals to serve a capacity of 50 Scholars each year; and

WHEREAS, the legacy of enriching children, empowering parents, encouraging community and building the beloved community of racial justice and reconciliation has become the hallmark of Rise & Shine.

NOW, THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard, hereby honor the 30th Anniversary of Rise & Shine and ask our citizens to extend their appreciation for the exemplary work Rise & Shine continues to do in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brevard, North Carolina, to be affixed this, the 8th day of September, 2026


Maureen Copelof
Mayor

ATTEST:


Denise Hodsdon, CMC, NCCMC
City Clerk

CITY OF BREVARD, NORTH CAROLINA

Proclamation

NO. 2026-22

CONSTITUTION WEEK

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

WHEREAS, September 17, 2026, marks the two 239th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Brevard to be affixed this 8th day of September, 2026.

ATTEST:


Denise Hodsdon, CMC, NCCMC
City Clerk


Maureen Copelof
Mayor

STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Proposed Amendment to the City of Brevard Traffic Schedule to Add Stop Sign on Thomas St. at the Intersection with W. Main St.

Speaker: David Todd, Assistant City Manager

Prepared by: David Todd, Assistant City Manager

Approved by: Wilson Hooper, City Manager

Background/Discussion

The City's "Traffic Calming Work Team" (TCWT) is made up of city staff, a representative from the Land of Sky Rural Planning Organization (RPO), and the city's contracted professional traffic engineer. They meet monthly to investigate the conditions of the city's road network and evaluate possible safety updates. Their work is informed by traffic volume and speed data, the *Manual of Uniform Traffic Calming Devices* (MUTCD), and the professional traffic engineer's recommendations.

At the request of a West Main St. resident, the TCWT investigated conditions along the residential portions of West Main. The team collected volume and speed data for several points west of Galloway St. and analyzed physical conditions in the vicinity. Speed and volume data indicate that the area may be eligible for physical traffic calming, but the topography and physical conditions of the area take certain options off the table.

So while the traffic calming question remains unresolved, the TCWT's field observation did identify certain safety enhancements that could be made right away. These include significant pruning of foliage encroaching into the right-of-way and obstructing sight lines, and the installation of a stop sign on Thomas St. at its junction with West Main where a yield sign currently stands. City staff have begun the former, but need approval from Council to updated the city's Traffic Schedule and install the latter.

Thomas St. connects with West Main St. at an oblique angle. With a yield rather than a stop sign, this creates a condition where drivers exiting Thomas onto Main may not exercise sufficient caution, creating potentially dangerous conflicts with traffic traveling down Main St's steep hills.

Fiscal Impact

Minimal fiscal impact. The cost will be limited to the purchase of a stop sign. The painted stop bar will be installed using in-house resources.

Action

For information and public hearing only. Though Council's typical practice is to delay action on public hearing items until its next public meeting, staff do not object if Council

takes action this evening.

Attachments:

1. Thomas St. images





STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Resolution in Support of the Roadless Area Conservation Rule

Speaker: Maureen Copelof, Mayor

Prepared by: Shawnee Cummings, Assistant to the City Manager

Approved by: Wilson Hooper, City Manager

Background

The federal Roadless Area Conservation Rule ("Roadless Rule"), enacted by the U.S. Department of Agriculture in 2001, has protected nearly 45 million acres of America's wildest public lands from road building and development. Over 150,000 acres of the Nantahala-Pisgah National Forest's 1+ million acres have been designated roadless areas, with several thousand acres falling within Transylvania County. The U.S. Department of Agriculture has proposed rescinding the Roadless Rule, potentially affecting over a hundred thousand acres of designated roadless areas in North Carolina.

Discussion

Mayor Copelof has asked City Council to consider approval of the attached resolution, proffered by MountainTrue, that emphasizes the importance of roadless areas in Western North Carolina. The resolution emphasizes the invaluable benefits that roadless areas provide to the region, including clean drinking water resources, wildlife protection, outdoor recreation, and economic activity stemming from recreation and tourism; the impacts that roadless areas have on jobs, recreation, wildlife, and prevention of wildfires; and commends the U.S. Forest Service's responsible and efficient management of roadless areas.

Action

Council is asked to consider the attached resolution in support of the Roadless Rule and recognizing its importance to Western North Carolina, commending the Forest Service for its management of roadless areas in North Carolina, and celebrating the rule's 25th anniversary.

Attachments:

1. Res_2026-XX_Roadless Area Conservation Rule

RESOLUTION NO. 2026-XX

A RESOLUTION RECOGNIZING THE 25TH ANNIVERSARY OF THE ROADLESS AREA AND URGING THE UNITED STATES FOREST SERVICE TO RETAIN THE ROADLESS RULE IN PLACE

WHEREAS, since 2001, the federal Roadless Area Conservation Rule (“Roadless Rule”), promulgated by the U.S. Department of Agriculture, has protected nearly 45 million acres of America’s wildest public lands from road building and development; and

WHEREAS, the Roadless Rule is one of America’s most important bipartisan conservation achievements and the result of record-breaking public support; and

WHEREAS, over 152,000 acres of the Nantahala-Pisgah National Forest’s 1 million+ acres, including 7,100 acres in Transylvania County, have been designated as roadless areas; and

WHEREAS, Western North Carolina’s roadless areas provide irreplaceable benefits, including clean drinking water to local and downstream communities, crystal clear trout streams, support for local economies that depend on outdoor recreation and tourism dollars, iconic hiking trails, and habitat for wildlife; and

WHEREAS, North Carolina’s roadless areas contain headwaters for several important watersheds, contributing to the drinking water for over 2 million North Carolinians; and

WHEREAS, it is estimated that more than \$2.5 billion dollars in revenue is generated by recreational activities that depend on North Carolina’s roadless areas, supporting nearly 13,000 jobs; and

WHEREAS, in Western North Carolina, in particular, the Nantahala-Pisgah’s notable climbing routes, whitewater paddling runs, and mountain bike trails bring an estimated \$83.3 million in visitor spending and \$31.7 million in resident spending to the region every year, supporting an estimated 1,018 full-time jobs, including dozens of local camps, outfitters, and businesses; and

WHEREAS, North Carolina’s roadless areas are a haven for wildlife such as black bear, deer, wild turkey, grouse, and hundreds of bird species, as well as 25 endangered and threatened species and several sensitive species such as the eastern hellbender and the brook trout; and

WHEREAS, U.S. Forest Service data show that most wildfires start within 50 yards of a road, and the Roadless Rule thus provides a critical safeguard against wildfire; and

WHEREAS, the Roadless Rule allows road construction and reconstruction in roadless areas when needed to protect public health and safety in cases of an imminent threat of flood, fire, or other catastrophic event; and

WHEREAS, the Roadless Rule allows the U.S. Forest Service to reduce wildfire fuel hazards through restoration projects in roadless areas; and

WHEREAS, the U.S. Forest Service has managed roadless areas in the Nantahala-Pisgah National Forest responsibly and efficiently, to the benefit of all North Carolinians, and especially citizens of Brevard; and

WHEREAS, the U.S. Forest Service now proposes to rescind the Roadless Rule, placing 143,972 acres of roadless areas in North Carolina at risk.

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

Section 1. The Brevard City Council recognizes and celebrates the 25th anniversary of the Roadless Area Conservation Rule and acknowledges the importance of the rule’s continued application in Western North Carolina.

Section 2. The Brevard City Council commends the U.S. Forest Service for its effective management of roadless areas in North Carolina pursuant to the Roadless Rule.

Section 3. The City Clerk is directed to make appropriate copies of this resolution available for distribution to the U.S. Forest Service, the public, and the press.

Approved and adopted this 8th day of September, 2026.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Capital Project Amendment - Hillview//Mills Ave Culvert Repair - \$350,000

Speaker: Dean Luebbe

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

Approved by: Wilson Hooper, City Manager

Background

The Hillview/Mills Avenue Culvert Repair Capital Project requires an amendment of \$350,000. Two change orders have recently been approved for nearly \$255,000 and City staff is budgeting additional funds to account for future potential complications on the Project.

Fiscal Impact

The City has been in contact with our FEMA representative, and we continue to have confidence that this entire project will be covered by FEMA.

Attachments:

1. CPO Amendment - \$350,000 Mills Ave Culvert
2. Hyatt Pipeline Hillview Culvert CO1 Fully Executed 8-18-2026
3. Hyatt Pipeline Hillview Culvert CO2 Fully Executed 8-18-2026
4. Mills Ave Culvert Repair financial summary at 8-19-26
5. Ord 2025-22 Capital Project Ordinance to Establish Hillview Culvert Replacement Capital Project

ORDINANCE NO. 2026-XX

CAPITAL PROJECT ORDINANCE TO AMEND ORDINANCE
NO. 2025-22 MILLS AVENUE CULVERT REPAIR

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

Section 1: The budgeted expenditures and revenues listed under the ordinance 2025-22 will be increased by \$350,000. As work has progressed on the project, two changes in scope have arisen involving active waterlines.

Change Order 1: the addition of a 6” valve on an active waterline that had to be relocated as part of the originally identified scope of work. Without adding this valve, it would have been necessary to turn water off to a significant number of households for up to 2 days. The city also did not have confidence that the existing old valves would hold to allow for completion of the work. This work will be an additional \$20,519.20.

Change Order 2: the relocation of a 14” waterline that was indicated on the drawings and believed by the City to be in a different location than discovered. The city believed the 14” waterline would not conflict with installation of the new larger culvert. The actual location of the 14” waterline does create a direct conflict with the new larger culvert. Again, insertion valves are planned to be added, as it would be necessary to turn water off to an even greater significant number of households for up to 2 weeks. The city also does not have confidence that the existing old valves will hold to allow for completion of the work. This work will be an additional \$234,319.60.

Section 2: In total, these change orders bring the expected expenditures on the project to a total of \$1,462,199.56. The current project budget is \$1,300,000. Due to project urgency, the City Manager used the authority under purchasing policy 2.10.C to approve the budget exceeding change orders.

Additionally, Assistant City Manager David Todd requests increasing the project amendment to \$350,000 to account for potential complication that may arise.

The City has been in contact with our local FEMA representative and continues to have confidence that this entire project will be covered by FEMA.

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

Account Number	Account Name	Budget Amount
31-8540-5200	Mills Ave Culvert Repaid	\$1,300,000
31-8540-5200	Mills Ave Culvert Repair	\$350,000

TOTAL PROJECT APPROPRIATION	\$1,650,000
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Section 4: The following revenues are anticipated to be available for project expenses:

Account Number	Account Name	Budget Amount
31-3760-0250	FEMA Reimbursement	\$1,300,000
31-3760-0250	FEMA Reimbursement	\$350,000

TOTAL PROJECT REVENUE**\$1,650,000**

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

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

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

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

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

ADOPTED by the City Council of the City of Brevard, North Carolina, on this 8th day of September 2026.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon
City Clerk

APPROVED AS TO FORM:

Mack McKeller
City Attorney

CHANGE ORDER NO.: 1

Owner:	City of Brevard	Owner's Project No.:	
Engineer:	WSP USA INC.	Engineer's Project No.:	US0045457.7149
Contractor:	Hyatt Pipeline LLC	Contractor's Project No.:	
Project:	Hillview Culvert Replacement		
Contract Name:	Hillview Culvert Replacement		
Date Issued:	7/16/2026	Effective Date of Change Order:	7/16/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Install 6" insertion valve on existing 6" watermain in Cashiers Valley Road

Attachments:

Contractor's proposal CO#1 dated 7/16/2026

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 1,018,748.00		Substantial Completion: August 17, 2026	
		Ready for final payment: August 31, 2026	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ NA		Substantial Completion: No change	
		Ready for final payment: No change	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,018,748.00		Substantial Completion: No change	
		Ready for final payment: No change	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 20,519.20		Substantial Completion: No change	
		Ready for final payment: No change	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,039,267.20		Substantial Completion: No change	
		Ready for final payment: No change	

Recommended by Engineer (if required)		Accepted by Contractor	
By:	Tony Hauser, PLA, PE 		
Title:	Civil Engineer w/ WSP USA INC.		
Date:	7/16/2026		
	Authorized by Owner		Approved by Funding Agency (if applicable)
By:			
Title:			

To City Of Brevard
Attn David Todd
Job Name Hillview Street Culvert
Plans Dated Proposed CO#1
Date Quoted 7/16/2026



Quantity	Water Items	Unit	Unit Price	Total
1	6" Insertion Valve incl. Excavation / Backfill / Patching, etc.	EA	\$ 20,519.20	\$ 20,519.20
			\$ -	\$ -
			Section Total	\$ 20,519.20

Total **\$ 20,519.20**

Excluded From Proposal:

Rock Excavation

Purpose of Proposed Change Order:

Install 6" insertion valve to allow water line to be isolated for culvert installation
 Currently city water flows in two direction and cannot be cut in excavation area.

Accepted By: _____

Name: _____

Company: _____

Date: _____

CHANGE ORDER NO.: 2

Owner: City of Brevard
 Engineer: WSP USA INC.
 Contractor: Hyatt Pipeline LLC
 Project: Hillview Culvert Replacement
 Contract Name: Hillview Culvert Replacement
 Date Issued: 8/12/2026
 Owner's Project No.:
 Engineer's Project No.: US0045457.7149
 Contractor's Project No.:
 Effective Date of Change Order: 8/12/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Lowering of 14" water main discovered during construction and installation of two 14" insertion valves to allow for isolation of the area that will be lowered.

Attachments:

Contractor's proposal CO#2 dated 8/11/2026

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,018,748.00		Substantial Completion: August 17, 2026	
		Ready for final payment: August 31, 2026	
Increase from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 20,519.20		Substantial Completion: No change	
		Ready for final payment: No change	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,039,267.20		Substantial Completion: August 17, 2026	
		Ready for final payment: August 31, 2026	
Increase this Change Order:		Increase this Change Order:	
\$ 234,319.60		Substantial Completion: September 29, 2026	
		Ready for final payment: October 13, 2026	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,273,586.80		Substantial Completion: September 29, 2026	
		Ready for final payment: October 13, 2026	

Recommended by Engineer (if required)

By: Tony Hauser, PLA, PE
 Title: Civil Engineer w/ WSP USA INC.
 Date: 8/12/2026

Authorized by Owner

By: _____
 Title: _____

Accepted by Contractor

Digitally signed by R.D. Childers III
 DN: C=US,
 E=dchilders@hyattpipeline.com,
 O="Hyatt Pipeline, LLC", CN=R.D.
 Childers III
 Date: 2026.08.13 08:19:48-04'00'

R.D. Childers III

Approved by Funding Agency (if applicable)

William Hooper 8/13/26
City Manager

City of Brevard Capital Project - Utility Capital Project Fund
Mills Ave Culvert Repair

Original Ordinance 2025-22 1,300,000 5/19/2025
Amendments

TOTAL 1,300,000

As of	8/19/2026	Budget	Prior Year (s)	Current Year FY27	Total prior year plus current year
Expenditures					
31-8540-5200	Mills Ave Culvert repair	1,300,000.00	179,334.08		179,334.08
Revenues					
31-3760-0250	FEMA Reimb	1,300,000.00	127,069.42	-	127,069.42
Total Revenues		1,300,000.00	127,069.42	-	127,069.42

Expenditure Detail	Contract Amount	Prior Year Expenses	Current Year Expenditure	Total prior plus current	Amount Remaining on Contract
7837 WSP	119,130.00	119,130.00		119,130.00	-
7953 WSP	5,085.00	5,085.00		5,085.00	-
Ryerson and Son		17,358.62		17,358.62	-
Other		1,959.14		1,959.14	
8034//8083 WSP	45,080.00	1,231.42		1,231.42	43,848.58
8035 Hyatt Pipeline	1,018,748.00	34,569.90		34,569.90	984,178.10
8106 Hyatt Pipeline	20,519.20				20,519.20
8107 Hyatt Pipeline	234,319.60				234,319.60
	1,442,881.80	179,334.08	-	179,334.08	1,282,865.48

ORDINANCE NO. 2025-22

CAPITAL PROJECT ORDINANCE TO ESTABLISH HILLVIEW STREET CULVERT
REPLACEMENT CAPITAL PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

Ordinance No. 2025-22
May 19, 2025

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



Maureen Copelof
Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon
Denise Hodsdon, CMC
City Clerk

APPROVED AS TO FORM:

Mack McKeller
Mack McKeller
City Attorney

CITY OF BREVARD, NORTH CAROLINA

Proclamation

NO. 2026-23
CHILDHOOD CANCER AWARENESS MONTH

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

WHEREAS, childhood cancer is the leading cause of death by disease in children with 1 in 264 children in the United States being diagnosed by their 20th birthday; and

WHEREAS, the average age of diagnosis is 8 years old, compared to 66 years for adults' cancer, and 1 out of 6 children with cancer in America do not survive five years; and

WHEREAS, 41 children per day or 15,550 children (age 0- 19) per year are diagnosed with cancer in the U.S. Approximately 73% of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with 42% being classified as severe to life-threatening; and

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

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

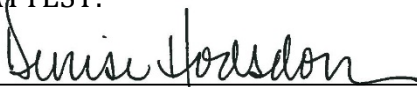
WHEREAS, recognizing the unique research needs of childhood cancer and the associated need for increased funding is critical to allow healthcare professionals to work diligently dedicating their expertise to treat and cure children with cancer; and

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

NOW, THEREFORE, I, Maureen Copelof, Mayor of the City of Brevard hereby proclaim the month of September 2026 as "**Childhood Cancer Awareness Month**" in the City of Brevard and I encourage citizens, government agencies, private businesses, nonprofit organizations, the media, and other interested groups to increase awareness of what citizens can do to support the fight against childhood cancer.

Proclaimed this the 8th day of September, 2026.

ATTEST:


Denise Hodsdon, CMC, NCCMC
City Clerk


Maureen Copelof
Mayor

MINUTES
Rosenwald Community Advisory Board

Thursday, May 21, 2026 – 6:00pm
Mary C. Jenkins Community Center

Members Present: Pamela Holder, Co-Chair, Council Member
Gary Daniel, Council Member
Edith Darity, MCJCC Board Member (via phone)
Karen Darity, MCJCC Board Appointment
Ella Jones, Citizen Member
Victor Foster, MCJCC Board Appointment
Morgan Monshaugen, Citizen Member
Mayor Maureen Copelof, Ex-Officio

Members Absent: Randy Lytle, Co-Chair, MCJCC Board Member

Staff Present: Wilson Hooper, City Manager
Shawnee Cummings, Assistant to the City Manager

Media: Jonathan Rich

A. Welcome & Call to Order

Board Co-Chair and Council Member Pamela Holder called the meeting to order at 5:59pm.

B. Certification of Quorum

Assistant to the City Manager, Shawnee Cummings, certified that a quorum was present.

C. Approval of Agenda

Mr. Foster moved, seconded by Ms. Jones to approve the agenda as presented. The motion carried unanimously.

D. Approval of Minutes – January 15, 2026 Meeting Minutes and March 19, 2026 Session Notes

Mr. Foster moved, seconded by Mr. Daniel to approve the minutes of the January 15, 2026 meeting as presented. The motion carried unanimously.

Mr. Daniel moved, seconded by Mr. Foster to approve the session notes of the March 19, 2026 meeting as presented. The motion carried unanimously.

E. Update on the Silversteen Picnic Shelter

Mayor Copelof stated that she, Ms. Holder, Mr. Lytle, and Mr. Ray met with the architect designing the picnic shelter and visited the site. The next step is to have the flood engineer run a flood model to see if the structure would affect the flow of water during a flood. If the flood engineer approves of the proposed design, the architect should be able to finish the designs rather quickly. Once design is complete, it will be brought to the Committee for approval. Mayor Copelof explained that we only have a \$45,000 donation for design, but once design is complete, we will have a cost estimate that will enable the City to apply for external funding. Mr. Hooper added that the flood calculations will account for the larger culvert being installed at Hillview Circle.

Ms. Holder asked if there is an update on Hillview Culvert. Mr. Hooper said the work should start in the next month. Council approved the low bidder, all documentation has been submitted to the State, and FEMA has agreed to reimburse the cost to the City. We are waiting on a Notice to Proceed from the other regulatory agencies involved and once received, the contractor should be able to mobilize relatively quickly. The work should be completed in about 3 months. Mr. Hooper added that he is not sure which side they will start on, but only one road, either Mills Ave. or Cashiers Valley Rd., will be closed at one time. Mayor Copelof said they will have additional information for the June 11th information session to be held at MCJCCC.

F. Juneteenth Preparations

Mayor Copelof said as part of the discussion of Juneteenth, she would like to discuss which part of Juneteenth she should invite the donor to. She expressed that she would like the donor, who gave \$45,000 for the Silversteen Picnic Shelter design, to attend so he can see the area being used. She needs to confirm he will be in town that weekend, but she is looking for input on what would be best. Mr. Foster said if the donor is not in town, they have a Juneteenth page on the MCJCCC website with photos from all 3 days of last year's celebration and a video from the videographer.

Ms. Karen Darity passed out a preliminary flier that detailed the schedule for Juneteenth weekend. Friday the 19th will have historical trolley tours, a seafood dinner, and a guest speaker at MCJCCC. The speaker, Dr. Dionne Hoskins-Brown, works with NOAA and is coming from Savannah, GA. Saturday the 20th will include historical trolley tours, live music, an African drum circle led by Adama Dembele, John R. Hayes High Steppin' Majorette & Drum Corp performances, a duck derby, food trucks, a slushie truck, bingo, games, and vendors. Sunday the 21st will include a joint worship service at MCJCCC, choir, and a dinner. Ms. Karen Darity stated that Saturday will be the biggest day to see the park in use, primarily from 12-6pm.

As it relates to the tents, Ms. Karen Darity said she talked with the tent company and they will pick up the tents on Saturday evening after activities have concluded for the day at 6pm. She said the basketball court will be free on Sunday for anyone to use. Mayor Copelof asked if we want the tent on the basketball court on Saturday.

Mr. Foster said it allows people to be closer to the music and would not require them to rent a stage. He added that two years ago, the tent was not on the basketball court and they received feedback that it was not as convenient, and the tables and chairs were less stable in the grass. Ms. Karen Darity also said there are small trees planted in the green space on the playground, so there is no other space for a tent.

Ms. Holder asked if kids will not be allowed to play on the court on Friday and Saturday due to the tent. Mr. Foster said last year, kids still played on the court under the tent. Ms. Holder asked if there is a possibility of injury. Mr. Foster said there is a risk of injury regardless of where the tent is placed. Ms. Holder asked who would be responsible in the case of an injury. Mr. Foster asked if she meant if kids are playing on the court after hours. Ms. Holder said yes. Mr. Foster said it is the same as if a kid got hurt on the court and there were no tents.

Ms. Holder said if they are renting the grounds for Friday, Saturday, and Sunday, then it really is not open to the public, and asked if that is correct. Committee members and Staff said that the park is not really being reserved, but Mr. Foster clarified by saying that the tent is being set up on Friday because that is the tent company's hours to put the tent in and so the tents are set up to be used on Saturday. Ms. Holder asked how much it costs to have the tent company pick up the tent early. Ms. Karen Darity said the fee for an early pickup was about \$200.

Mr. Hooper said the flier looks great and he's excited. Mr. Foster said they are trying to expand Juneteenth more each year and incorporate the feedback they receive.

Mr. Hooper asked who the speakers are on the historical trolley tours. Ms. Karen Darity said that Nicola Karesh will be narrating on the trolley. There will be 14 stops, including each Black church and Cooper's Cemetery. Ms. Holder asked if someone will need to be present at the church during the trolley tours. Mr. Foster said that is something they need to talk to the pastors about, but they are working on it because they want the history to be given accurately. Ms. Holder said maybe she will have a handout with historical facts for Bethel A Baptist Church.

Ms. Karen Darity said vendors will have a table and tent on the concrete path by the playground. They will only be accepting 20 vendors, and they currently have 12. Each vendor will have the space in front of and behind their table and they can set up whatever they like in that designated space. Ms. Holder asked if Rise and Shine will have a table. Ms. Karen Darity said they are not sure yet, as they currently do not need any more scholars but they do need more volunteers. Ms. Holder said Juneteenth would be a good place to get volunteers. Ms. Karen Darity said she needs to have another conversation with them now that the school year has ended.

Committee Comments

Mr. Hooper asked Mr. Monshaugen about Housing Assistance Corporation's (HAC) signs near the property in Rosenwald. Mr. Monshaugen said HAC has preliminary

plans and there are some revisions needed. He added that they will be breaking ground soon and it will include 11 single-family homes and a dozen town homes.

Mr. Hooper also asked Mr. Monshaugen about the Hazard Mitigation Grant Program (HMGP) and getting assistance from nonprofits. He said they talked about it at the FWRD Transylvania Committee meeting a couple weeks ago and after the meeting, a constituent called and said they have applied for HMGP to elevate their house. She said that the timeline has been pushed out several years and she has a case file with FWRD Transylvania, who has tried to connect her with nonprofits. She claims the nonprofits she has connected with have told her that she needs to get rejected by FEMA first before she can qualify for assistance from a nonprofit. Mr. Monshaugen said yes, but he would recommend that she apply to as many organizations as possible. He added that if she does get rejected or FEMA does not follow through, then she will be on the list and ready to be served by other organizations.

Ms. Karen Darity said Joyce and Mick, of FWRD Transylvania, will be at Juneteenth, will have a table set up, and will hold a meeting at MCJCCC to talk to people about the resources they provide. Mr. Monshaugen said there is a shortage of applicants for FWRD Transylvania and HAC, so anyone who needs assistance should apply.

G. Public Comment

No members of the public spoke during public comment.

H. Set Date for Next Meeting

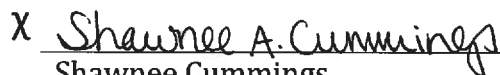
The Committee agreed to cancel the next meeting scheduled for Thursday, June 18, 2026 at 6:00pm. The next meeting was scheduled for Thursday, July 16, 2026 at 6:00pm at the Mary C. Jenkins Community Center.

I. Adjourn

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

Minutes Approved: August 20, 2026

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

X 
Shawnee Cummings
Assistant to the City Manager

MINUTES
City Council Parks, Trails & Recreation Committee

Wednesday, July 15, 2026, at 3:30 PM
City Hall Council Chambers

Members Present: Aaron Baker, Chair, Council Member
Lauren Wise, Vice Chair, Council Member
Jackson Tate, Citizen Member
Howie Granat, Citizen Member
Daniel Jessee, Citizen Member
Reba Osborne, Citizen Member (arrived at 3:33pm)
Maureen Copelof, Mayor, Ex-Officio

Members Absent: JD Powers, Citizen Member

Staff Present: Wilson Hooper, City Manager
David Todd, Assistant City Manager
Wesley Shook, Public Works Director
Becky McCann, Communications Coordinator
Shawnee Cummings, Assistant to the City Manager

Guests: Ron White (Friends of Franklin Park)

Media: Jonathan Rich

A. Welcome and Call to Order

Committee Chair Aaron Baker welcomed everyone and called the meeting to order at 3:30 PM.

B. Certification of Quorum

Assistant to the City Manager Shawnee Cummings certified that a quorum was present.

C. Approval of Agenda

Mr. Baker requested that we add Tannery North for updates on the smokestack and the trail, and MCJCCC bathrooms. Mr. Hooper also asked to add an update on pending litigation. Mr. Wise motioned to approve the agenda. Mr. Granat seconded, and the motion carried unanimously.

D. Approval of Minutes – June 17, 2026

Mr. Granat motioned, seconded by Mr. Wise to approve the minutes of the June 17, 2026 meeting. The motion carried unanimously.

E. Franklin Park Discussion

Mr. Hooper said there has been a lot of community feedback on the maintenance of Franklin Park and Staff have done some small repairs to address some of the issues. He thinks the Committee wants to talk about the bigger picture of the medium- and long-term future of Franklin Park and Staff can offer comments but are ultimately here to listen to the Committee. In the weeks to come, Staff will be refreshing the mulch on the playground, as it has been washed around by the rain, worn thin, and is uneven. Mr. Hooper explained that it is expensive due to the type of mulch and the amount required. Initial guesses were around \$30,000, but Staff received a quote for \$15,000. Mr. Wise asked how often we replace the mulch and Mr. Shook said every 3-4 years.

Mayor Copelof asked how often we inspect the playground for safety issues. Mr. Shook said Staff inspects the playgrounds every 2 weeks and are primarily looking for bees but they also look at the structure. Mayor Copelof asked how much life the playground has left, whether it is another year or another 5 years, and how much longer it will be functional. Mr. Todd said in his opinion, the playground is beyond end of life, but we can keep it working. He added that what you consider to be “functional” and “safe” can be ambiguous because today’s standards would not allow you to build a playground like that playground is built. It is safe in that if Staff identify safety issues and fix them, but it is not safe compared to standards for new playgrounds. He said there are nails and screws popping up constantly just due to the equipment being at the end of its life. Mr. Wise said he assumes all new playgrounds are pre-manufactured, but you cannot really build a playground anymore. Mr. Todd said he thinks you could build a playground, but it is expensive and hard to do safely, so most just order pre-manufactured pieces. Mayor Copelof said they chose several pieces from a booklet for Silversteen Park. She added that the only two options moving forward are to replace the playground equipment or close the park, because at a certain point it will be beyond the City’s ability to keep fixing the things that are breaking. Since there is no plan to replace it, she stated that we really need to come up with a plan and find out the cost so that we can look at grants and other funding sources in the next couple years. Mr. Wise said even though we are keeping the playground safe and working, people are very dissatisfied with the condition. He said it is not at the fault of Public Works, it is just in rough shape.

Mr. Hooper said he has no problem closing things when there are safety risks and referenced the Estatoe Trail boardwalks as an example. He does not think from a safety and risk perspective that the playground has crossed that line yet, but people are unhappy and asked if the Committee thinks it is worth closing now. Mr. Granat and Mayor Copelof said it is in constant use and there would be an uproar if we closed it.

Mr. Baker said he agrees with Mayor Copelof that we need to come up with a plan. He added that we had in-depth discussions about the Sports Complex parking lot and bathrooms during the budget process, but we have a lot of projects piling up and no idea how we are going to pay for them. Mr. Granat said we had a lengthy discussion about Franklin Park sometime in the last year and he suggested municipal bonds due to there being so many different projects. He added that these City amenities are valuable and people may be willing to pay for amenities they use or that are very visible, as they

contribute to the overall value of the community. If there is a replacement plan or a path forward, it might help calm some of the complaints from the community.

Mr. Hooper said the grants we typically look at for recreation projects, such as PARTF, all having matching requirements and even a match for a project this size would be several hundred thousand dollars. He stated that we will need to find another source to fill that gap, whether it is donations or money from a foundation. The Sports Complex is a little different in that it has some big donors who have been making improvements to the fields and infrastructure. Mr. Hooper said even if there is some City involvement and grant involvement, there will need to be private involvement in this project. Mayor Copelof said you cannot go to a donor without a plan and a cost estimate, and we do not even have any money in the budget to plan a new playground. Mr. Hooper said he believes Staff can put together a reasonable cost estimate to perform deferred maintenance on the pool, renovate the pool house, and replace the playground. Mr. Hooper said it would not be a plan done by a landscape architect, but we can create a scope of work with a reasonable degree of accuracy that could be taken to a donor. Mr. Todd reached out to the Boys and Girls Club, who recently replaced their playground, to get an idea of cost and use as a comparison. Mr. Todd said just the equipment was \$250,000, but he sent a list of questions regarding costs and is awaiting a response. Mr. Ray said for Silversteen Park, the playground manufacturer helped Staff create a plan and identify equipment needs. If the company feels confident they will get the work, they will send a representative to help craft the playground and recommend pieces.

Mayor Copelof said we can certainly start a funding campaign, contact big donors, and go for a PARTF grant, but we need a plan. Mr. Ray said the problem with PARTF is that you have to have a comprehensive parks plan that was created within the last 10 years. For our last plan, the City joined in Transylvania County's plan and it just aged out at 10 years old. Mr. Ray said he has reached out to the County to see if they would be willing to pursue a joint plan again, so that the City and County can be eligible for PARTF grants. Mayor Copelof said that is ultimately what we need, but she does not think we can wait on a joint plan before we start doing something about Franklin Park.

Mr. Baker asked if it would be possible to go through a selection process for a playground designer, have some sort of public envisioning session to come up with what the replacement would look like, and then the designer could put together an estimate. He added that he thinks the public part is important for community input and the best way to do it if the City intends to fundraise. Mr. Todd said he thinks we could call a vendor to come out here and help us develop a budget for this, but he starts thinking about fencing around the playground, the amphitheater, the picnic sheds, and how all of that needs to be tied together. Mr. Todd added that the sidewalks, ensuring accessibility, putting gates in the right area, and ensuring sight lines so that parents can see their children will all be a part of it. Mr. Baker asked if the picnic sheds at Franklin Park are equally as run down. Mr. Shook said the picnic sheds are newer and in good condition.

Ms. Osborne asked if we could offer a naming right for a big donor. Mayor Copelof said the name is just related to Franklin St. and we could offer naming rights. Mr. Baker said if Mac Morrow were here, he would be filling us in on the history of the Franklin Hotel.

Mr. Hooper suggested Staff do some more work to quantify known costs for a like-for-like playground replacement and come back to the Committee with more information on the full scope of the project. Costs will include the significant pool maintenance, pool house maintenance, playground replacement, and additional accessibility features.

Mr. Baker asked what work needs to be done on the pool. Staff advised that some of the tile needs to be replaced and possible replacement of the Gunitite lining of the pool. Mr. Shook said the pumps were replaced a couple years ago and the filter is fairly new. Mr. Baker said so we are not talking about digging a whole new pool. Mr. Todd said no, at worst, we would need to re-Gunitite the whole pool, update the surface and paint, and fix the broken tile. He added that the pump house needs to be painted and a new roof. Mr. Shook said the kiddie pool is in decent shape but probably needs some cleaning.

Mr. Baker asked if we have been told by our insurance company that we are in any danger of losing coverage on the playground. Mr. Hooper said no, the recreation feature that the insurance company is most nervous about is the Tannery Skate Park.

Mayor Copelof asked when Staff could bring back the quantifiable expenses to the Committee. Mr. Todd and Mr. Hooper said they could have a scale at the next meeting. Mr. Todd added that some of the stuff is a little difficult because it depends on what we want. For example, in the pool house locker room area there are open showers, as opposed to individual stalls, and the plumbing is exposed. He asked if they want to make that nice, where there are individual stalls and concealed plumbing, because painting the concrete floor and staining the wood is one cost, while making it look and feel much nicer is a vastly different cost. Mayor Copelof asked what Rosman's pool has. Mr. Hooper said their pool is smaller, but the pool house is the same in terms of its style and finish.

Mayor Copelof said she thinks there are some cosmetic things we can do to show we are giving a little more love to the playground and the pool that would not cost a lot. She said it may show the public that we are working on it and listed the examples of painting the walls in the bathroom and painting the sign. She added that we may be able to ask the Friends of Franklin Park group or the Rotary to help with these projects. Mr. Todd said the Friends of Franklin Park have made a big difference in a short amount of time, noting that they have cleaned signs, picked up trash, cleared downed branches, and offered to replace the fence on Lakeview Ave. at their own cost. Mayor Copelof said if we work with the Friends of Franklin Park to make small improvements and Public Works continues to address safety concerns, it will show the public that we are not ignoring them while we work on a replacement plan. Ms. Osborne asked if Friends of Franklin Park is a 501(c)(3) that can receive funds. Mr. Hooper said not yet, but he wants to work with them and see what their appetite is to grow as an organization.

F. Tannery North Smokestack and Trail Updates

Mr. Ray said they just finished working through some utility relocation plans with NCDOT and Duke Energy. The contractor was selected on June 23rd and they are working with NCDOT on their pre-construction requirements before the contract can be

signed, which typically takes about 30 days from the date the contractor was selected. The NCDOT engineer who is responsible for delivering this project has scheduled a pre-construction meeting for July 20th and construction will take place this summer. Mayor Copelof asked once they start construction, how long he thinks it will take. Mr. Ray said NCDOT thinks it will move pretty quickly and said it should be done in a few months. Mr. Todd said that may be ambitious and it may be more likely to be done by spring. Mr. Ray added that the trail contractor is comfortable working with the contractor handling the smokestack demolition and vault removal, and the intend to communicate throughout.

Mr. Wise asked how long the smokestack removal is planned to take because he knows it will be more of a dismantling. Mr. Todd said he believes it will be about 4-6 weeks. He added that they plan to do the smokestack and vault sequentially, in no particular order, and not at the same time. Mr. Baker asked if the vault is not within the trail footprint, to which Mr. Todd said it is not, but the access route to the vault is on top of the trail.

Mr. Todd said the environmental management plan (EMP) for the vault was submitted first and then the EMP for the smokestack was submitted a week or two later. He said they got feedback on the vault EMP today and he was surprised at the amount of NCDEQ comments. NCDEQ has started reviewing the EMP for the smokestack.

A contract has been signed with the contractor, DH Griffin, and they have ordered the geotextile materials so they can knock down pieces of the stack and it will keep the debris out of the dirt. Mr. Todd said DH Griffin will save some bricks and it will be about \$1000/pallet, each pallet consisting of about 100-150 bricks.

Once we get the EMP back, Mr. Todd said we may have to adjust their contract. After that, DH Griffin will need a couple weeks to mobilize and then they can start.

G. MCJCCC Bathrooms

Mr. Hooper said this item is a topic of discussion at the Rosenwald Community Advisory Board meeting tomorrow, and now that Tyree is back from paternity leave, Staff has more options and operational ability to do things. He added that Tyree is opening and closing the bathrooms daily, including on the weekends, making the bathrooms more accessible. So far, there have not been any problems with individuals being in the bathrooms after hours. Mr. Baker asked that the discussion also cover extended hours and the potential for signage, to which Mr. Hooper agreed.

H. Update on Pending Litigation

Mr. Hooper stated that the Councilmembers will get a closed session on this at Monday night's Council meeting, but there is some information he can share publicly. Last week, the City was issued a civil summons for the case entitled James Veal and Roy Ray Robinson v. City of Brevard. The Plaintiffs are individuals who own parcels adjacent to the Bracken Preserve parking lot and trailhead, and claim that the City's Board of Adjustment (BOA) did not follow due process when it denied Mr. Veal a permit for a driveway that would have interfered with Bracken's biking and hiking trail. They also

claim that the City legally erred when it used eminent domain to acquire a private right of way to obtain access to the preserve from the parking lot in 2006. Mr. Veal purchased two parcels near Bracken in 2021, fully aware that those parcels had limited automotive access. City administrators expressed a willingness to consider closing the access portion of the trail and deed the right of way to Mr. Veal if he was willing to pay to realign the trail to a new location, but Mr. Veal refused. The City is confident it followed proper legal procedures both in 2006 and 2026 and that Mr. Veal and Mr. Robinson were conferred all the due process the law requires. Last year, prior to filing the lawsuit, Mr. Veal began posting yard signs near Bracken to draw attention to his complaint. Mr. Hooper added that the City hopes that while the case is pending, the Plaintiffs show respect for the legal process and refrain from inappropriate public comments.

Mr. Baker asked for clarification on the BOA part. Mr. Hooper explained that Mr. Veal applied for a permit with the Planning Department, which we denied, and it was appealed to the BOA, who also denied the appeal. The BOA hearing took place over 3 months, and the decision was issued in May and took effect in June.

Ms. Osborne asked if there are signs up near Bracken currently. Mr. Granat said Mr. Veal has scattered them around and has a website that states his case and has a video of Mr. Robinson in front of City Council saying his family was wronged. Mr. Granat said they were compensated, and it wasn't a lot of money. Mr. Hooper said he cannot say much, but he does not know if the Robinsons were the owners of the right of way that we used eminent domain on 20 years ago, so he does not know if they were compensated. Mr. Granat said given his attorney fees and efforts, he could have just paid to reroute the trail already and it would have been done. He said instead, he chose to go down this path, which is disappointing, because they could have worked together to figure it out.

Mr. Hooper said he wanted to share it publicly with the Committee before the Council meeting on Monday, which is a little irregular, because of the Bracken ribbon cutting event on Friday. He was not sure if the signs would be back up or if Mr. Veal would be there and he did not want anyone to be blindsided. Mr. Baker asked if we have a plan in case there are some negative things happening, to which Mr. Hooper said he would bring the statement with him and will repeat it to anyone who is interested.

Committee Comments

Mr. Jessee expressed concern regarding vehicles using the greenway at the sports complex. Mr. Hooper asked if it has occurred in the last couple weeks, as they asked Staff to refrain from doing so a couple weeks ago. Mr. Jessee said he last encountered a City official operating a vehicle on the greenway about 1-2 weeks ago when he sent his last email, but he is also referring to the general public. Mr. Todd asked for the exact location, to which Mr. Jessee provided more detail on the section that connects to Pisgah Dr. and suggested either a split rail fence or a boulder to limit the amount of space for vehicles to get through. He added that you cannot see cars turning onto the path and you would not expect one, but he does understand there are instances where City officials may need access. Mr. Baker said there is another way to go that does not put

you in conflict with greenway users, so there should not be vehicles on the greenway. Mr. Jessee said he had not heard back on this issue but thanked Staff for addressing it.

I. Public Comment

Ron White, of Friends of Franklin Park, said when they first started the group, they canvassed the area and got a majority of residents involved and on an email list. When there is an activity they are going to do, they are lucky to get 30-40% but everyone is supportive of their work. He added that they pick up trash and clear branches, and it is in their best interest that the park be the best it can be. He said their group is willing to help out with small projects, painting, the fence, and fundraising as well. They started power washing the pavers and will confer with Public Works to replace the paver sand. The Committee thanked Mr. White and their organization for all of their work.

J. Set Date for Next Meeting – Wednesday, August 19, 2026, at 3:30 PM

Committee members set the date for the next meeting on August 19, 2026, at 3:30 PM.

K. Adjourn

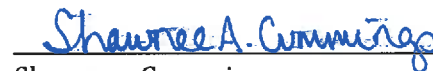
There being no further business, Mr. Wise motioned to adjourn, Mr. Jessee seconded, the motion passed unanimously, and the meeting was adjourned at 4:49 PM.

Approved:

August 19, 2026



Aaron Baker, Chair, Council Member, or
Lauren Wise, Vice Chair, Council Member



Shawnee Cummings
Assistant to the City Manager

SESSION NOTES – FOR INFORMATION ONLY
(No Quorum Present, Listening Session Only)

Thursday, July 16, 2026 – 6:00pm
Mary C. Jenkins Community Center

Members Present: Pamela Holder, Co-Chair, Council Member
Randy Lytle, Co-Chair, MCJCC Board Member
Edith Darity, MCJCC Board Member (via phone)
Karen Darity, MCJCC Board Appointment (via phone)
Victor Foster, MCJCC Board Appointment
Mayor Maureen Copelof, Ex-Officio

Members Absent: Gary Daniel, Council Member
Ella Jones, Citizen Member
Morgan Monshaugen, Citizen Member

Staff Present: Tyree Griffin, Community Center Director
Shawnee Cummings, Assistant to the City Manager

Media: Jonathan Rich

A. Welcome & Call to Order

Board Co-Chair Randy Lytle called the meeting to order at 6:03pm.

B. Invocation

Mr. Foster gave the invocation.

C. Certification of Quorum

Assistant to the City Manager, Shawnee Cummings, did not certify a quorum, as there were only 3 voting members present in person.

D. Juneteenth Follow-Up

Mr. Lytle said the Juneteenth celebration was an awesome 3-day event like no other and a vast improvement from last year. Attendance was higher this year and many came from out of state. Mr. Lytle gave a brief recap of all the events. On Friday, Dr. Dionne Hoskins-Brown spoke on the Gullah Geechee culture and it was followed by a dinner served by Jerome and Kim Howell. For the trolley rides on Friday and Saturday, they did not expect the number of people that would want to participate and they even had to kick some people off the trolley due to some folks having

reservations and there being limited space. On Saturday, they had the big festival at Silversteen Park, a drum circle, entertainment, an inflatable for the kids to play on, and the Fire Department created a water feature for the kids. Unfortunately, the high steppers dance group was not able to make it. On Sunday, they held a service at MCJCCC, had a choir, and Jerome and Kim Howell prepared a dinner.

Mr. Griffin said Rodney Locks is a harsh critic who will let you know his thoughts, and he had nothing but positive things to say. Mr. Foster said he normally gets phone calls after the celebration, which can be mixed, but he did not get any bad phone calls. He added that people attended all 3 days because they did not want to miss anything. There were attendees that came from South Carolina, Georgia, and Tennessee, in addition to people who attended locally. Mayor Copelof said people loved the trolley tours, as it was something new and different. Mr. Foster said the first night is about history and dealing with the struggle, but they did not make it through without worship, so they like to tie in the worship component. He said everyone is looking forward to next year and it's a good feeling that people are already anticipating what will come next. They want it to be powerful and a staple of the community, as it brings people together regardless of race.

Ms. Karen Darity thanked the sponsors of the event including the City, NAACP, the Rotary, Bethel A Baptist Church, French Broad, and everyone who helped make this the best Juneteenth event yet. She added that they received a lot of feedback from people who normally do not say anything. They intend to bring the historical trolley tours back next year and Ms. Karen Darity thanked the Mayor for her comments. They had about 45 people ride the trolleys that weekend, many of which are residents in the County who did not know the history. They also had over 100 people attend the combined worship service on Sunday, which is their grand finale because Juneteenth is all about a celebration of culture, history, and unity.

E. MCJCCC Bathrooms

Mr. Griffin said Councilmember Baker brought up that the MCJCCC external bathrooms have been locked while he was out on paternity leave and that he wants the bathrooms to be more accessible. Mr. Griffin said during the summer, he has been able to keep the bathrooms open until about 8pm, but during the winter, the hours are usually 8am-5pm. He added that we requested a quote to add electronic locks to the bathrooms that would either be set on a timer or would allow Tyree to lock them remotely like the bathrooms at the Depot. Mr. Griffin said he has been opening and closing the bathrooms on the weekend, but starting next week, the police will start locking the bathrooms at night.

Mayor Copelof said when Councilmember Baker brought this up at the Parks, Trails, and Recreation Committee, he mentioned that there is no signage at Silversteen Park indicating that there are restrooms at MCJCCC. People who are not from here might not know the bathrooms are there. Mr. Griffin asked if he would need to get in contact with Planning regarding the signs, to which Mayor Copelof said yes, they

have rules for signage and we should follow our guidelines. Ms. Holder asked if this is supposed to take the place of bathrooms at the park. Mayor Copelof said no, they are not ADA accessible from the park and it is too far for little kids. Ms. Holder added that it is too far for anyone watching their kids from their porch and parents would not be able to take one kid to the restroom while another kid keeps playing. Mayor Copelof said it is an asset that needs to be better publicized and made available to the public, but it in no way replaces the need for bathrooms at the park.

Committee Comments

Mr. Foster mentioned that he wrote a letter last year about the 4th of July and the issue they had, and he wants to reiterate what happened this year. He stated that members of the community were out celebrating and lighting fireworks, but there were some people that were so upset, they called the police at about 9:30pm. Mr. Foster said the police came down and told the people that called the police that the fireworks are allowing the residents to enjoy Independence Day, they can light their fireworks, and there are people lighting fireworks all over town. The police told the community to go ahead and enjoy their fireworks and actually kept people from coming to disturb the residents while they were lighting off fireworks. Mr. Foster said the police did a good job. He added that some residents saved their money to buy fireworks and many could not wait for the sun to go down. Mayor Copelof said there were fireworks all over town and it is the celebration of our country. Ms. Holder said it could have gone another way if the police did not get involved.

Mr. Foster said last year, a deputy came down and told the people lighting off fireworks to shut it down. After that occurred, he brought it to the community center and they held a meeting with the Police Chief and the Sheriff. The Sheriff said they did not have any record of anyone calling in to one of his officers, so they believe someone may have called the officer's cell phone and the officer just took it upon himself to come shut down the community's celebration. Mayor Copelof said it is great now that we have our new Police Chief and we are not contracting with the Sheriff's Department. Mr. Foster said this year, Chief Wentzell was out patrolling and he was really impressed with how the police handled the situation.

Mayor Copelof said she will not be at the August meeting, but she intends to bring the final cost estimate for the Silversteen Picnic Pavillion and the bathrooms to the September meeting. Mr. Lytle asked if this means we have the money, to which Mayor Copelof said no, but it means we have a cost and design and at the September meeting, they can discuss how they plan to raise money for it. She added that Clay Sykes was unable to attend Juneteenth because he was in Europe. He will be back for a couple weeks in July and then will be out of town through November.

Mayor Copelof added that she asked Mr. Hooper to start looking at grants, including non-governmental grants, because we have an incredible story here. She added that the land was donated to the City by the church, it is in a minority and underserved area, the City put in a lot of its own money and completed two-thirds of it but needs

additional funding to complete the final third. She said if we can find a foundation that specifically funds underserved areas, that would be ideal and MCJCCC could even be the applicant as a 501(c)(3).

F. Public Comment

No members of the public spoke during Public Comment.

G. Set Date for Next Meeting

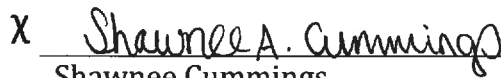
The next meeting was scheduled for Thursday, August 20, 2026 at 6:00pm at the Mary C. Jenkins Community Center.

H. Adjourn

There being no further business, the meeting was adjourned at 6:39 pm.

Notes Approved: August 20, 2026

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

X 
Shawnee Cummings
Assistant to the City Manager

MINUTES
COUNCIL FINANCE, HUMAN RESOURCES and
CITIZEN APPOINTMENT COMMITTEE

Monday, July 27, 2026 – 11:00am
City Hall Council Chambers

Members Present: Dean Lytle, Chair, Council Member
Susan Miller, Citizen Member (left at 12:25pm)
Maureen Copelof, Mayor, Ex-Officio

Members absent: Pamela Holder, Vice-Chair, Council Member

Staff Present: Wilson Hooper, City Manager
Dean Luebbe, Assistant City Manager/Finance Director
Kelley Craig, Human Resources Director
Denise Hodsdon, City Clerk (left at 11:15am)
Chase Owen, Fire Chief
Shawnee Cummings, Assistant to the City Manager

Guests: Harvey Sankey

Media: David Bradley

A. Welcome & Call to Order

Committee Chair Dean Lytle welcomed everyone and called the meeting to order at 11:01am.

B. Certification of Quorum

Assistant to the City Manager Shawnee Cummings certified that a quorum was present.

C. Approval of Agenda

Ms. Miller moved, seconded by Mr. Lytle to approve the agenda. The motion carried unanimously.

D. Approval of Minutes – June 22, 2026 Meeting and July 14, 2026 Meeting

Ms. Miller moved, seconded by Mr. Lytle to approve the minutes of the June 22, 2026 meeting as presented. The motion carried unanimously.

Ms. Cummings advised that she forgot to include the July 14, 2026 meeting minutes on the agenda, but they were also sent out. Mr. Lytle moved, seconded by Ms. Miller to

approve the minutes of the July 14, 2026 meeting as presented. The motion carried unanimously.

E. Remote Participation Policy Update

Ms. Hodsdon created a draft policy (Attachment A) based on the Committee's prior discussion that applies to boards and committees, but not to Council. It includes that members participating remotely count towards a quorum, may participate in discussion, and can vote; however, for Planning Board and Board of Adjustment (BOA), a remote member cannot be the deciding vote on any matter and remote participation shall not include voting on quasi-judicial applications. Additionally, quasi-judicial hearings cannot take place without an in-person quorum.

She added that physical attendance is encouraged, but she included authorized circumstances for remote participation, including personal illness, family or personal emergency, scheduling conflicts, and emergencies that justify remote attendance. It includes that a member who wishes to attend remotely needs to notify the Chair and Committee Secretary 24 hours prior to the meeting. She said recently we have had Committee members not notify or notify at the last minute that they will be attending remotely and it makes it hard to accommodate. At the start of the meeting, the Chair should announce that a member is participating remotely and the member shall identify themselves and the reason for participating remotely. Remote members must be fully heard and, if possible, seen by all Committee members and any other meeting attendees, and should be able to hear everything that happens at the meeting. Ms. Hodsdon added that remote members shall notify the Chair if leaving the meeting before it is adjourned and when rejoining the meeting after a period of absence.

All votes would be taken by voice vote, and the chair would call upon the remote participant to obtain their vote. Ms. Hodsdon stated that based on the last discussion, she included a provision stating that at the time the City has the necessary equipment in place, the notice of meeting would include the way in which the public can access the streamed meeting. The policy does not limit the number of scheduled meetings a member can attend remotely, nor does it limit the number of remote attendees at a given meeting, provided that the Chair or Vice Chair is present to run the meeting.

Mr. Hooper asked if voice vote means roll call. Ms. Hodsdon said it cannot be show of hands. Mr. Hooper clarified and asked if the people physically present vote at the same time while the remote individual votes individually. Ms. Hodsdon said that is how she reads it, but the main thing is that it cannot be show of hands.

Mr. Lytle said there is no limit on the number of meetings a member can attend remotely and asked if there should be a minimum number of meetings for in person attendance to avoid the meetings becoming remote. Mr. Luebke suggested allowing a member to attend a percentage of meetings remotely within a rolling 12-month period. Ms. Hodsdon said that is how they tracked Council attendance in her previous role. Mr. Lytle suggested 25% of a member's attendance at scheduled meetings can be remote in

a rolling 12-month period, and anything beyond that constitutes a conversation with the Chair. Mayor Copelof said that emphasizes the importance of being in person. Mr. Lytle also said the types of scheduling conflicts should be more specific.

Mr. Lytle asked for a section on connection issues and how to handle it when someone gets disconnected, particularly if it happens during a vote or discussion. Ms. Hodsdon said she indicated that participants must have a continuous connection. Mr. Lytle said that is great, but they also need to know whether that person is considered to no longer be at the meeting after a disconnection, or what procedure to follow.

Mr. Lytle noted that there should be some language around participants needing to be in a private location and free from distractions. He added that most the information is public, but he wants to avoid someone having distractions in the background.

There was additional discussion about whether individual boards could have stricter requirements, but the Committee agreed that it would be difficult for Staff to manage.

Mr. Lytle added that minutes should record if a member is attending remotely and if there is an interruption.

Mr. Lytle asked if there are any laws or compliance requirements for Planning Board and BOA that differ from the other boards or committees. Mr. Hooper said he does not think there are any laws that prohibit the members from participating remotely, but they added in the previously mentioned precautions for that reason.

The Committee agreed that the policy did not need to be brought back to the Committee as long as the recommended changes were incorporated.

Ms. Miller moved, seconded by Mr. Lytle to refer the Remote Participation Policy with the recommended changes to the full Council. The motion carried unanimously.

F. Ecusta Trail Advisory Board Applications and Recommendation

An at-large member resigned from the Ecusta Trail Advisory Board (ETAB). The vacancy was posted on the website and in the Transylvania Times and the application deadline was July 17th. Staff received applications from Joseph Moore and Dale Ward.

Mr. Lytle said Mr. Ward did not give much information about his background, other than stating he is retired, so he does not know what he brings. He added that Mr. Ward is a member of the Bike Alliance, so that is good from a user standpoint, and he said he was interested in design, but did not indicate that he has experience with design.

Mayor Copelof said it would be nice to have some age diversity on ETAB, and if he is retired, he could bring a perspective that is not currently there.

Mr. Lytle said Mr. Moore is a former City Manager and is on the Rural Development Authority. Mr. Hooper said Mr. Moore recently retired and has a part-time position working with Timmons Engineering Group, but he is trying to get more involved in the community. Mr. Hooper added that Mr. Moore is also the Chair of the Civic Education Committee for the North Carolina City and County Management Association. Mr. Lytle said his background would be a strength as we get into implementation. Mr. Hooper said his doctoral studies in how downtown revitalization affects community and economic development would also help, as the Council wants Staff to identify ways to leverage the presence of the trail into commerce.

Ms. Miller said she supports having representation from the retirement community to ensure inclusivity. Ms. Craig said both are retired. Mayor Copelof said Mr. Moore is kind of retired and just moved here, so he is not yet part of the retirement community here.

The Committee agreed that additional information is needed to make a decision and directed Staff to call the applicants to get additional information on their backgrounds and skill sets. Mr. Hooper agreed to bring the information obtained to the next meeting.

Mr. Lytle moved, seconded by Ms. Miller to have Staff solicit inquiry questions from the Committee to both applicants and that the answers be brought back to the Committee for consideration and a decision at the next meeting.

Ms. Hodsdon asked if the application questions should be more specific. Mr. Lytle said that is a good question because this is not the first time it has come up. He suggested refining the question about employment to state “current or former” and if retired, to give detail on their background and how it relates to the appointment.

G. Parks, Trails, and Recreation Committee Applications and Recommendation

A Citizen Member resigned from the Parks, Trails, and Recreation Committee and the vacancy was posted both on the website and in the Transylvania Times. The application deadline was July 17th. Ms. Hodsdon said she had 2 applications come in at a time when there was no vacancies and she kept those on file. The first application was submitted in September 2025 by Mary Kathryn Craft and Ms. Hodsdon reached out to see if she was still interested, but she did not respond prior to this meeting. The other application was from Shanna Powell, who applied in April 2026, and she indicated she is still interested. An additional application was received in response to the vacancy by Ryan Olson, who previously served on the Committee.

Mr. Lytle said Ms. Powell has a degree in Recreation and Parks Management. He also asked why Mr. Olson left the Committee after serving. Ms. Hodsdon and Mr. Hooper said they believe it was a professional obligation and that he was no longer in the county.

Mayor Copelof said for this Committee, it would be nice to have someone with a broad perspective because many of the current members are very trail-focused and not recreation-focused. She added that someone with a recreation background would bring

a new perspective. Mr. Lytle said that Mr. Olson helped raise money for Bracken, to which Mayor Copelof confirmed and said that he was very trail-focused during his time on the Committee. Ms. Miller said Ms. Powell seems to have that broader view from her background. Mayor Copelof said the challenge we will be facing on that Committee will be different from what we have had in the past, which will really be about our recreation facilities and how to move forward with those. Mr. Lytle said Ms. Powell owns a mountain bike business, to which Ms. Cummings stated when the Parks, Trails, and Recreation Committee discussed e-bikes, Ms. Powell sent an email stating her views and that she could not make it to the meeting because she was teaching a mountain biking class for young girls. Ms. Hodsdon said if she could not make that meeting, then she wonders what her ability is to attend Committee meetings. Her application said she would need to know in advance and that she could adjust her schedule as needed. Ms. Craig said since it is a set meeting, she thinks she would just need to know in advance.

Mayor Copelof said she does like that Ms. Powell's degree is in Recreation and Parks Management. Mr. Hooper said she also has certifications in swift water rescue, global syndicate of mountain bike coaches, and wilderness first responder.

Mr. Lytle said this decision is tough because Mr. Olson has fundraising experience and that could lend itself to economic development, but he also sees the strength of Ms. Powell's recreation background. Ms. Miller said it is also policy going forward that we try to bring in new ideas and new people wherever we can in our appointment process.

Ms. Miller moved, seconded by Mr. Lytle to refer the appointment of Shanna Powell to the Parks, Trails, and Recreation Committee to Council. The motion carried unanimously.

H. Fire Department On-Call Pay

Chief Owen said currently, when part-time firefighters come back after 5pm or on the weekend, they automatically receive 2 hours of pay and that was put into place long before the City had paid staffing. He believes it is being taken advantage of and it should be looked at due to the amount of money it is costing the City. Part-time firefighters that come back between 8am-5pm, they automatically receive 1 hour of pay. He suggested making it 1 hour across the board, which would generate \$20,000-\$30,000 in savings.

Mr. Lytle asked why the part-time firefighters come back in. Chief Owen said there are only 3 firefighters maximum at the fire department at a time, and they have to depend on part-time firefighters to come back from home. For coming back in, part-time firefighters get 2 hours of pay, regardless of whether the call is for 5 minutes or 2 hours. He said the issue is when people show up to a medical call that lasts 15 minutes and get paid for 2 hours, which results in unnecessary money being spent. He wants people to be fairly compensated, but if they are there for 5 minutes, they should not get 2 hours.

Mr. Lytle asked if it includes travel time. Chief Owen said the clock runs from dispatch, or receiving the call at home, to clearing, or whenever the scene has been cleared. Mr. Lytle asked if they have to check in at the station first. Chief Owen said they use an

online system and responding firefighters go straight to the call. Mr. Lytle asked how far the travel distance can be. Chief Owen said it could be on the Blue Ridge Parkway or it could be down the street, but at most 25 minutes. As an example, 25 minutes there, 5 minutes on site, and 25 minutes back would still be under an hour and if the individual worked over an hour, they would get paid for that. It would just reduce the automatic 2 hours to 1 hour. Mr. Lytle asked how long the average call is. Chief Owen said the majority of calls are medical, so about 15-20 minutes. Ms. Miller asked if the individuals that are paged are assigned to be "on call." Chief Owen said with the exception of full-time staff and people working shifts, part-time firefighters are on call at will. If not working a shift, everyone is on call all the time. Ms. Craig said it is a transition from what used to be a volunteer fire department, where if you are available, you respond, to part-time firefighters being paid. Therefore, the part-time firefighters are not necessarily on call, but if they are available, they volunteer to respond and be paid.

Mr. Lytle asked if people notify Chief Owen that they are available to respond later. Chief Owen said everyone gets paged for every call and you can turn it off or on. Mr. Lytle asked how many firefighters it affects. Chief Owen said all part-time firefighters, so approximately 30. Mr. Lytle asked if it is the first to respond who shows up. Chief Owen said no, if all 30 wanted to show up, they could. Ms. Miller said that seems hard to manage to make sure you have the proper manpower on site when needed. Chief Owen said he agrees, which is why he needs full-time staffing. He said if there is a fire tonight, he probably needs 25 people, but if it is a medical call, he only needs the staff that are working, but everyone gets dispatched to both calls. Unless additional manpower is requested, the firefighters working shifts are sufficient to respond to medical calls.

Mr. Lytle said so you can have a fire where 10 people respond and you can have another fire where 30 people respond and in the first scenario we are paying 10 people and in the second scenario we are paying 30 and that is completely dependent on how many people choose to respond. Chief Owen confirmed. Mr. Lytle asked if Chief Owen likes that system. Chief Owen said again, that is why he needs full-time staffing. Mr. Lytle asked if there is a system that requests the exact number of firefighters needed, or that takes the first 10 that respond. Ms. Craig said when the dispatch goes out, you do not know who is going to be available to respond. Chief Owen also, if you tell 10 people they are going to be on call, that restricts their movement and they would need to be paid for that. Chief Owen said 99% of the time, they get 1 person that responds to a medical call in addition to those working shifts, and you get 5 additional for a fire.

Mr. Lytle said he is thinking of an uber driver and how when they accept a ride request, it no longer shows up for other drivers. Chief Owen said he thinks that is an unspoken rule within the department, in that if you see someone already heading in for an emergency, then you would not. Mr. Lytle asked if there are calls where they have too many firefighters show up and they are not needed. Chief Owen said rarely, and if they get to the scene and they do not need someone who is on their way to respond, they will cancel them before they arrive or ask them to stand by at the station because there is a high likelihood that another call will come in while the others are at the first scene. Mr. Lytle asked if they are still getting paid when going to the station. Chief Owen said yes.

Mr. Hooper said it is not very efficient. Chief Owen said it is not, but that is the way it is done across the country and it is a pretty standard system. Mr. Lytle asked if there are not departments where they dispatch out the exact number of firefighters they need. Chief Owen said not with departments designed like ours with on call part-time firefighters because there is no way to guarantee that if you dispatch out that number of people, that you would get that number of people or that specific group of people to respond because they are not receiving on call pay. Ms. Craig said a lot of times you do not know what you need until you get there. Chief Owen agreed and added that he does not know how you police that because he cannot be worried about who is coming and who is not while he is trying to run a fire. He added that he calls more resources until he gets what he needs. Mr. Lytle said it would have to be a system that handles it for him.

Mr. Lytle asked if this situation is being brought up because people are being paid for more time than they are at a fire. Chief Owen said the issue is unrelated to fires, as it is about people responding to medical calls, knowing they are not needed, to get paid for 2 hours. Mr. Lytle asked why the dispatch went out to them, to which Chief Owen said it has to go out to everyone. Additionally, if you do not dispatch everyone and you find out you need more staff, then you are 5-10 minutes behind on getting people there.

Chief Owen said he has 3 people that are taking advantage of the situation. Mr. Lytle asked if it is on the honor system and the firefighters know based on the type of call when they should be responding or not. Chief Owen confirmed. Mr. Lytle asked when there are 27 other people not taking advantage of the system, is this going to have unintended consequences where those people do not see it as worth it to respond if they are only going to get 1 hour. Chief Owen said he has thought about it a lot and he does not think so, as there are only 3 people it may negatively impact.

Mr. Hooper asked if someone responded to a call that they were needed at and worked for an hour and a half, would they only get paid for an hour and a half or would they get paid for 2. Chief Owen said 2, because once you go over an hour, it rolls to the next hour.

Mr. Lytle said he has a problem with this system and he sees it as a software issue, as there has to be a software that solicits the amount of help he needs. Ms. Miller said he already has his budget for the year so it is not about saving money to meet a budget. She added that she does not know if the City is in a position to make policy changes about payment until there is an organizational plan that lays out how you get from where you are today to where you want to be. She does not think a free-for-all where 30 people could show up is efficient and said there are different models, including full-time staffing, although she does not think they can afford it right now. Chief Owen said respectfully, they do have an organizational plan and a way to move forward, but given the cards they are dealt, this was an approach to save the City money. Mr. Luebke said if we make this change, there is a high likelihood that part-time hours will be at or under budget and if we do not make the change, it will likely be over budget. Ms. Miller said the organizational plan needs to be laid out before it goes to Council. She added that Chief Owen should explain this to his part-time firefighters to get them involved in the process rather than just changing it to 1 hour to see what happens.

Mr. Lytle asked if everyone can see who else is responding to a call. Chief Owen said yes, if you indicate in the system whether you are responding. Mr. Lytle asked if there is ever a time that one of the people taking advantage will be needed at a call. Chief Owen said there are always going to be times when people are needed. Mr. Lytle asked if that is seldom. Chief Owen said it is pretty seldom on the vast majority of calls. Mr. Lytle asked how those 3 know this is a time when they are needed versus a time when they are not. Chief Owen said with time and experience. Mr. Lytle said he does not like this.

Ms. Miller said to Chief Owen, you are new to the organization, right? Chief Owen said he is new to the City but he has been a fire chief for the last 15 years. Ms. Miller said it seems like he would be able to take this issue and develop it in a way that Council could really understand what he needs to do his job. Mr. Lytle said to that point, and he is not talking about hundreds of thousands of dollars or a whole new staff, but to say he needs a system that would allow him to do this and it would save a certain amount of money. Mr. Lytle added that he may have a really strong case with that. Chief Owen said he agrees, but a combination department is difficult in terms of personnel and manpower because without paying people to restrict their movement, they have to depend on having those 30 available. Mr. Lytle asked if there is not a system that would allow a certain number to respond, to which Chief Owen said when there is a fire, that is the last thing on his mind and how do you police that. Mr. Lytle said the system would police it. Chief Owen said he hears what Mr. Lytle is saying, but in his experience, that is not reality. Mr. Hooper said he is not sure that such a system exists. Mayor Copelof said that takes a lot of research and money that is not in the budget this year.

Chief Owen said his system tells him how many people are coming, but there is no way for the system to police how many people he needs there at the time. He added that at a fire, there may be a time when he needs 40 people at a time and a time when he needs 5 people at a time. Mr. Hooper said he would like to reiterate an earlier point which is that even if such a system exists, whether we want to use it or not is a policy decision because you may find yourself in a situation where OCD says I need 15 and those 15 are out there, and then you realize you need 10 more, then a second notification has to be sent out and you have to wait for those 10. If the notification was sent out to the 10 the first time, they would already be there. He added that the extra risk we would be taking on would be something to discuss and if it is worth the savings to have that extra risk.

There was additional discussion as to whether those that respond and get cancelled before arriving would get 1 hour of pay while those that actually get to the scene and assist, or report to the station, would get 2 hours. Mr. Lytle asked if those 3 that show up end up getting cancelled and getting 2 hours before they even reach the scene. Chief Owen confirmed. The Committee agreed that it is a good idea but difficult to implement because it is hard to determine exactly where that cutoff is. For example, if someone is pulling into the scene in their car and gets cancelled, do they get 1 hour or 2?

Mr. Hooper said he recommends the Committee let Staff take some of the questions he has heard in this conversation and do some more research and refinement before bringing this back. He said he has ideas to run by Chief Owen and Ms. Craig as well.

Mr. Lytle said he would suggest working on a larger plan of where he wants the department to be. Ms. Miller also suggested using insurance ratings to help justify costs and demonstrate the potential benefits to the community. Mr. Lytle said Chief Owen needs to answer the question of what is needed to be the best fire department in the country for a City our size and to think beyond staffing. Mr. Lytle said they need a similar plan to what the police department had performed by a consulting firm, but to do it internally as much as possible. Chief Owen said if he had known they were going to ask for it, he would have brought his 5- and 10-year plans. Mr. Lytle said he is not saying it should have been brought today, but he is taking this opportunity to ask for that too.

I. Public Comment

Harvey Sankey asked if they will always need volunteers. Chief Owen said yes, until they have full-time staffing. Mr. Sankey asked how many full-time staff he needs. Chief Owen said if moving to a full-time department, he needs 6-9 full-time firefighters per shift. Ms. Miller asked how many he has now. Chief Owen said 1 full-time firefighter per shift. Mayor Copelof said in Fire's defense, they have come to Council for years about their manning and at no budget did Council fully support what they need to build out their department in the way they told Council they need to. Mr. Hooper said there is only 1 full-time firefighter per shift, but there are also 1-2 scheduled part-time firefighters per shift. If all firefighters working shifts are called out to a scene, that is when part-time firefighters are paged from home. Overnight, there is 1 full-time and 1 scheduled part-time and during the day, there is 1 full-time and 2 scheduled part-time. Mr. Hooper said in the middle of last fiscal year, they changed the policy to start scheduling a part-time firefighter overnight, as there were some savings, but they ended up exceeding the budget for part-time hours. In the FY27 budget, that was codified and Fire has resources to pay for a 2nd overnight person through the full year.

Mr. Sankey asked if we looked at other towns that have on call pay and how they handle it. Chief Owen said the majority of fire departments of similar size are all full-time departments. Conover, which is a little smaller, is similar to our department, in that they have two people per shift and everyone else comes back as an hourly employee. Chief Owen said there is not really on-call pay, as it is typically hourly or pay-per-call.

Mr. Bradley asked what the budget was for part-time hours past 5pm. Ms. Craig said it is not broken out that way, it is just part-time hours, both scheduled and unscheduled.

Regarding the Remote Participation Policy, Mr. Sankey asked if a remote participant could record and share the Committee meeting on the internet. Mr. Lytle said being remote does not make a difference, as he could do that in person.

Mr. Sankey said for the ETAB appointment, you do not need an older person on the Committee, you need a qualified person.

Mr. Sankey also asked if there should be a separate recreation committee.

J. Set Date for Next Meeting

The next regular meeting is scheduled for Monday, August 24, 2026, at 11am.

K. Adjourn

There being no further business, the meeting was adjourned at 12:32pm.

Minutes Approved: August 24, 2026

x 

Dean Lytle, Chair, Council Member or
Pamela Holder, Vice Chair, Council Member

x 

Shawnee Cummings
Assistant to the City Manager

CITY OF BREVARD
POLICY FOR REMOTE PARTICIPATION IN OFFICIAL MEETINGS OF
APPOINTED BOARDS AND COMMITTEES

The purpose of this policy (the “Policy”) is to establish procedures for appointed members of boards and committees who are unable to physically attend a board or committee meeting to participate remotely. To promote full participation of advisory board and committee members while ensuring access and transparency for the public as required by the Open Meetings Law, G.S. 143-318.9 *et seq.*, the Brevard City Council authorizes remote participation in advisory board and committee meetings subject to existing board or committee policies, state law, and the following procedures and requirements:

- A. This policy only applies to appointed boards and committees and does not apply to City Council.
- B. For purposes of this policy, “Remote Meeting” is defined as an official meeting, or any part thereof, in which one or more members of the appointed board or committee participate by simultaneous communication via conference telephone, conference video, or other electronic means. Remote participation does not include email, web chat, or text messaging technologies.
- C. A member participating remotely shall be counted toward a quorum and may fully participate in all discussions and votes on business of the body, provided that simultaneous communication is maintained for that member.
- D. For members of the Brevard Planning Board and the Board of Adjustment, the vote of a member participating remotely shall not be effective as a deciding vote on any matter. Remote participation shall not include voting on quasi-judicial applications, nor shall quasi-judicial hearings be held without a quorum of members present in person, except during a declared national, state, or local emergency covering the city and pursuant to the provisions of NCGS 166A-19.24.
- E. Physical attendance by members is strongly encouraged. As such, remote participation may be used in limited circumstances only. Authorized Circumstances for Remote Participation include:
 - 1. Personal illness or disability that does not impact the member’s ability to participate remotely;
 - 2. Family or other personal emergency;
 - 3. Other scheduling conflicts that make in-person attendance impracticable; or
 - 4. Other emergencies that justify remote participation, such as a declaration of a national, state, or local emergency covering the city.

- F. A member wishing to participate remotely in a meeting must notify the board or committee chair and the board or committee secretary of the need to participate remotely at least 24 hours in advance of the meeting, unless advance notice is impracticable.
- G. At the start of the board or committee meeting, and prior to participating in any discussion, the chair shall announce that a member is participating remotely. The member shall identify themselves and state the reason they are participating remotely.
- H. A member participating remotely must be fully heard and, if possible, seen by other members of the board or committee and any other individual in attendance at the meeting. A member participating remotely must also be able to hear all other members.
- I. A member participating remotely shall notify the chair if leaving the meeting before it is adjourned or rejoining the meeting after a period of absence.
- J. All votes taken shall be by voice vote. When casting a vote, a member participating remotely shall be called upon individually by the chair after all physically present members have voted to verbally cast their vote as “aye” or “nay” in such a manner as can be clearly heard by all members.
- K. At such time as the necessary equipment is installed to provide for live streaming of board and committee meetings, all notices of those meetings shall include the means whereby the public can access the meeting.
- L. This policy does not limit the number of scheduled meetings that a board or committee member may participate in remotely, nor does it limit the number of board or committee members who may participate remotely in a given meeting, provided that either the chair or vice-chair is physically present.

MINUTES
City Council Public Safety Committee

Monday, July 27, 2026 – 3:30pm
City Hall, Council Chambers

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

Staff Present: Wilson Hooper, City Manager
David Todd, Assistant City Manager
Christy Wentzell, Police Chief
Alan Bonnano, Deputy Police Chief
Chase Owen, Fire Chief
Mack McKeller, City Attorney
Becky McCann, Communications Coordinator
Shawnee Cummings, Assistant to the City Manager

Guests: Harvey Sankey, Rodney Locks, Linda Gallo

Media: David Bradley, Jonathan Rich

A. Welcome & Call to Order

Committee Chair Aaron Baker welcomed everyone and called the meeting to order at 3:30 pm.

B. Certification of Quorum

Assistant to the City Manager Shawnee Cummings certified that a quorum was present.

C. Approval of Agenda

Mr. Lytle moved, seconded by Mr. Gallo to approve the agenda. The motion carried unanimously.

D. Approval of Minutes – June 22, 2026 Meeting

Mr. Lytle moved, seconded by Mr. Gallo to approve the minutes from the June 22, 2026 meeting. The motion carried unanimously.

E. Traffic Calming Measures/Crosswalk Improvement Grant

Mr. Todd said he highlighted changes to the traffic calming spreadsheet (Attachment A) in yellow.

Line 1, W. Probart and Railroad intersection: The only change is the date being extended to the end of August. They have had some vacancies in Public Works and have had employees filling in where needed, so they are behind on completing intersection work. Mayor Copelof and Mr. Baker both said they have already heard positive feedback from the public after moving the curb.

Line 8, Oaklawn and Main st. four-way stop: They just need to complete the painting and could not get it done yet due to staffing. Mayor Copelof said there are still cars parked very close to the stop sign and if she did not know there was a stop sign there, she would not be able to see it due to cars blocking it. She said she thought we were going to eliminate the spots right next to the stop sign. Mr. Todd said that is the painting work they need to do and that spot will go away. She asked if that will apply to all four corners of the stop. Mr. Todd said yes. Mr. Gallo asked if the project will still include a painted island to improve visibility. Mr. Todd said yes.

Line 9, Oaklawn and Carver: It is largely complete, but he needs to go out and see what signage to leave and what signage to take down.

Line 10, Park Ave., Park View, and Elm Bend: Data collection is complete. Chief Wentzell said she does not have the data with her, as the officer tracking that information is out today and they are working on succession planning.

Mr. Hooper said last meeting, the traffic engineer's field visit was delayed. She has since been out to conduct her visit and has provided input on the intersections.

First, she looked at the Carver and Oakdale intersection. Mr. Hooper said the traffic engineer is going to draw up exactly where we need to place the stop bar and the crosswalk to make it safer. He added that it is not as simple as it seems because in order to make the crosswalk the correct width and to make the landing the correct dimensions, we have to build a new landing pad for the crosswalk. The geometry requires all the intersection components to be placed very carefully to function well and maintain sight lines. This item can be completed in-house and will be added to our list for Public Works to complete in the next few months. One possibility that was discussed was squaring off the intersection so drivers on Carver St. cannot speed down the road and then converting it into a 3-way stop. Squaring off the intersection will make it safer because cars will have to slow down to navigate the tighter turn. Mr. Hooper said you could do it semi-permanently and economically with delineators, or permanently with concrete. Once she draws up the intersection improvements, it will be brought back to the Committee for consideration. Mr. Baker said we previously discussed a mini roundabout and asked if the traffic engineer is going to look at that. Mr. Hooper said she thinks there is not enough

right of way for it and it would require relocating utilities, so there is a possibility it could work but the solution just discussed would accomplish the same thing.

Second, she looked at W. Main St., Thomas St., James St, and North Ln., which has two large hills on either side of the intersection and the grade of the hills are too steep for speed bumps. There is no solution yet, but to improve the intersection while the traffic engineer works on a solution, she advised changing the yield sign on Thomas St. to a stop sign and to do a significant amount of pruning to reduce the amount of trees and bushes encroaching into the right of way and obstructing sight lines. Some of the hedges are privately owned, so residents will need to be notified. Mayor Copelof asked if you could put rumble strips to at least get people's attention, to which Mr. Hooper said he would ask, but his experience with rumble strips is that they have implications for the people that live near them. He added that they do not just rumble for the driver, they rumble for everyone around them. Mr. Todd added that a speed bump has not been eliminated but placement gets complex with all of the turns, so if they can find a placement that works, there may be room for 1 speed bump. Mr. Gallo said he does not know that the stop sign on Thomas will help with speeding, and the pruning could even make the speeding worse. Mr. Hooper said it may not help with speeding yet, but they will improve the safety of the cross streets.

Third, she looked at Railroad Ave, Whitmire St., King St., and French Broad St. and she will provide a refreshed striping plan to improve the safety of the intersection. It will likely include a refined placement of the stop bar, a sight triangle, and 1-2 crosswalks. Across from King St., the placement of a crosswalk is more difficult due to the gas company's large driveway that is right where any landing pad would go. Additionally, one side of King St. does not have a sidewalk to connect to. The traffic engineer will put together some concepts to improve pedestrian safety in that area.

Mr. Hooper added that the Committee tried to address the intersection of E. Main St., Wilson Dr., and Greenville Hwy near Silvermont in the past, but it was cost prohibitive. NCDOT has a new grant program and it is a call for small pedestrian safety projects worth hundreds of thousands of dollars, as opposed to millions. He added that they feel that this intersection would be competitive because we already have a concept to realign the intersection, automotive and pedestrian traffic counts, and 2 legs of the intersection are State roads. Tomorrow, Mr. Bland is attending the information session on the grant program to verify that this project is a good candidate and if so, we would like to submit this project. This intersection would also need to be squared off so that cars have to slow down to navigate the turn and that would adjust the geometry enough to place 2 crosswalks in places with more favorable sight lines. It would also include new signage and brighter, more visible crossing signals. Previously obtained quotes for design and construction were over \$100,000. Mr. Bland added that it is an easy project with no right of way acquisition, and would require crosswalk striping, new curbs, and new ramps. He added that we are in the 5,000-50,000-population group, which has the least amount of money available. Mr. Hooper said if we do not get a partial grant, we will probably add delineators on this intersection as well.

Mr. Lytle asked if this intersection has had collisions. Mr. Hooper stated that with most of our intersections, there are not many collisions, but there are a lot of close calls, some of which have been recorded. He added that when looking at the intersection a few years ago, NCDOT representatives came out and admitted that the intersection is pretty bad. Mr. Baker added that it is also a school route. Mr. Lytle asked if we are only able to submit one project. Mr. Hooper said he believes so. Mr. Baker asked if it is a relatively small amount of money, to which Mr. Bland said it is projects up to \$1 million. Mr. Lytle asked given that it is up to \$1 million are there bigger intersection projects we need done. Mr. Hooper said yes, but they are multi-million-dollar projects, including McLean Rd. and Asheville Hwy and Fisher Rd. and Asheville Hwy. Both of the larger intersections will be improved with R5800, but not the type of reconfiguration we really need. Mr. Baker asked if this grant is intended for State roads. Mr. Hooper said it is unclear, but that Mr. Bland will find out in the information session. Mr. Baker said it seems a little counterintuitive to get a grant to improve a State road from the agency that is in charge of improving State roads. Mr. Bland said given that unincorporated areas are eligible, it makes him think that State roads are eligible because all of their public roads are State roads.

Mayor Copelof said she is getting complaints about overgrown bushes and trees blocking sightlines almost constantly and asked if we have a form letter that we send to property owners about trimming the foliage because it is creating a safety issue. Mr. Hooper said we should look at the problems to see if the vines and greenery are coming from private property because if so, we may be able to utilize code enforcement, but he will have to check the code to see what we can do to maintain sightlines. He added that our code enforcement is largely complaint driven so he advised directing those residents with complaints to submit them. Mr. Lytle asked if we can make the judgment as to whether it is obstructing sightlines. Mr. Hooper said yes, even if the obstruction exists on private property and is typically supposed to include due process from code enforcement, there is a provision in the code that gives him and possibly Wesley Shook the authority to take immediate action and worry about who will pay for it later, but he tries not to exercise it often.

Mr. Gallo asked if NCDOT has been approached about Chief Owen's suggestion to move the flashing light back on Asheville Hwy to give motorists earlier warning about the light at Morris Rd. Mr. Hooper said they have a meeting with NCDOT soon and will bring that up, but improvements to Morris Rd. are in NCDOT's STIP. Mr. Gallo said it is kind of long term so he hopes we can do something more immediate.

Mr. Gallo also asked about the closure of Railroad Ave. at Whitmire St. by Duke Energy and asked if they are required to inform the City and whether the City could put out an announcement similar to those announced for other road closures. Mr. Hooper said he would have to check the contract with them to see if they are required to inform the City, but they did not give the City much notice on this closure. Chief Owen said Duke Energy is rebuilding their substation to power the whole west end of the County and they are rebuilding the line that crosses Broad St. Mr. Baker said it would be good to get an update on that.

F. Revisit Internal ALPR Policy and Axon Contract Review

Mr. Hooper said we covered the internal ALPR policy at the last meeting and the Committee requested a few changes which Chief Wentzell has since made. He added that we can talk about that if the Committee wants, but he thinks the Committee was feeling good about it. Chief Wentzell has the items the Committee was interested in which include how the cameras are used in practice, success stories from other local law enforcement agencies, and the City attorney's review of the contract with Axon.

Chief Wentzell gave a presentation (Attachment B) and said the two biggest policy updates added after last meeting were (1) clearer language to reflect that preservation requests can only be submitted by law enforcement agencies or prosecutorial bodies and (2) reporting in accordance with accreditation standards requires that an annual report be submitted to the Chief by January 31st and that it reflect the program effectiveness, potential training needs, needed policy changes or updates, and any issues found with audits, queries, and/or potential policy violations. The Chief would then present that report in conjunction with data from the prior calendar year, including number of plate reads, stolen vehicle recoveries, missing persons located, etc. to the Public Safety Committee by February 28th.

Chief Wentzell also displayed an information sheet from Axon that outlines how the community's data stays under the City's control and what they do not do, which includes not selling ALPR data to insurance companies or advertisers, not building commercial profiles on citizens, not profiting from where people drive, etc. The sheet also details the privacy safeguards, including encryption, audit logs, CJIS-aligned security, agency-controlled permissions, and role-based access.

Looking at success stories, Chief Wentzell said she spoke with Sheriff Owenby at the Transylvania County Sheriff's Office (TCSO) and in the last 6 months the County has:

- Located 7 missing persons locally and assisted in locating 14 missing persons.
- Located numerous individuals experiencing suicidal ideations who traveled into Pisgah National Forest and were able to make contact before self-harm
- Identify and locate several wanted persons
- Recovered numerous stolen vehicles
- Recovered thousands of dollars in stolen goods
- Identified a suspect responsible for shooting into a home.

Chief Wentzell said Henderson County Sheriff's Office (HCSO) assisted in tracking a suspect in the homicide of a minor, located and arrested a murder suspect, recovered 16 stolen vehicles, and located 2 missing persons. She also stated that Hendersonville Police Department (HPD) was able to track down 2 people charged with robbery, arrest an individual wanted for felony assault, locate an elderly man with dementia who left his home without any means of being tracked within 30 minutes, and locate a missing minor. She also provided data on Holly Springs,

Garner, Apex, and Wake Forest (Attachment B). Chief Wentzell added that TCSO, HCSO, HPD, and Apex PD all had zero ALPR-related policy violations.

Mr. McKeller said there have been questions and concerns related to ownership of data and he believes a lot of it is related to the source company, FLOCK. He said Chief Wentzell is looking at Axon, which is slightly different and has a different focus, as they specialize in evidence management, tasers, and body cameras. Mr. McKeller said Axon is trying to move into the field of ALPR cameras and, for that reason, he did not see anything in the Axon contract that resembled the concerns with FLOCK contracts. He added that Axon seems to be very concerned with ownership of data.

Mr. McKeller said you cannot get around validly issued subpoenas and they cannot be ignored. He added that some of the proposed ALPR policies regarding the City's data, such as the 30-day retention policy, will go a long way in protecting the data. The contract was very clear that the customer owns the collected content, which was noted in 2 separate places. Axon also has high levels of security and privacy clauses stating that they will maintain the privacy of the records. Mr. McKeller stated that FUSUS, the data-sharing component, has similar levels of security and privacy measures. Axon also specified that the data, when downloaded, is anonymized and cannot be linked to any personally identifiable details.

Mr. McKeller said there are ways to get out of the contract after certain periods of time. He believes that Axon is trying to break into this field that FLOCK has a large foothold in and has perhaps heard some of the public concerns. It appears that Axon is trying to address it up front. After hearing the Committee's concerns, Mr. McKeller said he found nothing of higher concern and this is about as tight of a reign that could be put on the information as you could get given collection of data.

Mr. Lytle asked in the event there was a data breach and a hacker got access, who owns that. Mr. McKeller said we own the data, but the responsibility lies with the City, as the owner of the data, and Axon, as they have promised to keep the data closely held. He added that he is not sure what a hacker could collect that would rise to that level, as it is just a picture of their license plate tag and that is not private information. Chief Wentzell added that the data it would collect is simply the license plate, and any other information that is tied to the plate is CJIS-protected.

Mr. Lytle asked what getting out of the contract looks like and asked if we are bound for a certain period of time. Mr. McKeller said there is a mutual termination period of 90 days, but the contract is a master contract, so we are likely tied into the contract for 5 years with our tasers and body cameras. Chief Wentzell said that if there is a situation where we decide we do not want to use the ALPR cameras, they may be placed, but we can also turn them off from the administrative side and forbid the officers from accessing or utilizing the cameras. She added that we could also ask that Axon remove the poles and we can store the cameras. Mr. McKeller outlined that the termination clause states that if sufficient funds are not appropriated or

otherwise legally available to pay the fees, the City may terminate the agreement and must deliver notice of termination as soon as reasonably practical.

Mr. Lytle asked about tiered access within BPD. Chief Wentzell said there will be administrators who have full access and can grant rights to other users. She added that we will be differentiated from other agencies because officers will not be allowed to have their own personal hotlists and the review process to add a tag to the hot list will be centralized and filtered through the ALPR coordinator. The officer will have to submit the proposed hotlist entry to their supervisor, who will in turn submit it to the ALPR coordinator, and it will require review and authorization at each point to ensure it meets the required criteria.

Mr. Lytle said for the annual report, he saw the performance statistics and asked if it will include policy statistics, such as the number of policy violations or access mistakes. Chief Wentzell said yes, and she will report the audit findings and any personnel actions taken in response to violation of that policy.

Mr. Baker said it was mentioned that the cameras can capture make, model, and color of a vehicle and asked if it is looking for that based on the tag. Chief Wentzell said yes, it is looking for that information or description based on the license plate tag and when it takes a picture of the tag, it takes a picture of the rear of the vehicle. Mr. Baker asked if it is registering things other than the tag, to which Deputy Chief Bonnano said if requested when conducting a search, the photos captured can identify the make, model, color, and any markings on the rear of the vehicle.

Mr. Lytle asked if the cameras will take a picture of him riding his bike. Deputy Chief Bonnano said he is not sure about Axon, but FLOCK does allow you to search for bicycles and motorcycles. Mr. Lytle asked what about if he is jogging. Deputy Chief Bonnano said when they are installed, they are not aimed that way and the cameras do not pick up perpendicular motion, like someone walking across a roadway. The cameras are looking for parallel motion on a roadway. He added that normally it would not register a person as enough movement to take a picture and searching for people is not even an option in the system.

Mr. Lytle said he read about a third-party company that works in conjunction with FLOCK and uses cell phone pings to identify who is in the vehicles. Chief Owen said the software that does that, SignalTrace, is created by a defense contractor, extremely expensive, and proprietary. Chief Owen said it is getting conflated with FLOCK and causing a lot of people to think they are one and the same.

Mr. Baker said the information sheet says that Axon does not sell data to insurance companies or advertisers and asked if they sell data at all. Chief Wentzell said not according to the contract, the sheet is just addressing hot topics.

Mr. Baker asked if there any push from State or Federal entities to pull this technology away from the private sector and bring it more into the public sphere. Chief Wentzell said not that she is aware of.

Mr. Baker asked what the next steps are. Mr. Hooper said he knows there are community concerns and policy implications, which is why this item was brought to the Committee, and asked for the Committee's input on referring the matter to Council Mr. Lytle said he endorses the discussion to Council, but because of the sensitivity of the issue, public comment means a lot. He added that the Chief deserves the chance to be able to answer the public's questions and get buy-in. Mr. Baker said there is a lot of misinformation and he thinks we should leave the door open for more of a public discussion than is typical for a Council meeting.

Chief Wentzell asked if it would be worth having an information session to help inform the public and answer questions. Mr. Baker said he was considering something like that. Mr. McKeller said he does not think there is grounds for a public hearing at the Council level, but he thinks a public information session would help get input that could be used in conversation at a Council meeting.

Mr. Lytle moved, seconded by Mr. Gallo to refer the matter of ALPR cameras to Council for discussion with the internal policies created by Chief Wentzell and the contract provisions Mr. McKeller reviewed, contingent upon some type of public information session before the Council vote. The motion carried unanimously.

Mr. Gallo said he hopes that despite all the misinformation, Council is able to discern and take everything into consideration in their decision, even after public input.

Mr. McKeller said he will plan to do 4th amendment research before Council discusses the issue. Mr. Baker suggested also researching pending legal matters related to the issue.

G. Public Comment

Rodney Locks said as part of your due diligence, you may want to find out why Macon County got rid of FLOCK cameras. He added that since there will be an information session, it will be important to differentiate FLOCK and Axon cameras. Mr. Locks stated that Rosenwald Ln. has become an alternate to Probart St. because of the speed bumps. He said there was previously concern about the 5-way stop on Main St. on the way to the elementary school due to kids walking, but now there are kids on e-scooters and bicycles that makes it even more dangerous. Lastly, Mr. Locks said there is a sight triangle concern at Neely Rd., Park Ave, Parkview, and Morningside because you cannot see and you have to pull into the road to see. Mr. Hooper said the State is looking at that one, as it is also challenging.

Harvey Sankey agreed with Mr. McKeller that there is a lot of concern regarding the 4th amendment when it comes to ALPR cameras and the State already authorized

their use on State roads. He added that so far, there have not been any major court cases ruling on the constitutionality of FLOCK cameras in North Carolina. Mr. Sankey said for Macon County, the police department had FLOCK cameras, and the Commissioners told the police department to remove them. He is sure that if something happens that FLOCK cameras could have helped with, there will be a lot of lawyers suing Macon County.

Linda Gallo said to think about how many times you are photographed and captured on camera as you walk past Ring doorbells, or walk through Wal-Mart. She said at least Axon is a responsible entity that is not going to sell your data. She said everywhere you have been today, you have been clocked.

H. Set Date for Next Meeting – Monday, August 24, 2026 at 3:30pm

The next meeting was scheduled for Monday, August 24, 2026, at 3:30 pm.

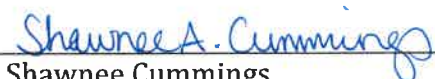
I. Adjourn

There being no further business, the meeting was adjourned at 5:05 pm.

Minutes Approved: August 24, 2026

X 

Aaron Baker, Chair, Council Member or
Dean Lytle, Vice Chair, Council Member

X 

Shawnee Cummings
Assistant to the City Manager

Traffic Calming and Safety Project Status 7/27/2026

IDENTIFIER	PROJECT	DESCRIPTION	STATUS	NOTE
1	W. Probart/Railroad intersection improvements	Move stop sign/stop bar slightly east to provide more space for traffic collection; increase SB curb radius to ease turning movements onto WB Probart, add double sided RRBCs.	RRBCs are on hand, work is in progress with hopes of completing all intersection work by 8/30/2026.	
2	E. Probart crossing at Broad St.	Enhanced signage to warn motorists of pedestrians	Installed pedestrian and traffic warning signs, painted the crosswalk. Waiting on McAdams review one way travel on Probart, Broad to court house parking. Traffic data has been requested from Police. Stripes have been repainted after NCDOT repaving. Also waiting on	
3	Estatote boardwalk repair Section 1, behind McDonalds	Repair/replace/reconfigure boardwalk sections of Estatote Trail.	FLAP Grant has been awarded to the City, but we have not yet determined the full amount of the award. The designer for the project has been selected, WSP. We are presently unsure when grant funding will be available, as such we will not enter into a design agreement until we are sure of the funding amount and timeline	PTR comm. has agreed that this should be staff focus for the year to come
4	Estatote boardwalk repair Section 2, behind Aldi	Repair/replace/reconfigure boardwalk sections of Estatote Trail.	FLAP Grant has been awarded to the City, but we have not yet determined the full amount of the award. The designer for the project has been selected, WSP. We are presently unsure when grant funding will be available, as such we will not enter into a design agreement until we are sure of the funding amount and timeline	PTR comm. has agreed that this should be staff focus for the year to come
5	Estatote temporary trail	Gravel path along old railroad	Pender curb cuts are complete. Pender crosswalk to be painted by end of June. Fisher Lane curb cuts to begin next week. Working in conjunction with NCDOT to add thermoplastic crosswalk. Hope to have work completed by the end of August.	
6	Carolina Ave. traffic calming	Possible traffic calming measures on Carolina Ave. north of intersection with Shipman	Staff brought a proposal to the Budget Retreat to add speed bumps on the City owned portion of Carolina Avenue.	
7	Four-way stop near Silversteen Park	Add stop sign at Mills Ave. to create four-way stop near Silversteen Park	Final layout received from our Traffic Consultant. Signs have been ordered. We will implement this work after the Hillview Street culvert is repaved.	Need to advertise traffic change and install "New Traffic Pattern" signs

8	Oaklawn/Main St. four-way stop	Add stop signs/stop bars on Main St. to create four-way stop	All signage is complete, painting to be completed by 8/30/2026 weather and staffing allowing. Warning signs and lights indicating new intersection need to be removed.	Largely complete
9	Oaklawn/Carver four-way stop	Add stop sign at EB Carver to create four-way stop		Largely complete
10	Park Ave, Park View, Elm Bend. traffic calming	Constituent request for consideration	Data collection complete and data review is in process. Plans are to continue data collection while school is in session as previous collection occurred during the summer.	
11	Pisgah Church Dr. traffic calming	Constituent request for consideration	Data collection scheduled	
12	Fisher Rd. traffic calming	Constituent request for consideration	Discussed with NCDOT 12/18/25. NCDOT indicates they are flexible in regards to trail crossing and willing to consider ownership swap.	State rd., traffic control measures must be approved by NCDOT
13	No Turn On Red where Bike Paths are crossed, Deer Lake Road, Jackson Court, Osbourne, temporary until R5800 is complete.	Constituent request for consideration	Discussed with NCDOT on 12/18/25. NCDOT is reviewing mast arms to see if they can support associated signage. NCDOT said maybe to painting trail crossing with the Ecusta Trail Logo at Deer Lake, Pisgah Heights, Jackson Court	
14	Add traffic calming to Oakdale, near 228	Constituent request for consideration	Under discussion	Add to data collection schedule
15	Flashing Yellow light and enhanced crosswalk. Highschool to dirt parking across Country Club Road. Consider addition of speed bumps or rumble strips	High School has requested rumble strips	NCDOT has agreed to install a flashing RRFB at this crosswalk between June and August of 2026.	
16	Can speed be reduced on shared bike lanes on French Broad	Constituent request for consideration	Under discussion	
17	Can Morgan Street be made a bike boulevard	Constituent request for consideration	Under discussion in Downtown Master Plan	
18	Can the Bike Ped Plan be reviewed for safety concerns and address those on a higher priority	Constituent request for consideration	Under discussion	
19	Can we review the number of light changes per crosswalk crossing at 276/Elm/Park View at school crossing	Constituent request for consideration	This was discussed briefly with NCDOT at last quarterly meeting on 12/18/25 but we do not have a solution yet. Do new lights at Gallimore change traffic	
20	Ecusta Road signage warning of upcoming trail crossings	Constituent request for consideration - Need to verify if this has been done	To be addressed by a coming STIP Project, have asked NCDOT if signs can be added, awaiting their approval	
21	Secondary egress from Cherry St area	Constituent request for consideration - Need to follow up with McGill	Public Safety agreed to review one emergency exit route versus 4 as originally proposed. Update proposal received from our designer on 11/24/25. This project is on hold pending identification of needed budget.	

22	Trail crossing signs and better marking by Pisgah Heights	Constituent request for consideration	Repaint faded crosswalk add signs, waiting on NCDOT. Staff will schedule this work.
23	Deerlake Road sidewalk extension	Constituent request for consideration	Cost estimated by Public Works to be \$20k for materials, work could be done in house as time allows, double cost if contracted. Wilson to discuss with home owners association.
24	Better trail marking/ safety improvements by Deerlake Rd/AVL Highway, permanent per R5800.	Constituent request for consideration	Discussed with NCDOT on 12/18/25 but no resolution yet. DOT is considering this along with the new roundabout work
25	Deer Lake Crossing Signal Light	Constituent request for consideration	Reviewed with NCDOT on 12/18/25, they promised to give this consideration but no promises were made.
26	Excessive speed on West Main, 200 block due to traffic on Probart rerouting around speed bumps. What traffic control measures can be put in place?	Constituent request for consideration	Just recently completed additional data collection. Review in process.
27	Lack of crosswalk on Broad Street near library	Constituent request for consideration	Will discuss with NCDOT
28	Varying speed limits on Broad, one small section speeds up. Can they be made the same?	Constituent request for consideration	Will discuss with NCDOT
29	Silverstein between Caldwell and Aiken	Constituent request for consideration	Will discuss with NCDOT
30	Review intersection of Carver Street and Oakdale Street and Cashiers Valley Road below MJCCC	Constituent request for consideration	Alternatives under discussion with TCWT
31	102 East French Broad - Excessive Speed	Constituent request for consideration	Police Department to conduct data collection
32	Cross walk needed at or near intersections of Whitmire, King St, French Broad Ave and Railroad	Constituent request for consideration	Has been discussed with the City's Traffic Engineer, more conversation and a site visit is needed.
33	Review Intersection of Main Street, Thomas St, North Ln, and James St.	Constituent request for consideration	Has been reviewed by the City's Traffic Engineer, more details to follow. As time allows city staff to convert Yield sign on Thomas to Stop sign and trim bushes and trees near this intersection along Main St.

34	Cross walk needed at or near intersection of Carver and Oakdale	Constituent request for consideration	Has been reviewed by the City's Traffic Engineer, detail drawings/sketches to follow. Cross walks and stops signs/stop bars to be added	
35	Review intersection of East Main Street, Wilson Road and Greenville Highway	Constituent request for consideration	Has been discussed with the City's Traffic Engineer and NCDOT, detail drawings/sketches to follow.	
	RESOLVED OR COMPLETED ITEMS			
1	Jailhouse Hill Line Painting	Constituent request for consideration	Completed	NCDOT
2	Line Painting in front of Ingles	Constituent request for consideration	Completed	NCDOT
3	Railroad Avenue parking	Public hearing 8/4 for code changes prohibiting on-street parking along Railroad	Complete	
4	Crosswalk Indicators not working, French Broad/Caldwell	Constituent request for consideration	Complete	
5	Crosswalk Indicators not working, French Broad/Broad	Constituent request for consideration	Complete	
6	Crosswalk Indicators not working, Main/Caldwell	Constituent request for consideration	Complete	NCDOT
7	Reflective Tape on Benches at Jordan Street Bump Out	Constituent request for consideration	Complete	Will be reviewed again later if deemed problematic
8	Bicycle Accident Barclay Road due to Ignored Road Closure Barricades	Constituent request for consideration	Complete	NCDOT - Estimated Completion by 10/1/25
9	Jake Brake Signs	Constituent request for consideration	Complete	
10	Railroad/McClean path crossing improvement	Replace one-sided RFBs with two-sided, create ADA accessible "landing pads" on both sides of crosswalk	Complete	
11	Excessive speed on Maple. What traffic control measures can be put in place?	Constituent request for consideration	Complete	Traffic data was collected. Based on the traffic data it was decided that no new measures were needed at this time.

TECHNOLOGY SUPPORTING PUBLIC SAFETY

PR updates community and successes



PROPOSED ALPR POLICY UPDATES

GENERAL ORDER 400-32

ALPR data may only be shared for legitimate law enforcement purposes

Can only be requested by law enforcement agency or prosecutorial body

The ALPR coordinator will prepare and submit annual report no later than January 31st. The report will notate:

Program effectiveness	Potential training needs	Necessary policy changes or updates	Any issues found with audits and/or queries
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The Chief of Police will submit an annual report to the Public Safety Committee no later than February 28th. The annual report will contain at a minimum:

Total plate reads	Total hot list alerts	Stolen vehicle recoveries	Missing persons located and missing person cases assisted	Criminal investigations aided	Number search warrants conducted	Number of arrest warrants obtained
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Your community's data stays under your control.

Axon helps agencies investigate crime while protecting citizen privacy through agency ownership, secure technology, and responsible data practices.

PRIVACY & TRUST

01 Agency-Owned Data

Vehicle data collected by Outpost and Lightpost belongs to the agency that collects it — never to Axon.

- The agency owns its ALPR data, not Axon.
- The agency decides who can access it.
- The agency sets how long it is retained, subject to local policy and applicable law.
- The agency decides whether to share it with other law enforcement agencies.
- Axon provides the technology — not ownership of the information.

03 Privacy Safeguards

Encryption
Data is protected during transmission and storage.

Role-Based Access
Only authorized personnel can access data.

Audit Logs
User activity can be logged for accountability.

CJIS-Aligned Security
Designed to support law enforcement security requirements.

Agency-Controlled Permissions
Each agency controls who can view or search data.

04 Responsible Information Sharing

Vehicle information can be shared only when participating agencies choose to share it, for legitimate law enforcement purposes. Sharing supports investigations — not commercial use.

Sharing is agency-controlled — not vendor-controlled.

05 Public Safety with Privacy in Mind

Communities expect both effective policing and responsible stewardship of sensitive information. Axon believes those goals work together, not against each other. Vehicle Intelligence is designed to support investigations while helping agencies maintain public trust through secure, transparent data practices.

Frequently Asked Questions

Does Axon sell ALPR data to insurance companies?	Who owns the data?	Can other agencies see my vehicle information?	Can anyone inside an agency see all ALPR data?	Is my information used for advertising or marketing?
No. Axon does not sell vehicle data to insurance companies, advertisers, or commercial data brokers.	The agency. Axon provides the technology platform; agencies control their own data.	Only if shared. Only if the collecting agency chooses to share with authorized law enforcement partners for legitimate purposes. Axon does not control that decision.	No. Access can be restricted through agency-defined permissions and role-based access controls.	No. Axon does not use ALPR data for advertising, marketing, or commercial profiling.

Peace of Mind by Design

- Agency-Owned Data
- Secure by Design
- Controlled Access
- No Commercial Data Sales
- Built for Public Safety

AXON ACCOUNTABILITIES ASSURANCES

LOCAL SUCCESS STORIES TRANSYLVANIA COUNTY SHERIFF'S OFFICE

- Missing Person Cases Assisted: 21 (7 found locally / 14 assists)
- Suicidal Persons – able to locate numerous subjects with suicidal ideations and make contact before self-harm
- Identify and locate several wanted persons
- Recovered multitude of stolen vehicles
- Recovery of thousands of dollars worth of stolen goods
- Identified suspect responsible for shooting into home

LOCAL SUCCESS STORIES HENDERSON COUNTY SHERIFF'S OFFICE

- On 05/18/2026, HCSO tracked a suspect in the homicide of a minor.
 - Didn't have a vehicle registration number but had a vehicle description.
 - Ran ALPR searches of vehicles until we found one matching the description that was constantly going further from NC and towards Mexico.
 - Linked up with Louisiana SHP, who had assisted us during Helene, and ended up getting the vehicle stopped just short of LA / TX state line.
- In December 2024, HCSO received notification of a wanted suspect from Krenshaw Co. SC, subject was wanted for murder.
 - Used that to locate the suspect vehicle and perform a stop. A foot pursuit resulted from this stop and an arrest with extradition back to SC.
- Between May 1, 2025, and May 26, 2026
 - Missing Persons Located: 2
 - Arrests: 46
 - Stolen Vehicles Recovered: 16
 - Stolen Firearms Recovered: 1

LOCAL SUCCESS STORIES HENDERSONVILLE POLICE DEPARTMENT

- Detectives used ALPRs to identify and track a vehicle that was used in a gas station robbery resulting in two people being charged with the robbery.
- Traffic units used ALPRs to identify and track down the operator of a vehicle who struck a building and left the scene.
- Officers used ALPRs to locate and arrest an individual wanted for felony assault.
- Officers used ALPRs to locate an elderly male in the early stages of dementia who had left his home without any means of being tracked. He was located within 30 minutes.
- Officers used ALPRs to locate a missing juvenile who had uncharacteristically left work without notification to parents.

REGIONAL SUCCESS STORIES

Wake County ALPR Success Stories

Peer agency outcomes showing investigative value and public safety impact

Common outcomes

Recovered vehicles • arrests • missing persons • firearms • stolen property

Holly Springs

Stolen vehicle + missing persons

Recovered a stolen vehicle tied to drugs, an illegal firearm, and stolen credit cards. ALPR also supported missing person cases involving elderly residents and mental health crises, and helped solve a Bass Lake vehicle break-in through a shared-network query.

Apex

Wanted subjects arrested

An alert on a vehicle tied to criminal activity entering town near NC 55 and James Street led to the swift arrest of three wanted subjects facing identity theft, possession of stolen property, and habitual larceny charges.

Wake Forest

Immediate stolen vehicle recoveries

Within the first 24 hours of activation, officers recovered three stolen vehicles. The program later helped locate missing juveniles, firearms, and individuals with active warrants.

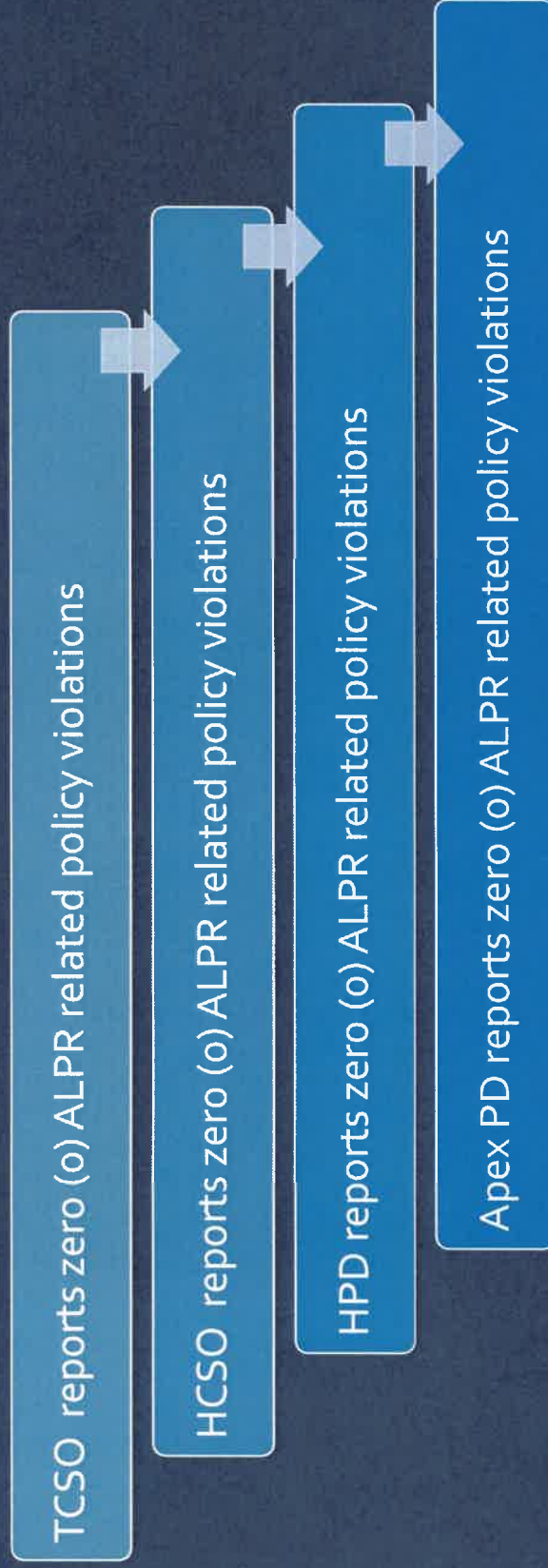
Garner

Hit-and-run suspect interdiction

Used the network to track and apprehend suspects in a major hit-and-run crash involving a toddler and an adult. Officers identified a stolen vehicle, seized illegal handguns, and maintained strong stolen vehicle/property recovery outcomes.

Key take-away: shared ALPR networks can turn vehicle data into faster recoveries, safer interceptions, and stronger case closure.

ACCOUNTABILITY





QUESTIONS?

STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Proposed Amendment to the City of Brevard Unified Development Ordinance Chapter 17; and the Code of Ordinances Chapter 70 - Fats, Oils and Grease (FOG) Regulations

Speaker: David Todd, Assistant City Manager
Aaron Winans, Wastewater Treatment Plant Superintendent
Emily Brewer, Senior Planner

Prepared by: David Todd, Assistant City Manager

Approved by: Wilson Hooper, City Manager

Background

The City's Wastewater Collection System is permitted through North Carolina Department of Environmental Quality (DEQ). This permit requires that "The Permittee shall develop and implement an educational fats, oils and grease (FOG) program that shall include at least semiannual distribution of educational material targeted at both residential and non-residential users. The Permittee shall also develop and implement an enforceable fats, oils and grease program for non-residential users under which the Permittee can take enforcement against users who have not properly installed, operated and maintained grease traps or grease interceptors as directed or otherwise violated the terms of the enforcement program pertaining to fats, oils and grease. [15A NCAC 02T.0108(b)] ".

The current Code of Ordinances addresses the permit requirement but does so in a very minimal fashion as it does not specify specifically how the City will provide the educational component nor how the City would enforce a violation. As a result, DEQ issued the City a Compliance Finding in April of 2025. The finding specified that an "Enforceable grease control program: Per section I.4 of the permit, the permittee shall develop and implement a Fat's, Oils and Greases (FOGs) enforcement program for non-residential users. Brevard's Sewer Use Ordinance (SUO) does allow the City to take enforcement action against violators who introduce prohibited substances to the collection system per Section 70-141 A. While the permit does not explicitly require routine inspection of grease traps, the City should establish a method for documenting and checking non-residential users' compliance per Section III.1 of the permit. If any of these responsibilities are delegated to another entity, this should be outlined within the City's policy and kept on file for future inspections."

The current FOG program primarily consists of outreach and education and does prohibit the introduction of FOG into the sewer system but lacks inspection and enforcement protocols. For example, previously the City had mailed FOG flyers with customer water bills, but this has not happened for a few years. Our permit requires semiannual distribution of educational materials to both residential users and nonresidential users. Another example is that the Code of Ordinances states that "Any waste or water containing

fats, wax, grease or oil in excess of 100 mg/L, as determined by results of the Freon extractable test, and the reasonable interpretation of test results, and/or auxiliary tests, to exclude from the measurement values which do not represent fats, wax, grease and oil” is a restricted discharge but the Code of Ordinances fails to spell out inspection protocols or failure to comply enforcement measures.

In addition, the City’s current UDO is silent on FOG.

Text amendments are needed to both the UDO and the Code of Ordinances to bring the City into full compliance with our Wastewater Collection System permit. A Public Hearing was held at the August 17, 2026 City Council meeting.

Discussion

After much discussion with Public Works Staff, Planning Staff, the PW Committee, and DEQ, the attached proposed text amendments to both the UDO and Code of Ordinances are being recommended to City Council for approval. In short, the UDO would add language referring to the Code of Ordinances, Chapter 70, Utilities to address FOG. The Code of Ordinances would be revised to more specifically define FOG and methods and requirements to prevent it from entering the Wastewater Collection System, add language to better address and define the educational component, add language to define the City ‘s inspection requirements and enforcement measures, along with language describing how enforcement actions could be appealed.

It should be noted that the current North Carolina Building Code requires grease interceptors (Traps, Interceptors and Separators) or automatic grease removal devices on all commercial food preparation areas, restaurants, cafeterias, bars, hospital kitchens, and hotel kitchens. This is interpreted to include areas like day care facilities and churches.

The FOG program will have the least amount of impact on new construction. The program will likely find, through inspections, that many existing food service establishments (FSEs) have the required grease traps but are not maintaining them as required, resulting in an enforcement action, that if not corrected, could lead to a financial penalty. Lastly, much older establishments may find it necessary to modify their plumbing to add interceptors for pot sinks, pre-rinse sinks, wok stations, soup kettles, automatic hood wash units, dishwashers lacking a pre-rinse sink, and floor drains located in kitchens and food preparation areas.

If the FOG Program as proposed is approved by Council, Staff intends to start with a soft implementation consisting of notification of the program in water bills. The notification would be followed by questionnaires sent to all know FSEs. Next steps would include personal follow up by staff to remind FSEs of the program and offer assistance in completing the questionnaire. Starting 4- 6 months after program approval, staff, via the FOG Program Coordinator, will begin conducting inspections of FSEs and other suspected FOG contributors. Initial inspections will result in a Tier 1, No Civil Penalty, Notice of Violation. Consecutive inspections over the following 6 months to a year could result in higher Tier Enforcement Actions if no effort or inadequate effort is being made to resolve

the finding. No Civil Penalties would occur with in the first 12 months of the program conception with the expectation of blatant violations they may be endangering the public health and safety of the environment.

City staff also hopes to work in conjunction with the County Health Inspector and Building Inspector to identify where issues are or might occur.

The PW Committee reviewed the proposed FOG Program along with the proposed/recommended text amendments and recommended their approval. The Planning board has reviewed and approved the proposed/recommended text amendments to the UDO.

Fiscal Impact

The FOG Program Coordinator position was created by reclassifying a position at the WWTP in FY26. This reclassification will had an approximate \$5,000 impact on the FY27 Budget. Staff are in the process of upfitting the FOG Program Coordinator position with some inspection equipment and testing tools and providing additional FOG related training. In total these items are estimated to cost less than \$10,000 and will be funded by the WWTP Operating Budget.

Action

Staff requests Council take one of the following actions:

1. Approve the Unified Development Ordinance and Code of Ordinances amendments as presented; approve the corresponding ordinance resolution.
2. Modify the proposed amendments and approve as modified; approve the corresponding ordinance resolution.
3. Table the matter and send back to PW Committee for further refinement.
4. Reject the proposed amendments.

Attachments:

1. FOG Program Updates Power Point for Council Presentation 8-13-2026
2. Proposed Unified Development Ordinance Chapter 17 Text Amendments 8-13-2026
3. Proposed Code of Ordinances Chapter 70 Utilities Text Amendments 8-13-2026
4. Ord_2026-XX Amending UDO and Code of Ordinances - FOG Regulations

FOG Program Updates

Fats, Oils and Grease

NC DEQ Mandatory Updates to Our Program

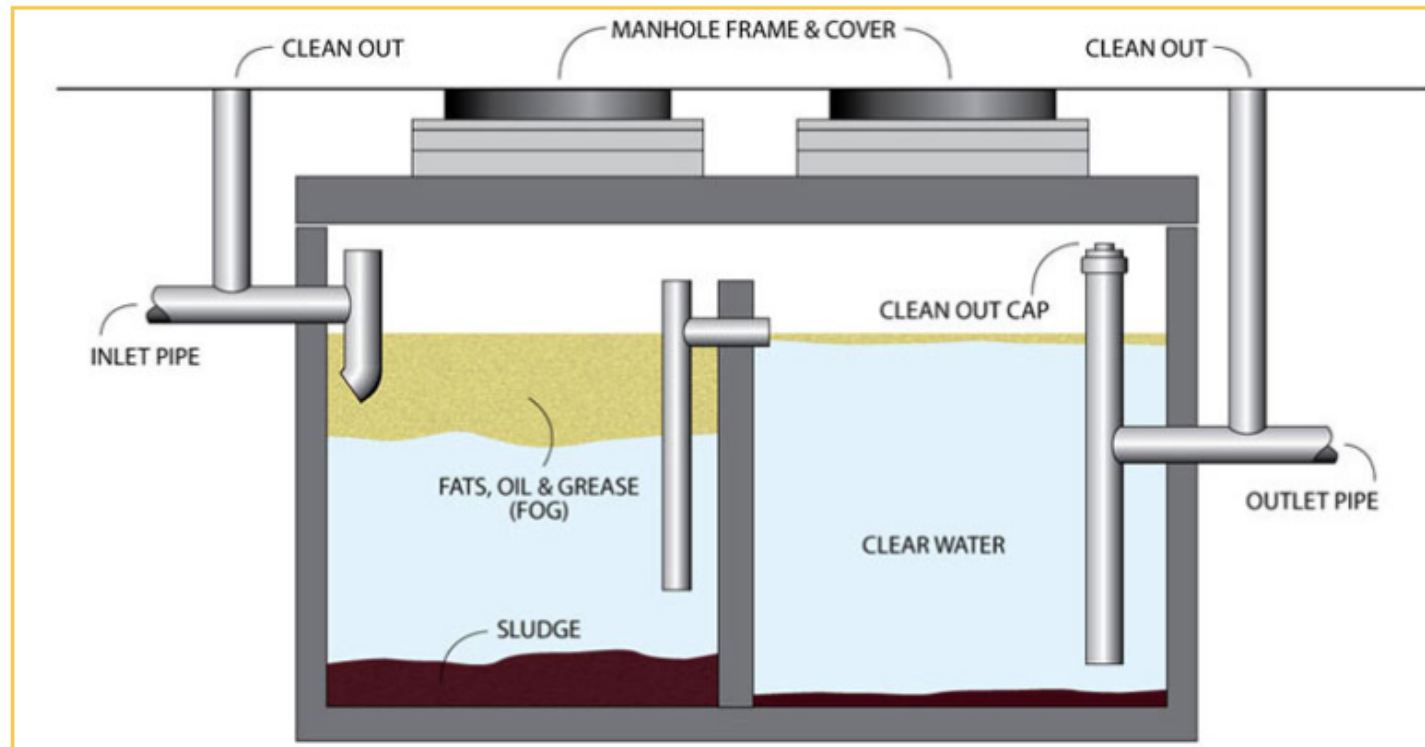
Must be an Enforceable Program

What does FOG do to our Sewer Collection System?



How do you prevent FOG?

- Don't put fats, oils or grease down the drain!
- Install grease traps or interceptors to catch any residual, sundry or accidental spills of FOG, **commercial applications only does not apply to residence**



Why update our FOG Program now?

Our permit says we are required to have a FOG program and DEQ had a compliance finding in April of 2025

What our Permit Says:

The Permittee shall develop and implement an educational fats, oils and grease program that shall include at least semiannual distribution of educational material targeted at both residential and non-residential users. The Permittee shall also develop and implement an enforceable fats, oils and grease program for non-residential users under which the Permittee can take enforcement against users who have not properly installed, operated and maintained grease traps or grease interceptors as directed or otherwise violated the terms of the enforcement program pertaining to fats, oils and grease. [15A NCAC 02T.0108(b)]

DEQ Compliance Finding of April 2025:

Enforceable grease control program: Per section I 4 of the permit, the permittee shall develop and implement a Fat's, Oils and Greases (FOGs) enforcement program for non-residential users. Brevard's Sewer Use Ordinance (SUO) does allow the City to take enforcement action against violators who introduce prohibited substances to the collection system per Section 70-141 A. While the permit does not explicitly require routine inspection of grease traps, the City should establish a method for documenting and checking non-residential users' compliance per Section III 1 of the permit. If any of these responsibilities are delegated to another entity, this should be outlined within the City's policy and kept on file for future inspections.

What does our UDO and Code of Ordinances currently say?

Unified Development Ordinance

The current UDO is silent on FOG.

PART II: CODE OF ORDINANCES

CHAPTER 70. UTILITIES

Cross reference(s)—Buildings and building regulations, CHAPTER 18; poles, wires and conduits, § 62-91 et seq.

State law reference(s)—Municipal authority to operate public utilities, G.S. 160A-312.

ARTICLE III. SEWER SYSTEM

State law reference(s)—Wastewater systems, G.S. 130A-333 et seq.

70-92. Restricted discharges.

No person shall discharge or cause to be discharged the following described prohibited substances, materials, waters or wastes if it appears likely in the opinion of the manager that such wastes can harm either the sewers, wastewater treatment process or equipment, can have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the manager will give consideration to such factors as quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant, and other pertinent factors. The substances prohibited are:

- A. Any liquid or vapor having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius) or that causes wastewater entering the wastewater treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius).
- B. Any waste or water containing fats, wax, grease or oil in excess of 100 mg/L, as determined by results of the Freon extractable test, and the reasonable interpretation of test results, and/or auxiliary tests, to exclude from the measurement values which do not represent fats, wax, grease and oil.

Our Current FOG Program

- Our current FOG Program primarily consist of outreach/education.
- In the past we have mailed FOG pamphlets with Water bills, but this has not been done in the last several years. Per our permit and current compliance finding this should be done twice per year.
- Our primary outreach/education component at present is on the City's website [City of Brevard Fats Oils and Grease Program](#)

Revised UDO Language

This language has been approved by the Planning Board and is pending City Council Approval on 8/3/2026



Code of Ordinances and UDO



Code of Ordinances and UDO

CHAPTER 17. DEVELOPMENT PLAN REQUIREMENTS

17.6. Construction document requirements.

The construction documents for site plans, conditional rezoning plans, special use plans, major subdivisions, vested rights, and master plans shall be submitted in accordance with the specifications of this section except where specifically noted. Construction documents shall constitute the complete submittal requirements for site plans and preliminary plats required prior to construction.

The size and number of completed application submittal copies required shall be set by the administrator. No certifications other than the certificate of survey and accuracy as in Section 17.7.J and the seal of the professional designer must be provided in connection with the submission.

Construction drawings must be drawn to the following specifications and must contain or be accompanied by the applicable information listed below. All plans shall be submitted at a scale not less than one inch = 50 feet unless otherwise authorized by the administrator. No processing or review of construction documents will proceed without all of the following information:

V. Supplemental plans as applicable:

1. Landscape plan in accordance with Section 17.9.
2. Tree preservation plan in accordance with Section 17.9.
3. Lighting plan in accordance with Section 17.10.
4. Architectural plans in accordance with Section 17.11.
5. Traffic impact analysis (if required) in accordance with Section 17.12.
6. Floodplain development information (if required) in accordance with Section 17.13.
7. Stormwater management concept plan in accordance with Section 17.13.
8. Fats, oils, and grease (FOG) control plan in accordance with CHAPTER 70 of Brevard City Code of Ordinances.

Revised Code of Ordinances Language

Approved by the PWUIC on 8/5/2026

- Current Code of Ordinance
<https://online.encodeplus.com/regs/brevard-nc/doc-viewer.aspx#secid--1>
- [Proposed Revised Code of Ordinance with FOG Program Updates](#)

Newly Adopted Fee Schedule as part of the FY 26-27 Budget

Tier	Administrative Penalty
Tier 1	No Civil Penalty; Notice of Violation (NOV)
Tier 2	Up to \$500 Civil Penalty; NOV
Tier 3	\$750 to \$1,500.00 Civil Penalty; NOV; Consent Agreement;
Tier 4	\$1,500.00 to \$3,000.00 Civil Penalty; NOV; Consent Order or Administrative Order
Tier 5	\$3,000.00 to \$10,000.00 Civil Penalty; NOV; Administrative Order; Public Notice
Tier 6	\$10,000.00 to \$25,000.00 Civil Penalty; NOV; Show Cause Order; Public Notice; Possible Termination of Services
Tier 7	\$10,000.00 to \$25,000.00 Civil Penalty; NOV; Show Cause Order; Public Notice; Termination of Services
SSO	In addition, to the civil penalties stated above the District may recover any operational cost associated with the removal and cleanup of an SSO. If any penalties or fines are assessed against the District by the State of North Carolina or EPA as a result of a SSO, the penalties or fines may be passed along to the perpetrator.

Roll Out and Communication Plan

- New FOG Coordinator position was created and filled in April of 2026. This position was created by taking an existing position and redefining the job duties.
- In the process of purchasing needed tools and test equipment as well as repurposing a vehicle dedicated to the FOG Coordinator.
- Work with Wastewater Collection System ORC to identify low hanging fruit by concentrating on specific basins of concern first.
- Developed a “customer” questionnaire to help us understand current level of FOG compliance with individual businesses and prioritize these concerns. The questionnaire will serve as a heads up that inspections are coming.

What does the updated FOG Program implementation and enforcement look like in action??

Update UDO

Update Code of Ordinances

Updated Fee Schedule, already in place

More robust communication plan consisting of mailing FOG brochures twice a year

Distribution of FOG Questionnaires to current “customers”

Based on priority finding develop and inspection schedule and begin inspections within 6 months but postponing full utilization of the Fee Schedule for 1 year.

Work with “customers” to reduce or eliminate their FOG contribution to the collection system by ensuring systems are both installed and maintained.

Nurture relationship with Transylvania County Department of Health as they are responsible for restaurant inspections and may find issues we can help address.

Develop a list resources related to grease trap installation, maintenance and repair and coordinate distribution with the County Building Inspection and Health Department

Possible Outcomes

- Reduction of Sanitary Sewer Overflows (SSOs aka DEQ Findings) due to blockage, backups and overflows of the wastewater collection system.
- Reduction of BOD and TSS at the WWTP
- Reduction of odor from reduction of FOG which produces hydrogen sulfide aka....smells bad...
- Labor cost savings to the City due to fewer blockages in the collection system and problems at the lift stations
- Fewer Health Department inspection violations....possibly resulting in cleaner restaurants
- Possible costs to business owners for revitalizing, cleaning, maintaining or installing FOG collection systems

Next Steps

- PWUI Committee recommends City Council adopt the proposed UDO and Code of Ordinance Changes
- City Council to adopt UDO and Code of Ordinance revisions of suggest revisions to the plan
- Begin implementation of the new “Enforceable FOG Program



CHAPTER 17. DEVELOPMENT PLAN REQUIREMENTS

17.6. Construction document requirements.

The construction documents for site plans, conditional rezoning plans, special use plans, major subdivisions, vested rights, and master plans shall be submitted in accordance with the specifications of this section except where specifically noted. Construction documents shall constitute the complete submittal requirements for site plans and preliminary plats required prior to construction.

The size and number of completed application submittal copies required shall be set by the administrator. No certifications other than the certificate of survey and accuracy as in Section 17.7.J and the seal of the professional designer must be provided in connection with the submission.

Construction drawings must be drawn to the following specifications and must contain or be accompanied by the applicable information listed below. All plans shall be submitted at a scale not less than one inch = 50 feet unless otherwise authorized by the administrator. No processing or review of construction documents will proceed without all of the following information:

- A. The boundary, as determined by survey, of the area to be subdivided with all bearings and distances shown and the location within the area, or contiguous to it, of any existing streets, railroad lines, water courses, easements, bridges, floodplains, or other significant features of the tract.
- B. Scale in feet denoted both graphically and numerically with north arrow and declination.
- C. A sketch vicinity map at a scale no smaller than one inch equals 1,200 feet showing the relationship between the proposed subdivision and surrounding area.
- D. Environmental survey in accordance with Section 17.3.
- E. Existing topography and finish grading with contours drawn at two foot intervals. This requirement may be waived for developments smaller than one acre or where insufficient topographic changes warrant such information.
- F. Corporate limits and extraterritorial jurisdiction boundaries (where applicable).
- G. The proposed names of the development and streets, the owner's name and address, signature of the owner or owner's duly authorized agent, the surveyor's name, the names of existing and proposed adjoining subdivisions or property owners, the names of the city, county, and state in which the development is located, the date of preparation, and the zoning classification of the tract to be developed and of adjoining properties.
- H. Proposed lot lines, lot and block numbers, and exact dimensions.
- I. The future ownership (dedication or reservation for public use to a governmental body; for owners to duly constituted home owners' associated, for tenant's remaining in subdivider's ownership of recreation and open space lands).
- J. A statement from the City of Brevard regarding the availability of adequate water and sewer capacity for the proposed development.
- K. The plans for utility layouts, including sanitary sewers, storm sewers, and water lines, illustrating connections to existing systems. All systems shall conform to current city standards.
- L. The location and size of all utility lines, easements, and rights-of-way. Easements shall be provided on all construction documents as follows:



1. *Utility easements:* Easements for underground or above ground utilities shall be provided for and centered along rear or side lot lines, and shall be a minimum of ten feet in width. Easements for water lines, sanitary sewers, and storm drains shall be centered on the pipe and a minimum of 20 feet in width or as required by design manual.
 2. *Drainage easements:* Where a development is crossed by a stream or drainage way, an easement shall be provided conforming with the lines of such stream and of sufficient width as shall be adequate to maintain the overall integrity of the drainage area and provide for its periodic maintenance.
 3. *Landscape easements:* Landscape easements along streets should be designed in accordance with the provisions of [CHAPTER 6](#) and [CHAPTER 8](#). The city may require landscape easements for developments where industrial or commercial uses abut residential uses.
 4. *Public access easements:* Public access easements shall be provided for sidewalks, trails, greenways, and other pedestrian and bicycle facilities that provide connections other than within public rights-of-way.
- M.** The location of proposed buildings, parking and loading areas, streets, alleys, lots, parks or other open spaces, reservations (i.e. school sites), property lines and building setback lines with street dimensions, tentative lot dimensions, and the location of any building restriction areas (i.e. flood hazard areas, watershed protection districts, and/or jurisdictional wetlands. Buildings shown for the purpose of measuring setbacks must reflect these elements when applicable.
- N.** Site calculations shall include total acreage of tract, acreage in parks and other non-residential uses, total number and acreage of parcels, the total number of housing units, area of all mixed-use and non-residential buildings, gross project density per acre, linear feet of streets, and the accurate locations and descriptions of all monuments, markers, and control points.
- O.** The location and dimensions of all off-street parking and loading spaces, and walkways indicating the type of surfacing, size, angle of stalls, width of aisles, and a specific.
- P.** Development permit and certification application with supporting documentation as required by the flood hazard prevention requirements of [CHAPTER 34](#) of Brevard City Code.
- Q.** The location and dimensions of any sidewalks, curb cuts, curb and gutters to be installed along public street frontages, and other required street improvements designated in [CHAPTER 11](#) of this ordinance, or as called for in the Brevard Transportation Plan, the Rural Planning Organization Thoroughfare Plan or Transportation Improvement Program, or other plan or policy of the city. Required right-of-way shall be drawn in the location shown on any official plan at the width specified in this ordinance.
- R.** Typical cross sections of proposed streets showing rights-of-way, pavement widths, grades, and design engineering data for all corners and curves. Where a proposed street is an extension of an existing street the profile of the street shall include 300 feet of the existing roadway, with a cross section of the existing street. Where a proposed street within the subdivision abuts a tract of land that adjoins the subdivision and where said street may be expected to extend into said adjoining tract of land, the profile shall be extended to include 300 feet of the said adjoining tract.
- S.** The location of any existing or proposed demolition landfills in the site. Such sites shall not be used for building.
- T.** A copy of the full soil erosion and sedimentation permit application including forms, plans, and calculations to be submitted to the North Carolina Department of Environmental Quality-Erosion and Sediment Control Office, and a copy of the approval letter prior to site plan or preliminary plat approval.
- U.** Final proposed elevations of all non-single family and duplex buildings proposed for construction as part of this site plan approval. Subsequent buildings within the development may be handled as separate site plans. Such elevations shall include all facades visible from public streets.



V. Supplemental plans as applicable:

1. Landscape plan in accordance with Section 17.9.
2. Tree preservation plan in accordance with Section 17.9.
3. Lighting plan in accordance with Section 17.10.
4. Architectural plans in accordance with Section 17.11.
5. Traffic impact analysis (if required) in accordance with Section 17.12.
6. Floodplain development information (if required) in accordance with Section 17.13.
7. Stormwater management concept plan in accordance with Section 17.13.
- ~~7.~~ 8. Fats, oils, and grease (FOG) control plan in accordance with CHAPTER 70 of Brevard City Code of Ordinances.

W. The following statement shall be placed upon all final construction documents, as applicable:

"Areas delineated upon this plat or plan as a protection area or Special Flood Hazard Areas is subject to limitations upon development as set forth CHAPTER 34 of Brevard City Code, and any development, disturbance, or encroachment is prohibited except in accordance therewith."

In addition to the above required information, the following additional information may be necessary for specific sites as determined by the administrator:

- X.** Where a proposed water and sewer system does not contemplate the use of facilities owned and operated by the city, the proposed facility plans as approved by the appropriate agency, shall be submitted with the construction documents.
- Y.** Where public or community water supply and/or sewerage systems are not available or to be provided, a written statement from the Transylvania County Health Department shall be submitted with the construction documents indicating that each lot has adequate land area and soil conditions suitable to accommodate the proposed methods of water supply and sewage disposal.



CHAPTER 70. UTILITIES

Cross reference(s)—Buildings and building regulations, CHAPTER 18; poles, wires and conduits, § 62-91 et seq.

State law reference(s)—Municipal authority to operate public utilities, G.S. 160A-312.

ARTICLE I. IN GENERAL

70-1. Management and control of water and sewer systems.

- A. *Generally.* The management and control of the water and sewer systems is vested in the city manager, to be governed by the provisions of this chapter and of CHAPTER 2, Article V, Division 3, and the policies established from time to time by the city council.
- B. *Distribution and collection systems.* The city manager shall appoint a superintendent who shall have operational control of the water and sewer distribution and collection systems under the general supervision of the city manager.
- C. *Treatment plants and pumping facilities.* The city manager shall appoint superintendents who shall have operational control of the water and wastewater treatment plants and pumping facilities under the general supervision of the city manager.
- D. *Financial operation.* The finance director of the city is authorized, under the supervision of the city manager, to administer the financial operation of the water and sewer systems. Any person aggrieved by a decision of the finance director shall have the right of appeal to the city manager, who shall have authority to make a final decision on any appeal.

(Code 1980, § 17-1)

70-2. Pertinent provisions of Code to be part of terms of service.

All pertinent provisions of this chapter and of CHAPTER 2, Article V are hereby made a part of the terms and conditions whereby the city shall provide water, sewer and/or garbage and refuse collection service to any consumer, or whereby the city shall make any water or sewer connection or perform work of any kind in connection with the providing of such services.

(Code 1980, § 17-3)

70-3—70-30. Reserved.

ARTICLE II. WATER SYSTEM

70-31. Created.

The city, by virtue of the authority granted by its Charter and by the General Statutes of the state, is authorized and empowered to acquire, provide, construct, establish, maintain and operate a water system for the city and to extend those systems beyond the corporate limits. In accordance with such authority, there is hereby created a water supply and distribution system for the city.



(Code 1980, § 17-21)

70-32. Connection to city system required.

- A. All developed property within the city limits and located within 300 feet of a city water line shall be connected therewith and the property owner shall be charged the prescribed tap fee for all such connections. Request for relief from this requirement for the construction of one single-family home may be made in writing to the city manager. Such relief shall be granted only in situations of demonstrated hardship by the property owner.
- B. Improved property served by wells and annexed by the city shall be connected to the city water system, if within 300 feet, within five years of the effective date of annexation.

(Code 1980, § 17-22; Ord. No. 2018-27, § 1(Att. A), 9-17-18)

70-33. Application for connection.

Any person desiring connection to be made with the city water system shall make application in writing to the finance director, stating the name of the owner of the lot, the location of the lot, the number of the building if there is a number, the number and kind of connections desired and the character of the surface of the abutting street. Every such application shall be signed by the person making the application and shall be accompanied by the appropriate connection fee. Approval of an application for connection shall be issued in the form of a service permit.

(Code 1980, § 17-23)

70-34. Installation of connections; connections to substandard property.

- A. All connections to water lines and the installation of lateral connections to the edge of the public right-of-way in which the main line is located shall be performed only by city personnel or, if specifically approved by the city manager, by a licensed contractor under the supervision of the superintendent of the water and sewer department.
- B. Water connections will not be made to any existing vacant substandard property or any substandard property becoming vacant until such time as the property has been inspected and brought into compliance with the city codes and a certificate of occupancy issued.

(Code 1980, § 17-24)

70-35. Connection charges.

- A. Applicable water tap, meter setting, and capacity system development fees, which are set forth in the schedule of taxes, fees and charges of the annually adopted budget ordinance for the City of Brevard, shall be paid in advance of the tapping of any water main. The specific policies and procedures for the assessment and collection of such fees shall be established by the city manager.
- B. All residents of areas statutorily annexed to the city shall qualify for waiver of the foregoing standard water tapping fees and charges provided such residents make proper application and complete connections within 12 calendar months of the date water utilities are available for tapping. The public servicesworks director shall provide written certification to city council of the date such utility lines become available for connection, thereby, fixing the date from which residents are allowed to connect without payment of connection charges. All residents who do not connect within the 12-month waiver period must pay all fees and charges as prescribed herein.



- C. Water capacity system development fees are to be deposited in the city's capital reserve fund to recover costs associated with water system capacity development.
- D. For purpose of assessing water capacity system development fees, the assumed usage for a residential unit shall be 375 gallons per day. The term "residential unit" shall be deemed to be an individual single family living unit whether such unit shall be a freestanding house, an apartment, a condominium or any other residential structure.
- E. Non-residential users will be assessed water capacity system development fees based on the number of 375 GPD units of water consumed and will pay the full cost for any fraction of a residential equivalent. Water capacity system development fees may be assessed utilizing the best available information, including but not limited to historical use data for similar uses, and an engineer's signed and sealed estimate of projected water use. In the absence of such information, the administrator shall base sewer capacity impact such fees upon North Carolina Administrative Code 15A NCAC 02T.0114 Wastewater Design Flow Rates.

(Code 1980, § 17-25; Ord. No. 6-97, § 2, 3-3-97; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11; Ord. No. 2013-08, § 01(Exh. A), 8-19-13; Ord. No. 2014-02, § 01, 2-17-14; Ord. No. 2020-23, § 1(Exh. A), 10-19-20)

70-36. System extensions.

Extensions of the water system shall be in accordance with [CHAPTER 2, Article V, Division 3](#). Connections shall be in accordance with [CHAPTER 2, Article V, Division 3](#), or as elsewhere set forth in this article.

(Code 1980, § 17-26)

70-37. Meters.

- A. *Required.* A water meter shall be installed at every point of delivery of water from the city water system, the meter to be of such size and type as will most nearly meet the requirements of the service in which it is to be installed. Individually metered service connections shall be required for each individual living unit, whether in a single- or multiple-unit building or mobile home park, and for each commercial or business unit, whether situated in a single- or multiple-unit building.
- B. *Master meters.* However, when a multiunit building or development cannot reasonably accommodate individually metered service connections, master metered service connections may be permitted if the applicant for service can show evidence from the state utilities commission that the proposed multiunit building or development is exempt from state building code requirements prohibiting master meters for utilities. Where master metered service connections are permitted, the applicant for service shall be responsible for all costs associated with master metered connections as determined by the city manager or his designee, all meters shall become the property of the city, all consumption of water and treatment of wastewater shall be paid for by the applicant in accordance with this article, and all utility lines beyond the master meters shall be considered service lines not owned or maintained by the city except that city requirements for fire protection shall be enforced.

(Code 1980, § 17-27)

70-38. Deposit required; amount.

- A. *Deposit required.* Upon receipt of the required application for connection, the applicant shall be required to pay a utility deposit or satisfactorily establish credit with the city before utility service will be approved. Customer utility deposits shall be required as set forth in this section.



B. *Schedule.* Utility deposit fees shall be set forth in the Schedule of Taxes, Fees and Charges.

C. *Residential deposits.*

1. The city may waive the payment of a cash deposit in lieu of and based upon an applicant establishing credit with the city in such cases whereby:
 - a. The applicant owns the premises to be served or other real estate within the city utilizing city utilities, unless the applicant is an unsatisfactory credit risk;
 - b. The applicant demonstrates that he is a satisfactory credit risk by appropriate means which may be quickly and inexpensively confirmed by the city;
 - c. The applicant has been a customer of the city for a similar type of service within a period of 24 consecutive billings preceding the date of application and during the last 12 consecutive billings for that prior service has not had service discontinued for nonpayment of bill or had more than two occasions in which a bill was not paid when it became due; provided the average periodic bill for such previous service was equal to at least 50 percent of that estimated for the new service; and provided further that the credit of the applicant is unimpaired; or
 - d. The applicant furnishes a satisfactory guarantor agency acceptable to the city council to secure payment of bills for the service requested in an amount as prescribed in the city's utility deposit rate fees. If an applicant elects to offer a guarantor agency in lieu of paying a deposit, the city will require a written commitment from the guarantor agency in an amount as mentioned in this subsection. If an applicant becomes delinquent in his utility payments and he is utilizing a guarantor agency, payment will be required of the guarantor agency within 15 days from notice to the guarantor agency that the customer has been delinquent.
2. The establishment of credit under the provisions of this section shall not relieve the applicant for service or customer from compliance with the reasonable regulations of the city, including but not limited to the prompt payment of bills and the rules for discontinuance of service for the nonpayment of bills due for service furnished. Other applicants for new residential utility service shall be required to make a deposit guaranteeing payment of charges for utility service as provided in this section.
3. The city shall require a deposit from a customer who was not required to make a deposit when he applied for the obtained new residential utility service if during any consecutive 12 billings for that prior service the customer:
 - a. Had service discontinued for nonpayment of bill;
 - b. Had more than two occasions in which a bill was not paid when it became due; or
 - c. Had one of his checks given in payment of a bill dishonored.

The city may require any customer who has had a check dishonored in payment of a bill to pay all utility bills in cash only.

- D. *Business, commercial and industrial deposits.* Applicants for new business, commercial or industrial utility service shall be required to make a deposit guaranteeing payment of charges for utility service or for reestablishment of service. In accordance with subsection (b) of this section, the city shall have the right to require such customers to adjust such deposits after the expiration of any four consecutive billing periods to reflect actual rather than estimated usage.
- E. *Exemptions.* Colleges, public schools, hospitals and public agencies customers shall be exempt from furnishing deposits.

(Code 1980, § 17-28; Ord. No. 32-97, § 1, 8-18-97; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11)



70-39. Refund of deposits.

- A. Existing residential customers may apply for and receive refunds of their deposit, or have their deposits credited to their accounts, if such customer during the last 12 consecutive billing periods for prior service has not:
1. Had service discontinued for nonpayment of bill;
 2. Had more than two occasions in which a bill was not paid when it came due; or
 3. Had one of his checks given in payment of a bill dishonored.

The deposits of existing residential customers who are not entitled to a refund of their deposit under this section shall continue to be held by the city until such customer qualifies for refund or until service is discontinued or terminated.

- B. The city shall have the right to refund the deposits of residential customers who qualify for refunds but who do not apply for such refunds or to credit their accounts with the amount of the deposit. The deposits of existing business, commercial or industrial customers shall not be subject to refund and shall continue to be held by the city until service is discontinued or terminated.

(Code 1980, § 17-29)

70-40. Disposition of deposits.

Utility deposits shall be placed and kept in a separate account by the finance director and deposited in a separate bank account, and the deposit so made by each person shall be returned to the user whenever the use of city water shall be discontinued; provided, however, that the deposit so made shall be as security to the city for any unpaid water service charges, and, upon discontinuing the use of water or the water being cut off for failure to pay water rent as prescribed in this article, the finance director shall be authorized to pay over to the collector of water rents from the sum so deposited an amount equal to the charges due the city for water. When service is terminated and the account satisfactorily closed, the deposit shall be returned to the person in whose name the account is recorded. The city shall not pay interest on funds held as deposits.

(Code 1980, § 17-30)

70-41. Consumption basis of charges.

All charges for water delivered to any consumer from the city water system shall be based upon the number of gallons per month delivered to the consumer at the point of connection to the city distribution system.

(Code 1980, § 17-31)

70-42. Service charge schedule; billing.

- A. The schedule of water and sewer rates, including service outside the corporate limits, shall be set forth in the schedule of taxes, fees and charges. The specific policies and procedures for the collection of water and sewer rates shall be established by the city manager.
- B. Meters shall be read in accordance with the schedule of taxes, fees and charges. Bills shall be submitted monthly and shall be payable by the tenth of the month in which the bill is due.

(Code 1980, § 17-32; Ord. No. 40-96, § 1, 11-18-96; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11)



70-43. Basis of charges for multiple dwelling units on single connection.

Where more than one family dwelling unit is provided with service through a single service connection, the charges for service shall be the greater of:

- A. The number of family dwelling units served times the minimum charge as shown in the current water rate; or
- B. The actual charge determined for the quantity of metered water consumed.

(Code 1980, § 17-33)

70-44. Basis of charges for newly constructed condominiums.

For newly constructed condominiums, the total metered consumption serviced by one meter shall be divided by the number of units in the complex and each unit shall be figured separately at the regular metered rate with one total billing being mailed to the person in charge.

(Code 1980, § 17-34)

70-45. Responsibility for payment of charges for premises with multiple water connections.

- A. Where there is not provided a separate service connection for each building situated on any given lot or parcel of land, the owner of such lot or parcel of land shall be responsible for the payment of charges for water supplied to all such buildings on the lot or parcel.
- B. Where separate service connections are not provided to every occupancy unit or tenant with a multi-tenant building, the owner of the building shall be responsible for the payment of all charges for water service to the building.

(Code 1980, § 17-35)

70-46. Delinquent accounts; disconnection of service.

- A. *Generally.* Water customers shall not be contacted personally in an effort to collect overdue bills; rather, on the 21st day of the month, if payment has not been received, the late payment fee approved by the city council and maintained in the office of the city clerk shall be added to the bill; on the 28th day of the month, if payment has not been received, the water shall be subject to being cut off. Water cut off under this section shall not be restored until all overdue bills are paid. Fees to disconnect or restore service shall be set forth in the schedule of taxes, fees and charges.
- B. *Dispute of amount of bill.* Any customer disputing the correctness of his utility bill shall have a right to a hearing before the finance director, who shall have authority to delay cutoff and make a determination in any dispute. The customer shall be responsible for all water which passes from the city's water meter to the customer's service line, whether used or wasted. The finance director shall have the authority to adjust a customer's bill when a bona fide leak has occurred and the customer has corrected the malfunction. Before an adjustment is made, the finance director must receive written documentation acceptable to the city of the repair or correction of the malfunction, i.e., a copy of the repair bill for the subject repairs. Any adjustments shall apply to no more than the latest two-month period and be based upon an average bill determined by the finance director from the customer's previous 12-month consumption rate.



- C. *Hardships.* The finance director is authorized to extend the time allowed for payment of a delinquent account to avoid cutoff for a period not to exceed 30 days in those instances where a bona fide hardship case exists. A bona fide hardship case shall be deemed to exist if an account holder obtains written confirmation of such hardship, addressed to the city finance director, from an established and recognized social welfare agency such as the county department of social services, church outreach programs, or local charity organizations.
- D. *Disconnection fee; forgiveness of charges.*
1. When water service is disconnected due to nonpayment of charges, a cut-off fee shall be charged, which fee shall be set forth in the schedule of taxes, fees and charges of the annually adopted budget ordinance for the City of Brevard. The cut-off fee shall be charged and collected once the city has dispatched its service person for the purpose of disconnection of utility service, whether or not the service person is intercepted by the customer and whether or not the actual disconnection is performed. A separate returned check fee will further be made for any check received in payment of a utility bill which is dishonored by the bank upon which the check is drawn, which fee shall be set forth in the schedule of taxes, fees and charges.
 2. When, upon the request of the customer, water service is discontinued and the customer account is temporarily closed, a cut-on fee shall be charged as approved by city council and maintained on file in the office of the city clerk, for the restoration of service, except that this fee shall not be charged when the temporary interruption of service is needed for repair of the water system on the customer side of the meter. Such fee shall be set forth in the schedule of taxes, fees and charges.
 3. The city manager or finance director is hereby authorized to forgive charges for water, sewer or garbage that are less than \$100.00.

(Code 1980, § 17-36; Ord. No. 22-96, § 1, 6-3-96; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11)

70-47. Turning on water without authority.

It shall be unlawful for any person to turn on the water to any premises when the premises has been cut off by the city for nonpayment of water charges, or for any other reason. All vacant buildings shall be presumed to have the water turned off by the authorities of the city for the purpose of this section, and any person using water in a newly occupied building without authority from the city shall be presumed to have turned the water on without authority from the city.

(Code 1980, § 17-37)

70-48. Unauthorized use of water.

Should any person use water from the city water system from other than a city-approved point of service, a bill will be made against the person or premises for the estimated water used, or the quantity shown to have been used by the meter, and the water turned off and not turned on until the bill is paid, together with applicable cut-off and cut-on fees as set forth in the schedule of taxes, fees and charges. This will apply to any property owner allowing water to be illegally used on his or her premises.

(Code 1980, § 17-38; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11)

70-49. Right of city to shut off water in mains.



The city reserves the right at any time to shut off water in the mains in case of accident, or for the purpose of making connections, alterations or repairs. The city will not be liable for any damage that may result to consumers for shutting off water service for any cause whatsoever, even in a case where no notice is given, and no reduction from water bills will be made therefor.

(Code 1980, § 17-39)

70-50. Trespassing on, injuring or polluting watershed or reservoir premises.

It shall be unlawful for any person to go upon the watershed or reservoir premises of the city without permission of the city council, to deposit any excreta or carcass of any dead animal or allow any animal to stray thereon, to set fire to any part thereof, to set fire to any adjoining territory so that such fire may spread and burn over such areas without giving prior notice thereof to the city manager, to damage or remove any post or fence around such areas, to throw any substance whatsoever in the reservoirs or the streams which feed the reservoirs, to go over or along the water line between the intake and the reservoirs without written permission of the city manager, or to interfere with or pollute or attempt to pollute any part of the watershed or water at any point or upon the watershed, the intake, the line between the intake and the reservoirs or the reservoirs. Violation punishable as a misdemeanor with fine up to \$500.00 per G.S. 14-4(a).

(Code 1980, § 17-40; Ord. No. 2021-48 , § 1(Exh. A), 11-15-21)

70-51. Damaging or tampering with facilities; obstructed meters.

It shall be unlawful for any person to damage, injure, destroy or tamper with any of the pipes, mains, valves, gates, hydrants, boxes, meters or other fixtures or appurtenances belonging to or connected to the city water system. Meters and meter boxes shall not be covered with dirt, trash or parked vehicles, or be obscured in any other way. Whenever it is necessary that city personnel must search for and uncover a meter box and meter in order to read the meter, a meter location charge as set forth in the schedule of taxes, fees and charges shall be automatically added to the monthly bill. Violation punishable as a misdemeanor with fine up to \$500.00 per G.S. 14-4(a).

(Code 1980, § 17-41; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11; Ord. No. 2021-48 , § 1(Exh. A), 11-15-21)

70-52. Wells.

- A. *Permit required.* Whenever a property owner desires to install a well within the city for any purpose whatsoever, a permit shall first be obtained from the Transylvania County Department of Environmental Health and the City of Brevard. The city permit fee shall be set forth in the schedule of taxes, fees and charges.
- B. *Interconnections with city system.* It shall be unlawful to permit any connection whatsoever, including valved connections, between the well water system and the city water system. The public **servicesworks** director and the code enforcement officer shall have the right and authority to conduct periodic inspection of any well that is situated within 300 feet of any city water line to identify interconnections. Where an interconnection condition is found, water service will be terminated immediately and not restored until such time that the public **servicesworks** director is satisfied that the interconnection has been permanently eliminated.
- C. *Compliance with section 70-32 required.* Properties served by wells shall maintain compliance with Section 70-32 of this chapter. Wells within the corporate limits of the City of Brevard, which are situated within 300 feet of any city water line, shall not be utilized for human consumption, which includes drinking, bathing, cooking, dishwashing and maintaining oral hygiene, or other similar uses.

(Code 1980, § 17-42; Ord. No. 12-2011, § 7(Exh. G), 6-20-11, eff. 7-1-11)



70-53. Cross connection control policy.

In compliance with the ~~federal~~Federal Safe Drinking Water Act of 1974, as amended, all cross connections and interconnections of the city water system shall be governed by applicable provisions of this article and the city's cross connection control policy. The city's cross connection control policy, as may be amended from time to time by the city council, is adopted by reference as though fully set forth within this article. This policy shall regulate all such connections and provide for backflow prevention into the system for purposes of protecting the public health of all citizens and utility customers of the city.

(Code 1980, § 17-43)

70-54—70-~~8060~~. Reserved.

ARTICLE ~~IV~~III. WATER SHORTAGE RESPONSE PLAN

70-~~12761~~. Declaration.

Whenever the water supply of the City of Brevard's public water system is low or declining due to conditions which may adversely affect the continued availability of water for human consumption, sanitation, health and fire protection, it will become necessary to declare a water shortage and implement conservation requirements under the standards set forth below. The procedures herein are written to reduce potable water demand whenever drinking water supplies are in danger of being inadequate to meet customer needs.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~12862~~. Authorization.

The City of Brevard City Manager is authorized to enact water shortage response provisions whenever the trigger conditions outlined in Section 70-~~132-66~~ are met. In his or her absence the ORC (operator in responsible charge) of the water treatment plant will assume this role.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~12963~~. Notification.

The following notification methods will be used to inform water system customers and employees of a water shortage declaration: employee e-mail announcements and notification from supervisors when reporting for work, notices posted at city hall, notices on water bills, notice posted on city website, notice published in the Transylvania Times, public service announcements on local radio WSQL and via Comporium CATV.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~13064~~. Classification of water uses.

A. *Class I: Essential uses of potable water.*

1. *Domestic:* Water to sustain human and domestic pet life, maintain hygiene and sanitation standards.
2. *Patient care:* Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation as prescribed by medical personnel.



3. *Public safety:* Firefighting and approved flushing of hydrants and sewer mains to ensure public health and safety.

B. *Class II: Socially or economically essential uses of potable water.*

1. *Domestic:* Minimal use for kitchen, bathroom and laundry; minimal watering of vegetable gardens needed to sustain them between the hours of one hour before sunset and one hour after sunrise.
2. *Patient care:* Patient care and rehabilitation, including swimming pools used for patient care and rehabilitation as prescribed by medical personnel.
3. *Public use:* Filling and operation of public swimming pools.
4. *Commercial:* Commercial vehicle washers, laundromats, restaurants, hotels/motels, minimal water usage by commercial nurseries required to sustain stock, minimum amounts required to sustain essential cooling operations.
5. *Agricultural:* Minimal amounts required to sustain crops, livestock and associated activities.
6. *Industrial:* Minimal use necessary to operate production facilities and sustain jobs, minimal amounts required to sustain essential cooling operations.
7. *Institutional:* Efficient use of water by schools, churches, and government facilities.

C. *Class III: Non-essential uses of potable water.*

1. *All:* Ornamental uses (fountains, reflecting pools, artificial waterfalls, etc.) residential and commercial lawn irrigation, non-commercial washing of motor vehicles, wash down of impervious surfaces, filling and operation of recreational swimming pools.
2. *Public use:* Gardens, lawns, parks, city/county playing fields and recreation areas.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~131~~65. Levels of response.

Three levels of response are included in this plan. These levels are: stage 1 water shortage advisory, voluntary restrictions/reductions. Stage 2 water shortage alert, mandatory restrictions/reductions. Stage 3 water shortage emergency, escalated mandatory restrictions/reductions and water rationing. A detailed description of each response level and corresponding water reduction measures are as follows.

A. *Stage 1 water shortage advisory:*

1. Water supply conditions indicate a potential for a shortage. Voluntary restrictions. Water users are encouraged to voluntarily reduce their water use and improve water use efficiency; however, there are no penalties for noncompliance. All water users are requested to adhere to class I and class II uses of potable water.
2. All water users who use in excess of 2,000 gallons during the billing period will be asked to reduce their normal water use by ten percent. Customer education programs (i.e., articles in local publications, city's website, city newsletter, public service announcements on local radio and cable system will encourage water conservation.

B. *Stage 2 water shortage alert:*

1. Water supply conditions are significantly lower than normal and conditions are expected to persist. Mandatory restrictions. Water users must abide by required water use restrictions and reductions. Penalties apply for noncompliance. All customers are required to reduce their water use by an additional



ten percent in comparison to their previous month's water bill. Only water usage as described in class I and class II uses is allowed.

2. Additionally, in stage 2 a water use surcharge of one and one-half times the normal water rate applies to any user (who exceeds 2,000 gallons usage for the billing period) who did not achieve the required ten percent reduction in usage.

C. *Stage 3 water shortage emergency:*

1. Water supply conditions are substantially diminished and pose an imminent threat to human health. Water users must continue actions from all previous stages and further reduce water use by ten percent compared to their previous month's bill. All non-essential uses of drinking water are prohibited. All customers must only use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use.
2. Water rationing, if deemed necessary by the city manager, will be to provide drinking water to protect public health. All customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced by the city.
3. Additionally, in stage 3 a water use surcharge of two times the normal water rate applies to any user (who exceeds 2,000 gallons usage for the billing period) who did not achieve the required additional ten percent reduction.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~132~~66. "Triggers" and responses.

The following "triggers" for the city are listed below in relationship to the city's "run of the river" water supply system.

- A. *Triggers.*** If the city's water source, Cathey's Creek, experiences stream flow reductions as described below, then specific responses will take effect.
1. *Stage 1.* If the flow of water entering the raw water intake becomes inadequate for normal pump operation greater than 1,700 gallons per minute during seven consecutive days; or if damage, failure or contamination of the city's treatment and/or distribution systems occurs thus restricting or otherwise limiting the city's ability to maintain normal operation of its water system as determined by the city's manager or authorized representative; or for other reasons as may be determined by the city manager, then the city manager may declare a water shortage advisory.
 2. *Stage 2.* If the flow of raw water entering the raw water intake becomes inadequate for normal pump operation greater than 1,500 gallons per minute during seven consecutive days; or if damage, failure or contamination of the city's treatment and/or distribution systems occurs thus restricting or otherwise limiting the city's ability to maintain normal operation of its water system as determined by the city's manager or authorized representative; or for other reasons as may be determined by the city manager, then the city manager may declare a water shortage alert.
 3. *Stage 3.* If the flow of raw water entering the raw water intake becomes inadequate for normal pump operation greater than 1,300 gallons per minute during seven consecutive days; or if damage, failure or contamination of the city's treatment and/or distribution systems occurs thus restricting or otherwise limiting the city's ability to maintain adequate operation of its water system as determined by the city's



manager or authorized representative; or for other reasons as may be determined by the city manager, then the city manager may declare a water shortage emergency.

B. Responses.

1. In stage 1, water shortage advisory, all water users will be asked to reduce their normal water use by ten percent. Conservation and efficiency measures will be encouraged by outreach programs such as articles in the Transylvania Times, PSAs on local radio and cable TV and the city's website. Irrigating landscapes should be at the minimum required and should only be done between the hours of one hour before sunset and one hour after sunrise. Identify and repair all water leaks. Consider installing water-saving devices on showers. Avoid watering or washing impervious surfaces such as driveways and sidewalks. Minimize vehicle washing.
2. In stage 2, water shortage emergency, all water users are expected to reduce their water use by an additional ten percent in comparison to their previous month's water bill if that bill shows usage of more than 2,000 gallons. In addition to continuing the steps which were encouraged during the water shortage advisory, the following restrictions apply: Irrigation activities must be done at the minimum required to sustain plant life and must be done only between the hours of one hour before sunset and one hour after sunrise. Washing of vehicles is prohibited except at commercial car washes. Watering or washing impervious surfaces such as driveways and sidewalks is prohibited. All use of city fire hydrants will be limited to that required for public health and safety and done only by personnel authorized by the city manager or his representative. All customers are only permitted to use water at the minimum required for public health protection as outlined in class I and class II water uses. Additionally, in stage 2, a water use surcharge of one and one-half times the normal water rate will apply for all users who use more than 2,000 gallons during the billing period.
3. In stage 3, water shortage emergency, all water users must continue actions from all previous stages and further reduce water by ten percent compared to their previous month's water bill if that bill shows usage of more than 2,000 gallons. All non-essential uses of drinking water as outlined in class III are prohibited. Water rationing, if deemed necessary by the city manager, will be to provide drinking water to protect public health. All customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use. Additionally, in stage 3, a water use surcharge of two times the normal water rate will apply for all users who use more than 2,000 gallons during the billing period. "Essential uses of potable water" is defined as: water to sustain human and domestic pet life, maintain hygiene and sanitation standards; patient care and rehabilitation as prescribed by medical personnel; firefighting and approved flushing of hydrants and sewer mains to ensure public health and safety and comply with monitoring requirements.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~133~~67. Public comment.

Water users will have the opportunity to comment on the provisions of the water shortage response plan. Notices disclosing the locations where the draft plan may be viewed by the public will be published in the Transylvania Times and on the City of Brevard website (www.cityofbrevard.com). A public hearing will be scheduled with notice given as to the time and place of the hearing. All subsequent revisions to the plan will be published at least 30 days prior to an adoption vote by the City of Brevard Council.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

**70-~~134~~68. Variance protocols.**

Applications for water use variance requests are available at Brevard City Hall. All applications must be submitted to the Brevard City Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration of the shortage, alternative source options and social and economic importance.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~135~~69. Effectiveness.

The effectiveness of the City of Brevard Water Shortage Response Plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors include, but are not limited to, the frequency of plan activation, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~136~~70. Revision.

The water response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of restrictions, and at a minimum of every five years, as required by G.S. 143-355(1). Further, a water response planning work group designated by the city manager, will review procedures following any change in restriction status. The city manager is responsible for initiating all subsequent revisions.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)

70-~~137~~71. Enforcement and penalties.

The provisions of the water shortage response plan will be enforced by the City of Brevard Police Department. Violators may be reported to the city by calling the police department at 883-2212. Citations are assessed according to the following schedule depending on the number of prior violations and the current level of water shortage:

- A. *Stage 1:* None.
- B. *Stage 2:*
 - 1. *First:* Notice of violation (NOV).
 - 2. *Second:* Disconnection of water service (24-hour shut-off period).
 - 3. *Third:* Up to \$250.00 fine and disconnection of water service (48-hour shut-off period).
 - 4. Drought surcharge rates apply.
- C. *Stage 3:*
 - 1. *First:* Disconnection of water service (24-hour shut-off period).
 - 2. *Second:* Up to \$500.00 fine and disconnection of water service (48-hour shut-off period).
 - 3. *Third:* Up to \$500.00 fine and disconnection of water service (72-hour shut-off period).
 - 4. Drought surcharge rates apply.

(Ord. No. 19-10, § 2(Exh. A), 10-4-10)



70-~~13872~~ -, 70-~~13980~~. Reserved.

ARTICLE ~~III~~IV. SEWER SYSTEM

State law reference(s)—Wastewater systems, G.S. 130A-333 et seq.

70-81. Created.

The city, by virtue and authority granted by its Charter and by the general statutes of the state, is authorized and empowered to acquire, provide, construct, establish, maintain and operate sewer systems for the city and to extend those systems beyond the corporate limits. In accordance with such authority, there is hereby created a sewage collection and disposal system for the city.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-82. Purpose and scope of article.

~~A. This article is adopted by the city in compliance with the terms and provisions of public funds used in the construction and installation of the city sewer system, and is intended to ensure beneficial service to users of such system, the prevention of abuse thereof, and a manner of equitably distributing the costs of services among the users thereof, recognizing that the physical facilities of the sewer system, including the trunk sewers, pump stations and force mains, the treatment plant and other support appurtenances are intended to transport, convey and treat sanitary wastewater and compatible industrial wastewater to produce a treated wastewater and byproduct sludge which may be released into the environment without adverse environmental impact.~~

A. This article sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the city, and enables the county to comply with all applicable state and federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the general pretreatment regulations (40 CFR 403). This article shall supersede all prior ordinances, but only to the extent that such prior ordinances are inconsistent herewith. To the extent this article conflicts with other ordinances related to the sewer use provisions herein, this article shall supersede such ordinances.

B. The objectives of this article and its elements are as follows:

- ~~1. Elimination from the sewer system of uncontaminated water, groundwater and stormwater which do not require extensive treatment and unnecessarily increase the operating cost of the sewer system.~~
- ~~2. To ensure a fair allocation of the cost among the users of the system, based upon voluntary contributions of wastewater of equal strength, and the recovery of capital cost contributions of public monies from industrial and commercial users of the system.~~
- ~~3.1. To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;~~
- ~~4.2. To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will pass through the system, inadequately treated, into any waters of the state or otherwise be incompatible with the system;~~
- ~~5.3. To promote reuse and recycling of industrial wastewater and sludges from the municipal system;~~



6-4. To protect both municipal personnel who may be affected by sewage, sludge, and effluent in the course of their employment as well as protecting the general public;

7-5. To provide for equitable distribution of the cost of operation, maintenance and improvement of the municipal wastewater system; and

8-6. To ensure that the municipality complies with its NPDES or non-discharge permit conditions, sludge use and disposal requirements and any other federal or state laws to which the municipal wastewater system is subject.

- C. This article provides for the regulation of direct and indirect contributors to the municipal wastewater system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- D. This article shall apply to all users of the municipal wastewater system. Except as otherwise provided herein, the city manager shall administer, implement, and enforce the provisions of this article. Any powers granted to or imposed upon the city manager may be delegated by the city manager to other city personnel. By discharging wastewater into the municipal wastewater system, industrial users located outside the county limits agree to comply with the terms and conditions established in this article, as well as any permits, enforcement actions, or orders issued hereunder.
- E. No statement contained in this section shall be construed as prohibiting any special agreement or arrangement between the city and other persons whereby an industrial waste of unusual strength or character may be admitted into the system.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-83. Reserved.

(Ord. No. 2023-43, § 1(Exh. A), 9-5-23)

Editor's Note—Ordinance 2023-43 transferred the contents of this section to City Code § 1-2.

70-84. Connection to city system required.

- A. All developed property within the city limits and located within 300 feet of a city sewer line shall be connected therewith, and the property owner shall be charged the prescribed tap fee for all such connections. Such connection shall be made in accordance with the provisions of this article within 90 days after the date of official notice to connect. Request for relief from this requirement for the construction of one single-family home may be made in writing to the city manager. Such relief shall be granted only in situations of demonstrated hardship by the property owner.
- B. Improved property served by wells and annexed by the city shall be connected to the city sewer systems, if within 300 feet, within five years of the effective date of annexation; provided, however, that no connection to the sewer system shall be permitted without also connecting to the city's water system.
- C. Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14; Ord. No. 2018-27, § 1(Att. B), 9-17-18)



70-85. Application for connection.

Any person desiring connection to be made with the city sewer system shall make application in writing to the finance director, stating the name of the owner of the lot, the location of the lot, the number of the building if there is a number, the number and kind of connections desired and the character of the surface of the abutting street. Every such application shall be signed by the person making the application and shall be accompanied by the appropriate connection fee. Approval of an application for connection shall be issued in the form of a service permit.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-86. Installation of connections; connections to substandard property.

- A. *Connections to be made by city personnel or authorized contractor.* All connections to sewer main lines and the installation of lateral connections to the edge of the public right-of-way in which the main line is located shall be performed only by city personnel, or, if specifically approved by the city manager, by a licensed contractor under the supervision of the city manager's designee.
- B. *Connections to substandard property.* Sewer connections will not be made to any existing vacant substandard property or any substandard property becoming vacant until such time as the property has been inspected and brought into compliance with the city codes and a certificate of occupancy issued.
- C. *Unauthorized tampering.* No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance.
- D. *Payment of costs of connection.* All costs and expenses incident to the installation and connection of a sewer service line shall be borne by the owner.
- E. *Separate service line required for each building; exception.* Unless otherwise authorized by appropriate authority, a separate and independent sewer service line shall be provided for every building; except, where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard or driveway, the sewer service line from the front building may be extended to the rear building and the whole considered as one sewer service line.
- F. *Use of old service lines.* Old sewer service lines may be used in connection with new buildings only when they are found upon examination and test by the city to meet all requirements of this article.
- G. *Specifications for connections.* The size, slope, alignment and materials of construction of a sewer service line, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city and the state.
- H. *Elevation of service line.* Whenever possible, the sewer service line shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater carried by such building drain shall be lifted by an approved means and discharged to the sewer service line.
- I. *Connection to downspouts and sources of runoff.* No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a sewer service line or building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- J. *Conformance with rules and regulations.* The connection of the sewer service line into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city. All such connections shall be made watertight. Any deviation from the prescribed procedures and materials must be approved by the city manager or the city manager's designee.



- K. *Inspection and supervision of connection.* The applicant for a sewer connection shall notify the building inspector when the sewer service line is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the city manager or the city manager's designee.
- L. *Excavations.* All excavations for sewer service line installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-87. System extensions.

Extensions of the sewer system shall be in accordance with Chapter 2, Article V, [DIVISION 3](#). Extension connections shall be in accordance with Chapter 2, Article V, [DIVISION 3](#), or as elsewhere set forth in this article.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-88 ~~-~~, 70-8992. Reserved.

~~70-90. Permissive use of system; additional regulations.~~

- ~~A. Persons within or without the city are subject to regulations of the city, the county department of health, and the North Carolina Department of Environment and Natural Resources, for proper handling of wastes and wastewaters accepted into the public sewers.~~
- ~~B-A. Such persons may apply to the city for discharge of sanitary and compatible wastewaters into the sewerage system, by procedures outlined in this article.~~

~~(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)~~

70-91. Prohibited discharges.

~~No person shall discharge or cause to be discharged any incompatible wastewaters or wastes to any public sewers, including the following:~~

- ~~A. The discharge of sanitary wastewater into a storm sewer system.~~
- ~~B. Stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer. Unpolluted cooling waters may, upon written application and approval by the city manager, be discharged to storm sewers or storm drains.~~
- ~~C. Waters or wastes containing substances which are not amenable to treatment or removal by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent and sludge outputs cannot meet the requirements of the North Carolina Department of Environment and Natural Resources and applicable permits issued therefrom.~~
- ~~D. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or create a public nuisance.~~
- ~~E. Any gasoline, benzene, naphtha, fuel oil or other petroleum products or flammable or explosive liquids, solids or gases.~~



~~F. Any waters or wastes having a pH lower than 5.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the city.~~

~~Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders~~

70-92. Restricted discharges.

~~No person shall discharge or cause to be discharged the following described prohibited substances, materials, waters or wastes if it appears likely in the opinion of the manager that such wastes can harm either the sewers, wastewater treatment process or equipment, can have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the manager~~

~~will give consideration to such factors as quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant, and other pertinent factors. The substances prohibited are:~~

- ~~a. Any liquid or vapor having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius) or that causes wastewater entering the wastewater treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius).~~
- ~~b. Any waste or water containing fats, wax, grease or oil in excess of 100 mg/L, as determined by results of the Freon extractable test, and the reasonable interpretation of test results, and/or auxiliary tests, to exclude from the measurement values which do not represent fats, wax, grease and oil.~~
- ~~c. Any garbage other than ground residential garbage.~~
- ~~d. Any acidic or alkaline wastewaters having pH values outside the range of 5.0 to 10.0.~~

~~B. Heavy metals and toxic, refractory or organic chemicals in concentrations or quantities sufficient to limit treatment plant capability or efficiency, to adversely affect effluent quality by their presence or effects, or to limit the means of disposal or utilization of treatment plant sludge by their presence. The manager may issue lists of prohibited metals and toxic chemicals and guidelines and criteria for limiting their acceptance as required for operation of the treatment system.~~

~~C. Any radioactive wastes or isotopes of such half-life or concentration as may exceed public safety limits or cause the plant effluent or sludge to exceed any applicable state or federal regulations.~~

~~Any materials which exert or cause:~~

~~Unusual oxygen demand or chlorine demand in such amounts as to constitute a significant load or a problem with wastewater treatment plant operations.~~

- ~~b. Excessive discoloration of treatment plant effluent.~~
- ~~c. Unusual odors in the treatment plant effluent or unusual odors in the sewerage system.~~

~~(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)~~

70-93. Limitations on compatible wastes.



- A. No person may discharge large quantities of compatible ~~wastewaters~~wastewater to public sewers which, by reason of volume, flow rate, concentration or total load of compatible constituents, are in excess of the capacity of a part of the sewer system or are inconsistent with the most beneficial use of the system in the opinion of the ~~manager~~wastewater treatment plant director. In consideration of these factors, the ~~manager~~wastewater treatment plant director will limit the following:
1. Volume and flow rate from any individual source to the capacity of sewers, pump stations and force mains and the treatment system, less the capacity committed to serve the general public and other users and the reserve capacity to serve anticipated needs of the general public until the time of a planned expansion of the facilities.
 2. Loads of compatible pollutants, such as BOD, suspended solids, nitrogen and phosphorus, from any individual source, to the capacity of the treatment facilities, less the capacity committed to serve the general public and other users and the reserve capacity to serve the anticipated needs of the general public until the time of a planned expansion of the treatment facilities.
 3. ~~The manager~~The wastewater treatment plant director may require flow equalization or pretreatment for load reduction as a condition of service or he may decline to receive high loads or highly concentrated wastewaters into the system if in his opinion this would not be the most beneficial use of the system, by reason of the cost of services, technical considerations relating to operation and maintenance of the system or conflicting alternatives for the provision of services.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-94. Compliance with federal and state standards; dilution of discharge.

- A. *Applicability of federal pretreatment standards.* Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this article for sources in that subcategory, shall immediately supersede the limitations imposed under this article.
- B. *Applicability of state requirements.* State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this article.
- C. *Dilution of discharge.* No user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards, or in any other pollutant-specific limitation developed by the city or the state.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-95. Accidental discharges.

- A. *Facilities and procedures.* Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or ~~users~~users' own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the city for review, and shall be approved by the city before construction of the facility. No user shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the city. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article. In the case of accidental discharge, it is the responsibility of the user to immediately telephone and notify the wastewater treatment



plant of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

- B. *Written notice to ~~manager~~wastewater treatment plant director.* Within five days following an accidental discharge, the user shall submit to the ~~manager~~wastewater treatment plant director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the system, fish kills or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this article or other applicable law.
- C. *Notice to employees.* A notice shall be permanently posted on the user's bulletin board or other prominent ~~place~~places advising employees whom to call in the event of an accidental or dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-96. User charges.

- A. *General.* Sewer user charges are based upon the proposition that costs of service be distributed equitably among users of the services. This principle is embodied in the Federal Clean Water Act and underlies agreements between the city and the United States Environmental Protection Agency in funding the construction of facilities. According to these agreements, there will be two rates for payment for services by users, as follows:
1. Basic users rate.
 2. High strength waste surcharges.
- B. *Basic users rate.*
1. *Water and sewer users.* Persons discharging only normal sanitary wastewaters who are water customers of the city shall be charged such rates as the city council shall determine through water meter records. Such rates shall be stated in terms of cents per 1,000 gallons of wastewater and shall include any charge which the city may make to cover the costs, etc. Such rates shall be set forth in the schedule of taxes, fees and charges of the annually adopted budget ordinance for the City of Brevard. The specific policies and procedures for the collection of water and sewer charges shall be established by the city manager.
 2. *Sewer (no water meter).* Persons discharging only normal sanitary wastewater who are not water customers of the city will likewise be charged with an estimated volume of sewage at the domestic rates stated in terms of cents per 1,000 gallons of wastewater. If there is no meter or method of determining the amount of water consumed by such person, it shall be presumed that there will be a minimum of 60 gallons of wastewater per person residing in the household, per day, discharged into the system. The schedule of rates for basic users that are sewer users (no water meter) shall be the same as those rates set forth in subsection 70-96.B.1.
 3. *Adjustments.* The volume of sewage will be estimated to be the same as the volume of water used for basic users if metered, or the assumed amount if unmetered unless it can be demonstrated that the two volumes are substantially different in a greater proportion than is normal. Metered water volume intake will be the usual value used for billing sewer use charges, where applicable. The finance director is authorized to make an adjustment in estimated flow when it can be demonstrated a substantial difference exists as described in this section.



C. High strength waste surcharge.

1. Persons discharging high strength wastes will be charged for loads of BOD and suspended solids in the wastewater in concentrations in excess of those normal for domestic sewage and allowed for ~~in~~ the basic users rate. For purposes of establishing the lower limits of the user charge surcharges, normal domestic wastewater shall be characterized according to the following concentrations for domestic waste parameters:
 - a. BOD₅: 220 mg/l.
 - b. Suspended solids: 220 mg/l.
2. Surcharge rates will be stated in terms of cents per pound for each parameter. Quantities of ~~surchargeables~~surcharge able materials will be determined by flow measurements (or estimates), sampling, analyses and calculations. Sampling and ~~analyses~~analysis will be done by the city using 24-hour composite samples, taken during a representative operating period of the user. Average results of sample analyses will be used for calculating surcharges for each parameter over the billing period.
3. Administration for the high strength waste monitoring program and billings to such accounts will be made by the city and will include statements of base rate billings, surcharge billings and the basis of billings.
4. A schedule of surcharge rates to be charged for the collection and treatment of high strength wastewater shall be set forth in the schedule of taxes, fees and charges. Rate schedules will be revised from time to time to reflect the changing number of users and the ~~varying~~varied operation costs.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-97. Sewer connection charges.

- A. Applicable sewer tap and capacity system development fees, which are set forth in the schedule of taxes, fees and charges, shall be paid in advance of the establishment of any sewer connection, including, but not limited to, the extension of pipe, the tapping of a sewer main, or the establishment of a new use on an existing connection. The specific policies and procedures for the assessment and collection of sewer tap and capacity system development fees shall be established by the city manager.
- B. All sewer tap fees shall be computed at the sum total of the cost of labor, materials and equipment necessary for completion of the work plus 35 percent of the direct labor charge.
- C. No water from the city's water system shall be supplied to any person who has caused a sewer tap to be made until the tap fee has been received by the finance director.
- D. All residents of areas statutorily annexed to the city shall qualify for waiver of the standard sewer tapping fees and charges provided such residents make proper application and complete connections within 12 calendar months of the date sewer utilities are available for tapping. The public ~~services~~works director shall provide written certification to city council of the date such utility lines become available for connection, thereby, fixing the date from which residents are allowed to connect without payment of connection charges. All residents who do not connect within the 12-month waiver period must pay all tapping fees and charges as prescribed herein.
- E. Sewer capacity system development fees are to be deposited in the city's capital reserve fund for improvements at the sewer plant.
- F. For purpose of assessing residential sewer capacity system development fees, the assumed usage for a residential unit shall be ~~375~~240 gallons per day. The term "residential unit" shall be deemed to be an individual



single-family living unit whether such unit shall be a freestanding house, an apartment, a condominium or any other residential structure.

- G.** Non-residential users will be assessed sewer capacity system development fees based on the number of ~~375240~~ GPD units of water consumed and will pay the full cost for any fraction of a residential equivalent. Sewer capacity system development fees may be assessed utilizing the best available information, including, but not limited to, historical use data for similar uses, and an engineer's signed and sealed estimate of projected water use. In the absence of such information, the administrator shall base sewer capacity impact such fees upon North Carolina Administrative Code 15A NCAC 02T.0114 Wastewater Design Flow Rates.

(Ord. No. 2013-08, § 02(Exh. B), 8-19-13; Ord. No. 2014-02, § 02, 2-17-14; Ord. No. 2014-11, § 01(Exh. A), 5-19-14; Ord. No. 2020-23, § 1(Exh. A), 10-19-20)

70-98. Responsibility for payment of charges for premises with multiple sewer connections.

- A.** Where there is not provided a separate service connection for each building situated on any given lot or parcel of land, the owner of such lot or parcel of land shall be responsible for the payment of charges for sewer to all such buildings on the lot or parcel.
- B.** Where separate service connections are not provided to every occupancy unit or tenant within a multitenant building, the owner of the building shall be responsible for the payment of all charges for sewer service to the building.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-99. Deposits.

Customer utility deposits shall not be required for sewer service apart from deposits required for the city's water system. The customer deposits set forth in the schedule of taxes, fees and charges of the annually adopted budget ordinance for the City of Brevard, and the related regulations set forth in [CHAPTER 70, Article II](#) shall serve in all respects to satisfy deposit requirements for sewer service, including deposits, credit, exemptions, refunds, disposition and cutoff of service for delinquency.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-100. Consumption basis of charges.

All charges for wastewater collected from any consumer and discharged to the city sewer system shall be based upon the number of gallons per month delivered by the consumer at the point of connection to the city system. The number of gallons collected shall be determined by the readings of the customer's water meter as required by [CHAPTER 70, ARTICLE II](#) of this chapter.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-101. Basis of charges for multiple dwelling units on single connection.

Where more than one family dwelling unit is provided with service through a single service connection, the charges for service shall be the greater of:

- A.** The number of family dwelling units served times the minimum charge as shown in the current sewer rate; or



B. The actual charge determined for the quantity of metered water discharged.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-102. Basis of charges for newly constructed condominiums.

For newly constructed condominiums, the total metered consumption serviced by one meter shall be divided by the number of units in the complex and each unit shall be figured separately at the regular metered rate, with one total billing being mailed to the person in charge.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-103. Administrative procedures; enforcement; penalties; damaging or tampering with facilities.

A. *Duties and authority of inspectors.*

1. The wastewater treatment plant director or their designee ~~The city manager, his designee, the code enforcement officer and other duly authorized employees~~ properly identified by credentials of appointment and identification shall act as inspectors. Inspection shall also be allowed by appropriate state and federal agencies. It shall be the duty of the inspector to make inspections, observations, measurements, sampling and testing in accordance with the provisions of this article. Such inspector shall have no authority to inquire into any industrial process or to require or request the disclosure of any trade secrets beyond that point having a direct bearing on the kind or source of discharge to the sewers or waterways or other facilities of the city.

1-2. The inspector is hereby designated as the public officer to enforce the provisions of this article and to exercise the duties and powers herein prescribed

2-3. Such inspectors shall have the right to enter upon real property over and through which the city has acquired an easement for the installation and maintenance of the sewer lines and facilities, and, in addition, they shall have, along with proper municipal inspectors, the right to go upon the property of individuals or industrial users of the system as provided in the service agreement mentioned in this article, for the purpose of determining compliance with the provisions of this article. All non-municipal sewer users shall execute, as a requirement for service, an agreement allowing sewer inspectors to enter upon the premises for the purpose of inspecting individual sewer collector lines, during reasonable times, so as to verify compliance with the terms and conditions of such service.

4. While performing the necessary work on private properties referred to in this section, any inspector shall observe all safety rules applicable to the premises established by any commercial or industrial user.

B. *Damaging or tampering with facilities.* It shall be unlawful and a violation of this article for any person to damage, destroy or tamper with any gauges, meters, lines, manholes and their covers, equipment, pumps, electrical connections, lift stations, or any appurtenances to the sewer lines of the city, and, in addition to the civil responsibility for any damage caused or occasioned by such person, such offender shall be liable for imposition of the penalties as provided in this section. It shall likewise be a violation of this section for any person to aid, assist, abet or permit a minor child to violate the provisions of this article, and such person shall be liable as a principal and subject to the identical penalties as to which any violator of this article would be liable.



- C. *Penalties.* If any person shall violate the provisions of this chapter the wastewater treatment plant director, or their designee~~city manager, his designee or the code enforcement officer~~ shall give notice to the owner or to any person in possession of the subject property in writing and served by personal delivery or the most expeditious means possible, directing that all unlawful conditions existing thereupon be abated within ten days from the date of such notice; provided, that if, in the opinion of the wastewater treatment plant director or their designee~~city manager, his designee, or the code enforcement officer~~ the unlawful condition is such that it is of imminent danger or peril to public, the public services~~works~~ department may, without notice, proceed to abate the same, and the cost thereof shall be charged against the property.

~~The penalty for the violation of any provisions of this article shall be as prescribed by Section 1-8. In addition to the criminal penalty set forth in Section 1-8, there shall also be levied a civil penalty in the amount of \$200.00 per separate offense plus any amount city council shall find appropriate in case of damage to the system or the environment for the purpose of repairs or cleanup.~~

- D. *Additional rules and regulations.* In order to carry out the terms of this article, the city may promulgate such rules and regulations as deemed necessary, and the city manager of the city is likewise vested, subject to ratification of the city council, with authority to act on behalf of the city in providing for the safety, maintenance, good order and proper function of the facilities of the city.
- E. *Application for connection; service permit.*

1. Potential connectors may be required to submit an application depending on the quantity and characteristics of the waster being produced.

1.2. Application for connection to the city sewer system shall be made on the city's form, together with supporting reports and data sufficient to ensure compliance with relevant terms of this article. The minimum requirement shall be that all information requested on the application be supplied, and all irrelevant information blanks be marked as "not applicable." The manager~~wastewater treatment plant director~~ may request any additional information he deems necessary, within the scope and intent of this article. Persons requiring guidance in making application may consult the wastewater treatment plant director~~manager~~. The approval of a sewer connection application shall constitute the issuance of a service permit.

2.3. An approvable service permit or information necessary to support an approvable application must be submitted to the wastewater treatment plant director~~manager~~ before approval will be issued to any person proposing to discharge industrial wastewaters to public sewers.

3.4. Service permits shall specify quantities and characteristics of industrial wastewaters which may be sewerred and shall be limiting where so specified. Service permits may specify special conditions and agreements between the user and the city. Service permits shall serve as a contract between the user and the city. If deviation from terms of a service permit is anticipated or experienced by the user or the city, each party shall immediately notify the other, in writing, specifying the nature and extent of the change in sufficient detail that a new or modified service permit may be issued, or the service permit cancelled, whichever may be appropriate.

4.5. Permits for any users, other than normal sanitary wastewater, shall be issued for a specified time period not to exceed five years. The user shall apply for permit reissuance a minimum of 180 days prior to expiration.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-104. Users obtaining water from well.



- A. Whenever a property owner desires to install a well within the city for any purpose whatsoever, a permit shall first be obtained therefor as prescribed in article II of this chapter.
- B. When any water obtained from a well is to be disposed of into the city sanitary sewer system, a suitable water meter shall be installed by city personnel at the well head and the owner of the well shall be charged the regular sewer charge based on the full amount of the water so metered. The prescribed water tap fee shall be charged for any such meter installation.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-105. Acceptance of wastewater from private or corporate wastewater companies.

- A. *General.* Wastewater from private or corporate wastewater companies shall not be accepted for disposal into the city's system. Any discharge of such wastewater, ~~or~~ septage, or digested domestic sludge as defined by this article, into the city's system shall constitute a violation of this article and be subject to such penalties as set forth in Brevard City Code.
- B. *Discharge at city septage pretreatment facility.* Notwithstanding the provisions of subsection (a) of this section, septage may be discharged by private or corporate wastewater companies into the city's system through the use of the city's septage and digested sludge pretreatment ~~facility~~facilities, constructed and operated for the purpose of receiving such wastes. Such discharges shall be governed by the provisions of this article and will only be permitted when such discharges do not jeopardize the operation of the city's system and its non-discharge permit, the city having sole authority and discretion to make such determinations.
 - 1. All parties desiring use of the city's pretreatment facility shall be approved in accordance with procedures set forth by the director of the wastewater treatment plant. The director of the wastewater treatment plant shall have full authority and discretion in reviewing, approving or disapproving all requests for use of the septage and digested sludge pretreatment ~~facility~~facilities based upon his professional judgment of the chemical content and constituent composition of the proposed discharge.
 - 2. Fees for the discharge of septage and digested sludge at the city's septage and digested sludge pretreatment ~~facility~~facilities shall be set forth within the schedule of taxes, fees and charges of the annually adopted budget ordinance for the City of Brevard. The specific policies and procedures for the collection of such fees shall be established by the city manager or designee thereof.
 - 3. All parties desiring use of the city's pretreatment ~~facility~~facilities shall indemnify and hold harmless the city for the user's discharges into the city's system. The user may also be required to indemnify the county, since the facility will be operated under an agreement between the city and county.
 - 4. For the purpose of this section, no septage or digested sludge other than wastewater derived solely from domestic or residential service, containing no grease or fatty materials collected from grease traps or holding tanks, will be permitted for discharge into the septage pretreatment facility.
 - 5. Discharges at the septage and digested sludge pretreatment ~~facility~~facilities shall be made only under the supervision of wastewater treatment plant personnel, with all such discharges are to logged and recorded for volume and ordination location of discharges via electronic pin code access monitored by plant personnel. Plant personnel may, at their discretion, take samples of the wastewater being discharged for laboratory testing to determine and confirm chemical and constituent content of the waste being discharged. Any discharges found to be in noncompliance with the provisions of this article shall be cause for termination of authorization to discharge and further penalties as prescribed by this article.
 - 6. While it is the intent of this section to provide for the use of the city's septage and digested sludge pretreatment ~~facility~~facilities for the disposal of wastewaters purely from domestic sources, principally



septic tanks, and package plant it is recognized that special circumstances may exist whereby wastewaters originating from commercial sources should be eligible for disposal at the pretreatment facility. Therefore and notwithstanding the applicable provisions of subsection (b)(4) of this section, the director of the wastewater treatment plant and the city manager are authorized upon a case-by-case basis to permit the disposal of wastewaters from commercial sources; provided such wastewaters conform to all other requirements of this chapter and the disposal of the wastewater may adequately be treated by the wastewater treatment plant without negative impact upon the city's non-discharge permit for the plant. Otherwise, the disposal of wastewaters at the septage pretreatment facility shall at all times conform to the rules, regulations and restrictions applied by this section and this chapter.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-106. Private sewage disposal systems.

- A. *General.* Where a public sanitary sewer is not available, the sewer service line shall be connected to a private sewage disposal system complying with the provisions of this section.
- B. *Permit.* Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the county health sanitarian. The application for such permit shall be made on a form furnished by the county, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the sanitarian.
- C. *Inspection.* A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the sanitarian. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the sanitarian when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the sanitarian.
- D. *Specifications.* The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the state department ~~of natural resources and community development~~ environmental quality, division of environmental management. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 12,000 square feet. No septic tank or cesspool shall be permitted to discharge to any public sewer, open drain, ditch, stream or well penetrating water-bearing formations.
- E. *Connection to public sewer.* At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 70-84, a direct connection shall be made to the public sewer in compliance with this article at the first malfunction of the private system; and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material.
- F. *Operation and maintenance.* The owner shall always operate and maintain the private sewage disposal facilities in a sanitary manner ~~at all times~~, at no expense to the city.
- G. *Additional requirements.* No statement contained in this section shall be ~~construed~~ made to interfere with any additional requirements that may be imposed by the county sanitarian.

(Ord. No. 2014-11, § 01(Exh. A), 5-19-14)

70-107—70-~~126~~139. Reserved.

ARTICLE V. SEWER USE ORDINANCE



70-140. General provisions.

- A. *Purpose and policy.* This ordinance sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the City of Brevard, hereafter referred to as the city, and enables the city to comply with all applicable state and federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this ordinance are:

This ordinance provides for the regulation of direct and indirect contributors to the municipal wastewater system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This ordinance shall apply to all users of the municipal wastewater system, as authorized by G.S. 160A-312 and/or 153A-275. The city manager shall designate an administrator of the POTW and pretreatment program hereafter referred to as the ~~POTW director~~ or director who will also serve as the Control Authority for the Sewer Use Ordinance. Except as otherwise provided herein, the director shall administer, implement and enforce the provisions of this ordinance. Any powers granted to or imposed upon the director may be delegated by the director to other city personnel.

By discharging wastewater into the city wastewater system, industrial users located within or outside the city limits agree to comply with the terms and conditions established in this ordinance, as well as any permits, enforcement actions, or orders issued hereunder. Users subject to this ordinance are also subject to the City of Brevard Code of Ordinances, [CHAPTER 70](#) - utilities.

1. To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will interfere with the operation of the wastewater system or contaminate the resulting sludge;
2. To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will pass through the system, inadequately treated, into any waters of the state or otherwise be incompatible with the system;
3. To promote reuse and recycling of industrial wastewater and sludges from the municipal system;
4. To protect both municipal personnel who may be affected by sewage, sludge, and effluent in the course of their employment as well as protecting the general public;
5. To provide for equitable distribution of the cost of operation, maintenance and improvement of the municipal wastewater system; and
6. To ensure that the municipality complies with its NPDES or non-discharge permit conditions, sludge use and disposal requirements and any other federal or state laws to which the municipal wastewater system is subject.

B. *Abbreviations.*

1. The following abbreviations, when used in this ordinance, shall have the designated meanings:
 - a. BOD: Biochemical oxygen demand;
 - b. CFR: Code of Federal Regulations;
 - c. COD: Chemical oxygen demand;



- d. EPA: Environmental Protection Agency;
- e. gpd: Gallons per day;
- f. l: Liter;
- g. mg: Milligrams;
- h. mg/l: Milligrams per liter;
- i. G.S.: North Carolina General Statutes;
- j. NPDES: National Pollution Discharge Elimination System;
- k. O&M: Operation and maintenance;
- l. POTW: Publicly owned treatment works;
- m. RCRA: Resource Conservation and Recovery Act;
- n. SIC: Standard industrial classification;
- o. SWDA: Solid Waste Disposal Act;
- p. TSS: Total suspended solids;
- q. TKN: Total Kjeldahl nitrogen; and
- r. U.S.C.: United States Code.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14; Ord. No. [2023-43](#), § 1(Exh. A), 9-5-23)

Editor's Note—Ordinance 2023-43 transferred the definitions from this section to City Code § 1-2.

~~70-90141. Permissive use of system; additional regulations.~~

- A. Persons within or without the city are subject to regulations of the city, the county department of health, and the North Carolina Department of Environment ~~Quality~~ and Natural Resources, for proper handling of wastes and wastewaters accepted into the public sewers.
- B. Such persons may apply to the city for discharge of sanitary and compatible wastewaters into the sewerage system, by procedures outlined in this ~~article~~ chapter.

~~70-141. General sewer use requirements.~~

70-142. Prohibited discharge standards.

- A. ~~Prohibited discharge standards.~~ General prohibitions. No user shall contribute or cause to be contributed into the POTW, directly or indirectly, any pollutant or wastewater which causes interference or pass-through. These general prohibitions apply to all users of a POTW whether or not the user is a significant industrial user or subject to any national, state, or local pretreatment standards or requirements.
- B. Specific prohibitions. No user shall contribute or cause to be contributed into the POTW the following pollutants, substances, or wastewater:
 - 1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140° F (60° C) using the test methods specified in 40 CFR 261.21.
 - 2. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids greater than one-half inch in any dimension.



3. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through.
4. Any wastewater having a pH less than 5.0 or more than 10.0 or wastewater having any other corrosive property capable of causing damage to the POTW or equipment.
5. Any wastewater containing pollutants, including oxygen-demanding pollutants, (BOD, etc.) in sufficient quantity, (flow or concentration) either singly or by interaction with other pollutants, to cause interference with the POTW.
6. Any wastewater having a temperature greater than 139° F (59.4° C), or which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° F (40° C).
7. Any pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
8. Any trucked or hauled pollutants, except at discharge points designated by the director in accordance with subsection 70-~~141~~148 of this ordinance.
9. Any noxious or malodorous liquids, gases, or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
10. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal regulations or permits issued under Section 405 of the Act; the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
11. Any wastewater which imparts color which cannot be removed by the treatment process, including, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts sufficient color to the treatment plant's effluent to render the waters injurious to public health or secondary recreation or to aquatic life and wildlife or to adversely affect the palatability of fish or aesthetic quality or impair the receiving waters for any designated uses.
12. Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the director in compliance with applicable state or federal regulations.
13. Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water and unpolluted industrial wastewater, unless specifically authorized by the director.
14. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/l unless authorized by the director.
15. Any sludges, screenings or other residues from the pretreatment of industrial wastes.
16. Any medical wastes, except as specifically authorized by the director in a wastewater discharge permit.
17. Any material containing ammonia, ammonia salts, or other chelating agents which will produce metallic complexes that interfere with the municipal wastewater system.
18. Any material that would be identified as hazardous waste according to 40 CFR Part 261 if not disposed of in a sewer except as may be specifically authorized by the director.



19. Any wastewater causing the treatment plant effluent to violate state water quality standards for toxic substances as described in 15A NCAC 2B.0200.
 20. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.
 21. Recognizable portions of the human or animal anatomy.
 22. Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the municipal wastewater system.
 23. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the wastewater system (or at any point in the system) be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter.
- C. Pollutants, substances, wastewater, or other wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the municipal wastewater system. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connecting with the POTW. When the director determines that a user is contributing to the POTW, any of the above-enumerated substances in such amounts which may cause or contribute to interference of POTW operation or pass-through, the director shall:
1. Advise the user(s) of the potential impact of the contribution on the POTW in accordance with subsection [70-15547.B](#); and
 2. Take appropriate actions in accordance with section [70-143-151](#) for such user(s) to protect the POTW from interference or pass-through.

70-143. Restricted discharges.

- A. No person shall discharge or cause to be discharged the following described prohibited substances, materials, waters or wastes if it appears likely in the opinion of the director that such wastes can harm either the sewers, wastewater treatment process or equipment, can have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the director will give consideration to such factors as quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment plant, degree of treatability of wastes in the wastewater treatment plant, and other pertinent factors. The substances prohibited are:
1. Any liquid or vapor having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius) or that causes wastewater entering the wastewater treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius).
 2. Any waste or water containing fats, wax, grease or oil in excess of 100 mg/L, as determined by results of the Freon extractable test, and the reasonable interpretation of test results, and/or auxiliary tests, to exclude from the measurement values which do not represent fats, wax, grease and oil.
 3. Any garbage other than ground residential garbage.
 4. Any acidic or alkaline wastewater having pH values outside the range of 5.0 to 10.0.
 5. Heavy metals and toxic, refractory or organic chemicals in concentrations or quantities sufficient to limit treatment plant capability or efficiency, to adversely affect effluent quality by their presence or effects, or to limit the means of disposal or utilization of treatment plant sludge by their presence.



The director may issue lists of prohibited metals and toxic chemicals and guidelines and criteria for limiting their acceptance as required for operation of the treatment system.

6. Any radioactive waste or isotopes of such half-life or concentration may exceed public safety limits or cause the plant effluent or sludge to exceed any applicable state or federal regulations.

B. Any materials which exert or cause:

1. Unusual oxygen demand or chlorine demand in such amounts as to constitute a significant load or a problem with wastewater treatment plant operations.
2. Excessive discoloration of treatment plant effluent.
3. Unusual odors in the treatment plant effluent or unusual odors in the sewerage system.

70-144. Categorical pretreatment standards.

A. ~~National categorical pretreatment standards.~~ Users subject to categorical pretreatment standards are required to comply with applicable standards as set out in 40 CFR Chapter 1, Subchapter N, Parts 405-471 and incorporated herein.

- Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the director shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

70-145. Limits to wastewater discharge.

A. **Local limits.** An industrial waste survey is required prior to a user discharging wastewater (containing in excess of the following average discharge limits):

TABLE 70-14 A: LOCAL LIMITS TO WASTEWATER DISCHARGE		
BOD	220	mg/l
TSS	220	mg/l
NH ₃	25	mg/l
Arsenic	0.003	mg/l
Cadmium	0.003	mg/l
Chromium	0.05	mg/l (total chromium)
Copper	0.061	mg/l
Cyanide	0.015	mg/l
Lead	0.049	mg/l
Mercury	0.0003	mg/l



Nickel	0.021	mg/l
Silver	0.005	mg/l
Zinc	0.175	mg/l

- B. Industrial waste survey information will be used to develop user-specific local limits when necessary to ensure that the POTW's maximum allowable headworks loading is not exceeded for pollutants of concern. User-specific local limits for pollutants of concern shall be included in wastewater permits. The director may impose mass based limits in addition to, or in place of, concentration based limits.
- C. *State requirements.* State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this ordinance.
- D. *Right of revision.* The city reserves the right to establish limitations and requirements which are more stringent than those required by either state or federal regulation if deemed necessary to comply with the objectives presented in subsection 70-140.A of this ordinance or the general and specific prohibitions in subsection 70-1421-A of this ordinance, as is allowed by 40 CFR 403.4.
- E. *Dilution.* No user shall increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national categorical pretreatment standards, unless expressly authorized by an applicable pretreatment standard, or in any other pollutant-specific limitation developed by the city or state.

70-146. Pretreatment of wastewater.

~~F.~~ Pretreatment of wastewater.

- A. ***Pretreatment facilities.*** Users shall provide wastewater treatment as necessary to comply with this ordinance and wastewater permits issued under subsection 70-143151.B of this ordinance and shall achieve compliance with all national categorical pretreatment standards, local limits, and the prohibitions set out in subsection 70-1421-A of this ordinance within the time limitations as specified by EPA, the state, or the director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be approved by the director before construction of the facility. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the director prior to the user's initiation of the changes.
- B. ***Additional pretreatment measures.***
1. Whenever deemed necessary, the director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.
 2. The director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
 3. ***Additional pretreatment measure for Fats, Oil and Grease (FOG) control as detailed in section 70-149.***
 - 3-4. Grease, oil, and sand/grit interceptors shall be provided when, in the opinion of the director, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand;



except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the director and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.

- 4.5. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

70-147. Accidental discharge / slug control plans.

~~B. Accidental discharge/slug control plans.~~

- A. The director shall evaluate whether each significant industrial user needs a plan or other action to control and prevent slug discharges and accidental discharges as defined in Section 1-2. All SIUs must be evaluated within one year of being designated an SIU. The director may require any user to develop, submit for approval, and implement such a plan or other specific action. Alternatively, the director may develop such a plan for any user.
- B. All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load. Also see subsections 70-144152.E and 70-144152.F.
- C. An accidental discharge/slug control plan shall address, at a minimum, the following:
1. Description of discharge practices, including non-routine batch discharges;
 2. Description of stored chemicals;
 3. Procedures for immediately notifying the director of any accidental or slug discharge, as required by subsection 70-144152.F of this ordinance; and
 4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

70-148. Hauled wastewater.

~~D. Hauled wastewater.~~

- A. Septic tank waste may be introduced into the POTW only at locations designated by the director, and at such times as are established by the director. Such waste shall not violate the provisions section 70-141 of this ordinance article or any other requirements established by the city. The director may require septic tank waste haulers to obtain wastewater discharge permits.
- B. The director shall require haulers of industrial waste to obtain wastewater discharge permits. The director may require generators of hauled industrial waste to obtain wastewater discharge permits. The director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this ordinance.
- C. Industrial waste haulers may discharge loads only at locations designated by the director. No load may be discharged without prior consent of the director. The director may collect samples of each hauled load to ensure compliance with applicable standards. The director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- D. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names



and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

70-149. Fats, oils, and greases control policy.

70-149.1. Purpose and applicability.

- A. **Purpose:** The objective of this section is to prevent the introduction and accumulation of fats, oils, and greases into the POTW which will, or tend to, cause or contribute to sanitary sewer blockages and obstructions, as well as the prevention of wastewater treatment caused by interference at the POTW treatment plant.
- B. **Applicability:** This section applies to each user that causes or permits the contribution or discharge of wastewater into the POTW, including, but not limited to, property owners who provide common interceptors for one or more independent establishments (including tenants). Applies to, but is not limited to:
1. Any FSE, commercial establishment, or industrial establishment (including, without limitation, any establishment primarily engaged in the business of serving or preparing cooked or precooked food, cold dairy, or frozen food) that generates wastewater containing FOG, or similar products.
 2. Any other commercial establishment that the director determines that a grease collection device is necessary to prevent contribution or accumulation of FOG in the POTW (collectively referenced in this section, as FOG users").
 3. All Food Service Establishments shall have grease-handling facilities approved by the director. Establishments whose grease-handling facilities or methods are not adequately maintained to prevent floatable oils, fat or grease from entering the sewerage system shall be notified in writing of any noncompliance and required to provide a schedule whereby corrections will be accomplished. (For example, a collapsed or deteriorated baffle wall, leaks, infiltration and inflow, improperly located or missing tees, and any other deficiencies that will prevent the grease interceptor or trap from working properly.)
 4. All Food Service Establishments grease-handling facilities shall be subject to review, evaluation, and inspection by City of Brevard representatives during normal working hours. Results of inspections will be made available to facility owner, leaseholder or operator City of Brevard may lend assistance and make recommendations for correction and improvement.
 - ~~3-5.~~ Food Service Establishments receiving two (2) consecutive unsatisfactory evaluations or inspections may be subject to penalties or other corrective actions as provided for in the Sewer Use Ordinance.
 - ~~4-6.~~ Food Service Establishments who continue to violate the City of Brevard Grease Trap Policy Requirements may be considered grounds for discontinuance of sewer service.
 - ~~5-7.~~ Food Service Establishments whose operations cause or allow excessive grease to discharge or accumulate in the City of Brevard collection system may be liable to City of Brevard for costs related to City of Brevard service calls for line blockages, line cleanings, and line and pump repairs, etc. including all labor, materials, and equipment. Failure to pay all service-related charges may also be grounds for sewer service discontinuance.



- 6-8. Regular scheduled maintenance of grease-handling facilities and equipment is required to ensure adequate operation. All grease traps must be cleaned (by a City of Brevard approved grease handling and hauling company), maintained and repaired as needed. All grease traps must be pumped out completely. Outside traps should be pumped quarterly and small under the sink grease traps should be pumped monthly or at the discretion of the director. In the maintaining of grease interceptors, the owner, lease-holder or operator shall be responsible for approved grease removal and disposal, and shall maintain on-site records of dates, and means of disposal.
9. The introduction of emulsifying agents such as chemicals, solvents or enzymes directly or indirectly into the grease interceptor, other than what is considered typical business operational practices such as dishwashing or sanitation, is strictly prohibited. By approval from the director, products which reduce Fats, Oil and Grease (FOG), such as bacteria, may be used in addition to the regular grease interceptor maintenance program, but shall not be a consideration in determining grease interceptor sizing or maintenance frequency. In any case, the discharged waste shall comply with all applicable provisions of Section 70-151 and all State and Federal Laws.

70-149.2. Control requirements.

- A. FOG users shall install, operate, and maintain each grease collection device at the FOG user's expense. All grease interceptors required by this section shall be of a type, design, and capacity approved by the director. Each installed grease collection device shall be easily accessible for maintenance and repair, including cleaning.
- B. All FOG users shall adopt and apply a kitchen waste control plan for the proper disposal of FOG and food solids. Each FOG user must have a delegated lidded storage container for used fryer oil storage.
- C. Each FOG user shall adopt and apply kitchen best management practices, as such kitchen best management practices may be detailed through procedures set forth by the director, for handling all sources of FOG that are used or generated by the FOG user so as to reduce and prevent the discharge of FOG into the POTW.
- D. Director may inspect any FOG user to ensure compliance with all requirements of this section, as set forth in section
1. All grease collection devices shall be serviced and emptied of accumulated waste content as required to maintain its design features and its ability, and the volume required, to effectively intercept and retain FOG and settled solids from FOG-laden wastewaters. Such service shall occur as need, but such service shall in no case occur less often than every 90 days (unless a modification permitted by the city manager). The owner of the property on which a common grease interceptor is located shall be primarily responsible for the maintenance, upkeep, and repair of the common grease interceptor.
 2. FOG users shall maintain a written record of grease collection device maintenance and service for three years, as required by this section and section 70-152.-M. All such records must always be available for inspection by the director.
 3. For each grease interceptor, access manholes shall be required and shall be installed over each chamber and each sanitary tee. The access manholes shall extend at least to finished grade and be designed and maintained to prevent water inflow or infiltration. The access manholes shall also have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities.
 4. Upon notification from the director that a FOG user is subject to the terms of an enforcement action under this article related to the failure of a grease collection device to function properly by reducing



- FOG levels within the acceptable levels required by this article, said FOG user shall not allow wastewater discharge concentration from the subject grease collection device to exceed the acceptable levels set forth in this article.
5. Non-FOG sources shall not be allowed to be connected to sewer lines intended to be attached to the grease collection device for pretreatment.
 6. Users with the potential to discharge one or more of the following pollutants into the POTW, shall be required to install an oil/water separator and grit interceptor: oil, kerosene, gasoline, naphtha, wax, any light-density and volatile liquid, or any material with a higher viscosity that causes impact or flow resistance. Substances that will emulsify oil or grease shall not be used in any oil/water separator required by this section.
 7. Vehicle wash facilities shall install an oil/water separator and a grit interceptor. A grit interceptor required by this section or other applicable law shall be installed in a drainage line so that wastewater flows into the grit interceptor before entering an oil/water separator installed in accordance with this section.
 8. Vehicle wash facilities shall be designed, constructed, operated and maintained to prevent direct or indirect stormwater from entering the POTW.
 9. In consultation with the wastewater treatment plant director the city planning department, may make determinations of grease collection device, oil/water separator and grit interceptor need, adequacy, efficiency, size, design, application, location, modification(s), and conditional usage as provided herein and by all other applicable law. These determinations will be based upon review of all relevant information regarding device performance, the facility site, and the associated building. These reviews may be conducted as part of an establishment's application for a zoning permit.
 10. The city manager may establish reasonable procedures regarding FOG that address the requirements of this section and are not inconsistent herewith. Under any such procedures, a FOG user may request modification of any required grease collection device pumping frequency and/or maintenance and service procedures. Such request for a modification shall conform to the stipulations and requirements set forth in any such procedures. Any modification must be approved by the city manager in written form before implementation by the FOG user or the FOG user's FOG service provider.

70-149.3. Design standards.

A. Construction standards

1. New Facilities

1. All new Food Service Establishments shall be required to install a grease interceptor, according to the director and the City of Brevard Grease Trap Policy and guidelines. Grease interceptors shall be adequately sized, with no interceptor less than 1,000 gallons total capacity unless otherwise approved by the director. All as-built drawings must be on file at the facility or readily accessible from an alternative location for the life of the grease trap at the food service establishment.
2. No new Food Service Establishments will be allowed to initiate operations until grease-handling facilities are installed and approved by the director.
3. All grease interceptors, whether singular or two tanks in series, must have each chamber directly accessible from the surface to provide means for servicing and maintaining the interceptor in working and operating condition.



4. A basket, screen or other intercepting device shall prevent passage into the drainage system of solids 1/2 inch or larger in size. The basket or device shall be removable for cleaning purposes.
 5. Where food waste grinders connect to grease traps, a solids interceptor shall separate the discharge before connecting to the grease trap. Solids interceptors and grease interceptors shall be sized and rated for the discharge of the food waste grinder
 2. Existing Facilities
 1. All existing Food Service Establishments shall have grease-handling facilities, approved by the director. Food Service Establishments without any grease-handling facilities will be given a compliance deadline not to exceed six (6) months from date of notification to have approved and installed grease-handling equipment in compliance with this Policy.
 2. Failure to come into compliance within the specified time frame will be considered a violation of the City of Brevard Sewer Use Ordinance and may subject the facility to penalties and corrective actions or service discontinuance. Said installations shall meet the same requirements for design as for new facilities as described herein.
 3. In the event an existing Food Service Establishment's grease-handling facilities are either under-designed or substandard in accordance with this policy, the owner(s) will be notified in writing of the deficiencies and required improvements, and given a compliance deadline not to exceed six (6) months.
 4. For cases in which "outdoor" type grease interceptors are infeasible to install, existing Food Service Establishments will be required to install adequate and approved "under-the-counter" grease traps for use on individual fixtures including dishwashers, sinks, and other potentially grease-containing drains. Sizing of "under-the-counter" grease trap units will be in accordance with recommended commercial grease traps.
 5. The grease retention capacity rating in pounds shall be at least two (2) times the GPM flow rate of the type fixture which it serves. Flow control fittings must be provided to the inlet side of all "under-the-counter" units to prevent overloading of the grease trap and to allow for proper operation.
 6. The director approval of flow control devices and grease trap design must be obtained prior to installation.
 7. The location of "under-the-counter" units must be as near the source of the wastewater as physically possible.
 8. Wastewater from garbage grinders should not be discharged to grease traps/interceptors.
 9. In maintaining grease traps/interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal, which are subject to review by City of Brevard
 10. The exclusive use of enzymes, grease solvents, emulsifiers, etc. is not considered acceptable grease trap maintenance practice.
 3. New Food Service Establishments in Existing Buildings
 1. Where practical, new Food Service Establishments locating in existing buildings will be required to comply with the grease trap Standards applicable to new facilities as described herein.
 2. Where physically impossible to install "outdoor" units, "under-the-counter" units may be allowed as with existing food service establishments provided prior approval of unit type, size, location, etc. is obtained from City of Brevard

B. Sizing of Grease Interceptors and Separators.



1. North Carolina Plumbing Code, 1003.1- 1003.3.4, mandates that interceptors and separators be installed to prevent substances like oil, grease, sand, and other harmful/hazardous materials from discharging into a buildings drainage system, public sewers, or private sewage disposal systems.
2. Sizing method based on pipe diameter size and slope.
 - a. When the final configuration of fixtures in a facility is not known, or to allow for additional fixtures in the future, this method shall be used to size the interceptor for the maximum flow that the drain line from the facility can carry.

TABLE 70-149.3(A): SIZING BASED ON PIPE DIAMETER SIZE AND SLOPE			
Pipe Size (inches)	Full Pipe Flow @ ¼ Slope	Interceptor Size - 1 Minute Drain	Interceptor Size - 2 Minute Drain
2 inches	19.44 gpm	20 gpm	10 gpm
3 inches	58.67 gpm	75 gpm	35 gpm
4 inches	125.77 gpm	-	75 gpm

3. Sizing indoor grease interceptors.
 - a. The table below provides the standard formula and steps for sizing grease interceptors to suit requirements of specific fixtures.

TABLE 70-149.3(C): PROCEDURE FOR SIZING INDOOR GREASE INTERCEPTORS		
Step	Formula	Example
1	<u>Determine cubic content of fixture. Multiply length × width × depth.</u>	<u>A sink 48" long by 24" wide by 12" deep. Cubic content = 48 × 24 × 12 = 13,824 cubic inches.</u>
2	<u>Determine capacity in gallons. 1 gallon = 231 cubic inches.</u>	<u>Content in gallons: 13,824 ÷ 231 = 59.8 gallons.</u>
3	<u>Determine actual drainage load. The fixture is normally filled to about 75% of capacity with water. The items being washed displace about 25% of the fixture content; thus actual drainage load = 75% of fixture capacity.</u>	<u>Actual drainage load: 0.75 × 59.8 = 44.9 gallons.</u>
4	<u>In general, good practice dictates a 1-minute drainage period; however, where conditions permit, a 2-minute drainage period is acceptable. Drainage period is the actual time required to completely drain the fixture. Flow Rate = Actual Drainage Load ÷ Drainage Period</u>	<u>Calculate flow rate and drainage period:</u> <u>1-minute period: 44.9 ÷ 1 = 44.9 GPM</u> <u>2-minute period: 44.9 ÷ 2 = 22.5 GPM</u>
5	<u>From Table 6.2 select the interceptor corresponding to the calculated flow rate. Select the next larger size when the flow rate falls between two listed sizes.</u>	<u>1-minute period: 44.9 GPM requires PDI size 50.</u> <u>2-minute period: 22.5 GPM requires PDI size 25.</u>

4. Sizing by known compartment sizing.



- a. Standard PDI-certified grease interceptors applicable to various size fixtures commonly used in domestic, commercial, and institutional installations. The selections listed are based on the PDI sizing formula by GPM.

TABLE 70-149.3(C): PDI SIZE GREASE INTERCEPTOR				
<u>Fixture Compartment Size (inches)</u>	<u>Number of Compartments</u>	<u>Drainage Load (Gallons)</u>	<u>1-Minute Drainage Period</u>	<u>2-Minute Drainage Period</u>
<u>18 × 12 × 8</u>	<u>1</u>	<u>4.2</u>	<u>7</u>	<u>4</u>
<u>16 × 14 × 8</u>	<u>1</u>	<u>5.8</u>	<u>7</u>	<u>4</u>
<u>20 × 18 × 8</u>	<u>1</u>	<u>9.4</u>	<u>10</u>	<u>7</u>
<u>18 × 18 × 8</u>	<u>2</u>	<u>15.0</u>	<u>15</u>	<u>10</u>
<u>20 × 18 × 8</u>	<u>2</u>	<u>18.7</u>	<u>20</u>	<u>10</u>
<u>30 × 20 × 8</u>	<u>1</u>	<u>15.5</u>	<u>20</u>	<u>10</u>
<u>24 × 20 × 12</u>	<u>1</u>	<u>18.7</u>	<u>20</u>	<u>10</u>
<u>22 × 20 × 12</u>	<u>2</u>	<u>23.0</u>	<u>25</u>	<u>15</u>
<u>22 × 20 × 12</u>	<u>2</u>	<u>34.0</u>	<u>35</u>	<u>20</u>
<u>24 × 24 × 12</u>	<u>2</u>	<u>44.9</u>	<u>50</u>	<u>25</u>
<u>22 × 20 × 12</u>	<u>3</u>	<u>51.4</u>	<u>70</u>	<u>35</u>
<u>(2) 22 × 20 × 12</u>	<u>4</u>	<u>68.0</u>	<u>75</u>	<u>50</u>
<u>(2) 24 × 24 × 12</u>	<u>4</u>	<u>89.8</u>	<u>100</u>	<u>75</u>

5. Sizing outdoor grease interceptors.

- a. Sizing shall be determined using the approved manning formula:

TABLE 70-149.3(D): OUTDOOR GREASE INCEPTOR SIZING MANNING FORMULA
<u>Interceptor Size = [Flow Rate per sink or fixture × Sum of Fixture Ratings + Discharge Rate from Mechanical Washers] × 24-minute Retention Time</u> <u>Or,</u> <u>$I = [(Fr \times R) + D] \times T$</u> <u>Where:</u> <u>I = Interceptor size (gallons)</u> <u>Fr = Flow rate (GPM)</u> <u>R = Fixture rating</u> <u>D = Discharge rate from mechanical washers</u> <u>T = Retention time (24 minutes)</u>

- b. Flow rates: Flow rate, measured in gallons per minute (GPM), is determined based on the slope, pipe texture, and pipe diameter. The following rates are pre-calculated:

TABLE 70-149.3(E): OUTDOOR GREASE INCEPTOR FLOW RATES



<u>Pipe Diameter</u>	<u>Flow Rate</u>
<u>0.5"</u>	<u>0.8 GPM/fixture</u>
<u>1.0"</u>	<u>5.0 GPM/fixture</u>
<u>1.5"</u>	<u>15 GPM/fixture</u>
<u>2.0"</u>	<u>33 GPM/fixture</u>
<u>2.5"</u>	<u>59 GPM/fixture</u>
<u>3.0"</u>	<u>93 GPM/fixture</u>

- c. Fixture ratings: Fixture ratings of grease-laden waste streams are pre-determined values for specific kitchen drainage points, such as sinks, wash basins, and floor drains. These values represent factors by which the flow rate of a drainage pipe is multiplied to estimate the potential water movement out of the fixture.

TABLE 70-149.3(F): OUTDOOR GREASE INCEPTOR FLOW RATES	
<u>Fixture Type</u>	<u>Rating</u>
<u>2-, 3-, or 4-compartment sink</u>	<u>1.0</u>
<u>1- or 2-compartment meat prep sink</u>	<u>0.75</u>
<u>Pre-rinse sink</u>	<u>0.5</u>
<u>1- or 2-compartment vegetable prep sink</u>	<u>0.25</u>
<u>Can wash</u>	<u>0.25</u>
<u>Mop sink</u>	<u>0.25</u>
<u>Floor drain</u>	<u>0.0</u>

- d. Mechanical washers: The discharge rate from dishwashers, laundry machines, glass washers, etc., must be added to the Manning Formula calculation because they may introduce large quantities of water into the drain in a short period of time. The manufacturer's specifications should indicate the discharge rate in GPM.
- a-e. Retention time: The 24-minute retention time is a pre-calculated amount of time determined to be necessary for grease to separate from water and should always be applied in the Manning Formula.

C. EXCEPTIONSExceptions:

1. Under certain circumstances, the interceptor size and location may necessitate special exceptions to this policy. If an exception to this policy is requested, the User must demonstrate that the size and location will not cause the facility any problems in meeting the discharge requirements of the regulations.

70-149.4. Education and enforcement program.

A. IntroductionPurpose.

1. The Collection System Permit ("Permit") issued to the City of Brevard by the North Carolina Department of Environmental Quality ("NCDEQ") requires the City of Brevard to maintain an educational and



enforcement program requiring the proper operation of all grease traps connected to the wastewater collection system. This document has been prepared to meet the requirements of the Permit and as a control mechanism for the build-up of FOG. The purpose of the Enforcement Response Plan (ERP) is to provide guidelines for anticipated situations. In general, enforcement actions will be taken in accordance with this plan, however, the actions listed herein are not exclusive, and the City of Brevard reserves the right to take other enforcement actions available to it.

A major cause of sewer blockages and Sewer System Overflows (SSO) are fats, oils, and grease (FOG) entering the system and building up in the pipes. The grease is generated by restaurants and domestic users. Domestic users include apartment complexes, housing developments (neighborhoods), and individual residents. FOG is generated from improper disposal after cooking, allowing it to enter the system and adhere to the sides of sewer pipes. The build-up of FOG continues until the pipe is completely blocked.

To prevent sewer blockages and SSO's, the City of Brevard has developed a Pretreatment FOG Program to provide education, regulate discharges and reduce FOG in wastewater discharged to the City Wastewater System. The City of Brevard offers educational tools for restaurant management, workers, homeowners, and the general public. The most effective method for controlling FOG is to prevent its introduction into the sewer system, and this is best accomplished through education. The City's education program consists of Power Point presentations to Civic Groups, schools, Plumbers Associations, Homeowner's Associations, brochures, and media coverage. The FOG Program also provides enforcement of the FOG regulations through inspections, review of maintenance records, consent orders, administrative orders, and civil penalties.

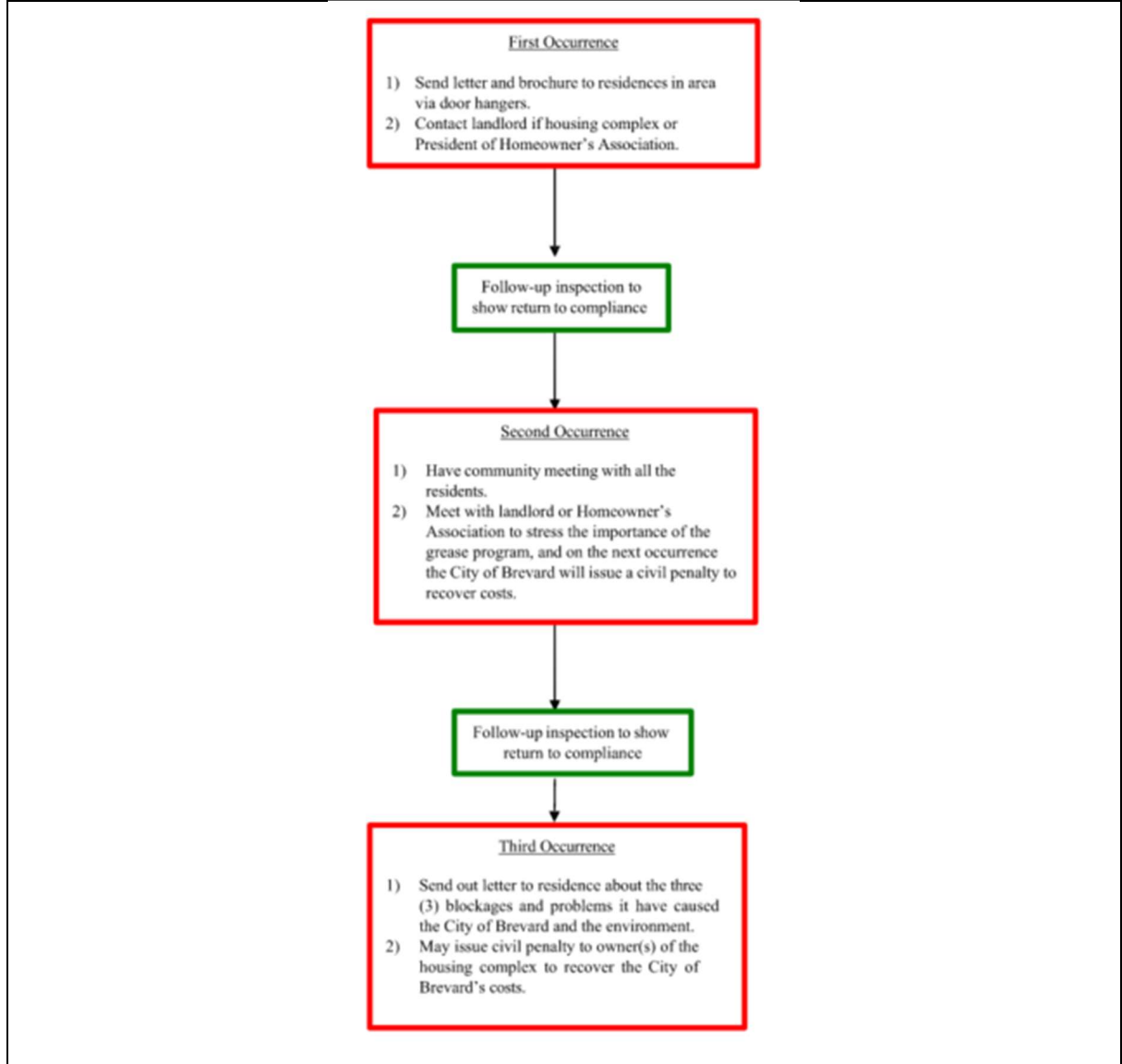
2. The education component ~~will~~is be focused on all customers, ~~but it is really as it is~~ the primary means of FOG control in residential settings. The education component in residential settings ~~will~~shall include distribution of FOG information brochures twice a year and additional outreach in areas that may have a higher frequency of blockages.

A.B. Domestic Grease Blockage & Education.

1. Following a domestic Grease~~r~~ blockage violation, the City will conduct targeted outreach and education prior to issuing a civil penalty:
 - a. First Occurrence.
 - i. Send letters and brochures to residents via door hangers.
 - ii. Contact landlord if housing complex or President of Homeowner's Association.
 - b. City conducts Follow-up inspection to show return to compliance.
 - c. Second Occurrence.
 - i. Have community meetings with all the residents.
 - ~~i.~~ii. b. Meet the landlord or Homeowner's Association to stress the importance of the grease program and ~~that~~ the next occurrence the City will issue civil penalty to recover the costs.
 - ~~ii.~~iii. Follow-up inspection to show return to compliance.
 - d. Third Occurrence.
 - i. Send out letter to residence about the three (3) blockages and problems it has caused the City and the environment.
 - ii. May issue civil penalty to owners of the housing complex to recover the City's costs.



FIGURE 70-149.4(A): OUTLINE OF DOMESTRIC GREAR BLOCKAGE NOTIFICATION AND EDUCATION PROCEDURES



C. General domestic grease Education of the following Groups to help combat Domestic Grease.

2-1. To promote general education of the FOG program and prevent domestic grease, the education program shall include the following:

- a. Public service announcements published in newspaper having general circulation in the city and other forms of public notification via the Times and City of Brevard website.
- b. Targeted outreach to heavy residential users, professional organizations, and civic groups, including, but not limited to, the following:
 - i. Schools, elementary through college.
 - ii. Homeowners Associations.



- iii. Plumber Associations.
- iv. Builder Associations.
- v. Transylvania County Health Department and Building Code Inspectors.
- ~~b.c. Translate grease informational materials brochures into different other languages.~~
- ~~c. Educate Civic Groups and possibly enlist their help.~~

70-149.5. Enforcement actions.

A. The City is authorized by North Carolina General Statutes 143-215.6A and this ordinance, in accordance with Section 70-155.

B. **Criminal penalties.** ~~In addition to the actions listed above~~ Furthermore, a User who violates the provisions of NCGS 143-2156.B may be referred by the City Manager to the District Attorney for possible criminal prosecution.

- 1. In determining the amount of a Civil Penalty, the City Manager may consider the following:
 - a. The degree and extent of the harm done to the natural resources of the State, to the public health, or to public or private property as a result of the violation;
 - b. The duration and gravity of the violation;
 - c. The effect on ground or surface water quality, or air quality;
 - d.
 - e. The cost of repairing the damage to the Sewerage System, to property and to the natural resources of the State;
 - f. The amount of money saved, if any, due to noncompliance, including the cost of continuing to discharge in noncompliance instead of stopping operations;
 - g. Whether the violation was committed negligently, grossly negligent, willfully or intentionally;
 - h. The prior record of the User in complying with or failing to comply with the conditions of the grease regulations, the City of Brevard's Sewer Use Ordinance, or other environmental laws of this State and EPA;
 - i. The cost to the City of Brevard, including attorney fees, sampling costs, cost of additional laboratory analysis, cost of engineering and consulting fees necessary, in the opinion of the City, to determine the nature and extent of damage, prevent further damage and repair any damage.

C. **Investigation of ~~Non-compliance~~Noncompliance.**

- 1. The Staff of the City of Brevard will generally investigate User compliance with the grease regulations and the SUO in the following ways:
 - a. On-site inspections of the User including scheduled and unscheduled visits;
 - b. Review of work order database maintained by the City of Brevard Collection System ORC, which identifies grease blockages downstream of the User;
 - c. Review of submitted cleaning records.

D. **Types of Violation.**

- 1. Types of violations to the FOG provisions include, but are not limited to, the following: ~~The following is a list of different types of violations, by category. This list is not exclusive but serves as a general list of anticipated types of noncompliance. The City of Brevard's SUO, State and Federal laws and regulations serve as additional references for requirements.~~
 - a. **Build-up of FOG in Sewer System:** Users must prevent the build-up of FOG in the sewer system. This is to be accomplished through using a FOG removal system and preventing FOG from being put into the sewer system.



- b. Failure to install a FOG Removal System: User fails to install a FOG removal system at the request of The City of Brevard.
- c. Unauthorized Installation or modification of FOG Removal System: Users must obtain written authorization from The City of Brevard before installing or modifying a FOG collection system.
- d. Failure to have Final Installation Inspection: The FOG removal system is to have a final installation inspection conducted by The City of Brevard before the food establishment can open.
- e. Failure to Maintain FOG Collection System: The FOG collection system shall be maintained in good working order and properly operated in accordance with the 25% Rule by the owner or user at his cost and expense.
- f. Failure to Maintain FOG Collection System Resulting in an Overflow Event at the FSE: All kitchen operations shall be immediately suspended and remain discontinued until the FOG Removal System has been adequately cleaned, serviced, and/or repaired.
- g. Failure to Maintain Records: The owner or user shall have maintenance records available for inspection and to document cleaning and repair of the FOG removal system.
- h. Incorrect Installation of FOG Removal System: The FOG removal system is to be correctly installed with the influent waste stream going into the influent chamber, not the effluent chamber.
- i. Failure to meet Regulatory Requirements: The failure to meet the requirements of a NOV (Notice of Violation), milestone dates of Consent Order or Administrative Order shall be considered a violation. Each day a User is not in compliance may be considered a separate violation.
- j. Falsification of Records: Records that have been altered show cleaning or repairs to the FOG removal system that have not occurred.
- k. Inadequate Hydraulic Retention Time: The FOG removal system has become hydraulic overloaded.
- l. Structural Failure of Trap/Interceptor: The treatment/removal of FOG has been diminished by the failure of baffles or sanitary tees that are allowing FOG to be released to the sewer system, and the unit can no longer effectively remove FOG from the waste stream.
- m. Denied Entry: All FSE's with a FOG Removal System shall be subject to evaluation and inspection by City Of Brevard representatives.

E. Enforcement procedures. Matrix

1. FOG provisions shall utilize a tired enforcement structure, as described herein.
 - a. The Enforcement Tier structure is a seven Tier system based on a rolling 12-month period.
 - b. The User will step up a Tier each time the same violation occurs within a 180 day-period.
 - c. In cases where there is harm or potential harm to the City of Brevard, public health or the environment or in other extraordinary cases, one or more tiers may be skipped in order to bring the User into compliance.
2. Tiered enforcement matrix:

TABLE 70-149.5(A): FOG TIERED ENFORCEMENT STRUCTURE				
Type of Noncompliance	First Occurrence	Second Occurrence	Third Occurrence	Fourth Occurrence
Minor Violation: <u>Failure to maintain FOG Collection system</u> <u>Failure to maintain records</u> <u>Cleaning logs not available or accessible</u> <u>Use of solvents to clean trap/interceptor</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>



<u>Intermediate Violation:</u> <u>Incorrect installation of FOG removal system</u> <u>Structural failure of trap/interceptor</u> <u>Inadequate hydraulic retention time</u> <u>Failure to respond to correspondence or phone messages</u> <u>Failure to have final inspection</u> <u>Unauthorized installation of FOG removal system</u> <u>Failure to maintain FOG collection system resulting in an overflow event at the FSE</u> <u>Denied entry</u>	Tier 2	Tier 3	Tier 4	Tier 5
<u>Major Violation:</u> <u>FOG build up in sewer system</u> <u>Failure to install trap/interceptor</u> <u>Falsification of records</u> <u>Failure to meet regulatory requirements</u>	Tier 3	Tier 4	Tier 5	Tier 6
<u>Sanitary Sewer Overflows:</u> <u>FOG accumulation in collection system causing a sewer overflow</u>	Tier 4	Tier 5	Tier 6	Tier 7

3. Penalties associated with enforcement:

TABLE 70-149.5(A): FOG TIERED ENFORCEMENT STRUCTURE PENALTIES	
<u>Tier</u>	<u>Administrative Penalty</u>
Tier 1	No civil penalty; Notice of Violation (NOV)
Tier 2	Up to \$500 civil penalty; NOV
Tier 3	\$750 to \$1,500 civil penalty; NOV; Consent agreement
Tier 4	\$1,500 to \$3,000 civil penalty; NOV; consent order or administrative order
Tier 5	\$3,000 to \$10,000 civil penalty; NOV; administrative order; public notice
Tier 6	\$10,000 to \$25,000 civil penalty; NOV; show cause order; public notice, possible termination of services
Tier 7	\$10,000 to \$25,000 civil penalty; NOV; show cause order; public notice, termination of services
SSO	In addition to the civil penalties above, the City may recover any operational cost associated with removal and cleanup of an SSO. If any penalties or fines are assessed against the City by the State of North Carolina or EPA as a result of a SSO, the penalties or fines may be passed along to the perpetrator.
Note: These penalties are in addition to assessed reimbursement costs as specified in Section 9.2(c) of the Sewer Use Ordinance for legal fees, equipment repair or replacement, any additional monitoring	



of the City of Brevard is required to do, and any penalties assessed to the City resulting from the subject violation.

4. Enforcement Responses. The following provisions shall guide the City's enforcement procedures:
- a. Phone calls and Verbal warnings may be used immediately upon the recognition of a violation to expedite the correction of the violation at the lowest level possible. These actions shall be documented in the User's file.
 - b. Notices of Violation are to be used for violations, which in the discretion of the Wastewater Treatment Director impact the operation of the sewer system.
 - c. Conferences are to be used where NOV's, Phone Calls or Verbal Warnings do not obtain results. They shall be held at the City of Brevard City Hall with the User, Public Works Director and/or Wastewater Treatment Directors and Pretreatment Personnel. The City Manager will be present when necessary.
 - d. Consent Agreements (CA's) are to be used as a tool in responding to significant or continued noncompliance. The terms and conditions of CA's may be negotiated depending upon circumstances involved.
 - e. Consent Orders are to be used as an escalated type of response to significant or continued noncompliance and/or failure to meet established milestones. Administrative Penalties, recovery of damages, assessments and extraordinary expenses will also be used as an enforcement tool.
 - f. Civil Penalties are to be used as a punitive deterrent for continued noncompliance and/or failure to meet established milestones. The recovery of damages, assessments and extraordinary expenses will also be used as an enforcement tool.
 - g. Administrative Orders (AO's) are to be used if compliance is not met through Consent Agreements or Consent Orders. The AO's will have established milestone dates and Administrative Penalties will be issued if the milestone dates are not met.
 - h. Administrative Orders will be issued to initiate actions leading to formal hearings in cases of continued significant noncompliance or where the City Manager determines that emergency enforcement actions are necessary.
 - i. Civil Action may be used in cases of continued significant noncompliance or where the City Manager determines that emergency actions are necessary.
 - j. Service Termination will be used in recurring noncompliance or emergency cases where there is harm to the City of Brevard staff, City property, private property, public, health or the environment.
 - k. Responses to violations affecting the operation of the City of Brevard, resulting in the City's NPDES Permit and/or Collection System Permit violations, or resulting in environmental harm or endangerment to human health will be taken immediately or as soon as possible following discovery.

F. ~~8.~~ Termination of Services

1. Tier 7 violations may result in termination of services. It shall be the responsibility of the City Manager to determine if this enforcement method is used; in determining whether service should be terminated, he/she may consider compliance history, interference with and impact on the Sewerage System including costs incurred by the City of Brevard. If the City Manager decides to terminate service, he/she will issue written Notice of Termination to the User.
2. Under non-emergency circumstances, no physical termination of services shall occur prior to 15 business days from the date of the Notice of Termination. During that period, the User shall be



afforded an opportunity to appeal directly or through legal counsel to present reasons why service should not be terminated. The User shall submit a request in writing to the City Manager within 15 business days of issuance of the Notice of Termination. The request shall state plainly the reasons the User feels that service should not be terminated. The service termination shall be suspended until the appeal is resolved.

1. However, the City Manager can order an immediate emergency disconnection of sewer and water services due to severe discharge violations, such as releasing unauthorized toxic substances, causing a clear and present danger to public health, the environment, or threatening severe damage to the treatment infrastructure prior to the appeal process. In this circumstance, the 15 day appeal period begins on the date of shutoff.
3. The City Manager may conduct a hearing and take testimony from the User and witnesses on his or her behalf, the City of Brevard's staff and others. The User may be represented by legal counsel and may cross-examine the City's staff and witnesses testifying. The City of Brevard may be represented by legal counsel, and the City staff may cross-examine the User and others testifying on his behalf. The City Manager may also choose to consider the matter using only written material submitted by the User and the City of Brevard.
4. Following the Hearing or, if there is not a hearing, following consideration of the written appeal, the City Manager shall decide as to whether or not service should be terminated. The City Manager shall have 15 business days from submission of the appeal to render a decision.
5. *Judicial review.* Any person against whom a final order or decision of the City Manager may seek judicial review of the order or decision by filing a written request for review by the Superior Court of Transylvania County within 30 days after receipt of notice by registered or certified mail of the order or decision, but not thereafter, along with a copy to the city. At the request of the Court the City Manager shall transmit to the reviewing court the original or a certified copy of the official record.

(Ord. No. 2013-01, § 2(Exh. B), 3-18-13; Ord. No. 2020-23 , § 1(Exh. A), 10-19-20; Ord. No. 2021-16 , § 1(Exh. A), 4-19-21)

G. 9. Domestic Grease Blockages.

1. Blockages of the sewer system caused by FOG in residential areas shall be classified as domestic FOG blockages. The City of Brevard will address these blockages in the following manner:
 - a. First Occurrence
 - i. The City shall send a letter and FOG brochure to the residents of the surrounding area advising of the blockage and problems it caused.
 - ii. Contact the local Homeowner's Association or owner(s) of the housing complex and educate them on the importance of FOG removal.
 - b. Second Occurrence
 - i. Have a community meeting with the residents and educate them on the importance of FOG removal.



- ii. Meet with the Homeowner's Association or owner(s) of the housing complex to review the FOG removal program and advise the City of Brevard may issue civil penalties on the next occurrence.

c. Third Occurrence

- i. Send out letters to the residents about the three blockages and the problems it has caused the City of Brevard -and the environment, including the cost of the clean-ups.
- ii. The City may issue civil penalties to the owner(s) of the housing complex to recover operational costs.

10. Enforcement Response Guide

This guide further outlines types of violations, the nature of the violation, enforcement responses, and the City of Brevard personnel involved. The guide is considered a part of the City's Enforcement Response Plan. The abbreviations utilized are defined as follows:

<u>CO</u>	<u>Consent Order</u>
<u>CA</u>	<u>Consent Agreement</u>
<u>CM</u>	<u>City Manager</u>
<u>AO</u>	<u>Administrative Order</u>
<u>NOV</u>	<u>Notice of Violation</u>
<u>NOC</u>	<u>Notice of Concern</u>
<u>FSE</u>	<u>Food Services Establishment</u>
<u>FOG</u>	<u>Fats, Oils & Grease</u>
<u>IWC</u>	<u>Industrial Waste Coordinator</u>
<u>SNC</u>	<u>Significant Non-Compliance</u>

70-~~142~~150. Fees.

- A. *Purpose.* It is the purpose of this chapter to provide for the recovery of costs from users of the wastewater disposal system of the city for the implementation of the program established herein. The applicable charges or fees shall be set forth in a schedule of sewer use charges and fees by the director and approved by city council. A copy of these charges and fees will be made available from the director.
- B. *User charges.* A user charge shall be levied on all users including, but not limited to, persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the POTW.
1. The user charge shall reflect, at least, the cost of debt service, operation and maintenance (including replacement) of the POTW.
 2. Each user shall pay its proportionate cost based on volume of flow.
 3. The director shall review annually the sewage contributions of users, the total costs of debt service, operation and maintenance of the POTW and will make recommendations to the city council for adjustments in the schedule of charges and fees as necessary.
 4. Charges for flow to the POTW not directly attributable to the users shall be distributed among all users of the POTW based upon the volume of flow of the users.



- C. *Surcharges.* The amount of the surcharges will be based upon the volume of flow and the character and concentration of the constituents of the wastewater:
1. The volume of flow used in determining the total discharge of wastewater for payment of user charges and surcharges shall be based on the following:
 - a. Metered water consumption as shown in the records of meter readings maintained by the city; or
 - b. If required or approved by the city, other flow monitoring devices which measure the actual volume of wastewater discharged to the sewer. Such devices shall be accessible and safely located, and the measuring system shall be installed in accordance with plans approved by the city. The metering system shall be installed and maintained at the user's expense.
 - c. Where any user procures all or part of his or her water supply from sources other than the city, the user shall install and maintain at his or her own expense a flow measuring device of a type approved by the city.
 2. The character and concentration of the constituents of the wastewater used in determining surcharges shall be determined by samples collected and analyzed by the city. Samples shall be collected in such a manner as to be representative of the actual discharge and shall be analyzed using procedures set forth in 40 CFR Part 136.
 3. The determination of the character and concentration of the constituents of the wastewater discharge by the director or his duly appointed representative(s) shall be binding as a basis for charges.
- D. *Pretreatment program administration charges.* The schedule of taxes, fees and charges of the annually adopted budget ordinance for the City of Brevard, may include charges and fees for:
1. Reimbursement of costs of setting up and operating the pretreatment program;
 2. Monitoring, inspections and surveillance procedures;
 3. Reviewing slug control plans, including accidental and/or slug load discharge procedures and construction plans and specifications;
 4. Permitting; and
 5. Other fees as the city may deem necessary to carry out the requirements of the pretreatment program.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-~~143~~151. Wastewater discharge permit application and issuance.

- A. *Wastewater dischargers.* It shall be unlawful for any person to connect or discharge to the POTW without first obtaining the permission of the city. When requested by the director, a user must submit information on the nature and characteristics of its wastewater within 30 days of the request. The director is authorized to prepare a form for this purpose and may periodically require users to update this information.
- B. *Wastewater permits.* All significant industrial users shall obtain a significant industrial user permit prior to the commencement of discharge to the POTW. Existing industrial users who are determined by the director to be significant industrial users shall obtain a significant industrial user permit within 180 days of receiving notification of the POTW director's determination. Industrial users who do not fit the significant industrial user criteria may at the discretion of the director be required to obtain a wastewater discharge permit for non-significant industrial users.
1. *Significant industrial user determination.* All persons proposing to discharge non-domestic wastewater, or proposing to change the volume or characteristics of an existing discharge of non-domestic wastewater shall request from the director a significant industrial user determination. If the director determines or



suspects that the proposed discharge fits the significant industrial user criteria, he will require that a significant industrial user permit application be filed.

2. *Significant industrial user permit application.* Users required to obtain a significant industrial user permit shall complete and file with the city, an application in the form prescribed by the director, and accompanied by an application fee in the amount prescribed in the schedule of charges and fees. Significant industrial users shall apply for a significant industrial user permit within 90 days after notification of the POTW director's determination in subsection 70-~~143~~151.B.1 above. The application shall include at a minimum:

- a. Name of industrial user;
- b. Address of industrial user;
- c. Standard industrial classification (SIC) code(s) or expected classification and industrial user category;
- d. Wastewater flow;
- e. Types and concentrations (or mass) of pollutants contained in the discharge;
- f. Major products manufactured or services supplied;
- g. Description of existing on-site pretreatment facilities and practices;
- h. Locations of discharge points;
- i. Raw materials used or stored at the site;
- j. Flow diagram or sewer map for the industrial user;
- k. Number of employees;
- l. Operation and production schedules; and
- m. Description of current and projected waste reduction activities in accordance with G.S. 143-215.1(g).

3. *Application signatories and certification.* All wastewater discharge permit applications and user reports must be signed by the current authorized representative of the user on file with the control authority as defined in Section 1-2. and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

4. *Application review and evaluation.* The director will evaluate the data furnished by the user and may require additional information.
 - a. The director is authorized to accept applications for the city and shall refer all applications to the POTW staff for review and evaluation.
 - b. The director shall acknowledge and accept the complete application; or if not complete, shall return the application to the applicant with a statement of what additional information is required.
5. *Tentative determination and draft permit.*
 - a. The POTW staff shall conduct a review of the application and an on-site inspection of the significant industrial user, including any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the significant industrial user permit.



- b. If the staff's tentative determination in subsection 70-~~143151~~.B.5.a. above is to issue the permit, the following additional determinations shall be made in writing:
 - i. Proposed discharge limitations for those pollutants proposed to be limited;
 - ii. A proposed schedule of compliance, including interim dates and requirements, for meeting the proposed limitations; and
 - iii. A brief description of any other proposed special conditions which will have significant impact upon the discharge described in the application.
 - c. Subsections 70-~~143151~~.B.5.a. and 70-~~143151~~.B.5.b. above and the general permit conditions of the city into a significant industrial user permit.
6. *Permit supporting documentation.* The control authority staff shall prepare the following documents for all significant industrial user permits.
 - a. An allocation table (AT) listing permit information for all significant industrial users, including, but not limited to, permit limits, permit effective and expiration dates, and a comparison of total permitted flows and loads with division-approved maximum allowable loadings of the POTW, including flow, on forms or in a format approved by the division. The AT shall be updated as permits are issued or renewed, and as permits are modified where the permitted limits or other AT information is revised.
 - b. The basis, or rationale, for the pretreatment limitations, including the following:
 - i. Documentation of categorical determination, including documentation of any calculations used in applying categorical pretreatment standards; and
 - ii. Documentation of the rationale of any parameters for which monitoring has been waived under 40 CFR Part 403.12(e)(2).
7. *Final action on significant industrial user permit applications.*
 - a. The director shall take final action on all applications not later than 90 days following receipt of a complete application.
 - b. The director is authorized to:
 - i. Issue a significant industrial user permit containing such conditions as are necessary to effectuate the purposes of this ordinance and G.S. 143-215.1;
 - ii. Issue a significant industrial user permit containing time schedules for achieving compliance with applicable pretreatment standards and requirements;
 - iii. Modify any permit upon not less than 60 days' notice and pursuant to subsection 70-~~143151~~.B.9;
 - iv. Revoke any permit pursuant to subsection 70-~~147155-A~~;
 - v. Suspend a permit pursuant to subsection 70-~~147155-A~~;
 - vi. Deny a permit application when in the opinion of the director such discharge may cause or contribute to pass-through or interference of the wastewater treatment plant or where necessary to effectuate the purposes of G.S. 143-215.1.
8. *Permit modification.*
 - a. Modifications of permits shall be subject to the same procedural requirements as the issuance of permits except as listed below. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.



- i. Changes in the ownership of the discharge when no other change in the permit is indicated,
 - ii. A single modification of any compliance schedule not in excess of four months,
 - iii. Modification of compliance schedules (construction schedules) in permits for new sources where the new source will not begin to discharge until control facilities are operational.
 - b. Within nine months of the promulgation of a national categorical pretreatment standard, the wastewater discharge permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a national categorical pretreatment standard, has not previously submitted an application for a wastewater discharge permit as required by subsection 70-~~143~~151(b)(2), the user shall apply for a wastewater discharge permit within 180 days after the promulgation of the applicable national categorical pretreatment standard.
 - c. A request for a modification by the permittee shall constitute a waiver of the 60-day notice required by G.S. 143-215.1(b) for modifications.
9. *Permit conditions.*
 - a. The director shall have the authority to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this ordinance and G.S. 143-215.1. Wastewater permits shall contain, but are not limited to, the following:
 - i. A statement of duration (in no case more than five years);
 - ii. A statement of non-transferability;
 - iii. Applicable effluent limits based on categorical standards or local limits or both;
 - iv. Applicable monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state and local law;
 - v. Requirements for notifying the POTW in the event of an accidental discharge or slug load as defined in Section 1-2;
 - vi. Requirements to implement a plan or other controls for prevention of accidental discharges and/or slug loads, if determined by the director to be necessary for the user and,
 - vii. Requirements for immediately notifying the POTW of any changes at its facility affecting the potential for spills and other accidental discharges, or slug load. Also see subsections 70-144152.E and 70-144152.F; and
 - viii. A statement of applicable civil and/or criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule.
 - b. In addition, permits may contain, but are not limited to, the following:
 - i. Limits on the average and/or maximum rate of discharge, and/or requirements for flow regulation and equalization.
 - ii. Limits on the instantaneous, daily and/or monthly average and/or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.
 - iii. Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
 - iv. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the municipal wastewater system.



- v. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the system.
 - vi. Requirements for installation and maintenance of inspection and sampling facilities and equipment.
 - vii. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
 - viii. Requirements for immediate reporting of any instance of noncompliance and for automatic resampling and reporting within 30 days where self-monitoring indicates a violation(s).
 - ix. Compliance schedules for meeting pretreatment standards and requirements.
 - x. Requirements for submission of periodic self-monitoring or special notification reports.
 - xi. Requirements for maintaining and retaining plans and records relating to wastewater discharges as specified in subsection 70-144152.M and affording the director, or his representatives, access thereto.
 - xii. Requirements for prior notification and approval by the director of any new introduction of wastewater pollutants or of any significant change in the volume or character of the wastewater prior to introduction in the system.
 - xiii. Requirements for the prior notification and approval by the director of any change in the manufacturing and/or pretreatment process used by the permittee.
 - xiv. A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the terms of the permit.
 - xv. Other conditions as deemed appropriate by the director to ensure compliance with this ordinance, and state and federal laws, rules, and regulations.
10. *Permit duration.* Permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than a year or may be stated to expire on a specific date.
 11. *Permit transfer.* Wastewater permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.
 12. *Permit reissuance.* A significant industrial user shall apply for permit reissuance by submitting a complete permit application in accordance with subsection 70-143151.B a minimum of 90 days prior to the expiration of the existing permit.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14; Ord. No. 2023-43, § 1(Exh. A), 9-5-23)

70-144152. Reporting requirements.

A. Baseline monitoring reports (BMRs).

1. Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in subsection 70-144152.A.2, below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the director a report which contains the information listed in subsection 70-144152.A.2, below. A new source shall



report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

2. Users described above shall submit the information set forth below:

- a. *Identifying information.* The name and address of the facility, including the name of the operator and owner.
- b. *Environmental permits.* A list of any environmental control permits held by or for the facility.
- c. *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
- d. *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
- e. *Measurement of pollutants.*
 - i. The categorical pretreatment standards applicable to each regulated process.
 - ii. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the POTW director, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in subsection 70-~~144~~152.J of this ordinance.
 - iii. Sampling must be performed in accordance with procedures set out in subsection 70-~~144~~152.K of this ordinance and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4).
- f. *Certification.* A statement, reviewed by the user's current authorized representative of the industrial user as defined in Section ~~1~~-2 and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- g. *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in subsection 70-~~144~~152.B of this ordinance.
- h. *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with subsection ~~70-143~~151.B.3 of this ordinance.

B. Compliance schedule progress reports. The following conditions shall apply to the compliance schedule required by subsection 70-~~144~~152.A.2.g. of this ordinance:

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major



components, commencing and completing construction, and beginning and conducting routine operation);

2. No increment referred to above shall exceed nine months;
 3. The user shall submit a progress report to the director no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
 4. In no event shall more than nine months elapse between such progress reports to the director.
- C. *Reports on compliance with categorical pretreatment standard, deadline.* Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the director a report containing the information described in subsections 70-~~144~~152.A.2.d. through 70-~~144~~152.A.2.f. of this ordinance. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with subsection 70-~~143~~151.B.3 of this ordinance.
- D. *Periodic compliance reports.* The control authority may sample and analyze user discharges in lieu of requiring the users to conduct sampling and analysis.
1. All significant industrial users shall, at a frequency determined by the director but in no case less than once every six months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the applicable flows for the reporting period. Sampling and analysis must be performed in accordance with procedures set out in subsections 70-~~144~~152.J and 70-144.K of this ordinance. All periodic compliance reports must be signed and certified in accordance with subsection 70-~~143~~151.B.3 of this ordinance.
 2. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the director, using the procedures prescribed in subsections 70-~~144~~152.J and 70-~~144~~152.K of this ordinance, the results of this monitoring shall be included in the report.
- E. *Reports of changed conditions.* Each user must notify the director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change. The permittee shall not begin the changes until receiving written approval from the ~~directorecontrol authority~~. See subsection 70-~~144~~152.F.4 for other reporting requirements.
1. The director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under subsection 70-~~143~~151.B of this ordinance.
 2. The director may issue a wastewater discharge permit under subsection 70-~~143~~151.B of this ordinance or modify an existing wastewater discharge permit under subsection 70-~~143~~151.B of this ordinance in response to changed conditions or anticipated changed conditions.
 3. For purposes of this requirement, significant changes include, but are not limited to, flow or pollutant increases of 15 percent or greater, or the discharge of any previously unreported pollutants.
- F. *Reports of potential problems.*



1. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load that may cause potential problems for the POTW, the user shall immediately telephone and notify the POTW director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
 2. Within five days following such discharge, the user shall, unless waived by the director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
 3. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection 70-~~144~~152.F.1, above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.
 4. All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load.
- G. Reports from unpermitted users.** All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the director as the director may require.
- H. Notice of violation/repeat sampling and reporting.**
1. If sampling performed by a user indicates a violation, the user must notify the director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the violation. If allowed by the director, the user is not required to resample:
 - a. If the director monitors at the user's facility at least once a month; or
 - b. If the director samples between the user's initial sampling and when the user receives the results of this sampling.
 2. If the director has performed the sampling and analysis in lieu of the industrial user and the POTW sampling of the user indicates a violation, the director shall repeat the sampling and obtain the results of the repeat analysis within 30 days after becoming aware of the violations, unless one of the following occurs:
 - a. The director monitors at the user's facility at least once a month; or
 - b. The director samples the user between their initial sampling and when the POTW receives the results of this initial sampling; or
 - c. The director requires the user to perform sampling and submit the results to the director within the 30-day deadline of the POTW becoming aware of the violation.
- I. Notification of the discharge of hazardous waste.** The city prohibits the discharge of any hazardous wastes without notification to and approval by the director.
1. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261,



the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharge during the calendar month, and an estimation of the mass and concentration of such constituents in the waste stream expected to be discharged during the following 12 months. All notifications must take place no later than 90 days before the discharge commences. The user shall not begin the discharge until receiving written approval from the city. Any notification under this paragraph need be submitted only once for each hazardous waste discharge. However, notifications of changed conditions must be submitted under subsection 70-[144152](#).E. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of subsections 70-[144152](#).A, subsection 70-[144152](#).C, and subsection 70-[144152](#).D.

2. Dischargers are exempt from the requirements of subsection 70-[144152](#).I.1, above, during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specific in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
 3. In the case of any new regulation under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
 4. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
 5. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable federal or state law.
- J. *Analytical requirements.* All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed by a laboratory certified by the state to perform the wastewater analyses in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA and city. Analyses must be performed by a state certified lab for each parameter analyzed, if such certification exists for that parameter.
- K. *Grab and composite sample collection.*
1. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be operated in accordance with best management practices, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in this manner shall not be grounds for the user to claim that sample results are unrepresentative of its discharge and may be in violation of its wastewater discharge permit.
 2. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, volatile organic compounds, and any other pollutants as required by 40 CFR 136. The POTW shall determine the number



of grabs necessary to be representative of the user's discharge. See 40 CFR 403.12(g)(5) for additional grab sample number requirements for baseline monitoring reports and 90-day compliance reports. Additionally, the director may allow collection of multiple grabs during a 24-hour period which are composited prior to analysis as allowed under 40 CFR 136.

3. Composite samples: All wastewater composite samples shall be collected with a minimum of hourly aliquots or grabs for each hour that there is a discharge. All wastewater composite samples shall be collected using flow proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the director. When authorizing time-proportional composites or grabs, the samples must be representative and the decision to allow the alternative sampling must be documented.
- L. *Timing.* Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.
- M. *Record keeping.* Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the director.
- N. *Electronic reporting.* The director may develop procedures for receipt of electronic reports for any reporting requirements of this ordinance. Such procedures shall comply with 40 CFR Part 3. These procedures shall be enforceable under section [70-147155](#).
- O. *Special reporting requirements for IUs in satellite POTWs.* In the case of industrial user located in a satellite POTW organization's jurisdiction, all information required to be reported to the industrial user's pretreatment program control authority by the section shall also be reported to the POTW treatment plant organization.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14; Ord. No. [2023-43](#), § 1(Exh. A), 9-5-23)

[70-145153](#). Compliance monitoring.

- A. *Monitoring facilities.* The city requires the user to provide and operate at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the requirements of the city and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city.



- B. *Inspection and sampling.* The city will inspect the facilities of any user to ascertain whether the purpose of this ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city, approval authority and EPA or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The city, approval authority and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the city, approval authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Denial of the city's, approval authority's, or EPA's access to the user's premises shall be a violation of this ordinance. Unreasonable delays may constitute denial of access.
- C. *Search warrants.* If the city, approval authority, or EPA has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the city, approval authority, or EPA may seek issuance of a search warrant from the court having jurisdiction within the city.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-~~146~~154. Confidential information.

- A. Information and data provided by an industrial user to the director pursuant to this ordinance identifying the nature and frequency of a discharge, shall be available to the public without restriction. All other information which may be so submitted by an industrial user to the director in connection with any required reports shall also be available to the public unless the industrial user or other interested person specifically identifies the information as confidential upon submission and is able to demonstrate to the satisfaction of the director that the disclosure of such information or a particular part thereof to the general public would divulge methods or processes entitled to protection as trade secrets.
- B. Information provided by an industrial user to the director that is determined to be entitled to confidential treatment shall be made available upon written request to the division of water quality or any state agency for uses related to the pretreatment program, the National Pollutant Discharge Elimination System (NPDES) permit, collection system permit, stormwater permit, and/or non-discharge permit, and for uses related to judicial review or enforcement proceedings involving the person furnishing the report.
- C. Information and data received by the division or other state agency, ~~under subsection 70-146.3C as described herein, above~~ shall be subject to the processes set forth in G.S. 143-215.3C.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-~~147~~155. Enforcement.

- A. *Administrative remedies.*
1. *Notice of violation (NOV).* Whenever the director finds that any industrial user has violated or is violating this ordinance, wastewater permit, or any prohibition, limitation or requirements contained therein or any other pretreatment requirement the director may serve upon such a person a written notice stating the nature of the violation. Within 30 days from the date of this notice, an explanation for the violation



and a plan for the satisfactory correction thereof shall be submitted to the city by the user. Submission of this plan does not relieve the discharger of liability for any violations occurring before or after receipt of the notice of violation.

2. *Consent orders.* The director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as an administrative order issued pursuant to subsection 70-~~147~~155.A.4, below.
3. *Show cause hearing.* The director may order any industrial user who causes or is responsible for an unauthorized discharge, has violated this ordinance or is in noncompliance with a wastewater discharge permit to show cause why a proposed enforcement action should not be taken. In the event the director determines that a show cause order should be issued, a notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of a corporation.

The director shall review the evidence presented at the hearing and determine whether the proposed enforcement action is appropriate.

A show cause hearing under this section is not a prerequisite to the assessment of a civil penalty under subsection 70-147.B nor is any action or inaction taken by the POTW director under this section subject to an administrative appeal under subsection ~~70-143~~151.B.8.

4. *Administrative orders.* When the director finds that an industrial user has violated or continues to violate this ordinance, permits or orders issued hereunder, or any other pretreatment requirement, the director may issue an order to cease and desist all such violations and direct those persons in noncompliance to do any of the following:
 - a. Immediately comply with all requirements;
 - b. Comply in accordance with a compliance time schedule set forth in the order;
 - c. Take appropriate remedial or preventive action in the event of a continuing or threatened violation;
 - d. Disconnect unless adequate treatment facilities, devices or other related appurtenances are installed and properly operated within a specified time period.
5. *Emergency suspensions.* The director may suspend the wastewater treatment service and/or wastewater permit when such suspension is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, interferes with the POTW or causes the POTW to violate any condition of its NPDES or non-discharge permit.



Any user notified of a suspension of the wastewater treatment service and/or the wastewater permit shall immediately stop or eliminate the contribution. A hearing will be held within 15 days of the notice of suspension to determine whether the suspension may be lifted or the user's waste discharge permit terminated. In the event of a failure to comply voluntarily with the suspension order, the director shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The director shall reinstate the wastewater permit and the wastewater treatment service upon proof of the elimination of the noncompliant discharge. The industrial user shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the director prior to the date of the above-described hearing.

6. *Termination of permit or permission to discharge.* The director may revoke a wastewater discharge permit or permission to discharge for good cause, including, but not limited to, the following reasons:
 - a. Failure to accurately report the wastewater constituents and characteristics of his discharge;
 - b. Failure to report significant changes in operations, or wastewater constituents and characteristics;
 - c. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
 - d. Violation of conditions of the permit or permission to discharge, conditions of this ordinance, or any applicable state and federal regulations.

Noncompliant industrial users will be notified of the proposed termination of their wastewater permit and will be offered an opportunity to show cause under subsection 70-~~147~~155.A of this ordinance why the proposed action should not be taken.

B. *Civil penalties.*

1. Any user who is found to have failed to comply with any provision of this ordinance, or the orders, rules, regulations and permits issued hereunder, may be assessed a civil penalty of up to \$25,000.00 per day per violation.
 - a. Penalties between \$10,000.00 and \$25,000.00 per day per violation may be assessed against a violator only if:
 - i. For any class of violation, only if a civil penalty has been imposed against the violator within the five years preceding the violation, or
 - ii. In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this ordinance, or the orders, rules, regulations and permits issued hereunder, only if the POTW director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five years preceding the violation.
2. In determining the amount of the civil penalty, the director shall consider the following:
 - a. The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting from the violation;
 - b. The duration and gravity of the violation;
 - c. The effect on ground or surface water quantity or quality or on air quality;
 - d. The cost of rectifying the damage;
 - e. The amount of money saved by noncompliance;
 - f. Whether the violation was committed willfully or intentionally;
 - g. The prior record of the violator in complying or failing to comply with the pretreatment program;



h. The costs of enforcement to the city.

3. Appeals of civil penalties assessed in accordance with this section shall be as provided in subsection **70-143151**.B.8.

C. *Other available remedies.* Remedies, in addition to those previously mentioned in this ordinance, are available to the director who may use any single one or combination against a noncompliant user. Additional available remedies include, but are not limited to:

1. *Criminal violations.* The district attorney for the applicable judicial district may, at the request of the city, prosecute noncompliant users who violate the provisions of G.S. 143-215.6B.

Note: Under North Carolina law, it is a crime to negligently violate any term, condition, or requirement of a pretreatment permit, or negligently fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(f)), to knowingly and willfully violate any term, condition, or requirement of a pretreatment permit, or knowingly and willfully fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(g)), to knowingly violate any term, condition, or requirement of a pretreatment permit issued by local governments, or knowingly fail to apply for a pretreatment permit, knowing at the time that a person is placed in imminent danger of death or serious bodily injury, (G.S. 143-215.6B(h)), and to falsify information required under article 21 of chapter 143 of the general statutes (G.S. 143-215.6B(i)).

2. *Injunctive relief.* Whenever a user is in violation of the provisions of this ordinance or an order or permit issued hereunder, the director, through the city attorney, may petition the superior court of justice for the issuance of a restraining order or a preliminary and permanent injunction which restrains or compels the activities in question.

3. *Water supply severance.* Whenever an ~~industrial~~ user is in violation of the provisions of this ordinance or an order or permit issued hereunder, water service to the ~~industrial~~ user may be severed and service will only recommence, at the user's expense, after it has satisfactorily demonstrated ability to comply.

4. *Public nuisances.* Any violation of the prohibitions or effluent limitations of this ordinance or of a permit or order issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the director. Any person(s) creating a public nuisance shall be subject to the provisions of the appropriate ordinances of the city governing such nuisances, including reimbursing the POTW for any costs incurred in removing, abating or remedying said nuisance.

D. *Remedies nonexclusive.* The remedies provided for in this ordinance are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the director may take other legal actions against any user when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant user.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-148156. Annual publication of significant noncompliance.

At least annually, the director shall publish in the largest daily newspaper circulated in the service area, a list of those industrial users which were found to be in significant noncompliance, also referred to as reportable noncompliance in 15A NCAC 2H .0903(b)(10), with applicable pretreatment standards and requirements, during the previous 12 months.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)



70-149157. Adjudicatory hearings.

A. Adjudicatory hearing. An applicant whose permit is denied, or is granted subject to conditions he deems unacceptable, a permittee/user assessed a civil penalty under subsection 70-147155.B, or one issued an administrative order under subsection 70-147155.A shall have the right to an adjudicatory hearing before the ~~POTW director or other hearing officer appointed by the POTW director upon making written demand~~ **Public Works Director**, identifying the specific issues to be contested, to the director within 30 days following receipt of the significant industrial user permit, civil penalty assessment, or administrative order. Unless such written demand is made within the time specified herein, the action shall be final and binding and further appeal is barred. For modified permits, only those parts of the permit being modified may be adjudicated.

The hearing officer shall make a final decision on the contested permit, penalty, or order within 45 days of the receipt of the written demand for a hearing.

The ~~POTW~~ **Public Works** director shall transmit a copy of the hearing officer's decision by registered or certified mail as described in subsection 70-147155.B, ~~below~~. The decision is a final decision for the purposes of seeking judicial review. The terms and conditions of a permit under appeal shall be as follows:

1. **New permits.** Upon appeal, including judicial review in the general courts of justice, of the terms or conditions of a newly issued permit, the terms and conditions of the entire permit are stayed and the permit is not in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
2. **Renewed permits.** Upon appeal, including judicial review in the general courts of justice, of the terms or conditions of a renewed permit, the terms and conditions of the existing permit remain in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
3. **Terminated permits.** Upon appeal, including judicial review in the general courts of justice, of a terminated permit, no permit is in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.

B. Official record. When a final decision is issued under subsection 70-147155.A, above, the hearing officer shall prepare an official record of the case that includes:

1. All notices, motions, and other like pleadings;
2. A copy of all documentary evidence introduced;
3. A certified transcript of all testimony taken, if testimony is transcribed. If testimony is taken and not transcribed, then a narrative summary of any testimony taken;
4. A copy of the final decision of the hearing officer.

A. Judicial review. Any person against whom a final order or decision of the hearing officer is entered, pursuant to the hearing conducted under subsection 70-147155.A, above, may seek judicial review of the order or decision by filing a written request for review by the Superior Court of Transylvania County within 30 days after receipt of notice by registered or certified mail of the order or decision, but not thereafter, along with a copy to the city. Within 45 days after receipt of the copy of the written request for review by the court, the hearing officer shall transmit to the reviewing court the original or a certified copy of the official record.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-150158. Affirmative defenses to discharge violations.

A. Upset.



1. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection 70-~~150158~~.A.2, below, are met.
2. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - a. An upset occurred and the user can identify the cause(s) of the upset;
 - b. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - c. The user has submitted the following information to the director within 24 hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five days.
 - i. A description of the indirect discharge and cause of noncompliance;
 - ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - iii. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
3. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
4. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
5. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

B. Bypass.

1. A user may allow a bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision subsections 70-~~150158~~.B.2 and 70-~~150158~~.B.3 of this section.
2. Reporting a bypass.
 - a. If a user knows in advance of the need for a bypass, it shall submit prior notice to the POTW director, at least ten days before the date of the bypass, if possible.
 - b. A user shall submit oral notice to the POTW director of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of this time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
3. Bypass unavoidable.
 - a. Bypass is prohibited, and the POTW director may take an enforcement action against a user for a bypass, unless:
 - i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;



- ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- iii. The user submitted notices as required under subsection 70-~~150~~158.B.2 of this section.
- b. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in subsection 70-~~150~~158.B.3.a. of this section.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-~~151~~159. Severability.

If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

70-~~152~~160. Conflict.

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-~~153~~161. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law.

(Ord. No. 2014-11, § 02(Exh. B), 5-19-14)

70-~~154~~162—70-170. Reserved.

ARTICLE VI. ENFORCEMENT RESPONSE PLAN

70-171. Introduction.

The City of Brevard operates a publicly owned treatment works (POTW), the sewer system. It is the responsibility of the City of Brevard to enforce all applicable federal, state, and local pretreatment regulations. These regulations are outlined in Federal Regulation 40 CFR 403 and State Regulation 15A NCAC 2H.0900, and the city's sewer use ordinance (SUO). This enforcement response plan (ERP) has been established as an element of the city's sewer pretreatment program. The purpose of the ERP is to provide for fair and equitable treatment of all users for anticipated enforcement situations. Generally, enforcement actions will be taken in accordance with the ERP; however, additional legal actions are available (SUO subsection 70-~~147~~155.D). Therefore, a combination of enforcement actions may be taken against a user in non-compliance.

(Ord. No. 2014-11, § 03(Exh. C), 5-19-14)



70-172. Enforcement actions available to the POTW.

The POTW director is empowered through G.S. 143-215.6A and the local SUO to take enforcement actions to pursue compliant operations and use of the POTW. The following is a list of actions specified in the city's SUO with corresponding section number:

- A. Notice of violation [70-147155.A.1](#)
- B. Consent orders [70-147155.A.2](#)
- C. Show cause hearing [70-147155.A.3](#)
- D. Administrative orders [70-147155.A.4](#)
- E. Emergency suspensions [70-147155.A.5](#)
- F. Termination of permit [70-147155.A.6](#)
- G. Civil penalties [70-147155.B](#)
- H. Injunctive relief [70-147155.C.2](#)
- I. Water supply severance [70-147155.C.3](#)

In addition to the actions listed above, a user who violates the provisions of G.S. 143-215.6B may be referred by the POTW director to the ~~district~~[City](#) attorney for possible criminal prosecution.

In determining civil penalties for any violation, the director shall consider the following factors:

- A. The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting from the violation;
- B. The duration and gravity of the violation;
- C. The effect on ground or surface water quantity or quality or on air quality;
- D. The cost of rectifying the damage;
- E. The amount of money saved by non-compliance;
- F. Whether the violation was committed willfully or intentionally;
- G. The prior record of the violator in complying or failing to comply;
- H. The costs of enforcement to the POTW.

Adjudicatory hearing procedures regarding permit decisions, civil penalties, and administrative orders are found in the SUO section [70-149157](#).

(Ord. No. 2014-11, § 03(Exh. C), 5-19-14)

70-173. Investigation of noncompliance.

The POTW director will investigate a user's compliance with his/her permit and the provisions of the SUO using at least these three methods:

- A. On-site inspections of the user to include scheduled and unscheduled visits;
- B. Scheduled and unscheduled sampling of the user's effluent;
- C. Review of self-monitoring data, if required, from the user.

The compliance status of significant industrial users (SIU) will be evaluated at a minimum once every six months.



(Ord. No. 2014-11, § 03(Exh. C), 5-19-14)

70-174. Types of violation.

The following is a list of noncompliance categories anticipated by this ERP; the list is not comprehensive. The issued permit, the SUO, and state and federal regulations serve as additional references for pretreatment requirements and potential violations.

- A. *Unpermitted discharges:* Users are responsible for obtaining and renewing permits, if required.
- B. *Permit limits violations:* Users are responsible for maintaining compliance with all effluent limits. The POTW will evaluate the extent of limits violations. In determining the extent of violations, significant non-compliance (SNC) as defined by state and EPA regulations will be determined.
- C. *Self-monitoring violations:* Users are required to adequately conduct all the monitoring required in the permit, including monitoring frequencies and sampling methods specified. This includes a user who does not resample per their permit when a limit violation occurs.
- D. *Reporting violations:* Users are required to provide information, such as self-monitoring reports, listed in their permit or the SUO on the schedule stipulated. Late or incomplete reports are violations.
- E. *Permit conditions violations:* Failure to apply or reapply for a permit is considered a violation. Users who violate conditions outlined in their permits or the SUO shall be considered in violation.
- F. *Failure to abide by enforcement actions:* Failure to meet the requirements of an order, whether the order was entered into voluntarily or mandated by the POTW, is a violation. Missing a scheduled compliance milestone by more than 90 days is considered SNC.

(Ord. No. 2014-11, § 03(Exh. C), 5-19-14)

70-175. Responses: timeframes, responsible officials, escalated actions.

The attached chart outlines types of violations and specifies both initial and escalated actions to be taken by the POTW, timeframes, and the officials responsible for executing the actions. This chart shall be considered a part of the enforcement response plan.

Responses to violations affecting the operation of the POTW, resulting in POTW NPDES violations, or resulting in environmental harm or endangerment to human health will be taken immediately or as soon as possible following discovery.

A user may be sent a notice of violation (NOV) or notice of noncompliance (NNC) for each individual violation. Alternatively, violations over a period of time may be summarized. In general, NOV's in response to violations will be issued within 30 days of discovery of the violations.

Users found to be in significant non-compliance twice in one contiguous 12-month period will be issued an administrative order (AO) to return to compliance. In all cases, escalated or continuing enforcement action will be taken against users who do not return to compliance in a timely manner.

Cases of falsifying reports, tampering with monitoring or sampling equipment, or otherwise preventing the collection or reporting of representative data may be referred to the districtCity attorney for possible criminal investigation.

Show cause hearings may be held at the POTW director's discretion prior to taking enforcement actions.


TABLE 70-175A: UNPERMITTED DISCHARGES

Type of Violation	POTW Action	Timeframe	Responsible Official	Expected Action from User	Escalated Action if Needed
Unpermitted Discharge	Notice of Violation (NOV)	Within 30 days of discovery of discharge	POTW Director or designee	File permit application	Suspend service until permit is issued
Unpermitted Discharge; Aware of requirement	NOV with penalty assessed	Within 30 days of discovery of discharge	POTW Director	File permit application	Suspend service until permit is issued
Unpermitted Discharge results in violation of NPDES or other state-issued permit or state general statute	Order to cease process causing violation; NOV plus penalty of \$1,000.00 (minimum) up to \$25,000.00/day per violation	Order to cease immediately; NOV within 7 days	POTW Director	File permit application; take steps to avoid violation	Suspend service until permit is issued
Unpermitted Discharge results in endangerment	Suspend service; NOV plus penalty of \$1,000.00 (minimum) up to \$25,000.00/day per violation	Suspend service immediately; NOV within 7 days	POTW Director	File permit application; take steps to avoid future endangerment	

TABLE 70-175B: PERMIT LIMITS VIOLATIONS

Type of Violation	POTW Action	Timeframe	Responsible Official	Expected Action from User	Escalated Action if Needed
Permit Limit Violation; Single event minor	Notice of Non-Compliance	Within 30 days of receiving data	POTW director or designee	Conduct additional monitoring and return to compliance	NOV with penalty
Permit Limit Violation; Technical Review Criteria (TRC)	NOV with penalty up to \$25,000.00	Within 30 days of receiving data	POTW Director or designee	Conduct additional monitoring and return to compliance	Second NOV with increased penalty


TABLE 70-175B: PERMIT LIMITS VIOLATIONS

Type of Violation	POTW Action	Timeframe	Responsible Official	Expected Action from User	Escalated Action if Needed
Permit Limit Violation; Significant Non-Compliance	NOV with penalty up to \$25,000.00	Within 30 days of receiving all data	POTW director or designee	Report cause of non-compliance and steps taken to prevent violation	Administrative order with enforcement schedule
Permit Limit Violation results in violation of NPDES or other state-issued permit or state general statute	Order to cease process causing violation; NOV plus penalty of \$1,000.00 (minimum) up to \$25,000.00/day per violation	Order to Cease immediately; NOV within 7 days of discovering violation	POTW Director	Report cause of non-compliance and steps taken to prevent violation	Suspend service until resolved
Permit Limit Violation results in Endangerment	NOV; Suspend service plus penalty of \$1,000.00 (minimum) up to \$25,000.00/day per violation	Suspend service immediately; NOV within 7 days	POTW director	File for reissuance of permit	

TABLE 70-175C: OTHER VIOLATIONS

Type of Violation	POTW Action	Timeframe	Responsible Official	Expected Action from User	Escalated Action if Needed
Self-Monitoring violation	NOV with penalty equal to or greater than cost of missed testing	Within 30 days of discovery	POTW director or designee	Conduct missed sampling	Second NOV with penalty of twice the initial penalty
Reporting Violation (late report)	Notice of Non-compliance	Within 30 days of the report due date	POTW director or designee	Submit report	NOV with penalty assessed; possible SNC if over 30 days
Reporting Violation (incomplete or inaccurate reports)	Notice of Non-compliance	Within 30 days of report submission	POTW director or designee	Submit revised report	NOV; assess penalty



TABLE 70-175C: OTHER VIOLATIONS

Type of Violation	POTW Action	Timeframe	Responsible Official	Expected Action from User	Escalated Action if Needed
Reporting Violation (intentional falsification)	Refer to district City attorney	As soon as suspected	POTW director		
Violation of Permit Conditions	NOV with penalty up to \$25,000.00 per day per violation	Within 30 days of discovery	POTW director or designee	Varies; comply with permit conditions	Second NOV with increased penalty
Violation of Permit Conditions results in NPDES or other state-issued permit or state general statute violations or endangerment	Suspend service; NOV with penalty up to \$25,000.00 per day per violation	Suspend service immediately; NOV within 7 days of discovery	POTW director	Steps taken to avoid reoccurrence	
Violations of or Failure to Abide by Administrative or Consent Order	NOV and assess stipulated penalty or actions listed for same violation type	Within time frame listed in the order or for the same type of violation	POTW director or designee	Additional monitoring and steps taken to avoid recurrence	Same as escalated action for same type of violation possible revocation of order
Failure to meet a milestone date in Administrative or Consent Order (does not affect other dates)	NOV and assess penalty stipulated in order	Within 14 days of discovery	POTW director or designee	Submit a schedule to complete the requirement	Show cause hearing
Failure to meet a milestone date in Administrative or Consent Order (affects other dates)	Show cause hearing and assess stipulated penalties	Within 30 days of discovery	POTW director	Negotiate new order and abide by new conditions	Increased penalty or possible termination of service
Failure to meet final compliance date	NOV and assess stipulated penalties	Within 14 days of discovery	POTW director	Document compliance	Increased penalty or possible termination of service



(Ord. No. 2014-11, § 03(Exh. C), 5-19-14)

ORDINANCE NO. 2026-XX

**AN ORDINANCE AMENDING CHAPTER 17 OF THE
CITY OF BREVARD UNIFIED DEVELOPMENT ORDINANCE AND
CHAPTER 70 OF THE CITY OF BREVARD CODE OF ORDINANCES TO
AMEND REGULATIONS FOR FATS, OILS, AND GREASE (FOG) PROGRAM**

WHEREAS, the City of Brevard's Wastewater Collection System is permitted through the North Carolina Department of Environmental Quality, and the permit requires development and implementation of an educational and enforceable fats, oils, and grease (FOG) program; and

WHEREAS, text amendments are needed to both the City of Brevard Unified Development Ordinance and the City of Brevard Code of Ordinances to bring the City into full compliance with the Wastewater Collection System permit; and

WHEREAS, the City of Brevard Planning Board considered revisions to City of Brevard Unified Development Ordinance Chapter 17 – Development Plan Regulations on June 23, 2026 and recommended in favor; and,

WHEREAS, a public hearing was conducted on Monday, August 17, 2026, by the Brevard City Council, and, after hearing all persons wishing to comment, and upon review and consideration of the proposed amendments, it is the desire of the City Council of the City of Brevard that the Unified Development Ordinance and Code of Ordinances be amended as outlined below.

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

SECTION 01. The City of Brevard Unified Development Ordinance and Code of Ordinances are hereby amended as depicted in Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION 02. As to any conflict between this Ordinance and any parts of existing ordinances, the provisions of this Ordinance shall control.

SECTION 03. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 04. This Ordinance shall be in full force and in effect from and after the date of its adoption and approval.

Adopted and approved this the 8th day of September 2026.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Mack McKeller
City Attorney

STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Funding Plan for Cashiers Valley Road Sewer Extension

Speaker: Wilson Hooper, City Manager
Emily Brewer, Planning

Prepared by: Wilson Hooper, City Manager, Emily Brewer, Senior Planner

Approved by: Wilson Hooper, City Manager

Background

***Staff note** - Staff recommend that this item be deliberated alongside Item M.1, as one of the funding options offered here is Fund 82 (Rosenwald)*

At the July 20, 2026 meeting, Council authorized staff to submit, in partnership with Housing Assistance Corporation (HAC), an application for approximately \$6 million in PRO Housing funds to support the development of HAC's affordable homeownership community on Cashiers Valley Road. The application included a commitment to provide an in-kind contribution to the project, specifically the extension of utility services from their current termination point near the MCJCC parking lot to the property line of the HAC property on Cashiers Valley Rd., an extension of approximately 900 feet. Though a funding proposal was offered, Council tabled the question until today so that it could be consider alongside the Fund 82 (Rosenwald) distribution question.

Discussion

The HAC project, now called The Ridge at Brushy Creek, proposes the construction of 26 affordable homes, including 10 single-family homes and 16 townhomes, and includes funding for the infrastructure and site improvements necessary to facilitate development. Housing Assistance Corporation's homeownership model is designed to promote wealth-building opportunities by providing income-qualified households with a one-time affordable home purchase, allowing homeowners to build equity while expanding access to homeownership in the community.

In 2025, the City entered into a development agreement with HAC to transfer the property to them to facilitate the development of at least 10 affordable homeownership units on the site. As part of the agreement, the City agreed to extend sewer along Cashiers Valley Road to reach the parcel. Staff originally estimated that expense to be \$40,000 for design and materials with City-staff labor.

The City requested a proposal from Summit Engineering to cover the design, permitting, and material costs, with labor being staff. Given the complexities of the area with the culvert improvements, the proposal was higher than anticipated at \$88,400 (\$11,400 for design and non-construction costs and \$77,000 for materials, see Attachment 1).

Fiscal Impact

At the earlier meeting, staff recommended the funding strategy below:

Fund # (Fund Name)	Contribution	Remaining usable balance
Fund 35 (W/S Capital Reserve)	\$29,622	\$50,000
Fund 82 (Rosenwald)	\$25,000	\$49,869
W/S Maintenance budget line 7400 (Capital Outlay)	\$33,778	\$366,222

This remains staff's recommended strategy. However, staff also wish to share the balance of the Water/Sewer unrestricted fund balance for Council's information: \$2,448,795

Action

Staff recommend that Council consider taking action on this item alongside its action on item M.1.

Attachments:

1. Cashiers Valley Rd Swr Ext Proposal

July 30, 2026

Mr. Paul Ray
Planning Director
City of Brevard
95 W. Main Street
Brevard, NC 28712

Re: Cashiers Valley Road
Sewer Main Extension
Professional Engineering Services

Dear Mr. Ray,

Summit Engineering Group of NC, Inc. appreciates the opportunity to provide engineering services to the City of Brevard for the above-referenced project. Based on our conversation with staff and site investigation, we have prepared the following proposal for our services.

I. SCOPE OF SERVICES

The purpose of this project is to extend 8-inch gravity sewer along Cashiers Valley Road to serve future development.

A. Project Description

This proposed project will include the following:

1. Approximately 900 l.f. of 8" PVC gravity sewer
2. Approximately 6 precast concrete manhole(s)
3. Service connections
4. Associated pavement repair (if required)

B. Services to be Provided

1. Provide survey of the project area
2. Prepare plans and specifications suitable for regulatory agency approval and construction. Plan package will include the following sheets:
 - a. Cover, including Location Map
 - b. Legend and General Notes
 - c. Sewer Extension "Plan and Profile" sheets
 - d. Standard City of Brevard Sewer Detail Sheets
 - e. Erosion Control Detail Sheets

Specifications will include:

- a. Technical Specifications
3. Provide one pdf copy of the above items to the City for review and approval
4. Prepare and submit the NC DEQ Fast-Track Sewer Extension Permit application

5. Construction Administration services for the proposed project will be limited to the following:
 - a. Final Inspection / Testing
 - b. Preparation of Record Drawings for the City and NCDEQ
 - c. Final Project Certification

II. ITEMS NOT INCLUDED (ADDITIONAL SERVICES)

- A. Bidding Services
- B. Wetland Delineation and Permitting
- C. Geotechnical or Laboratory Services
- D. Material Testing Services
- E. Preparation of any required easements or plats for the project
- F. Bidding services and contract documents are not included in this project, but may be provided at the hourly rate shown in Attachment "A"

Note: All Additional Services will be billed at the Hourly Rate Schedule that is enclosed with this letter. Special or additional services shall not be performed unless so authorized by the OWNER in writing prior to performance of the service.

III. ITEMS TO BE PROVIDED BY TOWN

- A. Access to all project sites
- B. Field personnel to assist Summit as required
- C. All fees associated with regulatory permitting.
- D. The City will provide notice to property owners of surveying activities.

IV. PROJECT ASSUMPTIONS

- A. The Engineer will give the Town 1-week notice prior to surveying.
- B. All work will be performed in City Right-of-way and/or City owned property. No easement nor NCDOT Encroachment permits will be required.
- C. Construction will be performed by City forces. No bidding / contract services are included in this agreement.

IV. COMPENSATION AND SCHEDULE OF REIMBURSEMENT

Fees for this project will be lump sum as scheduled below:

Design and Permitting Services:

1.	Design Surveying & Base Map	\$	2,000.00
2.	Construction Plans and Specifications	\$	4,400.00
3.	Permitting	\$	1,400.00
4.	<u>General Administration</u>	\$	500.00
Total Fee for Design and Permitting:		\$	8,300.00

Construction Admin. Services:

1.	Final Inspection / Testing	\$	600.00
2.	Asbuilt Survey & Record Drawings	\$	1,500.00
3.	Final Certifications	\$	500.00
4.	<u>General Administration</u>	\$	500.00
Total Fee for Construction Admin:		\$	3,100.00

TOTAL PROFESSIONAL SERVICES FEE \$ 11,400.00

Reimbursable expenses are included in the cost of each task.

A fee breakdown is included in Attachment "B". Fees have been reduced due to preferred client status.

Once again, thank you for the opportunity and please let us know if you have any questions or need any additional information.

Sincerely,
Summit Engineering Group of NC, Inc.

Alvin Fuller, Jr.

Alvin Fuller, P.E.
Sr. Vice-President

Proposal Acceptance and Authorization:

City of Brevard – Planning Director
Title

Paul Ray
Print Name

Signature

Date

Attachments: Attachment "A" – Hourly Rate Schedule
Attachment "B" – Estimated Hours / Fee Breakdown
Attachment "C" – Total Project Estimate (Construction & Engineering)
Attachment "D" – Project Sketch Plan

ATTACHMENT "A"
HOURLY RATE SCHEDULE
SUMMIT ENGINEERING GROUP, INC.

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

<u>Employee Classification</u>	<u>Rate per Hour</u>
Principal	\$210.00
Senior Project Manager	\$200.00
Project Manager	\$180.00
Electrical Designer	\$190.00
Senior Project Engineer	\$180.00
Project Engineer II	\$170.00
Project Engineer I	\$160.00
Design Technician	\$150.00
Engineering Associate II	\$140.00
Engineering Associate I	\$130.00
Project Representative III	\$130.00
Project Representative II	\$120.00
Project Representative I	\$110.00
CADD III	\$110.00
CADD II	\$100.00
CADD I	\$90.00
Administrative Services	\$80.00

Survey and GIS Services

Surveying Manager	\$180.00
Instrument Operator	\$110.00
GIS Analyst/Programmer	\$160.00
GIS Specialist	\$130.00
GIS Technician	\$100.00
Rodman	\$90.00

Equipment & Materials

GIS Survey Station	\$120.00 per calendar day
Topcon Robotic Total Station	\$120.00 per calendar day
Digital Hydrant Mounted Pressure Recorder	\$20.00 per calendar day
Four-Wheeler	\$60.00 per calendar day

Other

Chargeable expenses	Actual cost-plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom appearances (to include preparation)	Hourly rate plus ninety percent

Effective Dates: January 1, 2026 to December 31, 2026

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

Issued: 1-1-2026

ATTACHMENT "B"
Professional Services Fee Estimate

Project Name	City of Brevard - Cashiers Valley Road Sewer Extension									
Company Resource	Principal	Sr. PM	Survey Mgr	Proj. Eng.	CADD II	Design Tech	Project Rep II	Admin. Services	Milage	Total
Billing Rate	210	200	180	160	100	140	110	80	94	
Design & Permitting Services										
Surveying and Base Map			9		9				1	\$2,600
Design Plans		2		5		14			1	\$3,300
Specs		2		4.5						\$1,100
Fast-Track Sewer Permit Application				9						\$1,400
General Administration										\$500
Design Services Sub-Total										\$8,900
Construction Admin Services										
Final Insp/Testing							5		1	\$600
Asbuilt Surveying							5		1	\$600
Record Drawings		1		2			5			\$1,100
Engineer's Certification		1		2						\$500
General Administration		5								\$500
Const. Admin. Sub-Total										\$3,300
Project Engineering Total	0	11	9	23	9	14	15	0	4	\$12,200

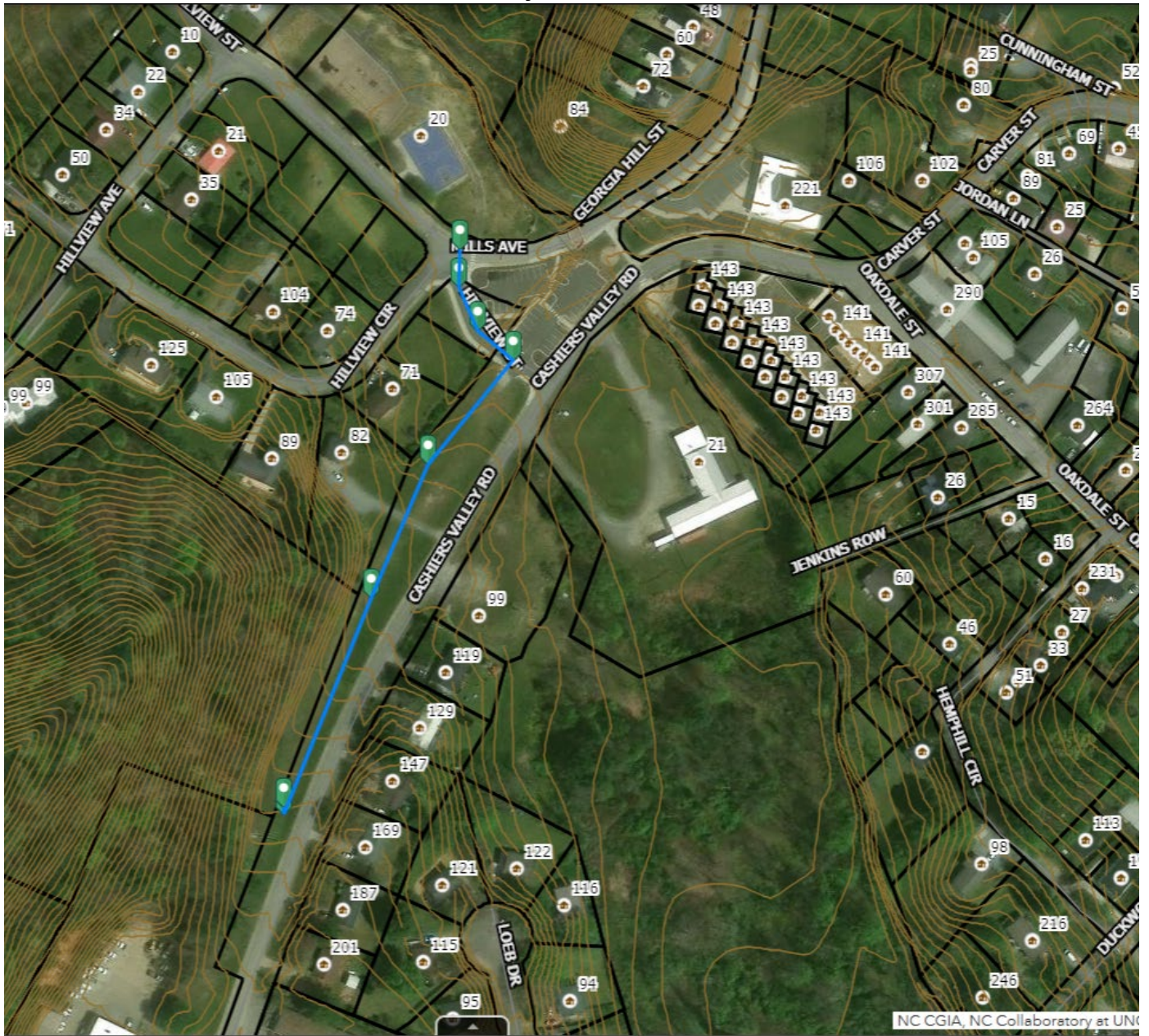
ATTACHMENT "C"

Project Cost Estimate

Engineer's Opinion of Probable Cost City of Brevard, NC Cashiers Valley Road Sewer Extension						
Item No.	Description		Quantity	Units	Unit Cost	Cost
A.	CONSTRUCTION COSTS (MATERIALS)					
1	Gravity Sewer (Open Cut)					
	a.	8" PVC SDR 35	700	LF	\$10.00	\$ 7,000.00
	b.	8" DIP, Cl. 350 (Lined)	200	LF	\$38.50	\$ 7,700.00
	C.	Bedding	200	Ton	\$50.00	\$ 10,000.00
	D.	Select Backfill	250	CY	\$30.00	\$ 7,500.00
2	New 4'Ø Manhole:					
	a.	Pre-Cast Conc Manhole	6	Ea.	\$3,000.00	\$ 18,000.00
	b.	Frame & Cover	6	Ea.	\$800.00	\$ 4,800.00
	C.	#57 Stone Base	18	Ton	\$50.00	\$ 900.00
3	Pavement Patch		220	LF	\$60.00	\$ 13,200.00
4	Curb and Gutter		20	LF	\$30.00	\$ 600.00
B.	CONSTRUCTION COSTS (LABOR)					
1	Backhoe Operator (1 each)		208	Hours		\$ -
2	Dump Truck Driver (1 each)		192	Hours		\$ -
3	Laborer (3 each)		624	Hours		\$ -
CONSTRUCTION SUB-TOTAL						\$ 70,000.00
10% CONTINGENCY						\$ 7,000.00
Total Construction Budget						\$ 77,000.00
Item No.	Description		Quantity	Units	Unit Cost	Cost
C.	NON-CONSTRUCTION COSTS					
1	Design Surveying & Base Map		1	LS	\$2,000.00	\$ 2,000.00
2	Construction Plans & Specifications		1	LS	\$4,400.00	\$ 4,400.00
3	Permitting		1	LS	\$1,400.00	\$ 1,400.00
4	Final Inspection / Testing		1	LS	\$600.00	\$ 600.00
5	As-Built Survey & Record Drawings		1	LS	\$1,500.00	\$ 1,500.00
6	Final Certifications		1	LS	\$500.00	\$ 500.00
7	General Administration		1	LS	\$1,000.00	\$ 1,000.00
Total Non-Construction Budget						\$ 11,400.00
TOTAL PROJECT BUDGET						\$ 88,400.00

ATTACHMENT "D"

Overall Project Sketch Plan



STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Menu of Options for Surplus Fund 82 (Rosenwald Fund)
Dollars

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

Prepared by: David Todd, Assistant City Manager, Wilson Hooper, City
Manager

Approved by: Wilson Hooper, City Manager

Background

Towards the end of FY25, Council approved an approximately \$100,000 transfer of surplus General Fund dollars into Fund 82 (Rosenwald) to cover anticipated overages to the Norton Creek Streambank Restoration Project. Project funding was being deposited into that account since the project was physically located in the Rosenwald neighborhood. Ultimately, the streambank restoration project came in on budget, so the surplus dollars weren't needed for their expected purpose. As FY27 budget discussions were being held in spring of FY26, Rosenwald community members asked that the money be redirected to community-preferred projects, to which Council agreed.

The FY27 budget was passed by Council with the instruction that, at a later date, staff bring a menu of projects that could be funded (or enhanced with supplemental funding) to them for consideration. Staff will present that menu--attached--this evening.

Discussion

The available balance for this exercise is \$88,969. Council has already instructed staff to spend up to \$14,000 on traffic calming measures for Carolina Ave, though the cost estimate for that project has been revised.

Staff offer the following options for consideration:

- Carolina Ave. traffic calming - the original plan called for four speed cushions installed between Shipman Dr. and Silversteen Dr. at a cost of approximately \$14,000. Updated quotes now put the estimated cost closer to \$8,000.
- Alternative Carolina Ave. traffic calming - staff's Traffic Calming Work Team offers an alternative plan that would include two speed cushions between Shipman Dr. and Silversteen Dr. Though this configuration would still have some traffic calming impact, the increased distance between cushions may cause motorists to accelerate between them. The cost of this alternative configuration would be around \$4,900
- Endow tax rebate program - Earlier this summer, the Finance, Human Resources, and Citizen Appointment Committee approved the details of a Tax Rebate program for city residents burdened by significant property tax increases after the 2024

reevaluation. The committee wished to see the program details in place so that staff could pursue funding sources.

- Seed money for Silversteen Park picnic shelter - The privately funded design/engineering of the shelter and bathroom facilities is wrapping up, and it sets the construction cost at an estimated \$400,000. If Council so chose, they could designate a portion of the Fund 82 balance as seed money for this project, which could help induce private donors or serve as matching dollars.
- HAC/Cashiers Valley Rd. sewer extension - See item L.2 for more information. Staff recommends partially funding that project (\$25,000) from Fund 82
- Carver St. supplementary paving - Accelerated repaving of Carver St. from Oaklawn to Cashiers Valley Rd.
- Carver St. sidewalk/intersection enhancements design/engineering - See attachment for more info. This option would pay for Phase 1 of a multiphase project to replace Carver St. sidewalk and add pedestrian safety features to the Carver/Oakdale intersection.

Fiscal Impact

These funds have been earmarked by Council for use on a Rosenwald-area project.

Action

No action requested; for information and discussion only.

Attachments:

1. Fund 82 Menu of Options
2. Carver Street Sidewalk Enhancement and

FUND 82			
Available balance as of 9/1/26			
\$88,969			
#	Project Name	Amount	Description
1	Carolina Ave. traffic calming	\$8,300	Four speed humps between Shipman Rd. and Silversteen Dr. Cost lower than anticipated because road width is narrower requiring only two bumps per installation rather than three like Probart
1a	Alt. Carolina Ave. traffic calming	\$4,900	Two speed humps between Shipman Rd. and Silversteen Dr.
1b	Alt. Carolina Ave. traffic calming	\$8,300	Two speed humps between Shipman Rd. and Silversteen Dr. One each on Washington and McMinn to deter evaders
2	Tax rebate program	\$30,000	Staff estimate the funding would be sufficient for 40-50 rebates. Program guidelines endorsed by HR/F Comm. at August meeting.
3	S'steen Park shelter seed money	up to \$88,000	Estimated project cost between \$400k-\$460k
4	HAC/Cashiers Valley Rd. sewer extension	\$25,000-\$88,000	See agenda item L.2. Would support the creation of 26 affordable homes in the neighborhood
5	Carver St. supplementary paving	\$62,500	This would pave the sections of Carver St. not already scheduled for repaving with Powell Bill dollars.
6	Carver St. sidewalk enhancements design/engineering	\$35,000	Engineered drawings for accesibility enhancements to Carver. St. sidewalk and Oakdale/Carver intersection improvements (see attached project description)

Carver Street Sidewalk Enhancement and Carver/Oakdale Intersection Improvements Proposal

Summary

This document outlines the projected phases for a proposed capital improvement project along Carver St. in the Silversteen neighborhood. The project would see sidewalk widening and accessibility enhancements along Carver St. itself, and safety improvements to Carver Street's intersection with Oakdale St. Together these enhancements would improve pedestrian safety along this well-travelled corridor, which traverses the neighborhood's activity center.

Project Description

Currently the Carver St. sidewalk is narrow, its driveway and road crossings not ADA compliant, and its usable width impinged by the presence of large power poles. Several of its concrete panels are deteriorating and therefore more challenging to traverse for users of different abilities.

This proposed project would replace the extant sidewalk with new, bring driveway/road crossing up to standard, and increase the usable width of the sidewalk by extending the curb one-foot into the existing roadway on the sidewalk's north side, and "bulbing out" around the power poles on the sidewalk's south side (similar to the treatment applied during the Oakdale St. sidewalk extension a few years ago.)

The Carver/Oakdale intersection would be converted to a three-way stop, with new ADA-compliant landing pads connected by pedestrian crosswalks at all three legs. The intersection's alignment would be somewhat "squared off" permanently with curbing and a planting strip so that motorists must slow to safely navigate it. The plan would also complete the sidewalk connection to the MCJCC.

Phases

Phase 1 would include design and engineering by a third-party firm. Estimated to cost \$35,000, the product of this phase would include construction-ready drawings. This phase would likely be completed within four months of having a design agreement in place.

Phase 2 would occur in conjunction with Phase 1, but may take longer. It would include acquisition of approximately ten construction and five permanent easements along Carver. Cost TBD

Phase 3 would see the construction of the sidewalk/curb improvements along Carver, landing pads at the intersection, and temporary pedestrian striping at the subject

intersection. It would take place in the spring/summer of 2027. Cost estimated at \$250,000 using in-house resources and Powell Bill funding, which would lead to deferment of other planned/identified roads.

Phase 4 would see the milling and repaving of the entire segment of Carver St. adjacent to the project. Estimated cost \$62,500. It would take place at the conclusion of Phase 3, though no sooner than July 1, 2027.

Fiscal Impact/Funding Strategy

There is no money specifically budgeted for this project. Its various components would need to be funded with other sources, which would bump other projects down their respective lists.¹

Fund 82 (Rosenwald) is the most obvious source of funding for Phases 1 and 2. Though the cost of Phase 2 is unknown, staff estimate that the two phases would likely exhaust most of the fund's remaining balance.

Phase 3 and 4 are eligible for Powell Bill dollars, though Phase 3 would use up all of FY27's allocation, and phase 4 would use approximately 1/5 of FY28's. The consequence of this is that certain streets scheduled for paving soon would be postponed at least one year.

¹ Certain segments of Carver St. qualify for repaving in FY27 regardless of whether this project moves forward.

STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Appointment of At-Large Member to the Ecusta Trail Advisory Board

Speaker: Councilmember Dean Lytle, Finance, Human Resources, and Citizen Appointment Committee Chair.

Prepared by: Shawnee Cummings, Assistant to the City Manager

Approved by: Wilson Hooper, City Manager

Background

The Ecusta Trail Advisory Board is a 10-member advisory board with 2 At-Large Members who serve indefinite terms that are to be reviewed by Council every 3 years. At-Large member Madeline Hanley resigned from the committee on June 2, 2026, leaving a vacancy.

Discussion

Staff published notice requesting applications on the City's website on June 4, 2026 and in the Transylvania Times on June 18, 2026. The application deadline was July 17, 2026.

The following applications were forwarded to the Finance, Human Resources, and Citizen Appointment Committee for review and recommendation on July 27, 2026:

- Dale Alan Ward — Application was received on July 14, 2026, and was submitted in response to the posted vacancy.
- Joseph M. Moore — Application was received on July 16, 2026, and was submitted in response to the posted vacancy

The Finance, Human Resources, and Citizen Appointment Committee reviewed the applications at its July 27th meeting and determined that they did not have sufficient information to make a decision. The Committee directed Staff to solicit inquiry questions from the Committee to both applicants and bring the answers back to the Committee for consideration and a decision at the next meeting.

Recommendation

The Finance, Human Resources, and Citizen Appointment Committee reviewed the supplementary responses from the candidates at their August 24th meeting and voted unanimously to recommend that Joseph M. Moore be appointed as an At-Large Member of the Ecusta Trail Advisory Board.

Action

A draft resolution appointing a member to the Ecusta Trail Advisory Board is attached for Council's consideration.

Attachments:

1. D. Ward Application
2. J. Moore Application
3. Resolution Appointing an At-large Member of ETAB

EMPLOYMENT APPLICATION

CITY OF BREVARD
95 W Main St
Brevard, North Carolina 28712

<http://www.cityofbrevard.com>

Ward, Dale Harlan
202600015 ADVISORY COMMITTEE MEMBER
ECUSTA TRAIL ADVISORY BOARD

Received: 7/14/26 07:58 PM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION**POSITION TITLE:**

ADVISORY COMMITTEE MEMBER

EXAM ID#:

202600015

NAME: (Last, First, Middle)

Ward, Dale Harlan

SOCIAL SECURITY NUMBER:

N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****HOME PHONE:****NOTIFICATION PREFERENCE:**

Email

DRIVER'S LICENSE:

☒ Yes ☐ No

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?

Bachelor's Degree

PREFERENCES**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**

Regular

EDUCATION

Nothing Entered For This Section

WORK EXPERIENCE

Nothing Entered For This Section

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Are you a resident of the City of Brevard?** A resident is defined as someone who lives in within the corporate city limits the majority of the year and claims the City of Brevard as their domicile for legal purposes.

Yes

2. **Please list your current place of employment and your occupation.**

Retired

3. **Please list any other appointed positions you currently hold in Brevard or Transylvania County. If none, please type "none or n/a"**

None

4. **Why do you want to be a member of this Board and/or Committee?**

I am eager to help shape the future of the 19-mile multi-use rail trail connecting Hendersonville and downtown Brevard. Specifically, I want to participate in the technical design of the Brevard section to ensure it integrates seamlessly with the development in Henderson County. Additionally, I aim to help establish trail policies—such as speed limits and safety regulations—to maintain consistency across the entire corridor. Public amenities will be vital to the trail's success, and I look forward to assisting with the design and layout of restrooms, parking, benches, and bike repair stations. Finally, I want to collaborate with local businesses to effectively integrate these services into the broader trail network.

5. **How would your experience, education and/or occupation be a benefit to this board or committee and the City of Brevard?**

Having lived and volunteered in Brevard for over five years, I understand our community's unique character and challenges. My experience working with local nonprofits has connected me directly to the needs of our residents, especially those who must rely on our greenway infrastructure to get to work every day.

6. **Please briefly describe any community involvement you have that may be related and beneficial for City Council to know as they evaluate applicants to serve on this Board and/or Committee.**

I am currently a board member of the Brevard Bike Alliance, which utilizes advocacy, education, and engagement to enhance human-powered transportation and recreation in Brevard. As a member of the BBA, I'm in the unique position to assist in making Brevard an even better cycling/walking community.

7. **Boards and Committees may meet in mornings, afternoons and or evening hours. What limitations do you have for attending meetings?**

None.

Job Specific Supplemental Questions**1. Please select from the list below which Advisory Committee and/or Committees you are interested in serving on.**Ecusta Trail Advisory Board (Task Force)

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept and Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete information may be grounds for not employing me and for termination from employment, after employed.

- I understand that I will have to produce documentation verifying identity and eligibility to work in the United States if offered employment.
- I understand that I may be required to verify any and all information on this application.
- I understand that this completed application is the property of the City of Brevard and will not be returned.
- I understand it is my responsibility to notify Human Resources of any change to my name, address and/or phone number
- I authorize my current and former employers to give any information regarding me or my employment, whether or not it is on their records. I hereby release them from any damage whatsoever for issuing same.
- I also authorize educational institutions which I attended to reveal my scholastic ratings, as well as degrees or certificates earned, to the City; and associations, registration and licensing boards and to others to furnish whatever detail is available concerning my qualifications. Notwithstanding any provision of State or Federal law, I expressly waive any right I have to review information the City receives from an employer or educational institution under a promise of confidentiality.
- I also permit the City to conduct a Police, Court, Credit and/or Motor Vehicle Records Investigation of my background where related to the job for which I am applying.
- I understand that if I apply or have applied for certain jobs, I may be tested for drug and alcohol use to determine if I am currently using or abusing these substances. I consent to the testing and understand that the results could prevent my employment.
- I understand and acknowledge that should I be employed by the City, then I serve "at will". This means that I may be terminated at any time. I further understand that this "at will" employment relationship may not be changed by any written document unless such change is specifically approved by the City Manager

This application was submitted by Dale Harlan Ward on 07/14/26 07:58 PM

EMPLOYMENT APPLICATION

CITY OF BREVARD
95 W Main St
Brevard, North Carolina 28712

<http://www.cityofbrevard.com>

Moore, Joseph M.
202600015 ADVISORY COMMITTEE MEMBER
ECUSTA TRAIL ADVISORY BOARD

Received: 7/16/26 11:09 AM

For Official Use Only:

QUAL: _____

DNQ: _____

☐ Experience

☐ Training

☐ Other: _____

PERSONAL INFORMATION**POSITION TITLE:**

ADVISORY COMMITTEE MEMBER

EXAM ID#:

202600015

NAME: (Last, First, Middle)

Moore, Joseph M.

SOCIAL SECURITY NUMBER:

N/A

ADDRESS: (Street, City, State/Province, Zip/Postal Code)**EMAIL ADDRESS:****HOME PHONE:****NOTIFICATION PREFERENCE:**

Email

DRIVER'S LICENSE:

☒ Yes ☐ No

LEGAL RIGHT TO WORK IN THE UNITED STATES?

☒ Yes ☐ No

What is your highest level of education?

Doctorate

PREFERENCES**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**

Temporary

TYPES OF WORK YOU WILL ACCEPT:

Part Time

EDUCATION

Nothing Entered For This Section

WORK EXPERIENCE

Nothing Entered For This Section

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. **Are you a resident of the City of Brevard? A resident is defined as someone who lives in within the corporate city limits the majority of the year and claims the City of Brevard as their domicile for legal purposes.**

Yes

2. **Please list your current place of employment and your occupation.**

Timmons Group; City Management, Civil Engineering, Economic Development

3. **Please list any other appointed positions you currently hold in Brevard or Transylvania County. If none, please type "none or n/a"**

Rural Development Authority

4. **Why do you want to be a member of this Board and/or Committee?**

Generally, I have experience (City Management) and expertise (Doctoral Candidate) in Community and Economic Development. Specifically, I have experience in planning greenways and knowledge of Trail Oriented Development (TOD). Personally, I have a passion for greenways and understand their important role in generating economic development and cultivating community development. I want to be a member of the Ecusta Trail Advisory Board because I believe I have value to add, but much more importantly, I would gain value from participating in seeing this project come to fruition and benefit my community.

5. **How would your experience, education and/or occupation be a benefit to this board or committee and the City of Brevard?**

I have extensive experience in design, construction, and public management to foresee and navigate hurdles associated with public engagement, regulatory permitting, cost overruns, and governing resistance.

6. **Please briefly describe any community involvement you have that may be related and beneficial for City Council to know as they evaluate applicants to serve on this Board and/or Committee.**

Brevard City Manager (6 yr), Zebulon Town Manager (9 yr.), Cary Associate Director of Engineering (14 yr.), Private sector design of wide array of infrastructure (7 yr.). Habitat for Humanity Volunteer. Doctoral Candidate researching how downtown revitalization affects community and economic development.

7. **Boards and Committees may meet in mornings, afternoons and or evening hours. What limitations do you have for attending meetings?**

Late afternoons and evenings are best, but I can make anything work if meetings are scheduled well in advance.

Job Specific Supplemental Questions**1. Please select from the list below which Advisory Committee and/or Committees you are interested in serving on.**Ecusta Trail Advisory Board (Task Force)

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept and Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge. I understand that any false or incomplete information may be grounds for not employing me and for termination from employment, after employed.

- I understand that I will have to produce documentation verifying identity and eligibility to work in the United States if offered employment.
- I understand that I may required to verify any and all information on this application.
- I understand that this competed application is the property of the City of Brevard and will not be returned.
- I understand it is my responsibility to notify Human Resources of any change to my name, address and/or phone number
- I authorize my current and former employers to give any information regarding me or my employment, whether or not it is on their records. I hereby release them from any damage whatsoever for issuing same.
- I also authorize educational institutions which I attended to reveal my scholastic ratings, as well as degrees or certificates earned, to the City; and associations, registration and licensing boards and to others to furnish whatever detail is available concerning my qualifications. Notwithstanding any provision of State or Federal law, I expressly waive any right I have to review information the City receives from an employer or educational institution under a promise of confidentiality.
- I also permit the City to conduct a Police, Court, Credit and/or Motor Vehicle Records Investigation of my background where related to the job for which I am applying.
- I understand that if I apply or have applied for certain jobs, I may be tested for drug and alcohol use to determine if I am currently using or abusing these substances. I consent to the testing and understand that the results could prevent my employment.
- I understand and acknowledge that should I be employed by the City, then I serve "at will". This means that I may be terminated at any time. I further understand that this "at will" employment relationship may not be changed by any written document unless such change is specifically approved by the City Manager

This application was submitted by Joseph M. Moore on 07/16/26 11:09 AM

RESOLUTION NO. 2026-XX

**A RESOLUTION APPOINTING AN AT-LARGE MEMBER TO
THE ECUSTA TRAIL ADVISORY BOARD**

WHEREAS, on August 5, 2024 City Council adopted Resolution No. 2024-31 Updating the Membership and Charge of the Brevard/Transylvania Ecusta Trail Advisory Board (ETAB); and

WHEREAS, the membership of the ETAB was reconstituted to include two members of Brevard City Council, two at-large members, and one representative from each of the following entities, per each entity’s recommendation: Transylvania County Tourism Development Authority, Friends of Ecusta Trail, Conserving Carolina, Transylvania Economic Alliance, Heart of Brevard, and Transylvania County; and

WHEREAS, the membership terms are indefinite; and

WHEREAS, At-large member Madeline Hanley resigned from the board on June 2, 2026, leaving a vacancy; and

WHEREAS, Staff conducted an open recruitment for citizens interested in serving on the Ecusta Trail Advisory Board; and

WHEREAS, the applications received during the recruitment period were reviewed by the Finance, Human Resources and Citizen Appointment Committee at their July 27, 2026 meeting, and the Committee reviewed supplementary responses from the candidates at their August 24, 2026 meetings and recommended that Joseph M. Moore be appointed as an at-large member of the Ecusta Trail Advisory Board.

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

The Brevard City Council does hereby appoint Joseph M. Moore as an at-large member of the Brevard/Transylvania County Ecusta Trail Advisory Board.

Adopted and approved this the 8th day of September, 2026.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC, NCCMC
City Clerk

STAFF REPORT

City Council, Tuesday, September 8, 2026

Title: Automated License Plate Readers (ALPRs)

Speaker: Christy Wentzell, Chief of Police
Mack McKeller, City Attorney
Wilson Hooper, City Manager

Prepared by: Christy Wentzell, Chief of Police

Approved by: Wilson Hooper, City Manager

Background

The Brevard Police Department is proposing the use of fixed Automatic License Plate Readers (ALPRs) as an additional investigative tool. ALPRs capture license plate information and limited vehicle characteristics as vehicles pass a camera location. The system can compare plate information against authorized law enforcement hotlists, including applicable NCIC information, and can also be used by authorized personnel to search prior vehicle detections as part of a legitimate criminal investigation.

BPD is proposing three (3) Axon Outpost cameras within the City. Camera placement would be based on public safety and investigative needs, with an emphasis on primary ingress and egress routes and locations where crime data indicates the technology would provide investigative value.

The proposed program includes specific departmental safeguards governing access, use, retention, auditing, and sharing of ALPR information.

The Public Safety Committee (PSC) discussed this matter on three occasions: May 28, June 22, and July 27. At each meeting, committee members shared input that staff incorporated into their proposal.

At its July 27 meeting the PSC referred the proposal to full Council for discussion, with the caveat that a public meeting be held beforehand to collect community input. The public meeting was held on the evening of September 1, 2026 and was attended by approximately 54 people. The results of the meeting are briefly summarized in the Discussion section of this report, and a summary of the themes transmitted in the participants' comments is included as an attachment. Staff have updated the program's proposed guardrails to incorporate some of the feedback from the meeting. Chief Wentzell will cover those changes in her presentation this evening.

Discussion

At the initial PSC discussion on May 28, committee members sought additional info on the city's internal guidelines for ALPR use, and an assessment from the City Attorney on whether the draft contract with Axon contained adequate privacy protections for the individuals whose license plates are captured by the cameras. They also sought answers on

who Brevard Police Department would share its locally-captured images with.

At the June 22 PSC meeting, Chief Wentzell presented her proposed internal policy governing ALPR use. At the June and July 27 committee meetings, members offered feedback which staff incorporated into the proposed policy, which is attached to this staff report. Of particular note:

- ALPR use is limited to authorized law enforcement purposes. Searches must be tied to a legitimate investigation and documented with a case or call-for-service number.
- An ALPR alert is an investigative lead only. Officers must independently verify the information before taking law enforcement action.
- BPD owns and controls its ALPR data. No outside agency has automatic access, and the data may be kept entirely within BPD for internal investigative use.
- Any outside sharing is discretionary and must be authorized by the Chief of Police or his/her designee. Even a legitimate request does not automatically result in release.
- BPD will not share ALPR data for administrative immigration enforcement purposes. Criminal investigative requests must comply with BPD policy and any applicable legal process.
- Misuse of the ALPR system is prohibited. Employees who misuse the system may face disciplinary action up to and including termination and, when warranted, referral for criminal investigation and prosecution.
- Queries, access, and system activity will be audited quarterly at the direction of the Chief of Police
- The ALPR program will be reviewed at least annually by the City Council's Public Safety Committee to evaluate compliance, effectiveness, and any needed policy or procedural changes.

At the July 27 PSC meeting, Mr. McKeller gave his assessment of the protections afforded the City in the Axon contract (attached). His opinion was that the contract offered "about as tight a rein as [the City] can expect" on a third-party vendor, pointing specifically to provisions which say the City owns the data, and it's contractually purged after 30 days unless tagged for law enforcement purposes.

The September 1, 2026 public meeting included presentations by Chief Wentzell and Mr. McKeller. Eighteen speakers participated, all registering objections to the cameras. Objections were mostly philosophical; speakers did not want Brevard to be a part of the slide towards a surveillance state. Some speakers felt that crime wasn't high enough in the area to justify this kind of tool, while others were weary that Axon would be protective of the collected data. Speakers thanked the City holding the town hall, and most appreciated the City's attempt to create reasonable protections. A summary of the comments is attached.

Fiscal Impact

The ALPR cameras are being purchased from Axon as part of an equipment bundle that

includes updated tasers and body cams for BPD. The bundle requires a five-year contract and the cost for all five years is \$398,299. Without the ALPR cameras, the bundle with just tasers and body cams will be \$399,170. The ongoing costs of the equipment bundle will be approximately \$80,000/year whether ALPRs are included or not.

Staff believe Axon is offering Brevard this deal as a way to try and compete in the competitive ALPR market.

Action

Though staff believe they have the legal authority to implement an ALPR program without Council approval, they seek Council approval due to the controversial nature of this matter. Therefore, staff ask that Council take one of the following actions:

1. Approve the attached resolution consenting to the implementation of an ALPR program within the City limits with listed conditions.
2. Amend the conditions within the consenting resolution and approve the amended resolution.
3. Table the matter for further discussion
4. Reject the proposal

Attachments:

1. BPD400-32 ALPRs updated
2. Proposed Axon ALPR Contract
3. ALPR Listening Session Themes
4. Res_2026-XX_ALPR approval



Brevard Police Department

General Order

Title Automated License Plate Readers (ALPR)		Order Number 400-32
Effective Date September 2026	Amends NEW	
NCLEA Standard None	Rescinds	
Reference NCGS 20-183.31 NCGS 20-183.32 SOP ALPR Queries	Pages 5	
Forms F432 Hotlist Entry		

Purpose

The purpose of this policy is to guide the use, storage, and retention of data captured by automated license plate readers (ALPRs) by the Brevard Police Department (BPD).

Policy

It is the policy of the BPD to use data captured by ALPRs for official law enforcement purposes, including but not limited to identifying stolen vehicles and license plates, missing and wanted persons, and gathering information related to active warrants, suspect interdiction, and stolen property recovery. ALPR technology will be utilized while keeping the privacy rights of the public in mind.

Definitions

Alert- An audible and/or visual signal activated upon the reading of a license plate by the ALPR system that has not been visually verified by an officer against the photo in the ALPR system.

ALPR Operators - Agency personnel who are authorized to use ALPR equipment and systems.

Automated License Plate Reader (ALPR) System - Equipment consisting of camera(s), computer(s), computer software, and associated peripherals, used to automatically scan, recognize, and interpret the characters on vehicle license plates. Digital images captured by the cameras are converted into data, which the system processes and stores. The system can compare captured data against

hotlists of license plates and alert the ALPR operator to an offense or relevant intelligence about the vehicle, which may provide the basis for a reasonable suspicion stop and further investigation. Additionally, stored system data can be queried and analyzed for investigative purposes.

Hit- A read matched to a plate that previously has been registered on an agency's hotlist of vehicle plates related to stolen vehicles, wanted vehicles, or other factors supporting investigation by a law enforcement agency, or which has been manually registered by a user for further investigation.

Hotlist - A database populated with items of specific interest to investigative and/or enforcement operations of law enforcement.

Procedures

Administration

The Support Services Lieutenant is responsible for overseeing the ALPR program. The CID Sergeant will serve as the ALPR coordinator.

1. The ALPR coordinator will:

- Be responsible for the overall maintenance of ALPR systems and equipment
- Ensure that ALPR data is properly collected, maintained, and deleted in accordance with NCGS and this general order
- Maintain a hotlist of items of specific interest to the agency and manage any hits received based on that list

2. Each user is individually responsible for ensuring:

- Compliance with this policy
- Accuracy and completeness of all query documentation
- Confidence that their stated reason fully supports their right and need to access ALPR information

Operations

1. Use of ALPR equipment and systems in any manner other than in accordance with NCGS 20-183.31, 20-183.32, and this general order is strictly prohibited.

2. ALPR equipment will be affixed to locations determined by the Chief of Police or designee utilizing data-driven criteria.
3. Each query will require a documented Call for Service (CFS) number and/or incident report number, including the officer's name, date, and specific and articulable facts showing that there are reasonable grounds to believe that the captured plate data is relevant and material to an ongoing criminal or missing persons investigation.
4. When an alert is received from an ALPR, personnel will use NCIC, departmental RMS, CAD, and other appropriate databases to verify the hotlist hit. Personnel should not rely solely on the ALPR alert to take law enforcement action.
5. When requesting information to be added to an agency hotlist, personnel will submit a request to their direct line supervisor. The request must include the license plate or identifying information, the related CFS number and/or incident report number, the requesting officer's name, date, and a clearly articulated reason for the entry. The supervisor will review the request to ensure there is a documented nexus between the plate and a legitimate law enforcement or public safety purpose before forwarding the request to the CID Sergeant for entry.
6. Hot-list entries must be tied to a legitimate law enforcement or public safety purpose and may include, but are not limited to:
 - stolen vehicles,
 - stolen license plates,
 - missing or endangered persons,
 - wanted subjects,
 - active criminal investigations,
 - public safety threats, or
 - other situations authorized by state law.
7. Upon receipt of a pre-approved hotlist entry, the CID sergeant will confirm it meets policy guidelines before entering it into the agency's hotlist.
8. In compliance with NCGS§ 20-183.32, the CID Sergeant is responsible for confirming that the hotlist is still valid every 24 hours.

9. The CID Sergeant is responsible for the prompt removal of all hotlist entries that are no longer needed or valid.
10. When querying ALPR databases, personnel will follow procedures in accordance with SOP-ALPR Queries.

Training

1. ALPR operators will be trained to use equipment or systems. Review and acknowledgment of this general order are required before operating ALPR equipment or systems.
2. Sworn officers and telecommunicators will receive training during the newly hired employee orientation program or field training.
3. Supervisors will receive training on their additional duties during the newly promoted supervisor orientation program.
4. Any other training may be distributed at the request of the chief of police, executive staff, or supervisors during roll call, in-service, or otherwise.

Data Collection, Storage, and Retention

1. ALPR data will be collected and securely maintained on approved cloud-based servers.
2. In accordance with NCGS§ 20-183.32, ALPR data may not be retained for longer than 90 days from the date it is captured unless:
 - A search warrant is issued pursuant to Article 11 of Chapter 15A of the General Statutes
 - A federal search warrant is issued in compliance with the Federal Rules of Criminal Procedure
 - A written preservation request must be prepared and submitted by a law enforcement entity. The request must include:
 - The location of the camera or cameras for which the captured plate data and the license plate for which the captured plate data
 - The date or dates and time frames for which captured plate data

- Specific and articulable facts showing that there are reasonable grounds to believe that the captured plate data is relevant and material to an ongoing criminal or missing persons investigation or is needed to prove a violation of a motor carrier safety regulation
 - The case and identity of the parties involved in that case
3. If a preservation request is submitted, it is valid for one year of preservation from the date it is submitted. An additional preservation request must be submitted, or the data will be destroyed in accordance with applicable records retention law.
 4. It is BPD policy that data will be purged after 30 days unless pertinent to an active criminal investigation.

Security

1. The BPD shall utilize the most restrictive privacy settings available within the ALPR system with respect to access to all captured data as well as the release or sharing of such data.
2. ALPR data will be accessible only through a password-protected system capable of documenting all access to information by name, date, and reason with a corresponding call for service or incident report number.
3. Sworn personnel approved to access ALPR data under these guidelines shall do so for legitimate law enforcement or public safety purposes only.

Accountability and Auditing

1. ALPR database activity is subject to routine and random audits. Queries that do not contain the required information, or any unauthorized access, use, dissemination, or querying of ALPR data, may result in remedial training, suspension or restriction of ALPR access privileges, disciplinary action up to and including termination, and criminal prosecution where authorized by law, in accordance with GO 200-23 - Disciplinary System.
 - Monthly audits of queries and activity will be conducted at the direction of the chief or designee.
2. Required information includes:

- Officer Name
- CFS number or Incident Report number
- A clearly articulated reason for the query in accordance with SOP- [ALPR Query](#).
- In accordance with NCGS 20-183.31(d), the ALPR database will be validated every 24 hours.

Release of Data

1. ALPR data may be shared, at the discretion of the Chief of Police or designee, with other law enforcement prosecutorial agencies for official law enforcement purposes after a written request has been received.
2. ALPR data may be released if a state or federal search warrant is issued or if a written preservation request is provided by a federal, state, or local law enforcement agency or prosecutorial body. Regarding preservation requests, the requesting agency must provide and specify in writing:
 - The camera(s)' location and the specific license plate must be preserved.
 - The date or dates and time frames for which captured data must be preserved.
 - Specific and articulable facts showing grounds to believe that the captured plate data is relevant and material to an ongoing criminal or missing persons investigation or is needed to prove a violation of a motor carrier safety regulation.
 - The case and identity of the parties involved in that case (NCGS § 20-183.32 (c)).
3. ALPR data is explicitly designated as confidential by G.S.132-1. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be denied in accordance with NCGS § 20-183.32.
4. Captured plate data will not be sold for any purpose.

Reporting

1. The ALPR coordinator will complete an annual review of the ALPR systems monthly audits and review procedures to identify:
 - Program effectiveness

- The need for changes to policy or procedure
 - Potential training needs
 - Any issues found during random queries
2. The annual review will be submitted in written form to the Chief of Police by January 31st of the year following the year being reviewed.
3. The Chief of Police will submit an annual ALPR report to the Public Safety Committee no later than February 28th. The Public Safety Committee is comprised of elected officials and is open to the public, who will have the opportunity to review the report and findings in its full entirety. The annual report will include, but not limited to:
- total plate reads,
 - total hotlist alerts,
 - stolen vehicle recoveries,
 - missing persons located,
 - missing persons cases assisted,
 - criminal investigations aided,
 - number of search warrants conducted,
 - number of audits completed, and
 - number of policy violations discovered.

BY ORDER OF:



Christy Wentzell
Chief of Police

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-)

year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but

not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer

and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. Termination.

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. General.

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.****CUSTOMER:**

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
 - 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
 - 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
 - 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
 - 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence
 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary
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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is

considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term (“**Axon Records Subscription Term**”)

15.2. An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

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- 16.7.remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 16.8.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 16.9.**Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
17. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
18. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
19. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

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6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
 7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
 8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
 9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
 10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
 11. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging or applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process

to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a combined offering in a Quote or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the combined offering in the Quote or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining **Customer's Axon Evidence account**
 Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing **Customer's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
 Proactively monitoring the health of **Axon equipment**
 Creating and monitoring RMAs **on-site**
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating bi-annual **voice of customer meetings with Axon's Device Management team**
 Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
 2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact

Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users , may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1 Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2 Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3 Distribution of survey via multiple distribution channels such as text message;
 - 1.4 Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5 Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6 Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7 Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8 Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.

Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

- 1.1 AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2 Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3 Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

- 2.1 Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2 Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3 Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1 User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2 Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3 End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

- 3.1 Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2 Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3 Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4 Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5 **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities**

4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms shall apply.

1. Definitions

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

3. Customer Obligations

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software

and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

Notes and Themes from the 9/1/26 Brevard ALPR Listening and Information Session

Disclaimer: The following notes and identified themes are paraphrased based on the public's comments and questions. For additional information, the recording is available on our website.

Concerns Regarding Surveillance and Future Expansion

- Participants expressed concern that implementation of ALPR cameras could lead to broader expansion of surveillance.
- Concerns were raised regarding software updates or technological enhancements that could occur without the public's knowledge or input.
- While FLOCK and Axon's systems are currently incompatible, there was concern that integration of the technologies could create a larger network of surveillance.

Value of Public Input and Community Engagement

- The public expressed appreciation to the City and the Brevard Police Department for allowing the public to publicly express their concerns. They also appreciated that the City held this session prior to making a decision.

Privacy Concerns

- Participants felt that ALPR technology contributes to the perception that members of the public are guilty until proven innocent or that the public is under investigation at all times.
- Concerns were raised regarding data security, cloud storage, and the potential for data breaches.

Community Trust and Relationship with Government and Law Enforcement Entities

- Participants questioned the extent to which information collected by ALPR cameras could be used for other purposes beyond the program's original intent.
- Participants are concerned that implementation of ALPRs without community support could further strain trust between the community and law enforcement.
- Participants expressed broader distrust regarding the federal government's potential future requests/access to local data, including the possibility of federal subpoenas.
- Concerns were raised regarding the potential for law enforcement to selectively identify and pursue individuals based on information generated through ALPRs, prompting questions about who ultimately benefits from enhanced surveillance.
- Comments reflected a desire to strengthen public trust and for the community to work together.

Appropriateness for a Small Town

- Several participants questioned whether this type of technology is appropriate or necessary for a City the size of Brevard, noting the City's low crime rate, and whether the anticipated public safety benefits justify the technology.

- Some participants emphasized that maintaining privacy is particularly important.

Concerns Regarding Corporate Involvement

- Participants criticized a large technology corporation's involvement in the collection, storage, and management of community data.
- Some participants expressed feeling that a multi-billion-dollar corporation is preying on a small community.
- There were concerns that the nature of the software feeds data centers that would be required to operate the system.

Staffing and Resource Allocation

- Some participants noted that ALPR technology is an attempt to remedy staffing shortages within the police department and questioned whether technology should take priority over personnel and other public safety resources.

RESOLUTION NO. 2026-XX

**RESOLUTION CONSENTING TO THE USE OF AUTOMATED LICENSE PLATE READERS
BY THE BREVARD POLICE DEPARTMENT**

WHEREAS, in Spring of 2026 the Brevard Chief of Police proposed installation of three Axon Outpost automated license plate readers (ALPRs) within the City limits; and

WHEREAS, ALPRs use specialized cameras and software to automatically capture and analyze vehicle license plate information; and

WHEREAS, it is the police chief's belief that ALPRs are a helpful law enforcement tool which, when used appropriately, supplement and enhance human policing; and

WHEREAS, being sensitive to the public's legitimate concerns about privacy, Brevard Police Department sought input from the Brevard City Council's Public Safety Committee (PSC) on the conditions under which ALPRs can appropriately be deployed in Brevard; and

WHEREAS, with input from the PSC members, Brevard Police Department drafted General Order #400-32 governing the use of ALPRs in Brevard; and

WHEREAS, the PSC referred the matter to full City Council for deliberation on the condition that a public meeting be held to receive community input; and

WHEREAS, Brevard Police Department also incorporated public feedback it received at a September 2026 town hall meeting into the order; and

WHEREAS, in recognition of the high degree of public interest in this matter, Brevard Police Department and City Administration ask for City Council's consent to implement the proposed ALPR program.

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

Section 1. City Council consents to the deployment of three Axon Outpost ALPR cameras within the City limits.

Section 2. The ALPR program shall only operate under the terms and conditions of Brevard Police Department General Order #400-32, attached as reference.

Adopted and approved this the _____ day of _____, 2026.

Maureen Copelof
Mayor

ATTEST:

Denise Hodsdon, CMC
City Clerk