



AGENDA
BREVARD CITY COUNCIL – REGULAR MEETING
Monday, May 16, 2016 – 7:00 P.M.
City Council Chambers

A. Welcome and Call to Order	
B. Invocation	
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O. Closed Session(s)

P. Adjourn

Media & Sunshine List: 5/10/2016
Posted: 5/10/2016
Website: 5/10/2016
D. Perry, City Clerk

Approval of Minutes

**MINUTES
BREVARD CITY COUNCIL
Regular Meeting
April 18, 2016 – 7:00 PM**

The Brevard City Council met in regular session on Monday, April 18, 2016, at 7:00 p.m. in the Council Chambers of City Hall with Mayor Jimmy Harris presiding.

Present - Mayor Jimmy Harris, Mayor Pro Tem Mac Morrow, Council Members Maurice Jones, Ann Hollingsworth, Gary Daniel and Charlie Landreth.

Staff Present – City Manager and Finance Director Jim Fatland, City Attorney Mike Pratt, City Clerk Desiree Perry, Special Project Director Josh Freeman, Planning Director Daniel Cobb, Planner Aaron Bland, HR Director Derrick Swing, Deputy Clerk Jill Murray, Public Works Director David Lutz, Fire Chief Craig Budzinski, Parks and Property Management Director Lynn Goldsmith, Finance Accountant Tom Whitlock, Police Chief Phil Harris and Police Dispatchers Debbie McCrary and Cathy Sue Guess.

Press – Kevin Fuller, Transylvania Times

A. Welcome and Call to Order – Mayor Harris called the meeting to order, welcomed those present and introduced Council members, Manager, Attorney and City Clerk.

B. Invocation – Pastor Dema Barishnikov, Destiny Christian Fellowship, offered an Invocation.

C. Pledge of Allegiance – Mayor Harris led in the Pledge of Allegiance.

D. Certification of Quorum - The City Clerk certified a quorum present.

E. Approval of Agenda – Mayor Harris asked that the Agenda be amended to add G-4 Proclamation-National Public Safety Telecommunicators Week. Mr. Landreth moved the Agenda be amended to add the Proclamation and to also add a Closed Session Economic Development item and the Agenda be approved as amended. Motion was seconded by Mr. Morrow and passed unanimously.

F. Approval of Minutes – Ms. Hollingsworth moved, seconded by Mr. Morrow, the March 21, 2016, meeting minutes be approved as presented. Motion carried unanimously.

G. Certificates, Awards and Recognition

Proclamation 2016-03 Arbor Day. Mayor Harris read aloud and presented a Proclamation to Parks and Property Management Director Lynn Goldsmith; recognizing Arbor Day and the ceremony scheduled for April 27, 2016, and for this being the 37th year Brevard has been recognized as a Tree City USA.

Certificate of Appreciation – Mayor Harris explained Mr. Bud Holland and Ms. Reid Wood have served on the City's Community Appearance Commission; however, they are unable to attend tonight's meeting. Mr. Holland has served on the CAC for ten years and Ms. Reid has served for eight years. Their Certificates of Appreciation will be mailed to them.

Proclamation 2016-04 National Public Safety Telecommunicators Week. Mayor Harris read aloud and presented a Proclamation to Police Dispatchers Debbie McCrary and Cathy Sue Guess, recognizing Public Safety Telecommunicators Week, April 10-16, 2016, and thanked them for the service they and others provide our citizens as Police Department dispatchers.

H. Public Hearing - None

I. Public Participation

Ms. Mary Joe Welch, 189 Montview Circle, Brevard. Came to speak as one of the two representatives of “Barks and Recreation” group (many of whom were in the audience) to advocate for a dog park within the City. Brevard offers many recreational opportunities for families; however, we are missing doing so for our four-legged family members. We care for these members of our families by providing medical care, shelter and we train them. It is important they have opportunity to socialize at a dog park were they could have freedom to play, have agility classes, and could receive training with the children in order to be a good member of their family. Socialization is important for a dog. Because Brevard does not offer a dog park, she travels to Mills River to use their dog park and while there she frequents their retail shops and restaurants. If Brevard had a dog park, people would use it and would frequent our local businesses and restaurants.

Ms. Kat Now, 263 N. Caldwell Street, Brevard. One of the many benefits of a dog park is they are being provided a place to play and opportunity to socialize; this has an added benefit of reduced dog barking. A dog’s behavior is improved by activity and socialization. Having a dog park would help in tourism as many individuals and families alike seek destinations that provide recreational opportunities for all members of their family, including their four-legged members. We come asking the City to provide the funding and location. We also come and offer our willingness to help by working as volunteers including our doing research, legal, labor, do fund raising events – please just let us know what we can do to help make a dog park happen.

Ms. Susan Sunflower, 102 College, Brevard. Announced and invited all to attend an Arbor Day event “Brevard Tree Walk” scheduled for April 29th at 5:30 PM in front of City Hall, and she also provided a handout of the “Master Gardeners Earth Day Plant Sale” event taking place on April 30th and encouraged folks to come out and support the event.

Mr. Scott Kuba, 273 West Main Street, Brevard. He in support of Short Term Rentals (STR) as they are a way for people to generate revenue for themselves and for the City; he questioned why SRT parking standards are being proposed that are different than the residential standards that are already in the zoning ordinance; he is not opposed to the proposed STR owner being requiring to have a permit; and, asked, if the City plans to create a data base of STR do so by allowing others (County and State) to have access to the data.

Mr. Daniel Trusler, 266 Probart Street. Spoke in support of Short Term Rentals (STR); expressed appreciation for the time and hard work Planning Staff and the Planning Board have put into the process; feels the STR are a benefit to the property owners and community and does not believe the proposed extensive regulations are necessary as over regulating could result in creating a bigger problem. Suggested consideration to remove the City’s current standard of “less than 30 days” which would make it easier for Planning staff and the Board of Adjustment. There are three STR’s in his neighborhood and he much prefers them to vacant homes.

Mr. Trusler requested the City consider placing a stop sign on Carver Street at the three-way intersection between Oaklawn, Morgan and Carver as he finds it to be a difficult intersection.

Mayor Harris responded City staff will look into it.

Ms. Geraldine Dinkins, 500 W Probart Street. Spoke in support of a City dog park. At present she does not own a dog; however, as a runner she sees the need for a dog park; it is likely their family will need to have a service dog for their child and having a dog park would be helpful to them. She added it’s been her experience that dog parks prove to be quite entertaining and suggested the City install benches outside the park for people to sit upon to watch the dogs at play.

Ms. Elda Brown, 135 Maple Street. Spoke in favor of Short Term Rentals (SRT); she and her husband own a SRT and have attended all of the City meetings, and she thanked the Planning Staff for their work. As a SRT owner they really don't see the need for a new ordinance; however, as proposed it is a good solution that will work and they will endorse it, with the exception of the proposed language on annual renewal of permits, which they have already brought to Council's attention by sending them an email.

Ms. Julie King, 230 Burrell Mountain Road. Spoke in favor of Short Term Rentals (SRT) explaining she has a Vacation Rental by Owner (VRBO) and does not think the City needs to govern the use as strictly as proposed; questioned the need to require an owner of a STR or VRBO to pay a \$200 permit or license fee. Explained they are meeting lodging needs as she recently rented to a couple who participated in the Assault on the Carolinas and while staying with her they also frequented local stores and restaurants. SRT and VRBO's provide revenue for the property owners as well as for local businesses.

J. Special Presentation(s) - None

K. Consent Agenda and Information - Consent Agenda items are considered routine and are enacted by one motion. Mayor Harris read aloud the items listed, and asked if Council desired to remove an item for discussion, or, to add an item(s) to the Consent Agenda.

Mayor Harris suggested consideration to move New Business Items #1, #3, #4, #5, #6 and #7 be added to the Consent Agenda. Mr. Landreth moved, seconded by Mr. Morrow, the Consent Agenda be amended to add NB Items 1, 3, 4, 5, 6 and 7 and be approved as amended.

Discussion: Ms. Hollingsworth asked if a dog park could be added to the Estatoe Trail Grant request. Mr. Freeman explained without having a site selected for a dog park and with the grant deadline timeframe, it could not be included. Perhaps a second grant could be sought.

Vote on the Motion: Motion carried unanimously. The following items were approved:

K-1. Staff Reports:

- a. Public Works Department February 2016 Monthly Report
- b. Finance Department March 2016 Monthly Report
- c. Planning Department Quarterly Report (Jan-Mar, 2016)

K-2. Resolution No. 2016-04 A Resolution Directing The City Clerk To Investigate The Sufficiency Of A Petition For An Annexation Pursuant To NCGS 160A-58.2, As Amended

RESOLUTION NO. 2016-06

A RESOLUTION AWARDING THE CONSTRUCTION WORK FOR THE CITY OF BREVARD NEELY ROAD PUMP STATION & EQ PROJECT

WHEREAS, The City of Brevard has previously approved the City of Brevard Neely Road Pump Station and Equalization Project, herein after; "The Project"; and

WHEREAS, The Project has received approval and permits from the NCDENR – DWQ state regulating agency; and

WHEREAS, The City of Brevard has secured funding for The Project through a secured loan from NCDEQ - DWI in the amount of \$6,657,500 towards The Project; and

WHEREAS, The City of Brevard has received approval from the NC Department of State Treasurer, Local Government Commission to accept the loan; and

WHEREAS, The City of Brevard has placed The Project to public bid under state requirements, and has received bids that are within the established budget for The Project; and

WHEREAS, The City of Brevard, upon recommendation of the City's Consulting Engineers, CDM Smith desires to accept the low bid, award and construct The Project; and

WHEREAS, in accordance with G.S. 143-129, the City of Brevard received formal proposals for the Neely Road Pump Station and Equalization Project on Thursday, March 17, 2016 at Brevard Public Works Department; and,

WHEREAS, after receiving the Bid Tabulation from this bid opening for the proposed project, the Brevard City Council now desires to approve an award of contract.

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

1. A contract for the Neely Road Pump Station and Equalization Project (CWSRF Project No. CS370 476-08) is hereby awarded to Wharton-Smith, Inc., NC License #38755, 5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217, for the bid price of \$6,657,500.00 as received in accordance with the City's bid documents for this Project.
2. The City Manager upon award approval from the NCDENR DWI, is authorized and directed to sign a contract with Wharton-Smith, Inc.
3. The City Manager is authorized and directed to take all necessary actions required by the NCDENR DWI to complete The Project, including all close out documents.
4. The City Manager is authorized and directed to process and approve any required change orders up to The Project's budget limit that may be needed to complete The Project.
5. The City Manager shall advise the Board periodically on the status of completion of The Project.
6. This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18th day of April, 2016.

K-3. Ordinance No. 2016-06 An Ordinance Declaring A Road Closure For White Squirrel Festival And Memorial Day Parade

ORDINANCE NO. 2016-06

AN ORDINANCE DECLARING A ROAD CLOSURE FOR WHITE SQUIRREL FESTIVAL AND MEMORIAL DAY PARADE

WHEREAS, Brevard City Council acknowledges a long tradition of providing an annual White Squirrel Festival for the pleasure and enjoyment of its citizens and visitors; and,

WHEREAS, Brevard City Council acknowledges this festival provides an opportunity for day-long, family-oriented activities; and,

WHEREAS, Brevard City Council acknowledges this festival requires a portion of Main Street (US Highway 276) and Broad Street (US Highway 64) to be closed for setup, activities, and cleanup; and,

WHEREAS, Brevard City Council acknowledges the importance of celebrating Memorial Day as an opportunity to remember and honor those who have died while serving in the United States Armed Forces; and,

WHEREAS, Brevard City Council acknowledges this parade requires portions of North and South Broad Street (US Highway 64) to be closed;

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

SECTION 01. Pursuant to authority granted by G.S. 20-169 the City of Brevard hereby declares the following temporary road closures during the days and times set forth below on the following described portion of a State Highway System route:

White Squirrel Festival

Date: Friday, May 27 – Sunday, May 29, 2016
Time: 11:00 AM Friday, May 27 – 8:00 PM Sunday, May 29, 2016
Route Description: Main Street (US 276) from Caldwell Street to Johnson Street, and Broad Street (US 64) from French Broad Street to Morgan Street.

Memorial Day Parade

Date: Saturday, May 28, 2016
Time: 6:00 AM – 10:00 AM
Route Description: South Broad Street (US 64) at the Transylvania County Library to North Broad Street (US 64) at Brevard College Drive.

SECTION 02. This Ordinance shall be in full force and effect from and after the date of its adoption.

Adopted and approved this the 18th day of April, 2016.

K-4. FEMA Fire Prevention and Safety Grant – Council granted the Brevard Fire Department the authorization to request grant funding in the amount of \$25,000 for the purchase of smoke detectors to give out to residence in our community. If awarded, the local match of \$1,250 would be paid from the Fire Department Special Revenue Fund.

K-5. Amend City Council 2016 Meeting Schedule – Council cancelled the April 25, 2016, joint County/City workshop. To be rescheduled to September; date not yet determined.

K-4. Correspondence - No Action. (*Offered to Council as information only.*)

- a. March 2016 Building Activity Report.
- b. Brevard Tree Walk, April 29th at 5:30 PM
- c. Friends of DuPont Forest – The Little River Watermark, Spring 2016
- d. Brevard Music Center 2015 Economic Impact Study
- e. NC Competes for Jobs, May 4, 2016
- f. Kids Go Festival, South Broad Park on April 23rd from 11 AM to 3 PM
- g. Arbor Day Ceremony, City Sports Complex on April 27th at 10:30 AM

K-5 (M-1). Resolution No. 2016-05 A Resolution Awarding The Construction Work For The City of Brevard Kings Creek Phase III Gravity Sewer Upgrade Project

RESOLUTION NO. 2016-05

A RESOLUTION AWARDING THE CONSTRUCTION WORK FOR THE CITY OF BREVARD KINGS CREEK PHASE III GRAVITY SEWER UPGRADE PROJECT

WHEREAS, The City of Brevard has previously approved the City of Brevard Kings Creek Phase III Gravity Sewer Upgrade Project, herein after; “The Project”; and

WHEREAS, The Project has received approval and permits from the NCDENR – DWQ state regulating agency; and

WHEREAS, The City of Brevard has secured funding for The Project through a secured loan from NCDENR - DWI in the amount of \$1,484,150 towards The Project; and

WHEREAS, The City of Brevard has received approval from the NC Department of State Treasurer, Local Government Commission to accept the loan; and

WHEREAS, The City of Brevard has placed The Project to public bid under state requirements, and has received bids that are within the established budget for The Project; and

WHEREAS, The City of Brevard, upon recommendation of the City’s Consulting Engineers, Brown Consultants, PA, desires to accept the low bid, award and construct The Project; and

WHEREAS, in accordance with G.S. 143-129, the City of Brevard received formal proposals for the Kings Creek Phase III Gravity Sewer Upgrade Project at 11:00 A.M. on Thursday, March 17, 2016 at Brevard’s Public Works Department; and,

WHEREAS, after receiving the Bid Tabulation from this bid opening for the proposed project, the Brevard City Council now desires to approve an award of contract.

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

1. A contract for the Kings Creek Phase III Gravity Sewer Upgrade Project (CWSRF Project No. CS370476-07) is hereby awarded to Dillard Excavating Company, Incorporated, NC License #8893, 9411 August Road, Pelzer, SC 29669, for the bid price of \$1,148,075.00 as received in accordance with the City’s bid documents for this Project.
2. The City Manager upon award approval from the NCDENR DWI, is authorized and directed to sign a contract with Dillard Excavating Co. Inc.
3. The City Manager is authorized and directed to take all necessary actions required by the NCDENR DWI to complete The Project, including all close out documents.
4. The City Manager is authorized and directed to process and approve any required change orders up to The Project’s budget limit that may be needed to complete The Project.
5. The City Manager shall advise the Board periodically on the status of completion of The Project.
6. This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18th day of April, 2016.

K-6 (M-3). Non-Residential Building Demolition or Repair. Council directed staff to move forward in drafting an ordinance for adoption consideration that would grant a public officer (zoning administrator) the authority to cause non-residential building(s) that fail to meet minimum standards of maintenance, sanitation and safety to be repaired, closed, and/or demolished.

K-7 (M-4). Resolution No. 2016-06 A Resolution Awarding The Construction Work For The City Of Brevard Neely Road Pump Station and EQ Project

RESOLUTION NO. 2016-06

A RESOLUTION AWARDING THE CONSTRUCTION WORK FOR THE CITY OF BREVARD NEELY ROAD PUMP STATION & EQ PROJECT

WHEREAS, The City of Brevard has previously approved the City of Brevard Neely Road Pump Station and Equalization Project, herein after; “The Project”; and

WHEREAS, The Project has received approval and permits from the NCDENR – DWQ state regulating agency; and

WHEREAS, The City of Brevard has secured funding for The Project through a secured loan from NCDEQ - DWI in the amount of \$6,657,500 towards The Project; and

WHEREAS, The City of Brevard has received approval from the NC Department of State Treasurer, Local Government Commission to accept the loan; and

WHEREAS, The City of Brevard has placed The Project to public bid under state requirements, and has received bids that are within the established budget for The Project; and

WHEREAS, The City of Brevard, upon recommendation of the City’s Consulting Engineers, CDM Smith desires to accept the low bid, award and construct The Project; and

WHEREAS, in accordance with G.S. 143-129, the City of Brevard received formal proposals for the Neely Road Pump Station and Equalization Project on Thursday, March 17, 2016 at Brevard Public Works Department; and,

WHEREAS, after receiving the Bid Tabulation from this bid opening for the proposed project, the Brevard City Council now desires to approve an award of contract.

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

7. A contract for the Neely Road Pump Station and Equalization Project (CWSRF Project No. CS370 476-08) is hereby awarded to Wharton-Smith, Inc., NC License #38755, 5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217, for the bid price of \$6,657,500.00 as received in accordance with the City’s bid documents for this Project.
8. The City Manager upon award approval from the NCDENR DWI, is authorized and directed to sign a contract with Wharton-Smith, Inc.
9. The City Manager is authorized and directed to take all necessary actions required by the NCDENR DWI to complete The Project, including all close out documents.
10. The City Manager is authorized and directed to process and approve any required change orders up to The Project’s budget limit that may be needed to complete The Project.
11. The City Manager shall advise the Board periodically on the status of completion of The Project.
12. This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18th day of April, 2016.

K-8 (M-5). Resolution No. 2016-07 A Resolution Awarding the Construction Work For The City Of Brevard Neely Road Force Main Project.

RESOLUTION NO. 2016-07

A RESOLUTION AWARDING THE CONSTRUCTION WORK FOR THE CITY OF BREVARD NEELY ROAD FORCE MAIN PROJECT

WHEREAS, The City of Brevard has previously approved the City of Brevard Neely Road Force Main Project, herein after; “The Project”; and

WHEREAS, The Project has received approval and permits from the NCDENR – DWQ state regulating agency; and

WHEREAS, The City of Brevard has secured funding for The Project through a secured loan from NCDEQ - DWI in the amount of \$4,199,825.00 towards The Project; and

WHEREAS, The City of Brevard has received approval from the NC Department of State Treasurer, Local Government Commission to accept the loan; and

WHEREAS, The City of Brevard has placed The Project to public bid under state requirements, and has received bids that are within the established budget for The Project; and

WHEREAS, The City of Brevard, upon recommendation of the City’s Consulting Engineers, CDM Smith desires to accept the low bid, award and construct The Project; and

WHEREAS, in accordance with G.S. 143-129 the City of Brevard received formal proposals for the Neely Road Force Main Project on Thursday, March 31, 2016 at Brevard Public Works Department; and,

WHEREAS, after receiving the Bid Tabulation from this bid opening for the proposed project, the Brevard City Council now desires to approve an award of contract.

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

1. A contract for the Neely Road Force Main Project (CWSRF Project No. CS370 476-08) is hereby awarded to Hall Contracting, NC License #5689, 6415 Lakeview Road, Charlotte, NC 28217, for the bid price of \$4,199,825.00 as received in accordance with the City's bid documents for this Project.
2. The City Manager upon award approval from the NCDENR DWI, is authorized and directed to sign a contract with Hall Contracting Corporation.
3. The City Manager is authorized and directed to take all necessary actions required by the NCDENR DWI to complete The Project, including all close out documents.
4. The City Manager is authorized and directed to process and approve any required change orders up to The Project's budget limit that may be needed to complete The Project.
5. The City Manager shall advise the Board periodically on the status of completion of The Project.
6. This Resolution shall become effective upon its adoption and approval.

Adopted and approved this the 18th day of April, 2016.

K-9 (M-6). Resolution No. 2016-08 A Resolution Authorizing The Submittal Of A North Carolina Parks and Recreation Trust Fund Grant Application To Support Improvements To The Estatoe Trail

RESOLUTION NO. 2016-08

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A NORTH CAROLINA PARKS & RECREATION TRUST FUND GRANT APPLICATION TO SUPPORT IMPROVEMENTS TO THE ESTATOE TRAIL

WHEREAS, Brevard City Council has adopted the following vision statement for the City of Brevard:

“City of Brevard is a safe, family-oriented city with small town charm, outdoor recreation, arts and culture that bring investment opportunities, environmental consciousness, and economic diversity;”

and,

WHEREAS, Brevard City Council is committed to enhancing the quality of life in our community by bringing people of all ages together through physical connections to each other and to our cultural / historic assets of music, arts, and outdoor recreation (“Enhance Quality of Life” Strategy); and,

WHEREAS, Brevard City Council has identified the development of a robust network of trails, sidewalks and greenways as a key tactic to achieve the City's vision and implementing the quality of life strategy; and,

WHEREAS, Brevard City Council intends to submit an application to the North Carolina Parks and Recreation Trust Fund for funding to support various improvements to the Estatoe Trail.

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

SECTION 01. Staff is hereby directed to submit an application to the North Carolina Parks and Recreation Trust Fund for funding to support various improvements to the Estatoe Trail.

SECTION 02. The City Manager is hereby authorized and directed accept such funds as may be awarded by the North Carolina Parks and Recreation Trust Fund on behalf of the City of Brevard, and to execute such documents and agreements as may be necessary in order to accomplish the same.

SECTION 03. This Resolution shall be effective upon its adoption and approval.

SECTION 04. Adopted and approved this the 18th day of April, 2016.

K-10 (M-7). Ordinance No 2016-07 An Ordinance Amending The FY2015-2016 Budget, Amendment No. Three

**ORDINANCE NO. 2016-07
AN ORDINANCE AMENDING THE FY2015-2016 BUDGET
AMENDMENT NO. THREE**

WHEREAS, the City Council of the City of Brevard previously approved the Annual Budget (Ordinance No. 2015-13), Budget Ordinance Amendment No. One (Ordinance No. 2015-14); Budget Ordinance Amendment Two (Ordinance No. 2016-01) and

WHEREAS, it is necessary to make amendments to the budgets to reflect additional revenue, appropriation of fund balance, and expenditures for Fiscal Year 2015-2016.

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

SECTION 01) General Fund Expenditures are hereby increased \$274,596 from \$8,978,159 to \$9,252,755 as shown as follows:

Parks & Property Department	\$ 94,500
Police Department	\$ 66,400
Transfer to Health Reserve Fund	\$ 95,500
Transfer to Pedestrian Fund	<u>\$ 18,196</u>
TOTAL EXPENDITURES	\$274,596

SECTION 02) General Fund Revenues are hereby increased \$274,596 from \$8,978,159 to \$9,252,755 as shown as follows:

Sale of Fixed Assets	\$ 8,196
Police Donation	\$ 2,400
Misc. Revenue 911 Funding	\$ 64,000
Utilities Franchise Tax	<u>\$200,000</u>
TOTAL REVENUE	\$274,596

SECTION 03) Water & Sewer Fund Expenditures is hereby increased \$174,983 from \$5,103,500 to \$5,278,483 as shown as follows:

Transfer to Health Insurance Fund	\$ 31,000
Water Treatment Plant	\$ 43,983
Sewer Treatment Plant	<u>\$100,000</u>
TOTAL EXPENDITURES	\$174,983

SECTION 04) Water & Sewer Fund Revenue is hereby increased \$174,983 from \$5,103,500 to \$5,278,483 as shown as follows:

Utility Fund Balance Appropriated	<u>\$174,983</u>
TOTAL REVENUE	\$174,983

SECTION 05) Heart of Brevard MSD Fund Expenditures are hereby increased \$10,000 from \$120,700 to \$130,700 as shown as follows:

Contract Services	<u>\$ 10,000</u>
TOTAL EXPENDITURES	\$ 10,000

SECTION 06) Heart of Brevard MSD Fund Revenue is hereby increased \$10,000 from \$120,700 to \$130,700 as shown as follows:

Tax Collections	<u>\$ 10,000</u>
TOTAL REVENUE	\$ 10,000

SECTION 07) Capital Reserve Fund Revenue is hereby increased \$200,000 from \$445,000 to \$645,000 as shown as follows:

Capital Reserve Fund Balance Appropriated	<u>\$200,000</u>
TOTAL REVENUE	\$200,000

SECTION 08) Capital Reserve Fund Expenditures are hereby increased \$200,000 from \$445,000 to \$645,000 as shown as follows:

Transfer to Rosenwald Fund	<u>\$200,000</u>
TOTAL EXPENDITURES	\$200,000

SECTION 13) Multi-Use Paths Fund Expenditures are hereby increased \$18,196 from \$597,000 to \$615,196 as shown as follows:

Pedestrian Path Expenditures	<u>\$ 18,196</u>
TOTAL EXPENDITURES	\$ 18,196

SECTION 14) Multi-Use Paths Fund Revenue is hereby increased \$18,196 from \$597,000 to \$615,196 as shown as follows:

Transfer from General Fund	<u>\$ 18,196</u>
TOTAL REVENUE	\$ 18,196

SECTION 14-A) Bracken Mountain Project Expenditures are hereby increased \$7,476 from \$10,792 to \$18,268 as shown as follows:

Trail & Design Construction	<u>\$ 7,476</u>
TOTAL EXPENDITURES	\$ 7,476

SECTION 14-B) Bracken Mountain Project Revenue is hereby increased \$7,476 from \$10,792 to \$18,268 as shown as follows:

Bracken Mountain Fund Balance Appropriated	<u>\$ 7,476</u>
TOTAL REVENUE	\$ 7,476

SECTION 17) Downtown Master Plan Expenditures are hereby increased \$300,000 from \$511,167 to \$811,167 as shown as follows:

Transfer to Pedestrian Fund	<u>\$300,000</u>
TOTAL EXPENDITURES	\$300,000

SECTION 18) Downtown Master Plan Revenue is hereby increased \$300,000 from \$511,167 to \$811,167 as shown as follows:

Downtown Master Plan Fund Balance Appropriated	<u>\$300,000</u>
TOTAL EXPENDITURES	\$300,000

SECTION 19) Rosenwald Revitalization Fund Expenditures are hereby increased \$200,000 from \$291,674 to \$491,674 as shown as follows:

Environmental Clean Up & Park Improvements	<u>\$200,000</u>
TOTAL EXPENDITURES	\$200,000

SECTION 20) Rosenwald Revitalization Fund Revenue is hereby increased \$200,000 from \$291,674 to \$491,674 as shown as follows:

Transfer from Capital Reserve Fund	<u>\$200,000</u>
TOTAL REVENUE	\$200,000

SECTION 23) Health Insurance Fund Revenue is hereby increased \$126,500 from \$1,171,500 to \$1,298,000 as shown as follows:

Transfer From General Fund	\$ 95,500
Transfer From Utility Fund	<u>\$ 31,000</u>
TOTAL REVENUE	\$126,500

SECTION 24) Health Insurance Fund Expenditures are hereby increased \$126,500 from \$1,171,500 to \$1,298,000 as shown as follows:

Health Insurance Claims Paid	<u>\$126,500</u>
TOTAL EXPENDITURES	\$126,500

SECTION 27) Housing Trust Fund Revenue is hereby increased \$13,204 from \$13,332 to \$26,536 as shown as follows:

Developer Loan Payment	<u>\$ 13,204</u>
TOTAL REVENUE	\$ 13,204

SECTION 28) Housing Trust Fund Expenditures are hereby increased \$13,204 from \$13,332 to \$26,536 as shown as follows:

Increase in Fund Balance	<u>\$ 13,204</u>
TOTAL EXPENDITURES	\$ 13,204

SECTION 31) That Revenue and Expenditures Sections 1 through Section 30 of the Ordinance Amendment have increased \$1,308,563 from \$25,785,838 to \$27,094,401 as follows:

General Fund	\$ 9,252,755
Water & Sewer Fund	\$ 5,278,483
Utility Capital Projects Fund	\$ 7,819,094
Capital Reserve Fund	\$ 645,000
Heart of Brevard MSD Fund	\$ 130,700
Bjerg Trust Fund	\$ 100
Fire District Fund	\$ 648,530
Multi-Use Paths Fund	\$ 615,196
Narcotics Task Force Fund	\$ 45,100
Downtown Master Plan Fund	\$ 811,167
Other Post-Employment Benefits Fund	\$ 18,750
Bracken Mountain Project Fund	\$ 18,268
Health Insurance Fund	\$ 1,298,000
Housing Trust Fund	\$ 26,536
T.L. Scruggs Scholarship Trust Fund	\$ 11,500
Rosenwald Revitalization Fund	<u>\$ 491,674</u>
TOTAL BUDGET APPROPRIATION	\$27,110,793

Adopted and approved this 18th day of April, 2016.

L. Unfinished Business - None

M. New Business

M-2. Short Term Rentals

Mr. Fatland explained Planning Staff will be making a presentation on Short Term Rentals. No action is being asked of Council at this time.

Mr. Cobb stated the purpose of tonight's presentation is to provide Council and those present with information on the subject prior to holding a public hearing. At Council's August 17, 2015, meeting the issue of short-term rentals (STRs) such as those offered on websites such as Airbnb.com and VRBO.com was brought up. At the September 21st meeting Staff presented basic information about these rentals and City Council provided Staff with direction to take the issue to the Planning Board to explore possible changes to the UDO that would allow for short-term rentals but also mitigate potential negative impacts on residential neighborhoods. The Planning Board began its discussions at their October meeting discussing the advantages and potential impacts of STRs, as well as how these accommodations related to lodging uses already in the UDO.

Two public input meetings were held in November at the County Library with a combined attendance of approximately 40 people. Additionally, an online survey was open for one month and 199 submissions were submitted. (A compilation of the input received at the input sessions, by survey and additional correspondence is included within the staff report.)

Using power point, Mr. Cobb presented the Planning Boards recommended draft language and asked Council to discuss and provide Staff with specific questions or requests for information for future discussions and/or suggested changes.

Council discussion comments:

- Parking. One parking space per bedroom. Would a 2-bedroom suite require two parking spaces?
- Bedrooms. Number is derived by information provided in County tax card.
- Downtown (Main Street) STRs. Can STRs be considered in the downtown district, and, what would the parking requirements be, or, would there be parking requirements for one located in the downtown district?
- Issue arose due to a few STRs that have had several people staying in a house and that had multiple cars parked on both the property and in the street.
- It is a difficult situation. While most intend to abide by standards, some of the proposed text is to address those who are not willing to comply.
- Special Use Permit (SUP) and Permitted with Standards (PS). As described tonight by Mr. Cobb is clearer and more easily understood than how it is written in the draft. Please revise.
- Health Codes. The Health Department regulations are state wide; asked if they also contain any local Transylvania County specific codes or regulations.
- Occupancy Tax. City staff has identified some STRs; however, cannot determine if they are paying the occupancy taxes.
- Occupancy Tax. Questioned why the City is not provided access to the State's collection of local occupancy tax information, or information as it is provided from the State to the County.
- Having occupancy tax information would also help in forecasting anticipated revenue, tourism projections, etc.
- Existing STRs. Staff would work with the City Attorney in both the drafting of text as well as an implementation process for those STRs in existence prior to the adoption of an ordinance or text amendment.
- Council Member Landreth asked if anyone in the audience was representing "cityofbrevard.org". No one responded, and several shook their head "no".
- Staff was asked to forward to Council members the information associated with the seven items discussed by the Planning Board (presented upon the last slide).
- Two big problems described are occupancy (number of people housed at one time) and parking. Citizens and Council comments alike have had a common theme of wanting the minimal way to approach and accomplish with the least level of regulation.
- Staff was requested to include a zoning map with the next presentation.

Council asked Staff to revise the draft language by incorporating comments/direction provided tonight for a second review at Council's next regular meeting in May. Desire to have a second review before calling for a public hearing. Mayor asked Council members, should they think of additional suggested modifications to forward them to the City Manager who will in turn see they are provided to Staff.

N. Remarks by Officials / Future Agenda Considerations

Mr. Jones – Rise & Shine will be holding a fund raiser this coming Saturday, April 23rd at Brevard Music Center from 6 to 9 PM. Please come out and support.

Ms. Hollingsworth – Last Tuesday she participated in the Economic Alliances bus tour of to visit different business parks in Mills River, Rock Hill and Shelby, showing examples of private/public partnerships that will hopefully result in helping us to

discover ways to develop properties and help with employment here in Brevard and Transylvania County.

Mr. Fatland – At Council’s next regular meeting he will be presenting his recommended budget. Council’s meeting schedule includes three budget workshops; however, at the first workshop Council can then decide if they want to hold a second.

Council affirmed they desire the Manager to proceed with the budget presentation and first budget workshop Agenda in the same format he did last year.

O. Closed Session – Mayor Harris asked the City Attorney if it would be appropriate for Council to hold four closed sessions to discuss two matters of economic development and a potential property acquisition matter. City Attorney advised pursuant to **GS § 143-318.11. (a)(3) (4) (5)** it would be appropriate to convene provided separate closed sessions on the matters are held. Each closed session will require a separate motion, second and vote to discuss the matter. Council will enter and exit regular session for each closed session.

Closed Session #1 - At 8:57 p.m. Mr. Morrow moved, seconded by Mr. Daniel, Council go into closed session to discuss an economic development matter. Motion carried unanimously. (A seven minute break was taken to allow Council Chambers to be cleared.)

Council Returned to Regular Session – At 9:39 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.

Closed Session #2 – At 9:39 p.m. Mr. Landreth moved, seconded by Mr. Daniel, Council go into a second closed session to discuss an economic development matter. Motion carried unanimously.

Council Returned to Regular Session – At 9:50 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.

Closed Session #3 – At 9:50 p.m. Mr. Jones moved, seconded by Mr. Landreth, Council go into a third closed session to discuss a property acquisition matter. Motion carried unanimously.

Council Returned to Regular Session – At 10:03 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, Mr. Morrow moved, seconded by Mr. Landreth, the meeting be adjourned. Motion carried unanimously. Meeting adjourned at 10:03 P.M.

Jimmy Harris
Mayor

Desiree D. Perry
City Clerk

Minutes Approved: _____

Certificates / Awards / Recognition

STAFF REPORT

City Council, April 18, 2016

Title: Recognition of Accomplishment – Aaron Bland, AICP
City Council will recognize Aaron Bland for recently completing the County and Municipal Administration Course.

Speaker: Daniel Cobb AICP, Planning Director

From: Daniel Cobb AICP, Planning Director

Prepared by: Daniel Cobb, AICP, Planning Director

Approved by: Jim Fatland, CPFO, City Manager

Background

The County and Municipal Administration course is offered on an annual basis from the University Of North Carolina School Of Government. Established in 1931 as the Institute of Government, the School of Government is the largest university-based local government training, advisory, and research organization in the United States. The School serves more than 12,000 public officials each year. The County and Municipal Administration course takes place over an eight month period, meeting for one week each month.

Discussion

This course covers several topics ranging from local government basics, transparency and citizen involvement, finance, to contracting and property transactions, planning, development regulation, and economic development. Each week of class focused on specific aspects of local government. Mr. Bland began this course in September of 2015 and finished in April of 2016.

As a Planner & Assistant Zoning Administrator with the City of Brevard since April of 2012 Mr. Bland has completed several other courses and achievements to compliment his latest efforts. In 2014 Mr. Bland was inducted into the American Institute of Certified Planners (AICP). AICP is the American Planning Association's professional institute, providing recognized leadership nationwide in the certification of professional planners, ethics, professional development, planning education, and the standards of planning practice. Additionally, Mr. Bland was instrumental in the development and authoring of the latest version of the City's Comprehensive Plan.

Completion of the County and Municipal Administration course is not a requirement for employment with the City of Brevard, but is strongly encouraged. Planners are faced everyday with situations requiring knowledge and expertise related to many facets of local government, not simply planning and zoning administration.

Several other City employees have completed this course over the last several years including, Jim Fatland, CPFO – City Manager, Joshua Freeman, AICP, CFM – Special Projects Director, Phil

Harris – Chief of Police, Daniel Cobb, AICP, CFM, CZO – Planning Director, and Desiree Perry, CMC, NCCMC – City Clerk.

Completion of this course is a significant milestone and something the City Council and citizens of Brevard can be proud of. The time, effort, and dedication it takes to complete a course of this magnitude, while maintaining a full workload, demonstrates Mr. Bland’s commitment to the City of Brevard, the Planning Department, and the citizens of Brevard.

Public Hearing(s)

STAFF REPORT

City Council, May 16, 2016

Title: Nonresidential Building or Structure Code

City Council will conduct a public hearing and consider adoption of a Nonresidential Building or Structure Code

Speaker: Daniel Cobb, AICP, Planning Director

From: Daniel Cobb, AICP, Planning Director

Prepared By: Daniel Cobb, AICP, Planning Director
Paul Ray, Senior Code Enforcement Officer

Approved By: Jim Fatland, City Manager

Background

During City Council's annual retreat this year there was discussion regarding the City's statutory authority to regulate the repair or demolition of nonresidential structures. Information was provided to City Council at their regular meeting on April 18, 2016. At this meeting Council directed Staff to prepare an ordinance for adoption consideration that would grant a public officer (zoning administrator) the authority to cause nonresidential building(s) that fail to meet minimum standards of maintenance, sanitation and safety, to be repaired, closed, and/or demolished.

Discussion

The enabling legislation for the City to repair or demolish nonresidential buildings is found in Section 160A-439 of the North Carolina General Statutes. As is the case with the minimum housing standards, this type of ordinance only applies to structures located within the City's corporate limits. Structures within the City's ETJ would not be subject to these standards.

According to the ordinance as presented, if the public officer has issued an Order requiring the building to be repaired or vacated and closed and the building has been vacated and closed for a period of two years pursuant to the Order, the City Council may determine that the owner has abandoned their intent to repair, alter, or improve the building and that the continuation of the building, in its vacated and closed status, would be inimical to the health, safety, and welfare of the municipality.

In the case of vacant manufacturing or industrial facilities, the building or structure must have been vacated and closed pursuant to an order or ordinance for a period of five years before the Council may take action.

Policy Impact

A basic tenant of local government regulation and land use management is to protect the health, safety, and general welfare of a community. The reduction and removal of underutilized, dilapidated, and dangerous buildings has visible and tangible connections with the City's commitment to maintaining and improving upon the high quality of life the City's residents enjoy. The latest update to the City's Comprehensive Plan captures this connection through several policies within the "Livable Communities" element:

- POLICY 4.1.A: Evaluate and amend development ordinances to facilitate infill development on vacant and under-developed parcels, as well as revitalization of developed parcels.
- POLICY 4.1.C: Create a comprehensive inventory of dilapidated, distressed, underutilized, or abandoned structures, and vacant parcels for targeted infill and adaptive reuse.
- POLICY 4.2.F: Combat deteriorating property conditions through proactive code enforcement efforts.

Staff Recommendation

Staff recommends adoption of the Nonresidential Building or Structure Code as submitted.

Fiscal Impact

City Council is authorized under the statute referenced above to make appropriations from its revenues necessary to carry out the purposes of this ordinance and may accept and apply grants or donations to assist in carrying out the provisions. Failure to comply with an Order to repair or vacate by a property owner would likely result in the additional expenditure of funds if the City chooses to take abate such buildings. Such expenses would be analyzed on a case-by-case basis as Council would need to first need to adopt an ordinance ordering the demolition or repair before abatement occurs.

Attachments

- Attachment A – Ordinance Adopting Nonresidential Building or Structure Code
- Attachment B – Nonresidential Building or Structure Code Ordinance

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING BREVARD CITY CODE
PART II - CHAPTER 18 SUBSECTIONS 153 – 173
NONRESIDENTIAL BUILDING OR STRUCTURE CODE**

WHEREAS, Brevard City Council desires to adopt an ordinance granting authority to the Zoning Administrator to cause nonresidential building(s) that fail to meet minimum standards of maintenance, sanitation and safety, to be repaired, closed, and/or demolished.

WHEREAS, the City of Brevard Planning Department Staff have recommended that Brevard City Code, Chapter 18, be amended to adopt a nonresidential building or structure code; and,

WHEREAS, Brevard City Council finds that these proposed amendments are consistent with the City of Brevard Comprehensive Plan and other plans and policies of the City of Brevard; and,

WHEREAS, a public hearing was conducted on Monday, May 16, 2016, by 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 Brevard City Code, Part II, Chapter 18 be amended as shown in Exhibit A.

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

SECTION 01. Brevard City Code, Part II, Chapter 18 is hereby amended to read as shown in Attachment B.

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. The enactment of this ordinance shall in no way affect the running of any Amortization provisions or enforcement actions, or otherwise cure any existing zoning violations.

SECTION 08. This ordinance shall be in full force and effect from and after the date of its adoption.

Ordinance No. 2016-__
May 16, 2016
Page 1 of 2

Adopted and approved this the 16th day of May, 2016

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Michael K. Pratt
City Attorney

Ordinance No. 2016-__
May 16, 2016
Page 2 of 2

1 EXHIBIT A

2

3 Article VI - Nonresidential Building or Structure Code

4 Sec. 18-153. Title

5 This Article shall be known and may be cited and referred to as the "Nonresidential Building or
6 Structure Code".

7 Sec. 18-154. Purpose

8 In order to protect the health, safety and welfare of the City of Brevard and its citizens, it is the
9 purpose of this Article to establish minimum standards of maintenance, sanitation, and safety
10 relating to nonresidential buildings or structures, as expressly authorized by North Carolina
11 General Statute §160A-439. This Article provides for the repair, closing or demolition of
12 nonresidential buildings or structures as a result of a public necessity caused by conditions that
13 are dangerous to the public health, safety and welfare.

14 Sec. 18-155. Definitions

15 The following definitions shall apply in the interpretation and enforcement of this Article:

16 "Basic structural elements" means the parts of a building which provide the principal strength,
17 stability, integrity, shape and safety of the building, including, but not limited to plates, studs,
18 joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window
19 frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other
20 essential components.

21 "Nonresidential" means any building or structure or portion of a building or structure occupied
22 or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing
23 place, living space or sleeping space for one or more human beings, either permanently or
24 transiently.

25 "Operator" shall mean any person who has charge, care, or control of a nonresidential building
26 or structure, or part thereof.

27 "Parties in interest" means all individuals, associations, and corporations who have interests of
28 record in a nonresidential building or structure and any who are in possession thereof.

29 "Vacant manufacturing facility" means any building or structure previously used for the lawful
30 production or manufacturing of goods, which has not been used for that purpose for at least 1
31 year and has not been converted to another use.

32 "Vacant industrial warehouse" means any building or structure designed for the storage of
33 goods or equipment in connection with manufacturing processes, which has not been used for
34 that purpose for at least 1 year and has not been converted to another use.

35 **Sec. 18-156. Applicability and Compliance**

36 A. This Article establishes minimum standards for all nonresidential buildings and structures
37 and does not replace or modify standards otherwise established for the construction, repair,
38 alteration, or use of the building or structure, equipment or facilities.

39 B. The provisions of this Article shall apply to all nonresidential buildings or structures which are
40 now in existence or which may be built within the corporate limits of the City. Every
41 nonresidential building or structure, and the premises on which it is situated, shall comply with
42 the provisions of this Article, whether or not such building or structure shall have been
43 constructed, altered, or repaired before or after the enactment of this Article, and irrespective
44 of any permits or licenses which have been issued for the use or occupancy of the building or
45 structure or for the installment or repair of equipment or facilities.

46 **Sec. 18.157. Maintenance Standards for Nonresidential Buildings and Structures**

47 All nonresidential buildings and structures shall be free of all conditions that are dangerous and
48 injurious to the public health, safety, and welfare of occupants or members of the general
49 public. The existence of any of the following conditions shall be deemed to be dangerous to the
50 public health, safety and welfare for which a public necessity exists for the repair, closing, or
51 demolition of such building or structure and must be corrected in accordance with the
52 provisions of this Article:

53 A. Interior walls, vertical studs, partitions, supporting members, sills, joists, rafters, or other
54 basic structural members that list, lean, or buckle to such an extent as to render the building
55 unsafe, that are rotted, deteriorated or damaged, and that have holes or cracks which might
56 admit rodents.

57 B. Exterior walls that are not structurally sound or free from defects and damages or capable of
58 bearing imposed loads safely. Where a wall of a building has become exposed as a result of
59 demolition of adjacent buildings, such wall must have all doors, windows, vents, or other
60 similar openings closed with material of the type comprising the wall. The exposed wall shall be
61 painted, stuccoed, or bricked and sufficiently weatherproofed to prevent deterioration of the
62 wall.

63 C. Floors or roofs which have improperly distributed loads, which are overloaded, or which have
64 insufficient strength to be reasonably safe for the purpose used. Floors or roofs shall have
65 adequate supporting members and strength to be reasonably safe for the purpose used. Roofs
66 shall be kept structurally sound and shall be maintained in such a manner so as to prevent rain
67 or other objects from penetrating into the interior of the building.

- 68 D. Damage by fire, wind, or other causes rendering the building unsafe.
- 69 E. Dilapidation, decay, unsanitary conditions, or disrepair, dangerous to the health and safety of
70 the occupants or members of the general public.
- 71 F. Lack of adequate ventilation, light, heating, or sanitary facilities to such extent as to endanger
72 the health, safety or general welfare of the occupants or members of the general public.
- 73 G. Buildings and structures that have loose and insufficiently anchored overhanging objects,
74 posing a danger to persons or property.
- 75 H. Buildings and structures including their environs that have insufficiently protected holes,
76 excavations, breaks, projections, obstructions, and other dangerous impediments on or around
77 walks, driveways, parking lots, alleyways, or other areas accessible to and generally used by
78 persons on or around the premises.
- 79 I. Buildings and structures that have cracked or broken glass, loose shingles, loose wood,
80 crumbling stone or brick, loose or broken plastic, other dangerous objects or similar hazardous
81 conditions. Exterior surfaces shall be maintained in such material or treated in such a manner
82 as to prevent deterioration and shall be repaired or replaced with like or similar material
83 according to its original use.
- 84 J. Buildings and structures that have objects or elements protruding from building walls or
85 roofs, which are unsafe or not properly secured or which can create a hazard such as
86 abandoned electrical boxes and conduits, wires, brackets, and similar objects.
- 87 K. Chimneys, flues, and vent attachments thereto which are not structurally sound. Chimneys,
88 flues, gas vents, or other draft-producing equipment shall provide sufficient draft to develop
89 the rated output of the connected equipment, shall be structurally safe, durable, smoke-tight,
90 and capable of withstanding the action of flue gases.
- 91 L. Exterior porches, landings, balconies, stairs, or fire escapes which are not structurally sound.
92 All exterior porches, landings, balconies, stairs, and fire escapes shall be provided with banisters
93 or railings properly designed and maintained to minimize the hazard of falling, and the same
94 shall be kept sound, in good repair, and free of defects.
- 95 M. Cornices which are not structurally sound or are rotten or weakened. Any rotten or
96 weakened areas shall be repaired and/or replaced. All exposed wood shall be treated or
97 painted.
- 98 N. Improperly attached gutters or down-spouts located so as to cause a hazard to pedestrian or
99 vehicular traffic, or adjacent property.
- 100 O. Advertising sign structures, attached or freestanding awnings, marquees and their
101 supporting members, and other similar attachments or structures that cause a safety hazard to
102 the occupants or members of the general public.

103 P. All exterior surfaces that may cause unsafe conditions due to a lack of maintenance. Exterior
104 surfaces shall be painted or sealed to protect the underlying surface from deterioration. All
105 exterior surfaces that have been painted shall be maintained generally free of peeling and
106 flaking. Where 50% or more of the aggregate of any painted surface shall have peeling or
107 flaking or previous paint worn away, the entire surface shall be repainted in order to prevent
108 further deterioration.

109 Q. Windows containing broken glass or cracked glass that could be in danger of falling or
110 shattering. All windows must be tight-fitting and have sashes of proper size and design and free
111 from rotten wood, broken joints, or broken or loose mullions.

112 R. All openings originally designed as windows, doors, loading docks, or other means of egress
113 or ingress which have been temporarily closed by boarding or other manner in a non-secure
114 manner so as to allow unauthorized admittance. If an opening is temporarily closed by boarding
115 to secure the building or structure, the boarding shall be trim fit, sealed to prevent water
116 intrusion, and painted or stained to properly conform with the other exterior portions of the
117 building and shall be maintained in a state that secures the building or structure from any
118 unauthorized admittance from humans, animals, or birds.

119 S. Any other condition which, by the determination of the code enforcement officer renders
120 any building or structure dangerous or injurious to the health, safety, or general welfare of the
121 occupants or members of the general public.

122 **Sec. 18.158. Duties and Powers of Code Enforcement Officer**

123 A. The code enforcement officer is hereby designated as the public officer to enforce the
124 provisions of this Article and to exercise the duties and powers herein prescribed. It shall be the
125 duty of the code enforcement officer:

126 1. To investigate the conditions of nonresidential buildings and structures in the City and
127 to inspect nonresidential buildings and structures located in the City in order to
128 determine which nonresidential buildings and structures are not being maintained so
129 that the health and safety of its occupants or members of the general public are
130 jeopardized and for the purpose of carrying out the objectives of this Article with
131 respect to such nonresidential buildings and structures;

132 2. To take such action, together with other appropriate departments and agencies,
133 public and private, as may be necessary to effect the repair or demolition of
134 nonresidential buildings and structures which have not been properly maintained in
135 compliance with minimum standards established by this Article;

136 3. To keep a record of the results of inspections made under this Article and an
137 inventory of those non-residential buildings and structures which have not been
138 properly maintained in compliance with the minimum standards established by this
139 Article; and

140 4. To perform such other duties as may be herein prescribed.

141 B. The code enforcement officer is authorized to exercise such powers as may be necessary or
142 convenient to carry out and effectuate the purpose and provisions of this Article, including the
143 following powers in addition to others herein granted:

144 1. To investigate nonresidential buildings and structures in the City to determine
145 whether they have been properly maintained in compliance with the minimum
146 standards established by this Article so that the safety or health of the occupants or
147 members of the general public are not jeopardized;

148 2. To administer oaths and affirmations, examine witnesses and receive evidence;

149 3. To enter upon premises for the purpose of making examinations and inspections in
150 accordance with law; and

151 4. To appoint and fix duties of such officers, agents, and employees as the code
152 enforcement or officer deems necessary to carry out the purposes of this Article.

153 **Sec. 18.159. Inspections**

154 For the purpose of making inspections, the code enforcement officer is hereby authorized to
155 enter, examine, and survey at all reasonable times, nonresidential buildings and structures. If
156 entry upon the premises for purposes of investigation is necessary, such entry shall be made
157 with permission of the owner, the owner's agent, a tenant, or other person legally in possession
158 of the premises, or if permission is not granted, pursuant to a duly issued administrative search
159 warrant in accordance with G.S. 15-27.2.

160 **Sec. 18.160. Procedure for Enforcement**

161 A. Preliminary Investigation. Whenever it appears to the code enforcement officer that any
162 nonresidential building or structure has not been properly maintained so that the safety or
163 health of its occupants or members of the general public are jeopardized for failure of the
164 property to meet the minimum standards established by this Article, the code enforcement
165 officer shall undertake a preliminary investigation, including, but not limited to, an inspection of
166 the premises and discussion with any witnesses.

167 B. Complaint and Hearing. If the preliminary investigation discloses evidence of a violation of
168 the minimum standards established by this Article, the code enforcement or officer shall issue
169 and serve a complaint upon the owner of and any parties in interest, as may be established by
170 reasonable due diligence, of the nonresidential building or structure. The complaint shall set
171 forth and describe the violation and contain a notice stating that a hearing will be held before
172 the code enforcement officer at a place and time set forth in the notice; that the hearing shall
173 be held not less than 10 days nor more than 30 days after service of the complaint; that the
174 owner and any parties in interest shall be given the right to answer the complaint and to appear
175 in person and give testimony at the place and time fixed in the complaint; and that the rules of

176 evidence prevailing in courts of law or equity shall not control in hearings before the code
177 enforcement or officer.

178 *C. Procedure after Hearing*

179 1. If after notice and hearing, the code enforcement officer determines that the nonresidential
180 building or structure has been maintained in that the property meets the minimum standards
181 established by this Article, the code enforcement officer shall state in writing findings of fact in
182 support of that determination and shall issue and cause to be served upon the owner thereof a
183 copy of said determination.

184 2. If after notice and hearing, the code enforcement officer determines that the nonresidential
185 building or structure has not been properly maintained so that the safety or health of its
186 occupants or members of the general public is jeopardized for failure of the property to meet
187 the minimum standards established by this Article, the code enforcement officer shall state in
188 writing findings of fact in support of that determination and shall issue and cause to be served
189 upon the owner thereof an order in accordance with the provisions of paragraphs 3 and 4
190 below.

191 3. If the code enforcement or officer determines that the cost of repair, alteration, or
192 improvement of the building or structure would not exceed 50 percent of its then current
193 value, then the code enforcement officer shall state in writing the findings of fact in support of
194 such determination and issue an order that the owner, within a time specified in the order,
195 either; (i) repair, alter, or improve the nonresidential building or structure in order to bring it
196 into compliance with the minimum standards established by this Article or; (ii) vacate and close
197 the nonresidential building or structure for any use.

198 4. If the code enforcement officer determines that the cost of repair, alteration, or
199 improvement of the building or structure would exceed 50 percent of its then current value,
200 then the code enforcement officer shall state in writing the findings of fact in support of such
201 determination and issue an order that the owner, within a time specified in the order, either; (i)
202 remove or demolish the nonresidential building or structure or; (ii) repair, alter or improve the
203 nonresidential building or structure to bring it into compliance with the minimum standards
204 established by this Article.

205 *D. Failure to Comply with Order and Ordinances*

206 1. If the owner fails to comply with an order to either (i) repair, alter, or improve the
207 nonresidential building or structure or (ii) vacate and close the nonresidential building or
208 structure, the code enforcement or officer shall submit to the City Council an ordinance
209 ordering the code enforcement or officer to cause such nonresidential building or structure to
210 be repaired, altered, or improved in order to bring it into compliance with the minimum
211 standards established by this Article or to be vacated and closed for any use. The property shall

212 be described in the ordinance. If City Council adopts the ordinance, the code enforcement
213 officer shall cause the building or structure to be vacated and closed for any use.

214 2. If the owner fails to comply with an order to either (i) remove or demolish the nonresidential
215 building or structure or (ii) repair, alter, or improve the nonresidential building or structure, the
216 code enforcement officer shall submit to the City Council an ordinance ordering the code
217 enforcement officer to cause such nonresidential building or structure to be removed or
218 demolished. No ordinance shall be adopted to require removal or demolition of a
219 nonresidential building or structure until the owner has first been given a reasonable
220 opportunity to bring it into conformity with the minimum standards established by the City
221 Council. The property shall be described in the ordinance. If City Council adopts the ordinance,
222 the code enforcement officer shall cause the building or structure to be removed or
223 demolished.

224 **Sec. 18.161. Limitations on Orders and Ordinances—Historic Landmark or Historic District**

225 Notwithstanding any other provision of this Article, if the nonresidential building or structure is
226 designated as a local historic landmark, listed in the National Register of Historic Places, or
227 located in a locally designated historic district or in a historic district listed in the National
228 Register of Historic Places and the City Council determines, after a public hearing, that the
229 nonresidential building or structure is of individual significance or contributes to maintaining
230 the character of the district, and the nonresidential building or structure has not been
231 condemned as unsafe, the order issued by the code enforcement or officer pursuant to Sec.
232 18.163 and the ordinance approved by City Council may only require that the nonresidential
233 building or structure be vacated and closed until it is brought into compliance with the
234 minimum standards established by this Article.

235 **Sec. 18.162. Limitations on Orders and Ordinances—Vacant Manufacturing Facility or Vacant**
236 **Industrial Warehouse**

237 Notwithstanding any other provision of this Article, an order issued by the code enforcement
238 officer pursuant to Sec. 18.163 and the ordinance approved by City Council may not require
239 repairs, alterations, or improvements to be made to a vacant manufacturing facility or a vacant
240 industrial warehouse to preserve the original use. The order and/or ordinance may require
241 such building or structure to be vacated and closed, but repairs may be required only when
242 necessary to maintain structural integrity or to abate a health or safety hazard that cannot be
243 remedied by ordering the building or structure closed for any use.

244 **Sec. 18.163. Vacated and Closed Nonresidential Buildings or Structures**

245 A. If the City Council has adopted an ordinance or the code enforcement or officer has issued
246 an order requiring the building or structure to be repaired, altered, or improved or vacated and
247 closed and the building or structure has been vacated and closed for a period of 2 years
248 pursuant to the ordinance or order, then if the City Council finds that the owner has abandoned

249 the intent and purpose to repair, alter, or improve the building or structure and that the
 250 continuation of the building or structure in its vacated and closed status would be inimical to
 251 the health, safety, and welfare of the City in that it would continue to deteriorate, would create
 252 a fire or safety hazard, would be a threat to children and vagrants, would attract persons intent
 253 on criminal activities, or would cause or contribute to blight and the deterioration of property
 254 values in the area, then City Council may, after the expiration of the 2-year period, adopt an
 255 ordinance and serve such ordinance on the owner, setting forth the following:

256 1. The ordinance shall require that the owner either (i) demolish and remove the
 257 nonresidential building or structure within 90 days or (ii) repair, alter, or improve the
 258 nonresidential building or structure to bring it into compliance with the minimum
 259 standards established by this Article within 90 days.

260 2. The ordinance shall require that if the owner does not either (i) demolish and remove
 261 the nonresidential building or structure within 90 days or (ii) repair, alter, or improve
 262 the nonresidential building or structure to bring it into compliance with the minimum
 263 standards established by this Article within 90 days, then the code enforcement officer
 264 shall demolish and remove the nonresidential building or structure.

265 B. In the case of a vacant manufacturing facility or a vacant industrial warehouse, the building
 266 or structure must have been vacated and closed pursuant to an order or ordinance for a period
 267 of 5 years before City Council may take action under this section.

268 C. If the owner fails to comply with the requirements of the ordinance within 90 days; the code
 269 enforcement officer shall demolish and remove the nonresidential building or structure.

270 **Sec. 18.164. Methods of Service of Complaints and Orders**

271 A. Complaints or orders issued by the code enforcement officer under this Article shall be
 272 served upon persons by personal service or by registered or certified mail, in conjunction with
 273 first class mail. When the manner or service is by first class mail in conjunction with registered
 274 or certified mail, and the registered or certified mail is unclaimed or refused, but the first class
 275 mail is not returned by the post office within 10 days after mailing, service shall be deemed
 276 sufficient. The person mailing the complaint or order by first class mail shall certify that fact and
 277 the date thereof, and such certificate shall be conclusive in the absence of fraud. If first class
 278 mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the
 279 subject property.

280 B. If the identities of any owner or the whereabouts of parties in interest are unknown and
 281 cannot be ascertained by the code enforcement or officer in the exercise of reasonable
 282 diligence, and the code enforcement officer makes an affidavit to that effect, then the serving
 283 of the complaint or order upon the unknown owner or other parties in interest may be made by
 284 publication in a newspaper having general circulation in the City at least once no later than the
 285 time by which personal service would be required under the provisions of this Article. When

286 service is made by publication, a notice of the pending proceedings shall be posted in a
287 conspicuous place on the subject.

288 **Sec. 18.165. In Rem Action by the Code Enforcement Officer**

289 After failure of an owner of a nonresidential building or structure to comply with an order of
290 the code enforcement officer issued pursuant to the provisions of this Article and upon
291 adoption by the City Council of an ordinance authorizing and directing the owner to do so, as
292 provided by G.S. 160A-439(f), the code enforcement officer shall proceed to cause the
293 nonresidential building or structure to be repaired, altered, or improved to comply with the
294 minimum standards established by this Article, or to be vacated and closed or to be removed or
295 demolished, as directed by the ordinance of the City Council. The code enforcement officer
296 shall post on the main entrance of any nonresidential building or structure which is to be
297 vacated and closed a placard with the following words: "This building is unfit for any use; the
298 use or occupation of this building for any purpose is prohibited and unlawful." Any person who
299 occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty
300 of a Class 3 misdemeanor.

301 **Sec. 18.166. Costs, a Lien on Premises**

302 A. As provided by G.S. 160A-439(i), the amount of the cost of any repairs, alterations, or
303 improvements, or vacating and closing, or removal or demolition, caused to be made or done
304 by the code enforcement officer shall be a lien against the real property upon which such costs
305 were incurred. Such lien shall be filed, have the same priority, and be enforced and the costs
306 collected as provided by Article 10, Chapter 160A of the North Carolina General Statutes. The
307 amount of the costs shall also be a lien on any other real property of the owner located within
308 the City limits except for the owner's primary residence. The additional lien on other real
309 property of the owner, excluding the subject property, as provided in this subdivision is inferior
310 to all prior liens and shall be collected as a money judgment.

311 B. If the nonresidential building or structure is removed or demolished by the code
312 enforcement officer, the code enforcement officer shall offer for sale any recoverable materials
313 of the building or structure and any personal property, fixtures, or appurtenances found in or
314 attached to the building or structure and shall credit the proceeds of the sale, if any, against the
315 cost of the removal or demolition. Any balance remaining shall be deposited in the Superior
316 Court by the code enforcement or officer, shall be secured in a manner directed by the Court,
317 and shall be disbursed by the Court to the persons found to be entitled thereto by final order or
318 decree of the Court. Nothing in this section shall be construed to impair or limit in any way the
319 power of the governing body to define and declare nuisances and to cause their removal or
320 abatement by summary proceedings or otherwise.

321 **Sec. 18.167. Ejectment**

322 If any occupant fails to comply with an order to vacate a nonresidential building or structure, a
323 civil action may be filed in the name of the City to remove the occupant. The action to vacate
324 shall be in the nature of summary ejectment and shall be commenced by filing a complaint
325 naming as the defendant any person occupying the nonresidential building or structure. The
326 Clerk of Superior Court shall issue a summons requiring the defendant to appear before a
327 magistrate at a certain time, date, and place not to exceed 10 days from the issuance of the
328 summons to answer the complaint. The summons and complaint shall be served as provided in
329 G.S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears
330 to have been duly served and if at the hearing the code enforcement officer produces a
331 certified copy of an ordinance adopted by the City Council pursuant to G.S. 160A-439(f) and this
332 UDO to vacate the occupied nonresidential building or structure, the magistrate shall enter
333 judgment ordering that the premises be vacated and all persons be removed. The judgment
334 ordering that the nonresidential building or structure be vacated shall be enforced in the same
335 manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any
336 judgment entered under this subsection by the magistrate may be taken as provided in G.S. 7A-
337 228, and the execution of the judgment may be stayed as provided in G.S. 7A-227. An action to
338 remove an occupant of a nonresidential building or structure who is a tenant of the owner may
339 not be in the nature of a summary ejectment proceeding pursuant to this subsection unless the
340 occupant was served with notice, at least 30 days before the filing of the summary ejectment
341 proceeding, that the City Council has ordered the code enforcement or officer to proceed to
342 exercise his duties under G.S. 160A-439(f) and the City's UDO to vacate and close or remove
343 and demolish the nonresidential building or structure.

344 **Sec. 18.168. Filing of Ordinances**

345 An ordinance adopted by City Council pursuant to this Article shall be recorded in the office of
346 the Register of Deeds of Wake County and shall be indexed in the name of the property owner
347 in the grantor index, as provided by G.S. 160A-439(f) and (g).

348 **Sec. 18.169. Alternative Remedies**

349 Neither this Article nor any of its provisions shall be construed to impair or limit in any way the
350 power of the City of Brevard to define and declare nuisances and to cause their abatement by
351 summary action or otherwise, or to enforce this Article by criminal process as authorized by
352 G.S. 14-4, and this Article, and the enforcement of any remedy provided herein or in other
353 ordinances or laws.

354 **Sec. 18.170. Board of Adjustment to Hear Appeals**

355 A. All appeals which may be taken from decisions or orders of the code enforcement officer
356 pursuant to this Article shall be heard and determined by the Board of Adjustment. As the
357 appeals body, the Board shall have the power to fix the times and places of its meetings, to
358 adopt necessary rules of procedure and any other rules and regulations which may be
359 necessary for the proper discharge of its duties.

360 B. Appeals shall be subject to the following:

361 1. An appeal from any decision or order of the code enforcement officer may be taken
362 by any aggrieved party. Any appeal from the code enforcement officer shall be taken
363 within 10 days from the rendering of the decision or service of the order, and shall
364 be taken by filing with the code enforcement officer, and the Board of Adjustment, a
365 notice of appeal which shall specify the grounds upon which the appeal is based. Upon
366 the filing of any notice of appeal, the code enforcement officer shall transmit to the
367 Board all the papers constituting the record upon which the appealed decision was
368 made. When the appeal is from a decision of the code enforcement officer refusing to
369 allow the aggrieved party to act, the code enforcement officer's decision shall remain in
370 force until modified or reversed. When the appeal is from a decision of the code
371 enforcement or officer requiring the aggrieved party to act, the appeal shall have the
372 effect of suspending the requirement until the hearing of the appeal by the Board;
373 however, should the code enforcement or officer certify to the Board, after the notice
374 of appeal is filed, that by reason of the facts stated in the certification, a suspension of
375 the requirement would cause imminent peril to life or property, in which case the
376 requirement shall not be suspended except by a restraining order. The restraining order
377 may be granted for due cause shown upon not less than 1 day's written notice to the
378 code enforcement or officer, by the Board or by a court of general jurisdiction upon
379 petition made pursuant to G.S. 160A-446(f) and this UDO.

380 2. The Board shall fix a reasonable time for the hearing of all appeals, shall give notice to
381 all parties, and shall render its decision within a reasonable time. Any party may appear
382 in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or
383 may modify the decision appealed or order, and may make such decision and order as
384 ought to be made in the matter, and to that end it shall have all the powers of the code
385 enforcement officer. The concurring vote of 4/5 of the members of the Board shall be
386 necessary to reverse or modify any decision or order of the code enforcement officer. In
387 any case when practical difficulties or unnecessary hardships would result from carrying
388 out the strict letter of this Article, the Board may adapt the application of the Article to
389 the necessities of the case to the end that the spirit of the Article shall be observed,
390 public safety and welfare secured, and substantial justice done.

391 3. Every decision of the board shall be subject to review by the Superior Court by
392 proceedings in the nature of certiorari instituted within 15 days of the decision of the
393 Board.

394 **Sec. 18.171. Temporary Injunction Remedy for Aggrieved Person**

395 Any party aggrieved by an order issued by the code enforcement officer or a decision rendered
396 by the board of adjustment shall have the right within 30 days after issuance of the order or

397 rendering of the decision, to petition the Superior Court for a temporary injunction pending a
398 final disposition of the cause, as provided by G.S. 160A-446(f).

399 **Sec. 18.172. Conflict with Other Provisions**

400 In the event any provision standard, or requirement of this Article is found to be in conflict with
401 any other ordinance or code of the City, the provisions which establishes the higher standard or
402 more stringent requirement for the promotion and protection of health and safety of the
403 citizens of the City shall prevail.

404 **Sec. 18.173. Violations; Penalty**

405 A. It shall be unlawful for the owner of any nonresidential building or structure to fail, neglect,
406 or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish
407 the same, upon order of the code enforcement officer duly made and served in accordance
408 with the provisions of this Article, within the time specified in the order. Each day that any such
409 failure, neglect or refusal to comply with such order continues shall constitute a separate and
410 distinct offense. It shall be unlawful for the owner of any nonresidential building or structure,
411 with respect to which an order has been issued, to occupy or permit the occupancy of the same
412 after the time prescribed in such order for its repair, alteration, improvement, or its vacation
413 and closing. Each day that such occupancy continues shall constitute a separate and distinct
414 offense.

415 B. The violation of any provision of this Article shall constitute a misdemeanor, as provided by
416 G.S. 14-4.

417 C. In addition to or in lieu of the other remedies provided by this Article, any owner of a
418 nonresidential building or structure that fails to comply with an order of the code enforcement
419 officer within the time specified therein, shall be subject to a civil penalty in the amount of
420 \$50.00 for the first offense, \$100.00 for the second offense in the calendar year, and \$250.00
421 for the third and subsequent offenses in the calendar year. Each subsequent offense after the
422 third will be subject to a civil penalty of \$500.00. Each 30-day period, or part thereof, in which a
423 violation continues, will constitute a separate and distinct offense.

Public Participation

Special Presentation(s)



The City of
Brevard
North Carolina

The City Manager will provide a handout of the Budget Message & Presentation the day of the meeting.

Consent and Information



CITY of BREVARD

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

Finance Department
(828) 885-5600

FINANCE REPORT FOR MONTH ENDED APRIL 30, 2016

JIM FATLAND, CPFO, NCCLGFO, CITY MANAGER

CITY OF BREVARD				
FY16 APPROVED BUDGET				
GENERAL FUND				
REVENUE & EXPENDITURE REPORT				
FOR MONTH ENDED APRIL 30, 2016				
		APPROVED		
		FY16	THRU	PERCENT
		BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE			\$3,366,739	
REVENUE				
Property Taxes	\$4,524,700		\$4,471,258	98.8%
Privilege Licenses	\$0		\$1,125	0.0%
Interest Earned on Investments	\$5,000		\$5,023	100.5%
Rental Income	\$25,000		\$22,550	90.2%
Miscellaneous	\$6,000		\$5,481	91.4%
911 Funding	\$64,000		\$43,045	67.3%
Zoning Administration	\$20,000		\$29,832	149.2%
Utilities Franchise	\$595,000		\$307,649	51.7%
Wine & Beer Tax	\$30,000			
Powell Bill	\$222,000		\$225,824	101.7%
Sales Taxes	\$1,325,000		\$783,805	59.2%
ABC Net Revenue	\$125,000		\$106,002	84.8%
Court Costs & Fees	\$2,500		\$2,473	98.9%
Parking Violation Penalties	\$1,500		\$1,125	75.0%
Donations to Police Department	\$2,400		\$2,400	100.0%
Refuse Collection & Recycling	\$877,000		\$756,706	86.3%
Sales of Fixed Assets	\$8,196		\$8,196	0.0%
Recreation	\$18,000		\$9,636	53.5%
Grants-Police Dept	\$9,709			
County Vehicle Mtce	\$431,650		\$229,000	53.1%
Transfers from Other Funds				
Utility Fund	\$575,000		\$575,000	100.0%
Bjerg Trust Fund	\$100		\$0	0.0%
Transfer from Pedestrian Fund	\$300,000		\$300,000	100.0%
Fund Balance Appropriated				
Capital Budget	\$85,000			
TOTAL REVENUE	\$9,252,755		\$7,886,129	85.2%

CITY OF BREVARD			
GENERAL FUND			
FY16 APPROVED BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED		
	FY16	THRU	PERCENT
	BUDGET	APRIL 30	TO DATE
EXPENDITURES			
Governing Board	\$413,268	\$388,542	94.0%
Administration	\$607,656	\$506,965	83.4%
Finance	\$689,998	\$573,099	83.1%
Legal	\$63,000	\$50,365	79.9%
Planning	\$696,276	\$605,592	87.0%
Buildings & Grounds	\$644,997	\$517,015	80.2%
Police	\$2,614,280	\$2,145,579	82.1%
Public Services Administration	\$320,938	\$279,982	87.2%
Public Works Garage	\$571,461	\$339,545	59.4%
Streets-Local	\$659,217	\$552,988	83.9%
Streets-Powell	\$222,000	\$210,913	95.0%
Sanitation	\$722,024	\$578,286	80.1%
Recreation	\$98,316	\$52,676	53.6%
Non Departmental (Debt)	\$860,324	\$847,395	98.5%
Economic Development	\$69,000	\$67,000	97.1%
Contingency	\$0		
TOTAL EXPENDITURES	\$9,252,755	\$7,715,945	83.4%
ENDING FUND BALANCE		\$3,536,923	

CITY OF BREVARD				
UTILITY FUND				
FY16 APPROVED BUDGET				
REVENUE & EXPENDITURES REPORT				
FOR MONTH ENDED APRIL 30, 2016				
		APPROVED		
		FY16	THRU	PERCENT
		BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE			\$1,426,117	
REVENUE				
Miscellaneous Utility Fees		\$0	\$1,530	0.00%
Water Charges		\$2,350,000	\$1,871,302	79.6%
Sewer Charges		\$2,120,000	\$1,658,278	78.2%
Meter Charges		\$136,000	\$113,063	83.1%
Tap & Connection Fees-Water		\$10,000	\$24,200	242.0%
Tap & Connection Fees-Sewer		\$2,500	\$7,500	300.0%
Transfer From Capital Reserve		\$425,000	\$425,000	100.0%
Reconnection Fees		\$40,000	\$35,445	88.6%
Septage Pretreatment Facility		\$20,000	\$26,700	133.5%
Fund Balance Appropriated		\$174,983	\$0	
Loan Proceeds--New Equipment		\$0	\$0	
TOTAL REVENUE		\$5,278,483	\$4,163,017	78.9%
EXPENDITURES				
On Line/Credit Card Fees		\$20,000	\$16,498	82.5%
Reimbursement to General Fund		\$575,000	\$575,000	100.0%
Debt Service Payments		\$513,457	\$361,314	70.4%
OPEB Transfer		\$6,750	\$6,750	100.0%
Transfer to Utility Capital Projects Fund		\$0	\$0	
Transfer to Health Insurance Reserve Fund		\$31,000	\$31,000	100.0%
Water Treatment Plant		\$1,063,405	\$730,264	68.7%
Water Distribution		\$492,974	\$432,212	87.7%
Wastewater Treatment Plant		\$1,644,896	\$1,434,615	87.2%
Wastewater Collection System		\$771,332	\$680,031	88.2%
Transfer to Water & Sewer Capital Projects				
Contingency		\$159,669		
TOTAL EXPENDITURES		\$5,278,483	\$4,267,685	80.9%
ENDING FUND BALANCE			\$1,321,449	

CITY OF BREVARD				
WATER & SEWER CAPITAL PROJECTS FUND (31)				
FY16 APPROVED BUDGET				
REVENUE & EXPENDITURE REPORT				
FOR MONTH ENDED APRIL 30, 2016				
		APPROVED		
		FY16	THRU	PERCENT
		BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE		\$0	\$0	
REVENUE				
Transfer from Utility Fund				
Transfer from Capital Reserve Fund		\$0		
CG & Loan Burrell Mountain Water Tank		\$600,000	\$823,540	137.3%
Sewer 6 Inch Upgrade Loan		\$1,738,600	\$681,529	39.2%
King Creek Sewer PH II Loan		\$1,435,784		
King Creek Sewer PH III Loan		\$1,484,150		
Radio Read Meter Loan		\$1,360,500	\$1,017,759	74.8%
Neely Rd. PS/FM/EQ TANK Loan		\$1,200,000		
TOTAL REVENUE		\$7,819,034	\$2,522,828	32.3%
EXPENDITURES				
Water Tank Burrell Mountain		\$600,000	\$829,177	138.2%
Kings Creek Sewer Project Phase 2		\$1,435,784	\$58,893	4.1%
Kings Creek Sewer Project Phase 3		\$1,484,150	\$105,587	7.1%
Sewer Upgrade 6 Inch to 8 Inch		\$1,738,600	\$1,076,891	61.9%
AMR Purchase & Installation		\$1,360,500	\$1,159,065	85.2%
Neely Rd. PS/FM/EQ/ TANK Loan		\$1,200,000	\$247,709	20.6%
Brevard Academy			\$18,796	
TOTAL EXPENDITURES		\$7,819,034	\$3,496,117	44.7%
ENDING FUND BALANCE			-\$973,289	

CITY OF BREVARD			
CAPITAL RESERVE FUND (FUND 35)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED		
	FY15	THRU	PERCENT
	BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE		\$1,082,248	
REVENUE			
Transfer From Utility Fund	\$0	\$0	0.0%
Interest on Investments		\$56	
Impact Fees--Water	\$10,000	\$22,891	228.9%
Impact Fees--Sewer	\$10,000	\$22,766	227.7%
Sidewalks In-Lieu	\$0	\$0	
Fees In Lieu of Infrastructure		\$0	
Contribution from Developer	\$0		
Fund Balance Appropriated	\$625,000		
TOTAL REVENUE	\$645,000	\$45,713	7.1%
EXPENDITURES			
Transfer to Rosenwald Fund	\$200,000	\$200,000	100.0%
Transfer to Water Treatment	\$125,000	\$125,000	100.0%
Transfer to Sewer Treatment	\$300,000	\$300,000	100.0%
Increase in Fund Balance	\$20,000		
TOTAL EXPENDITURES	\$645,000	\$625,000	96.9%
ENDING FUND BALANCE		\$502,961	

CITY OF BREVARD			
FIRE DISTRICT FUND (FUND 40)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED		
	FY16	THRU	PERCENT
	BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE		\$37,270	
REVENUE			
Misc. Revenue		\$575	
Fire District Taxes--County	\$308,700	\$308,700	100.0%
Transfer from City General Fund	\$339,830	\$339,830	100.0%
Sale of Fixed Assets	\$0	\$0	
Grant Revenue	\$0	\$0	
Fund Balance Appropriated	\$0	\$0	
TOTAL REVENUE	\$648,530	\$649,105	100.1%
EXPENDITURES			
Fire Department Operations & Debt	\$648,530	\$559,855	86.3%
TOTAL EXPENDITURES	\$648,530	\$559,855	86.3%
ENDING FUND BALANCE		\$126,520	

CITY OF BREVARD			
T.L. SCRUGGS SCHOLARSHIP FUND (FUND 50)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED	THRU	
	FY16	APRIL 30	PERCENT
	BUDGET		TO DATE
BEGINNING FUND BALANCE		\$11,546	
REVENUE			
Fund Balance Appropriated			
Interest Earned on Investments			
Donations	\$11,500	\$19,519	169.7%
TOTAL REVENUE	\$11,500	\$19,519	169.7%
EXPENDITURES			
Scholarships Awarded	\$5,500		
Fund Raising Expenses	\$6,000	\$6,506	108.4%
TOTAL EXPENDITURES	\$11,500	\$6,506	56.6%
ENDING FUND BALANCE		\$24,559	

CITY OF BREVARD			
BJERG TRUST FUND (FUND 51)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED FY16 BUDGET	THRU APRIL 30	PERCENT TO DATE
BEGINNING FUND BALANCE		\$60,143	
REVENUE			
Interest on Investments	\$100	\$0	0.00%
TOTAL REVENUE	\$100	\$0	0.00%
EXPENDITURES			
Transfer to General Fund	\$100		0.00%
TOTAL EXPENDITURES	\$100	\$0	0.00%
ENDING FUND BALANCE		\$60,143	

CITY OF BREVARD			
RESERVE FOR OPEB (FUND 52)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED FY16 BUDGET	THRU APRIL 30	PERCENT TO DATE
BEGINNING FUND BALANCE		\$156,485	
REVENUE			
Transfer from Other Funds	\$18,750	\$18,750	100.00%
Interest on Investments	\$0	\$26	0.00%
TOTAL REVENUE	\$18,750	\$18,776	100.14%
EXPENDITURES			
Increase in fund balance	\$18,750		
TOTAL EXPENDITURES	\$18,750		
ENDING FUND BALANCE		\$175,261	

CITY OF BREVARD			
HEALTH INSURANCE RESERVE (FUND 53)			
APPROVED FY16 BUDGET			
REVENUE & EXPENITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED		
	BUDGET	THRU	PERCENT
		APRIL 30	TO DATE
BEGINNING FUND BALANCE		\$280,833	
REVENUE			
Fund Balance Appropriated	\$90,000		
Dependent Dental & Retiree Premiums	\$67,000	\$57,550	85.9%
Department Charges for Group Medical	\$1,014,500	\$1,014,428	100.0%
Transfer from General Fund	\$95,500	\$95,500	100.0%
Transfer from Utility Fund	\$31,000	\$31,000	100.0%
TOTAL REVENUE	\$1,298,000	\$1,198,478	92.3%
EXPENDITURES			
Third Party Administrator	\$20,000	\$23,021	115.1%
Medical Insurance Broker	\$21,000	\$31,851	151.7%
Cobra Administrator	\$1,600	\$0	0.0%
Med Cost UR/PPO	\$6,800	\$15,893	233.7%
Aggregate Insurance Premiums	\$191,400	\$159,076	83.1%
Claims Paid	\$951,500	\$887,338	93.3%
Employee Assistance Program	\$3,500	\$3,880	110.8%
Wellness Programs	\$75,000	\$75,181	100.2%
Life AD & D	\$14,500	\$14,207	98.0%
Life Dependents	\$700	\$617	88.1%
Short Term Disability	\$12,000	\$12,000	100.0%
TOTAL EXPENDITURES	\$1,298,000	\$1,223,064	94.2%
ENDING FUND BALANCE		\$256,247	

CITY OF BREVARD			
HEART OF BREVARD (FUND 70)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED	THRU	
	FY16	APRIL 30	PERCENT
	BUDGET		TO DATE
BEGINNING FUND BALANCE		\$0	
REVENUE			
Tax Penalties	\$0	\$382	
District Tax Collections	\$130,700	\$119,672	91.6%
Fund Balance Appropriation	\$0		
TOTAL REVENUE	\$130,700	\$120,054	91.9%
EXPENDITURES			
Contracted Services	\$130,700	\$119,471	91.4%
Transfer To General Fund	\$0	\$0	
TOTAL EXPENDITURES	\$130,700	\$119,471	91.4%
ENDING FUND BALANCE		\$583	

CITY OF BREVARD			
HOUSING TRUST FUND (FUND 76)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED		
	FY16	THRU	PERCENT
	BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE		\$53,522	
REVENUE			
Interest on Investments	\$13,332		0.0%
Developer Loan Payment	\$13,204	\$13,204	100.0%
TOTAL REVENUE	\$26,536	\$13,204	49.8%
EXPENDITURES			
Increase in Fund Balance	\$26,536		
TOTAL EXPENDITURES	\$26,536		
ENDING FUND BALANCE		\$66,726	

CITY OF BREVARD			
BRACKEN MTN PROJECT (FUND 77)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURES REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED FY16 BUDGET	THRU APRIL 30	PERCENT TO DATE
BEGINNING FUND BALANCE		\$18,268	
REVENUE			
Interest on Investments	\$0		
NCDENR	\$0		
Transfer from General Fund	\$0		
Fund Balance Appropriated	\$18,268		
TOTAL REVENUE	\$18,268		
EXPENDITURES			
Trail Design & Construction	\$18,268	\$15,392	84.3%
TOTAL EXPENDITURES	\$18,268	\$15,392	84.3%
ENDING FUND BALANCE		\$2,876	

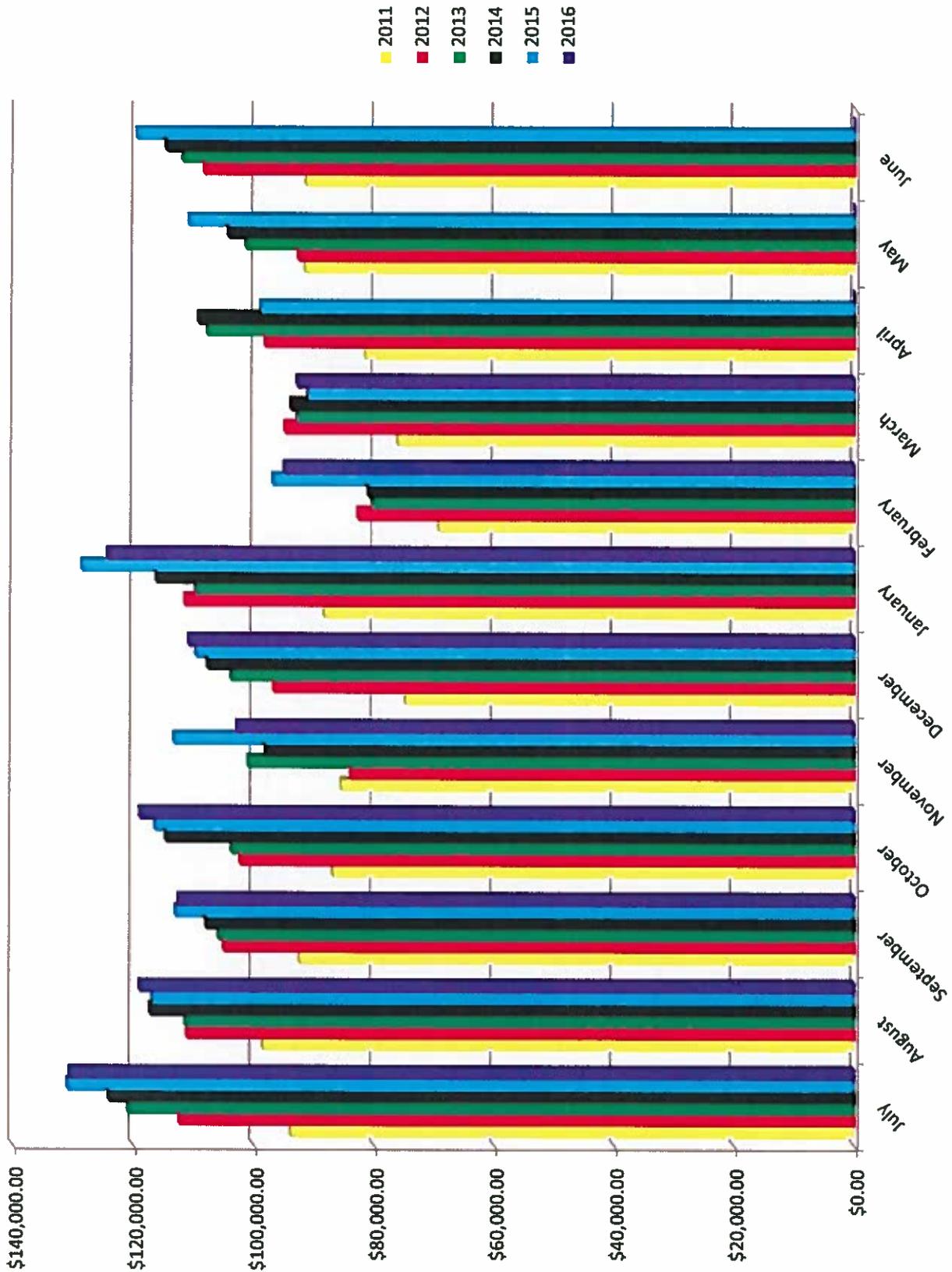
CITY OF BREVARD			
MULTI USE PATHS (FUND 78)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURES REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED		
	FY16	THRU	PERCENT
	BUDGET	APRIL 30	TO DATE
BEGINNING FUND BALANCE		\$209,735	
REVENUE			
SRTS Grant Reimbursement			
Transfer from Capital Reserve Donation			
Transfer Fees in Lieu C Reserve			
Transfer from General Fund	\$108,196	\$108,196	100.0%
Recreation Trails Grant			
Transfer Cap Reserve			
Transfer from DTMP	\$300,000	\$300,000	100.0%
Fund Balance Appropriated	\$207,000		
TOTAL REVENUE	\$615,196	\$408,196	66.4%
EXPENDITURES			
Pedestrian / Bike Path			
Pedestrian / Bike Improvements	\$108,196	\$92,178	85.2%
TOTAL Pedestrian / Bike Path	\$108,196	\$92,178	85.2%
West Loop Phase I	\$0		
Design & Construction	\$107,000	\$95,205	89.0%
TOTAL WEST LOOP	\$107,000	\$95,205	89.0%
Railroad Avenue Project Area	\$100,000	\$135,035	135.0%
TOTAL RAILROAD PROJECT AREA	\$100,000	\$135,035	135.0%
Transfer to General Fund	\$300,000	\$300,000	100.0%
TOTAL EXPENDITURES	\$615,196	\$622,419	101.2%
ENDING FUND BALANCE		-\$4,488	

CITY OF BREVARD			
NARCOTICS TASK FORCE (FUND 81)			
FY16 APPROVED BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED FY16 BUDGET	THRU APRIL 30	PERCENT TO DATE
BEGINNING FUND BALANCE		\$151,664	
REVENUE			
Interest on investments	\$100	\$117	117.0%
Received from Transylvania County	\$15,000	\$15,140	100.9%
Received from Brevard Police Department	\$15,000	\$7,000	46.7%
Clerk of Court Funds		\$0	0.0%
Miscellaneous Revenue		\$0	0.0%
Federal Asset Funds-Police	\$5,000	\$0	0.0%
State Controller Payments	\$10,000	\$4,777	47.8%
Fund Balance Appropriated	\$0		
TOTAL REVENUE	\$45,100	\$27,034	59.9%
EXPENDITURES			
Expenditures	\$40,100	\$31,778	79.2%
DEA Fed Fund BPD	\$5,000	\$0	0.0%
TOTAL EXPENDITURES	\$45,100	\$31,778	70.5%
ENDING FUND BALANCE		\$146,921	

ROSENWALD REVITALIZATION (FUND 82)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED FY16 BUDGET	THRU APRIL 30	PERCENT TO DATE
BEGINNING FUND BALANCE		\$86,037	
REVENUE			
Fund Balance Appropriated	\$86,037		
PARTF Grant	\$205,637	\$130,637	
Transfer from Capital Reserve	\$200,000	\$200,000	100.0%
Transfer from General Fund (Local Match)	\$0	\$0	
TOTAL REVENUE	\$491,674	\$330,637	67.2%
EXPENDITURES			
Land Acquisition	\$291,674	\$282,767	96.9%
Environmental Cleanup & Park Improv.	\$200,000		
TOTAL EXPENDITURES	\$491,674	\$282,767	57.5%
ENDING FUND BALANCE		\$133,906	

CITY OF BREVARD			
DOWNTOWN MASTER PLAN (FUND 83)			
APPROVED FY16 BUDGET			
REVENUE & EXPENDITURE REPORT			
FOR MONTH ENDED APRIL 30, 2016			
	APPROVED FY16 BUDGET	THRU APRIL 30	PERCENT TO DATE
BEGINNING FUND BALANCE		\$799,784	
REVENUE			
Interest on Investments			
HOB	\$11,000	\$8,250	75.0%
Appropriated Fund Balance	\$620,167	\$0	0.0%
Transfer from Capital Reserve Fund	\$0	\$0	
Transfer from General Fund	\$180,000	\$180,000	100.0%
NCDOT - Caldwell	\$0	\$0	
Patton Donation	\$0	\$0	
TOTAL REVENUE	\$811,167	\$188,250	23.2%
EXPENDITURES			
DTMP Design	\$511,167	\$145,654	28.5%
Clemson Park & Downtown Improvements	\$0		
Transfer to Pedestrian Fund	\$300,000	\$300,000	100.0%
Caldwell Street	\$0		
TOTAL EXPENDITURES	\$811,167	\$445,654	54.9%
ENDING FUND BALANCE		\$542,381	

FY 2011 - 2016 Monthly Sales Tax Comparison





TO: Mayor Harris and City Council Members
FROM: Public Works Department
APPROVED: Jim Fatland, City Manager

Projects, services provided, and community assistance included a variety of work performed by the department during the month of March, and reflects departmental implementation of the City's vision as a "safe, friendly, family oriented city with small town charm, outdoor recreation, arts, and culture that bring investment opportunities, environmental consciousness and economic diversity."

Strategy: Foster Economic Development

Foster economic diversity while enhancing the quality of life in an environmentally friendly way by creating an environment that promotes and encourages businesses, and business owners, attracted to and utilizing our natural assets of woods and water and our cultural / historical assets of music, arts, and outdoor recreation.

1. We foster economic development by protecting our natural assets of woods and water that uniquely define Brevard.
 - Continued Sewer Collections System inflow and infiltration elimination work included the following locations during March:
 - The 6" Sewer Main Upgrade Project continued with main line replacements on S. Broad Street.
 - Public notices regarding street closure and detours around the construction site were issued to alert the public traveling in this area.

- **Collections staff assisted with locating existing lines and service connections in the construction area prior to excavation; and removed several SDR35 couplings for connections along the way.**



S. Broad Street excavation for 6" sewer main upgrade project between Varsity Street and US Highway 64 West.

- **Preparations for the force main replacement project were made with Collections personnel cutting a section of 14" ductile iron pipe and installing a 12" valve and tee.**



Collections personnel cutting ductile iron pipe for valve installation.



12" Valve installation for force main replacement project.

2. We foster economic development by ensuring our infrastructure is constantly maintained and replaced to serve existing and future business.

- **Street infrastructure improvements during March included:**
 - **Yards and street edges along Appletree Street and Whitmire Street were restored with fill dirt, grass seed and straw where recent utility work was performed.**
 - **Stone was placed along the edge of N. Johnson Street where storm water or vehicle traffic had caused a drop off area.**
 - **A section of brick utility strip was leveled along E. Main Street near Rice Street.**
 - **Inspected storm drain pipes at a residence on East View Drive. The line found in the back yard was off of the city's right-of-way and in need of repair. The drain along the street edge was in good condition.**
 - **Another storm drain was inspected in a customer's yard off Palmer Street. A hole had developed over a section of pipe that was along a NC D.O.T. drain and the customer was referred to the Division of Highways for repair.**

- Replaced a 20' section of 36" culvert along Poplar Street.
- Cleaned out and sloped a ditch along Wilson Drive to improve storm water flow.
- Low hanging tree limbs were trimmed along a section of W. Main Street sidewalk in front of Brevard Paint Store.
- Utility cuts and potholes were patched or leveled on Allison Road, Appletree Street, Carver Street, Dodson Flats, King Street, McLean Road, N. Johnson Street, Old Highway 64, Railroad Avenue, Temple Church Road and Whitmire Street.
- Prepped area at bike path bridge on Allison Road for paving.
- Cleaned *street name* signs at Ridgetop Circle at Cottage Lane.
- Eight (8) new 25 MPH speed limit signs were erected along Wilson Drive between E. Main Street and Gallimore Road.
- Inspected a street sign location as requested on Woodland Terrace. The customer was notified that this sign was placed NC D.O.T. and referred to their office for further information.



New Wilson Drive speed limit sign.

- The Sanitation Division collected garbage, commercial recycling, brush and bagged yard waste during March.
 - Three (3) commercial businesses requested recycle containers for participation in the recycle program:
 - Shop of St. Phillips (2 additional carts requested)
 - The Perfect Balance (1 cart)
 - Transylvania County Arts Council (1 cart)
 - Hauled scrap televisions from the lower yard to the landfill for disposal.

- A code enforcement issue was resolved with Sanitation personnel hauling a load of waste from a vacant lot on Cashiers Valley Road to the landfill for disposal.

March Sanitation Activities

- 10 Special trash pickups
- 2 Single item special trash pickup
- 4 Small electronic items collected
- 10 Large televisions collected
- 4 Residential recycle carts delivered
- 1 Residential recycle bin delivered
- 4 Commercial recycle carts delivered

- Repaired a garbage dumpster enclosure at Cozart & Associates on Gallimore Road.
- Wheels were replaced on another garbage dumpster at Belk Department Store.
- These repairs are necessary to prevent injury to employees and dumpster loading equipment on the rear of sanitation vehicles, and are attributed to normal wear over time.



- **Collections System infrastructure maintenance consisted of the following noted items during March:**
 - **Video inspection of sewer mains and service lines were performed on a total of 10' to determine condition, verify location or depth, or in search of suspected inflow and infiltration sites.**
 - **System personnel responded to five (5) reported sewer line blockages during the month; three (3) of which were actual blockages and were cleared on Brevard College Campus, Pine Street and Tinsley Road.**
 - **A new cleanout was installed on a S. Caldwell Street service line.**
 - **Sewer lift station maintenance included:**
 - **Monthly inspection of facility buildings and safety equipment.**
 - **Assisted maintenance personnel working on pumps at the Job Corp lift station.**
 - **Staff pumped and hauled 11 loads / 27,500 gallons of sewer from the station wet well to the Waste Treatment Plant for disposal.**
 - **Installed a check valve and cleanout on pump line.**
 - **Cleaned 1,000' of 3" pump line.**
 - **Sewer lines were cleaned at the following locations:**
 - **Batson Road—315' of 8" main line between manholes #SB-0129 and #SB-030.**
 - **A reported sewer leak was inspected in a yard on Ashworth Avenue. Samples of the water located at the site were tested at the Waste Treatment Plant Lab and confirmed the area of concern was from storm water flow.**
 - **A manhole inspection was completed for a new installation by JD Gallo-way Grading at Pilot Cove Campground. The manhole and invert was found adequate; however the ring and lid needed grout. The contractor was notified of the inspection results.**
- **The Water Distribution maintenance and repair of the water system infrastructure included the following items in March:**
 - **Personnel began filling the new water tanks at the reservoir. Work included monitoring water levels of tanks and chlorine content of the water as they filled.**
 - **Replaced 50' of deteriorated and leaking 3/4" service line on Hampton Road.**

- There were fourteen (14) inspections for reported water leaks during March; eight (8) of which were actual water leaks and were repaired on Ashworth Avenue, Chestnut Street, Duckworth Avenue, Hampton Road, Maple Street, Morningside Drive, S. Gaston Street and Tarheel Lane.
- Meter and meter box maintenance included:
 - Replaced 2—3/4" yoke bars reference meter installations by Ferguson at Maple Street and S. Gaston Street residences.
 - Inspected 2 meter boxes on Placid Drive and N. Laurel Lane for Ferguson technicians.
 - Inspected an angle valve on Jordan Road for Ferguson technicians. The valve was found operating properly.
 - 1—3/4" Water meter was replaced at a residence on Dogwood Hills Drive.
 - 1—2" Water meter and box were replaced for Davidson River Presbyterian Church on E. Main Street.
 - 4 Water meters were raised and angle valves installed on Maple Street, N. Country Club Road and Overlook Drive.
 - 1— 3/4" Water meter was relocated and a backflow preventer installed on N. Country Club Road.
 - A 1" water meter was relocated behind the sidewalk on King Street.
- Water infrastructure was relocated on S. Caldwell Street in preparation of a street widening project. This work included:
 - 20' of 3/4" service lines replaced.
 - 70' of 1" service line replaced.
 - 4 water meters relocated.
 - 2 fire hydrants relocated.
- Relocated a 3/4" water tap from an 8" main line to a 2" service line on Whitmire Street.

3. We encourage investment when we appear well-run and well planned.

- **Public Works Facility and Operations Center maintenance included the following items during March:**

- Cleaned out a bay under a shed for spreader equipment to be stored.
- Cleaned lower yard area around garbage dumpsters.
- Cut grass at facility and along Cashiers Valley Road property.
- Garage door safety stops were inspected.
- Hung certificates and other items in an office space and in the Operations Center Conference Room.
- Hydro-excavated holes for a new gate post installation in front of the fuel terminal.
- Organized and put up utility stock and supplies received.
- Performed monthly inspection of safety equipment, replaced smoke alarm batteries, and revised MSDS books
- A gate was installed by Miller Fence Company. The new sliding gate improved after hours access to the fuel pumps at the Public Works Facility.



Fuel station access gate at the Public Works facility.

Strategy: Enhance Quality of Life

Encourage and enhance our family friendly and small town charm by bringing people of all ages together through physical connections within our community and to our natural assets of woods and water and personal connections to each other and to our cultural / historic assets of music, arts, and outdoor recreation.

1. We encourage and enhance our family friendly and small town charm by bringing people together through physical connections within our community.
 - Assisted NC D.O.T. with video inspection equipment. A storm drain was inspected along US 64 West near Lake Toxaway to determine condition a of drain line as requested.

- **Water Distribution assisted Brevard College with a 6" water line replacement during March. Personnel installed 360' of 6" water main and a new fire hydrant on Alumni Drive. When installation was completed, personnel began chlorinating the new line section and restored the installation site with fill dirt, grass seed and straw.**



6" Water line installation at Brevard College on Alumni Drive.

- **Installed five (5) new commercial water taps for Big Inc. located at the intersection of US 64 and Pisgah Highway. Work included boring beneath Pisgah Highway, 300' of 3/4" service lines, meter settings and meter boxes installed.**



Pisgah Highway water tap installation.

- Installed one (1) new commercial water tap for Magpie Meat & Three Restaurant located on King Street. This 3/4" service tap included 15' of 3/4" pipe, meter and meter box, and a backflow preventer.
- Installed one (1) new residential sewer tap on Summit Avenue for George Cuevas. Work included 20' of new 4" service line, check valve and backflow preventer for the property.
- The director attended meetings regarding various Public Works issues, a few of which included:
 - 6" Sewer Upgrade Project Monthly Meeting.
 - Brown Consultants reference City Wide 6" Sewer Line Upgrade Project.
 - Budget meeting reference Vehicle and Equipment Fleet Requests.
 - City Council Meeting.
 - JD Galloway Grading reference Pilot Cove Campground Sewer Installations.
 - Job Corp Infrastructure Agreement.
 - Kings Creek Phase III Bid Opening.
 - Miller Fencing reference a fuel site gate installation.
 - Neely Road Project Bid Opening and Re-Bid Opening
 - Sanitation Division Meeting reference NC Department of Labor Complaint regarding Dumpster Collection.
 - Scott Lattel reference The Lumberyard Sewer Improvements.
 - Weekly Staff Meetings.

- Thirty-seven (37) utility locates for water and sewer lines in proposed excavation sites or other requirements were marked with flags or marking paint for other utility companies, building contractors or citizens.
- One line was hydro-excavated on Ecusta Road to determine location and depth for a surveyor reference a proposed NC D.O.T. project.
- 8" and 4" Existing water lines were hydro-excavated on S. Broad Street and Miner Street for Dillard Construction prior to excavation for the 6" sewer upgrade project.

Utility Locates

- Brevard Insurance Agency (1)
- Brittney Green (1)
- Catherine Craven (1)
- Comporium (4)
- Dillard Excavating (10)
- Foremost Pipelines (13)
- George Cuevas (1)
- Glenn Bowles (1)
- Jennifer Rouse (1)
- Planning Department (1)
- Richard Tucker (2)
- Safe, Inc. (1)

2. We encourage and embrace our family friendly and small town charm by bringing people together through personal connection with each other.

- **Street banners promoting community events were erected for:**
 - **Transylvania County Board of Elections - *Early Voting***
 - **Western Carolina Community Action - *Kindergarten Rally***
- **The Sanitation and Streets Division provided assistance to the Brevard Cares annual event. A large quantity of bamboo cut by volunteers was removed by city staff at 119 S. Johnson Street.**



S. Johnson Street bamboo removal for Brevard Cares event.



3. A safe community is one where residents know the city provides reliable and consistent service.

- **Public notices were issued regarding sanitation service changes due to the holiday in March (*Good Friday*).**
- **Employee activities and opportunities during March included:**
 - **Five (5) employees attended an Excel Training Class for Beginners at Blue Ridge Community College.**

- **Provided commercial driver's license pre-trip inspection training for an employee preparing for a NC Division of Motor Vehicles test.**
- **Doctor Care participants attended weekly or monthly appointments.**

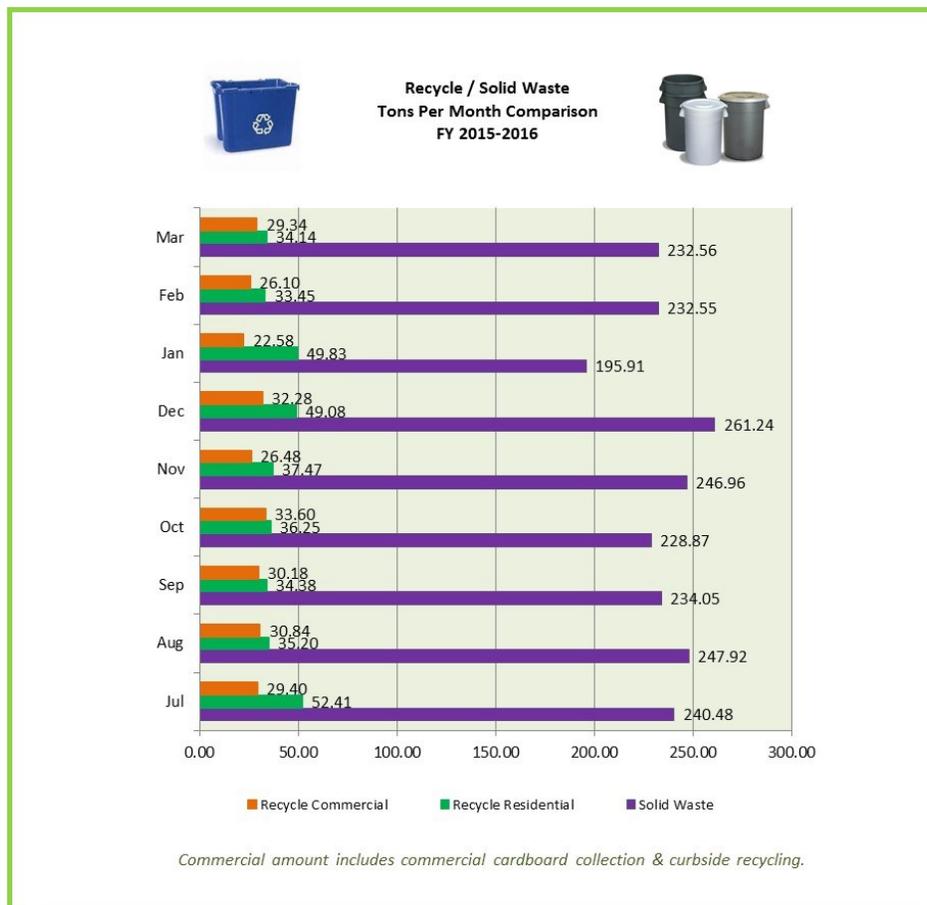
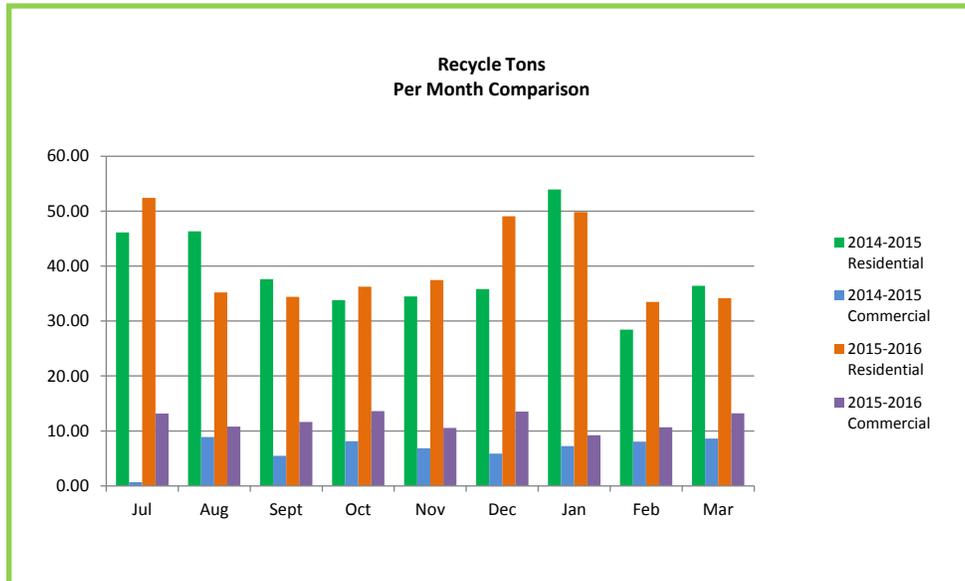
APPENDIX I: March Departmental Statistics

Service statistics are provided as indicators for Public Works performance and budgetary trends.

Item	Previous Month (February)	Current Month (March)	Year To Date (July - March)	Previous FY Year Total 2014-15
Commercial Cardboard	15.42	16.15	154.40	192.21
Electronics	2	4	25.00	69
Recycle Bin Delivery Residential	0	1	23.00	61
Recycle Bin Delivery Commercial	0	0	6.00	29
Recycle Cart Delivery Residential	14	4	124.00	257
Recycle Cart Delivery Commercial	3	4	36.00	157
Commercial Recycling	10.68	13.19	106.40	100.10
Residential Recycling	33.45	34.14	362.21	459.35
Solid Waste Collection	232.55	232.56	2,120.54	2,820.80
Special Collections	16	10	113.00	142
Special Collection - Single Item	1	2	16.00	20
Television - Large (\$10)	4	10	40.00	37
Television - Small (\$5)	3	0	13.00	6
Barricade / Event Item Delivery	0	0	15.00	21
Street Banners	0	3	54.00	57
Potholes	29	9	78.00	95
Sidewalk Footage (Length)	0.00	0.00	269.00	422.90
Utility Cuts	17	2	66.00	75
Fleet Service - City	158	159	1,209.00	1,498
Fleet Service - County	70	71	617.00	908
I&I Video Inspection (Length)	240	660	15,361.00	24,107
Sewer Blockages	5	5	42.00	79
Sewer Tap New Commercial	1	0	4.00	4
Sewer Tap New Residential	2	1	7.00	8
Sewer Taps Repaired	4	0	23.00	27
Utility Locates	18	37	188.00	189
Water Leaks	11	14	100.00	175
Water Meter Boxes	5	3	40.00	60
Water Meters New	2	4	11.00	11
Water Meters Other	14	18	100.00	131
Water Tap New Commercial	0	6	12.00	6
Water Tap New Residential	1	0	8.00	10
Water Taps Repaired	1	1	26.00	6

APPENDIX II: March Sanitation Statistics

Sanitation statistics are provided as indicators for solid waste and recycling performance.



APPENDIX III: March Sanitation Statistics

Sanitation statistics are provided as indicators for city commercial cardboard collection performance.

- Revenue includes customer fees collected plus sale of cardboard to American Recycling of Candler, NC.
- Expense includes collection of commercial cardboard labor, fuel and vehicle maintenance during the month.

Revenue	\$6,739.00
Expense	\$4,648.84
Net Profit or Loss	\$2,090.17

APPENDIX IV: March Fuel Use Statistics

Fuel Use Statistics are provided as indicators for vehicle and equipment fleet fuel use by the city and county vehicle fleet.

- March fuel use increased 6.5% over the previous month of February in gallons; and increased by 25% in expense.
- Current Unleaded Fuel Price: \$ 1.356 / last purchase on March 16, 2016
- Current Diesel Fuel Price: \$ 1.306 / last purchase on March 16, 2016

Entity Comparison	Current Month Gallons	Previous Month Gallons	Monthly Gallons Difference	Current Month Expense	Previous Month Expense	Monthly Expense Difference	% of Gallons Difference	% of \$ Difference
City Vehicles	5,601.40	5,918.70	-317.30	\$6,841.59	\$6,228.69	\$612.90	-5.4	9.8
County Vehicles	9,276.10	8,048.50	1,227.60	\$11,379.39	\$8,338.09	\$3,041.30	15.3	36.5
Narcotics Task Force	12.60	13.90	-1.30	\$14.24	\$15.69	-\$1.45	-9.4	-9.2
Totals	14,890.10	13,981.10	909.00	\$18,235.22	\$14,582.47	\$3,652.75	6.5	25.0

City of Brevard Fire Department

2016 Fire Department Statistics

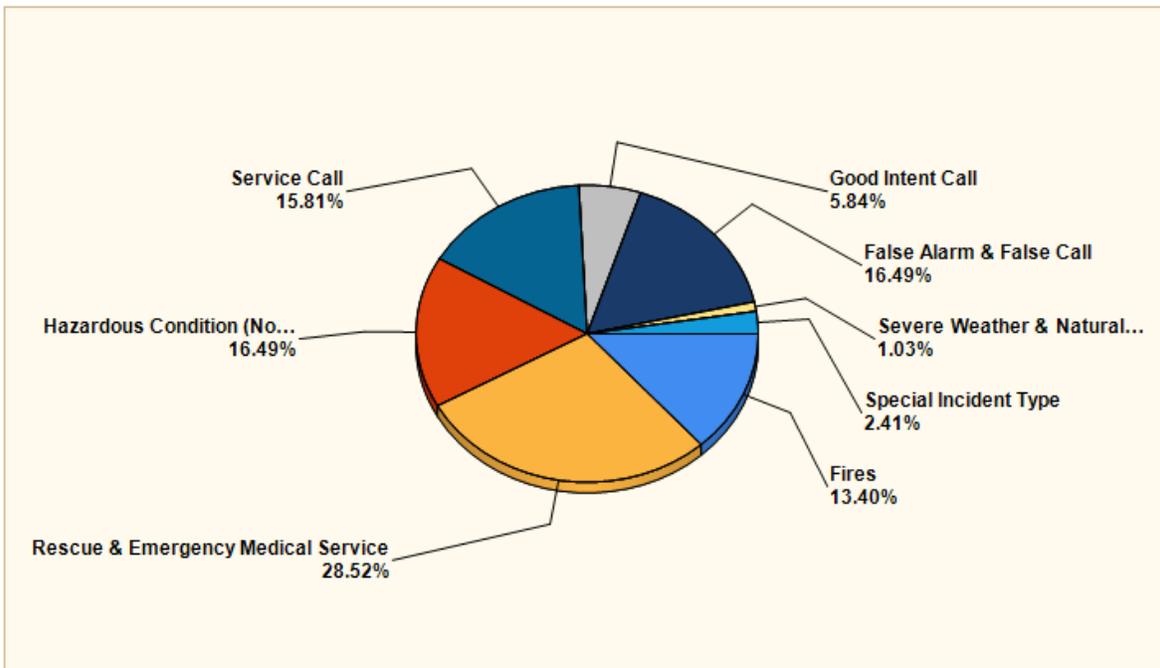


Breakdown by Major Incident Types for Date Range Start Date 1/01/2016| End Date: 4/30/2016

291-Total Fire Department Responses

54 more responses to date from last year

2.4 Average Incidents a Day



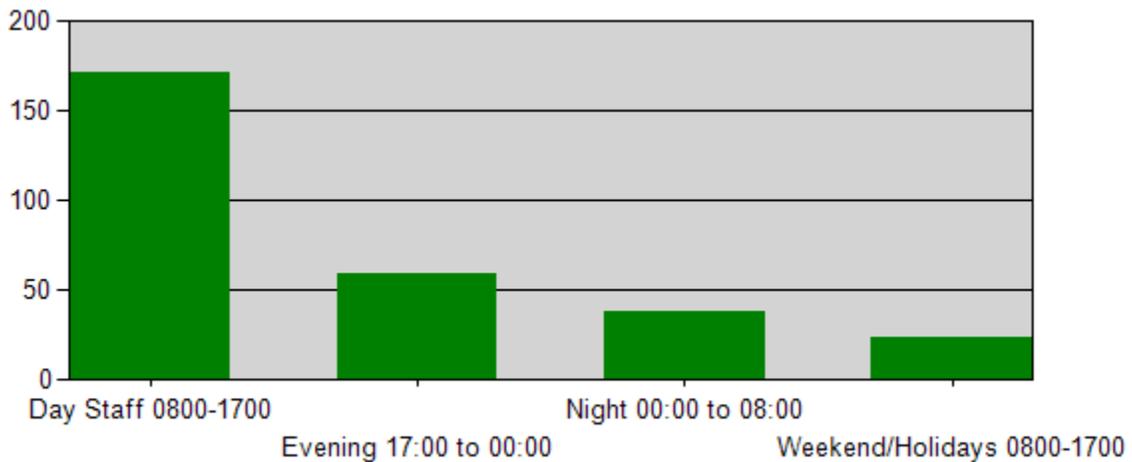
MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	39	13.40%
Rescue & Emergency Medical Service	83	28.52%
Hazardous Condition (No Fire)	48	16.49%
Service Call	46	15.81%
Good Intent Call	17	5.84%
False Alarm & False Call	48	16.49%
Severe Weather & Natural Disaster	3	1.03%
Special Incident Type	7	2.41%
TOTAL	291	100.00%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	15	5.15%
112 - Fires in structure other than in a building	1	0.34%
113 - Cooking fire, confined to container	12	4.12%
114 - Chimney or flue fire, confined to chimney or flue	2	0.69%
118 - Trash or rubbish fire, contained	1	0.34%
131 - Passenger vehicle fire	2	0.69%
141 - Forest, woods or wildland fire	3	1.03%
142 - Brush or brush-and-grass mixture fire	1	0.34%
173 - Cultivated trees or nursery stock fire	2	0.69%
300 - Rescue, EMS incident, other	4	1.37%
311 - Medical assist, assist EMS crew	13	4.47%
321 - EMS call, excluding vehicle accident with injury	10	3.44%
322 - Motor vehicle accident with injuries	31	10.65%
323 - Motor vehicle/pedestrian accident (MV Ped)	4	1.37%
324 - Motor vehicle accident with no injuries.	18	6.19%
341 - Search for person on land	1	0.34%
351 - Extrication of victim(s) from building/structure	1	0.34%
360 - Water & ice-related rescue, other	1	0.34%
400 - Hazardous condition, other	1	0.34%
411 - Gasoline or other flammable liquid spill	4	1.37%
412 - Gas leak (natural gas or LPG)	12	4.12%
413 - Oil or other combustible liquid spill	1	0.34%
424 - Carbon monoxide incident	9	3.09%
440 - Electrical wiring/equipment problem, other	3	1.03%
442 - Overheated motor	1	0.34%
444 - Power line down	11	3.78%
445 - Arcing, shorted electrical equipment	2	0.69%
461 - Building or structure weakened or collapsed	2	0.69%
462 - Aircraft standby	1	0.34%
481 - Attempt to burn	1	0.34%
500 - Service Call, other	7	2.41%
510 - Person in distress, other	2	0.69%
511 - Lock-out	3	1.03%
520 - Water problem, other	1	0.34%
522 - Water or steam leak	1	0.34%
531 - Smoke or odor removal	1	0.34%
542 - Animal rescue	1	0.34%
550 - Public service assistance, other	4	1.37%
552 - Police matter	1	0.34%
553 - Public service	15	5.15%
561 - Unauthorized burning	2	0.69%
571 - Cover assignment, standby, moveup	8	2.75%
600 - Good intent call, other	1	0.34%
611 - Dispatched & cancelled en route	8	2.75%

622 - No incident found on arrival at dispatch address	1	0.34%
631 - Authorized controlled burning	4	1.37%
651 - Smoke scare, odor of smoke	2	0.69%
671 - HazMat release investigation w/no HazMat	1	0.34%
710 - Malicious, mischievous false call, other	2	0.69%
711 - Municipal alarm system, malicious false alarm	1	0.34%
731 - Sprinkler activation due to malfunction	2	0.69%
733 - Smoke detector activation due to malfunction	6	2.06%
735 - Alarm system sounded due to malfunction	7	2.41%
740 - Unintentional transmission of alarm, other	1	0.34%
741 - Sprinkler activation, no fire - unintentional	1	0.34%
743 - Smoke detector activation, no fire - unintentional	8	2.75%
745 - Alarm system activation, no fire - unintentional	19	6.53%
746 - Carbon monoxide detector activation, no CO	1	0.34%
800 - Severe weather or natural disaster, other	1	0.34%
815 - Severe weather or natural disaster standby	2	0.69%
900 - Special type of incident, other	6	2.06%
911 - Citizen complaint	1	0.34%
TOTAL INCIDENTS:	291	100.00%

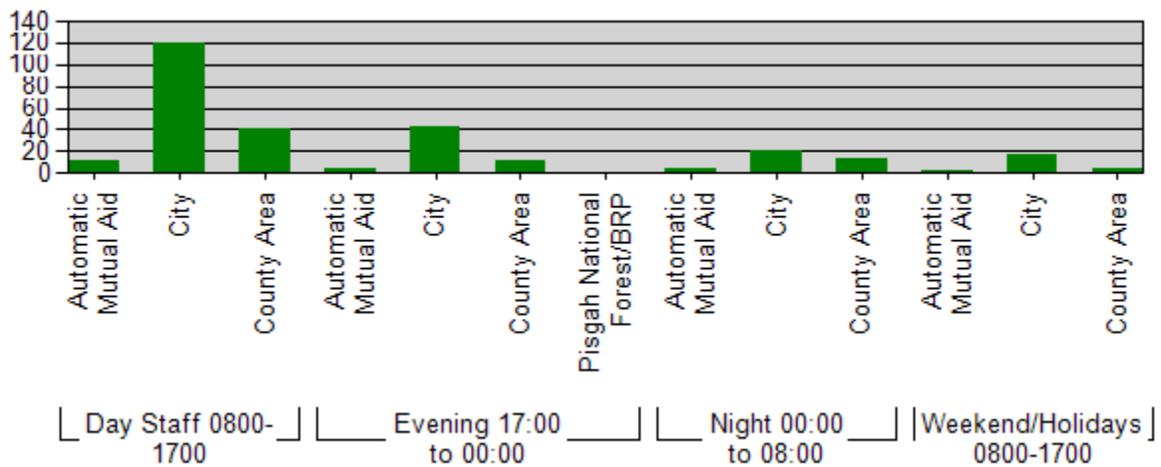
SHIFT	# INCIDENTS
Day Staff 0800-1700	171
Evening 17:00 to 00:00	59
Night 00:00 to 08:00	38
Weekend/Holidays 0800-1700	23

TOTAL: 291



Over 21% of our calls for service fall in the 17:00 to 00:00 time period.

Zones



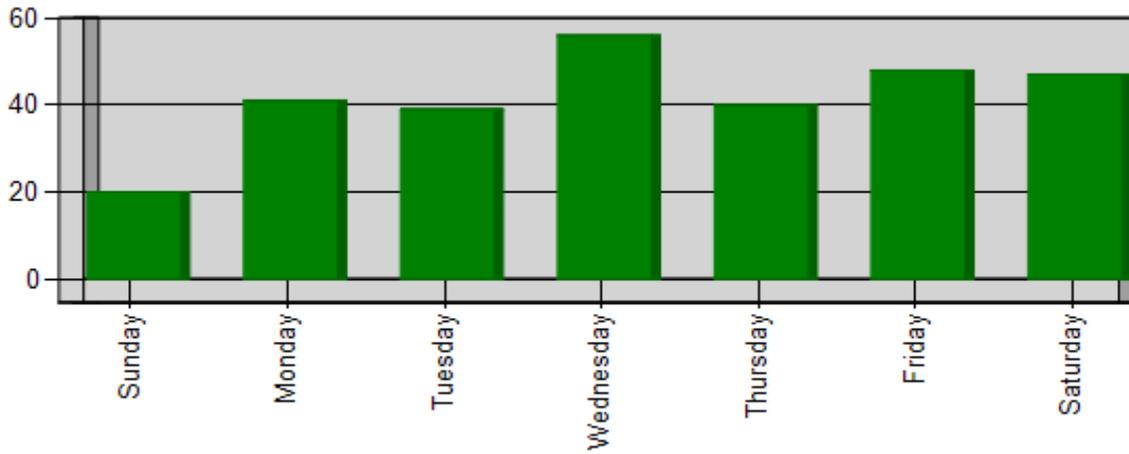
SHIFT	ZONE	# INCIDENTS
Day Staff 0800-1700	Automatic Mutual Aid	11
	City	120
	County Area	40
Evening 17:00 to 00:00	Automatic Mutual Aid	4
	City	43
	County Area	11
	Pisgah National Forest/BRP	1
Night 00:00 to 08:00	Automatic Mutual Aid	5
	City	20
	County Area	13
Weekend/Holidays 0800-1700	Automatic Mutual Aid	2
	City	17
	County Area	4

TOTAL: 291

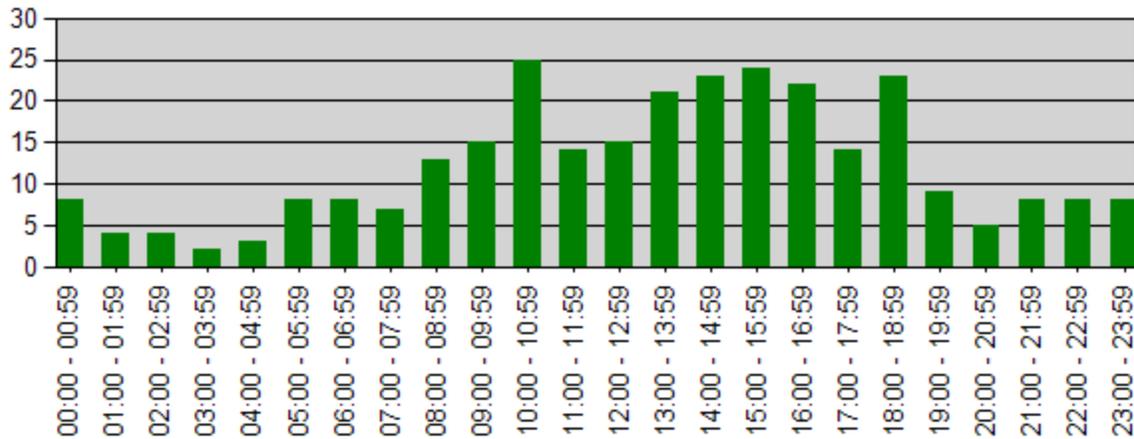
ZONE	# INCIDENTS
District 1 - City	200 69%
District 2 - County Area	68 24%
District 3 - Pisgah National Forest/BRP	1
District 4 - Automatic Mutual Aid	22 7%

TOTAL: 291

Day Of the Week



Response Time of Day



In a United States Fire Administration report on structure fires, it noted that a less than 5 minute response time 51% of the time confined the fire to the room and floor of origin. A response time of 5 to 6 minutes contained the fire to the building of origin 54% of the time and the fire spread to more than the building of origin 49% of the time.

Apparatus Response Time Compliance by Incident Type for Emergency Incident Response Mode/Lights and Siren

Engine 21 is our first out apparatus in our fire districts. It should be on scene in the city in 5 minutes 90% of the time to achieve our goal. Engine 21 response time in the city to all emergency calls is compliant 38% of the time, well under our goal of 90%.

Time of alarm being received by the fire department until the apparatus checks in route. The goal is to have the first apparatus turnout time of 1 minute to help facilitate our total response time with travel of 5 minutes. Our current turnout time average of evening response is 4 minutes.

To lower our total response times in the city will require staffing from 17:00 to 00:00 which would get the apparatus in route in under 1 minute. A staffed station in Pisgah Forest on the cities property on Ecusta Road would help with the travel time component of total time of 5 minutes to arrival on the North side of the city.

787 Hours Spent on Scenes

Average Of 8 Firefighters Responding per Call

9 times extrication tools used to free subjects from a vehicle

Responded to 18 Medical First Responder Incidents

**Fire and Life Safety Education for the 01/01/2016 to 04/30/2016
(Attendance includes adults and children)**

January:

11th - Fire Safety Speech and Assistance with Evacuation Plans at First United Methodist Church - 12 Church Members

February:

1st – Brevard High Vision Shadowing Day 2 students
24th - Anthrax Exposure Drill for the Transylvania County Health Department. Local Emergency Planning Committee. 40 Local volunteers from the community.

March:

12th - Kids Fest at Belk's - 50 Kids and 20 Parents
19th - Kids Easter Event VFW - 250 Kids

April:

14th - Fire Extinguisher Training BHS Health Occupations Class - 18 Students
23rd - Kids Go Festival S Gaston St. - 250 Kids
25th - Bike Safety 1st United Methodist Church - 75 Kids
28th - Station Tour - BHS Special Needs - 18 Kids
- Station Tour - 3rd Grade (80 Kids)

Total Training hours by Members: 3079:10

<u>Apparatus Maintenance</u>		
	Class Count	Total Class Hours
	6	6:00
<u>Company Training</u>		
	Class Count	Total Class Hours
	205	727:00
<u>Drills</u>		
	Class Count	Total Class Hours
	15	60:00
<u>Driver/Operator Training</u>		
	Class Count	Total Class Hours
	58	1278:20
<u>Hazardous Materials Training</u>		
	Class Count	Total Class Hours
	2	8:00
<u>Hydrant Inspection</u>		
	Class Count	Total Class Hours
	10	74:00
<u>Medical Training</u>		
	Class Count	Total Class Hours
	26	77:00
<u>Meetings</u>		
	Class Count	Total Class Hours
	3	5:30
<u>Multi-Company Drill</u>		
	Class Count	Total Class Hours
	19	109:50
<u>Officer Training</u>		
	Class Count	Total Class Hours
	30	304:30
<u>Recruit Training</u>		
	Class Count	Total Class Hours
	22	367:00
<u>Rescue</u>		
	Class Count	Total Class Hours
	14	62:00
	Grand Total Class Count	Grand Total Class Hours
	410	3079:10

The Fire Department Coordinated Major Events and Activities

- Oskar Blues New Year's Eve Party
- Oskar Blues 4 Mile Race
- Raccoon Run 5k
- Assault on the Carolinas
- Pisgah Stage Race
- Legacy Run ½ marathon and 5k and Fun Run

68 Apparatus Inspections & Service Issues Completed

20 Car Seats Installed

150 Pre-Incident Surveys completed

250 Hydrants Flowed and Inspected

The Brevard Police Department

Quarterly Report for January 1st thru March 31, 2016

Special events and Community contacts:

Conducted traffic control and security at numerous community events including: Martin Luther King March, Oskar Blues 4 Mile run, Pisgah Forest Elementary Raccoon Run 5K, and One Billion Rising March, and other events.

- The Chief Police Phil Harris and Transylvania County Sheriff David Mahoney met twice with citizens to discuss police procedures, problem solving, and ways to improve communications.
- Jim Fatland met with key police employees on the upcoming budget cycle.
- Mike Henderson and Rick Harbin participated in the 2nd Annual Polar Plunge in support of Special Olympics North Carolina in Transylvania County. \$10,000 was raised for this project.
- Brevard Cares Community Clean up took place on March 19th. 80 volunteers assisted with yard work and outside spring cleaning for people who need extra assistance in our community.
- Shawn Miller spotlighted by The Transylvania Times as an officer of the Brevard Police Department serving more than 16 years with the Police Department and Sheriff's Office.

Training:

- Members of the department spent 1,370 hours in training, which included In-Service Updates 375 hrs., SFST 32 hrs., Interview & Interrogation 40 hrs., Intoxilyzer Recert. 40 hrs., SWAT operator training 129 hrs., SWAT training 48 hrs., and Radar Recertification, 48 hrs., Tac meeting 16 hrs.
- Chief Harris attended the Chief's Conference in Cherokee.

Crimes and Arrests:

- Investigative Division solved a business Breaking & Entering with an arrest.
- Two missing people were located.
- An armed robbery was solved with an arrest.
- Safety program conducted for the Methodist Church.

Uniform Crime Report:

DATES	MURDER	RAPE	ROBBERY	AGG. ASSAULT	BURGLARY	LARCENY	MV THEFT	ARSON	TOTAL
Jan – Mar 2015			1	2	7	33	1		44
Jan – Mar 2016			1	2	7	37	1		48
% CHANGE			0%	0%	0%	+12.12%	0%		+9.09%

Year to date:

DATES	MURDER	RAPE	ROBBERY	AGG. ASSAULT	BURGLARY	LARCENY	MV THEFT	ARSON	TOTAL
Jan-Sept '11	0	4	5	16	63	123	2	0	216
Jan-Sept '12	0	1	4	9	26	152	4	0	196
Jan-Sept '13	0	1	0	7	50	167	9	0	234
Jan-Sept '14	0	0	1	6	35	164	4	2	212
Jan-Sept '15	0	2	2	6	24	133	5	2	174
% CHANGE from 2014 to 2015	0%	+200%	-50%	0%	-31%	-19%	+25%	0%	-18%



The City of
Brevard
North Carolina

May 16th, 2016

MEMORANDUM

To: Brevard City Council
From: Derrick Swing, Human Resources Director
CC: Jim Fatland, City Manager

RE: Status Report on County Wellness Center

In early April 2016, the City of Brevard began discussing a partnership with Transylvania County regarding their existing employee Wellness Center. For the past three years, Transylvania County has operated the Wellness Center to provide routine health care, annual physicals and biometric laboratory work, first aid, medication evaluation and prescribing, and additional services to those individuals who are participants in their health insurance plan. Employees, retirees, and their dependents over 12 years old who are covered under their insurance plan are eligible to receive care at the County facility. Eligible individuals pay no fee and make no claim on their insurance as a result of a visit to the Wellness Center. The Wellness Center is operated on a contract basis by Dr. Anthony Fisher of Blue Mountain Medicine and staff in coordination with Transylvania County management. The facility is currently open Monday, Wednesday, and Fridays each week.

Transylvania County Human Resources Director Sheila Cozart and Dr. Fisher are both receptive to the idea of adding the Brevard employee population to their patient base. Both parties see the potential partnership as a “win/win”. Brevard employees and their adult dependents could enjoy consistent and quality health care while saving untold amounts by avoiding visits to other health care providers where they may pay the full cost until their deductible is met. Transylvania County may be able to expand their hours of operation in order to accommodate Brevard employees, thus giving their employee population more flexible hours of service.

Human Resources and the City Manager have discussed this potential agreement with the HR/Finance Council Committee during their March and April meetings. The Committee has been supportive of staff efforts.

At this point, the County is working on a Memorandum of Understanding with the City of Brevard. Dr. Fisher is working on a contract for consideration with the City of Brevard. These agreements will go under review by HR and the City Manager before a final decision is made.

If you have questions about any aspects of this memo, please direct them to Derrick Swing or Jim Fatland.

May 27~28~29

White Squirrel 2016

13th Annual



Music

Drew Holcomb & the Neighbors © Town Mountain © Jon Stickley Trio
Sarah Siskind & Sunliner with Travis Book of Infamous Stringdusters © Beth Wood
Travers Brotherhood © The Get Right Band © Mia Rose Lynne © Sheriff Scott & the Deputies
Jason DeCristofaro © Dave Desmelek © Pretty Little Goat © Davidson River Taiko © Zoe & Cloyd

Activities

Memorial Parade & Ceremony © White Squirrel Tours © Arts & Crafts Vendors © Squirrel Box Derby © 5K/10K Race
Great Variety of Food © Fun Stuff for Kids © Jennifer Burgin, Wildlife Rehabilitator, with "Pisgah Pete" (a real white squirrel)
White Squirrel Photo Contest © Farmers Market

2016 Partnership Organizations
City of Brevard © Transylvania County Tourism

2016 Major Sponsors

Steve Owen & Associates © Oskar Blues Brewery © Looking Glass Realty © D.D. Bullwinkel's © Theophilus © United Community Bank
NAMI - Transylvania Advocates © Componium © Domokur Architects © Platt Architecture © Brevard Music Center © Transylvania County
The Transylvania Times © Think It Studio © Gutter Dome © Broad Street Wines © Outdoor Africa © Brevard Brewing Co. © WSQL 102FM Radio
Brevard CollegeBaldridge Insurance and Financial © Paradise Home Improvement © Bath Filter © Leaf Filter © Venzon © Asheville Citizen-Times

Brought to you by
Heart of Brevard
Downtown Business District

No pets allowed per
Brevard City Ordinance

Unfinished Business

STAFF REPORT

City Council, May 16, 2016

Title: Short-Term Rentals
City Council will consider revised draft text amendments to allow short-term rentals in the City of Brevard's planning jurisdiction.

Speaker: Daniel Cobb AICP, Planning Director

From: Daniel Cobb AICP, Planning Director

Prepared by: Daniel Cobb AICP, Planning Director
Aaron Bland AICP, Planner & Assistant Zoning Administrator

Approved by: Jim Fatland, City Manager

Background

At their August 17, 2015 meeting City Council requested information regarding the issue of short-term rentals (STRs), much like those offered on websites such as Airbnb.com and VRBO.com. Staff presented basic background information in September 2015 and Council directed Staff to take the issue to Planning Board to explore possible changes to the Unified Development Ordinance (UDO) that would allow for short-term rentals but also mitigate potential negative impacts on residential neighborhoods.

The Planning Board began its discussions at their October 20, 2015 meeting, and held further discussions at their meetings in November, January, February, and March. The Board approved its recommended draft ordinance language at their meeting on March 15, 2016. This draft language is included as Attachment B.

The Planning Board's proposed draft language was presented to Council on April 18th. Council provided feedback to Staff and chose not to schedule a public hearing for the May meeting.

Discussion

The main purpose and intent of the amendments continues to be the protection of the peace and tranquility of residential neighborhoods, as well as the safety of Brevard's residents and visitors.

Changes to the draft language reflect Council's desire of a simple ordinance that accomplishes the above goal with the least amount of regulation, as well as clarifying the difference between STRs that require a special use permit versus those permitted with standards (approved by Staff) and the difference between the two in terms of annual renewal of permits.

Following this staff report is the materials Council received for the April 18th, 2016 meeting. The intent in providing this material is to allow Council to note the differences in what was reviewed at the last meeting, compared to the new materials. For further clarification Staff has provided another copy of the regulations presented in April with modifications shown in green and

underlined. The original language presented for review in April is shown as blue and underlined, text that has been proposed for removal based on Council's first review is shown as blue, underlined, and stricken.

Specific changes include adding text on line 8. This section outlines and makes clear the intent of the ordinance to preserve and protect single-family neighborhoods. Changing "Operational" on line 13 to "General." Beginning on line 19, language was added to establish exterior regulations to maintain the residential character of homes located in traditional residential areas of the City. Beginning on line 23, the parking standards were modified to simplify the language and remove the requirement that off-street parking be located at the rear or side of a homestay. Further parking changes include removing the requirement of a Type A buffer. Changes to the parking language were made in an effort to simplify the ordinance and ensure that houses used for short-term rentals continue to look residential, as opposed to commercial, in nature. Line 40 was modified to help draw a distinction between rentals permitted with standards (PS) and rentals requiring an SUP. The new language on line 56 was added to further explain the process and requirements for Special Use Permits and make it clear that SUPs do not require annual renewal. The original text included the same standard, but was difficult to read and note the difference in the two processes.

Policy Analysis

Staff has revised the draft language in light of the discussion and feedback heard at Council's previous meeting. This revised draft is included as Attachment A and will be presented in greater detail.

Staff Recommendation

Staff recommends City Council continue to discuss the draft amendments and provide Staff with specific questions or requests for information for future discussions and/or suggested changes.

Council postponed scheduling a public hearing at their last meeting. If Council decides to move forward with the draft language, a public hearing should be scheduled for a future date.

Fiscal Impact

North Carolina state law allows for reasonable fees to be collected to offset the costs of administration of development ordinances. The review fee for a Special Use Permit is \$200 and zoning permits for minor improvements related to residential projects is typically \$50. However Staff feels a specific fee for STRs should be established and recommends a fee of \$200 which is the same fee required for a home occupation.

Attachments

- A – Revised Draft Language
- B – Planning Board original draft and public input data
- C – City of Brevard Official Zoning Map

UDO Amendments for Short-Term Rentals

Amended Draft Language (following April 18th Council meeting)

2.2.C – Use Matrix

	GR	RMX	NMX	DMX	CMX	IC	GI
Lodging							
Bed and Breakfast Home	PS	PS	PS	PS	PS	PS	–
Bed and Breakfast Inn	SUP	PS	PS	PS	PS	PS	–
Accessory Rental Cottage/Cabin	PS	PS	PS	–	–	–	–
Hotels/Motels/Inns	–	–	–	P	P	P	–
Rooming or Boarding House	–	–	P	P	P	P	–
Recreational Vehicle Park	–	–	–	–	–	–	–
<u>Short-Term Rental (Host-Absent)</u>	<u>SUP</u>	<u>SUP</u>	<u>SUP</u>	<u>SUP</u>	<u>PS</u>	<u>PS</u>	<u>–</u>
<u>Homestay (Host-Present)</u>	<u>SUP</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>–</u>	<u>PS</u>	<u>–</u>

Chapter 3 – Additional standards

3.34 – Short-Term Rentals and Homestays

A. Intent

It is the intent of this ordinance and standards below to preserve and protect the long-established, traditional single-family neighborhoods within the City while allowing those desiring to operate short-term rentals or homestays to do so without detriment to those neighborhoods.

B. ~~Operational~~ General requirements

- Occupancy: Overnight occupancy shall not exceed two persons per bedroom plus two additional persons. The number of “bedrooms” used in calculating occupancy limits shall be taken from the property’s application. For example: a two bedroom rental would have an occupancy limit of 6 (2 x 2 bedrooms = 4 + 2 additional = 6 total).
- ~~Signs: No signs permitted.~~
- Appearance: Dwelling units used as short-term rentals or homestays in GR or RMX zoning districts shall maintain their residential character and outside appearance. No signs shall be permitted. All exterior lighting shall be residential in nature and shall not be directed towards adjacent properties.
- Parking: Parking requirements shall be provided for the type of dwelling unit, per Chapter 10 of this ordinance. ~~Off-street parking shall be provided as required by Chapter 10 of this ordinance. Parking shall be located on the same lot on which the rental units are located. Homestays in GR districts shall require guest parking to be located to the rear or side of the principal structure and to be screened with a Type A buffer in accordance with Chapter 8 of this ordinance.~~
- ~~Lighting: Exterior lighting shall be residential in nature and shall not be directed towards adjacent properties.~~

C. Permits required

- The owner, or authorized agent thereof, of any property upon which a Homestay or Short-Term Rental proposes to operate shall secure a permit from the City of Brevard Planning & Zoning Department.

- 35 2. The application shall designate a “Primary Contact” which is to be a local responsible
- 36 party who is available by phone 24-hours per day while the property is being rented.
- 37 D. Violations: Any act constituting a violation of these standards shall subject the owner to
- 38 enforcement procedures as set forth in Chapter 18 of this ordinance.
- 39 E. Duration of permit:
- 40 1. Rentals permitted with standards (PS)
- 41 a. Short-Term Rental and Homestay permits are temporary, and shall not establish a
- 42 vested right to renewal. Short-Term Rental and Homestay permits shall be valid for
- 43 a period of one year from the date upon which approval is granted.
- 44 b. Annual renewal applications shall be filed 30 days prior to expiration of the current
- 45 permit.
- 46 c. Applicants shall apply for renewal of Short-Term Rental or Homestay permits.
- 47 Applications for renewal shall include a written report demonstrating compliance
- 48 with the previously approved permit.
- 49 d. The approving authority may deny a request for permit renewal and require the
- 50 applicant to terminate the Short-Term Rental or Homestay upon a determination
- 51 that the Short-Term Rental or Homestay operated in violation of a requirement of
- 52 this section or other applicable condition or requirement; or, that the Short-Term
- 53 Rental or Homestay has generated unanticipated effects that are detrimental to the
- 54 residential character of the neighborhood in which the Short-Term Rental or
- 55 Homestay is located.
- 56 2. Rentals permitted with the issuance of a Special Use Permit (SUP)
- 57 a. Per 16.11.D, the effect of approval of a special use permit by the Board of
- 58 Adjustment is binding on the property, and all subsequent development and use of
- 59 the property must be in accordance with the approved plan and conditions. Special
- 60 use permits do not need to be renewed annually.
- 61 b. Per 16.11.F, the Board of Adjustment may revoke an approved special use permit
- 62 upon finding that a violation of Brevard City Code, the City of Brevard Unified
- 63 Development Ordinance, or a specific condition or requirement of the Board of
- 64 Adjustment has occurred.
- 65 B. Exemptions: The following activities shall not be considered as a Short-Term Rental or
- 66 Homestay use and the requirements of this subsection shall not apply to them.
- 67 1. Incidental residential vacation rentals, defined to mean no more than two such rentals
- 68 in any calendar year where the total number of nights rented does not exceed 14.
- 69 2. Rentals of property in any permitted hotel, motel, inn, rooming or boarding house, or
- 70 bed and breakfast establishment.

10.3.A – Minimum parking ratios

A. *Minimum parking ratios:*

Use Type	Required Parking Spaces
Residential (All types)	2 spaces
Residential Accessory Dwelling Unit	1 space
Retail Uses	1 per 500 square feet

Office Uses	1 per 500 square feet
Theaters	1 per 3 seats
Restaurants	1 per 4 seats
Manufacturing/Warehousing/Light Assembly	.25 per 1,000 square feet of non-office space
Bed and Breakfast Inns/Hotels/Motels/ Short-Term Rental/Homestays	1 per bed room or suite
Civic Uses (Assembly Uses Only)	1 per 4 seats (If benches or pews are used then the standard shall be measured as 1 per 6 feet)

74

75

76 **10.5.G – Location of off-street parking**

77 G. Location of off-street parking:

78

1. Off-street parking shall not be permitted within any public right-of-way.

79

2. Off-street parking shall not be permitted within any front yard setback area.

80

3. Except for properties located in the Corridor Mixed Use (CMX) zoning district, off-street parking shall not be permitted between any principal structure and the street upon which such structure fronts. Where a structure fronts upon two or more streets, parking may be permitted between the principal structure and the adjacent street of lesser classification when parking cannot reasonably be placed in another location.

81

82

83

84

85

4. The following uses and parking types shall be exempt from Sections 10.5(G.2) and 10.5(G.3) above:

86

87

a. Single-family and duplex residential structures in GR, RMX and NMX districts, [including those used for Short-Term Rental uses](#), except those which are subject to Chapter 2, Section 2.3(E.2).

88

89

b. Handicapped parking spaces as required by the North Carolina Accessibility Code or other federal, state, or local regulations.

90

91

c. Bicycle parking spaces required by this Ordinance.

92

93

d. Existing non-residential and multi-family development undergoing significant or substantial improvement or change of use as defined in Chapter 19 of this Ordinance, provided that all newly created parking spaces associated with such redevelopment shall conform with Sections 10.5(G.2) and 10.5(G.3) unless the approving authority deems that compliance would be impractical due to existing site constraints.

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95

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100 **Chapter 19 – Definitions**

Bed and breakfast establishments: Establishments primarily engaged in providing short-term lodging [and the service of the breakfast meal](#) in facilities known as bed and breakfast inns [and bed and breakfast homes](#). These establishments provide short-term lodging in private homes or small buildings converted for this purpose. Bed and breakfast establishments are characterized by a highly personalized service and meet the following requirements:

101

102

103

104

1. They do not serve food or drink to the general public for pay;

105

106

2. They serve only the breakfast meal, and that meal is served only to overnight guests of the business;

107

- 108 3. They include the price of breakfast in the room rate; and
109 4. They serve as the permanent residence of the owner or the manager of the business.

110

111 Homestay: A private, owner-occupied single-family residence that offers one or more guest rooms for
112 overnight accommodations which are rented for periods of less than 30 days for compensation, so long
113 as the lodging use is subordinate to the main residential use of the building. The key distinction of a
114 Homestay from a Short-Term Rental is that the host is present in a Homestay.

115

116 *Rooming or boarding house:* Short or long-term accommodations that serve a specific group or
117 membership such as a dormitory, fraternity or sorority house, youth or adult hostel, or similar ~~tourist~~
118 accommodations, or single room occupancy units that provide a number of related services including,
119 but not limited to housekeeping, meals, and laundry services; excludes hotels, motels, inns, bed and
120 breakfasts, homestays, and short-term rentals.

121

122 Short-Term Rental: A private residential property that is rented for periods of less than 30 days for
123 compensation in which the owner does not reside in the home being rented. The key distinction of a
124 Short-Term Rental from a Homestay is that the host is absent in a Short-Term Rental.

SHORT-TERM RENTAL MATERIALS

The following material is provided as information only to provide reference to note the changes that have been made to the ordinance language. The information included as Attachment A, preceding this sheet, is the revised text based on the April 18, 2016 Council meeting.

STAFF REPORT

City Council, April 18, 2016

Title: **Short-Term Rentals**

City Council will hear proposed text amendments to allow short-term rentals in the City of Brevard's planning jurisdiction.

Speaker: Daniel Cobb AICP, Planning Director

From: Daniel Cobb AICP, Planning Director

Prepared by: Aaron Bland AICP, Planner & Asst. Zoning Administrator

Approved by: Jim Fatland, City Manager

Background

At the August 17, 2015 City Council meeting the issue of short-term rentals (STRs), such as those offered on websites such as Airbnb.com and VRBO.com, was brought up. At the September 21, 2015 meeting, Staff presented basic information about these rentals and City Council provided Staff with direction to take the issue to Planning Board to explore possible changes to the Unified Development Ordinance (UDO) that would allow for short-term rentals but also mitigate potential negative impacts on residential neighborhoods.

The Planning Board began its discussions at their October meeting. The Board discussed the advantages and potential impacts of STRs, as well as how these accommodations related to lodging uses already in the UDO. The Board requested Staff create a framework for how new ordinance language would integrate STRs as a new lodging use and provide reasonable regulations to safeguard the peace and tranquility of surrounding residential neighborhoods.

Two public input meetings were held on November 5, 2015 at the Transylvania County Library, with a combined attendance of approximately 40 people. Additionally, an online survey was open for one month and 199 submissions were submitted. A compilation of the input received from the online survey, at the in-person input sessions, and additional correspondence between citizens and Staff is included with this staff report as Attachment A.

The Planning Board held further discussions at their meetings in November, January, February, and March. The Board approved its recommended draft ordinance language at their meeting on March 15, 2016. This draft language is included as Exhibit A.

Discussion

The main purpose and intent of the amendments as they are currently proposed is the protection of the peace and tranquility of residential neighborhoods as well as the safety of Brevard's residents and visitors. The changes presented represent the Planning Board's attempt to achieve that purpose.

Policy Analysis

The draft language being presented by Staff has several key aspects:

- Two new uses have been created under the Lodging category of the UDO use matrix:
 - The “Homestay” use is for host-present rentals where the space for rent is a spare room or other portion of a house that is the host’s primary residence.
 - The “Short-Term Rental” use is for host-absent rentals where the space for rent is the entire house, which is not the host’s primary residence.
 - The key distinction between the two use types is whether or not the host is present and living onsite.
- The application will include required contact information for a responsible party that will be available 24-hours per day.
- Minimum standards for parking and lighting.
- Utilizing the Special Use Permit process to mitigate whole-house rental units on a case-by-case basis.
- Amendments to the definitions of existing lodging uses to ensure clarity between all lodging uses that appear in the UDO’s use matrix.

Staff will present the revised draft language in greater detail at the meeting.

Staff Recommendation

Staff recommends City Council discuss the Planning Board’s recommended draft amendments and provide Staff with specific questions or requests for information for future discussions and/or suggested changes.

Council is not being asked to approve the draft amendments at this time. Due to the complexity of this issue Staff recommends City Council schedule a public hearing for a later date.

Fiscal Impact

Requiring short-term rentals to receive a Special Use Permit from the Board of Adjustment and/or zoning site plan approval from the Planning Department will result in the collection of additional application fees received by the City. The application fee for a Special Use Permit is currently \$200. The fee for a zoning permit is currently \$50, however Staff feels that a specific permit fee for short-term rental applications should be established and recommends a fee of \$200 which matches the current fee for a home occupation.

Attachments

- Exhibit A – Brevard Planning Board Recommended Draft Ordinance Language
- Attachment A – Summary of Public Input

 NOTE: Ignore these references.
Refer to May staff report.

UDO Amendments for Short-Term Rentals

Planning Board Recommended Draft Language

2.2.C – Use Matrix

	GR	RMX	NMX	DMX	CMX	IC	GI
Lodging							
Bed and Breakfast Home	PS	PS	PS	PS	PS	PS	–
Bed and Breakfast Inn	SUP	PS	PS	PS	PS	PS	–
Accessory Rental Cottage/Cabin	PS	PS	PS	–	–	–	–
Hotels/Motels/Inns	–	–	–	P	P	P	–
Rooming or Boarding House	–	–	P	P	P	P	–
Recreational Vehicle Park	–	–	–	–	–	–	–
Short-Term Rental (Host-Absent)	SUP	SUP	SUP	SUP	PS	PS	–
Homestay (Host-Present)	SUP	PS	PS	PS	–	PS	–

Chapter 3 – Additional standards

3.34 – Short-Term Rentals and Homestays

A. [Operational requirements](#)

- [Occupancy: Overnight occupancy shall not exceed two persons per bedroom plus two additional persons. The number of “bedrooms” used in calculating occupancy limits shall be taken from the property’s application. For example: a two bedroom rental would have an occupancy limit of 6 \(2 x 2 bedrooms = 4 + 2 additional = 6 total\).](#)
- [Signs: No signs permitted.](#)
- [Parking: Off-street parking shall be provided as required by Chapter 10 of this ordinance. Parking shall be located on the same lot on which the rental units are located. Homestays in GR districts shall require guest parking to be located to the rear or side of the principal structure and to be screened with a Type A buffer in accordance with Chapter 8 of this ordinance.](#)
- [Lighting: Exterior lighting shall be residential in nature and shall not be directed towards adjacent properties.](#)

B. [Permits required](#)

- [The owner, or authorized agent thereof, of any property upon which a Homestay or Short-Term Rental proposes to operate shall secure a permit from the City of Brevard Planning & Zoning Department.](#)
- [The application shall designate a “Primary Contact” which is to be a local responsible party who is available by phone 24-hours per day while the property is being rented.](#)

C. [Violations: Any act constituting a violation of these standards shall subject the owner to enforcement procedures as set forth in Chapter 18 of this ordinance.](#)

D. [Duration of permit:](#)

- [Short-Term Rental and Homestay permits are temporary, and shall not establish a vested right to renewal. Short-Term Rental and Homestay permits shall be valid for a period of one year from the date upon which approval is granted.](#)
- [Annual renewal applications shall be filed 30 days prior to expiration of the current permit.](#)

3. [Applicants shall apply for renewal of Short-Term Rental or Homestay permits. Applications for renewal shall include a written report demonstrating compliance with the previously approved permit.](#)
 4. [The approving authority may deny a request for permit renewal and require the applicant to terminate the Short-Term Rental or Homestay upon a determination that the Short-Term Rental or Homestay operated in violation of a requirement of this section or other applicable condition or requirement; or, that the Short-Term Rental or Homestay has generated unanticipated effects that are detrimental to the residential character of the neighborhood in which the Short-Term Rental or Homestay is located.](#)
- E. [Exemptions: The following activities shall not be considered as a Short-Term Rental or Homestay use and the requirements of this subsection shall not apply to them.](#)
1. [Incidental residential vacation rentals, defined to mean no more than two such rentals in any calendar year where the total number of nights rented does not exceed 14.](#)
 2. [Rentals of property in any permitted hotel, motel, inn, rooming or boarding house, or bed and breakfast establishment.](#)

10.3.A – Minimum parking ratios

A. *Minimum parking ratios:*

Use Type	Required Parking Spaces
Residential (All types)	2 spaces
Residential Accessory Dwelling Unit	1 space
Retail Uses	1 per 500 square feet
Office Uses	1 per 500 square feet
Theaters	1 per 3 seats
Restaurants	1 per 4 seats
Manufacturing/Warehousing/Light Assembly	.25 per 1,000 square feet of non-office space
Bed and Breakfast Inns/Hotels/Motels/ Short-Term Rental/Homestays	1 per bed room or suite
Civic Uses (Assembly Uses Only)	1 per 4 seats (If benches or pews are used then the standard shall be measured as 1 per 6 feet)

10.5.G – Location of off-street parking

G. Location of off-street parking:

1. Off-street parking shall not be permitted within any public right-of-way.
2. Off-street parking shall not be permitted within any front yard setback area.
3. Except for properties located in the Corridor Mixed Use (CMX) zoning district, off-street parking shall not be permitted between any principal structure and the street upon which such

structure fronts. Where a structure fronts upon two or more streets, parking may be permitted between the principal structure and the adjacent street of lesser classification when parking cannot reasonably be placed in another location.

4. The following uses and parking types shall be exempt from Sections 10.5(G.2) and 10.5(G.3) above:

- a. Single-family and duplex residential structures in GR, RMX and NMX districts, [including those used for Short-Term Rental uses](#), except those which are subject to Chapter 2, Section 2.3(E.2).
- b. Handicapped parking spaces as required by the North Carolina Accessibility Code or other federal, state, or local regulations.
- c. Bicycle parking spaces required by this Ordinance.
- d. Existing non-residential and multi-family development undergoing significant or substantial improvement or change of use as defined in Chapter 19 of this Ordinance, provided that all newly created parking spaces associated with such redevelopment shall conform with Sections 10.5(G.2) and 10.5(G.3) unless the approving authority deems that compliance would be impractical due to existing site constraints.

Chapter 19 – Definitions

Bed and breakfast establishments: Establishments primarily engaged in providing short-term lodging [and the service of the breakfast meal](#) in facilities known as bed and breakfast inns [and bed and breakfast homes](#). These establishments provide short-term lodging in private homes or small buildings converted for this purpose. Bed and breakfast establishments are characterized by a highly personalized service and meet the following requirements:

1. They do not serve food or drink to the general public for pay;
2. They serve only the breakfast meal, and that meal is served only to overnight guests of the business;
3. They include the price of breakfast in the room rate; and
4. They serve as the permanent residence of the owner or the manager of the business.

Homestay: [A private, owner-occupied single-family residence that offers one or more guest rooms for overnight accommodations which are rented for periods of less than 30 days for compensation, so long as the lodging use is subordinate to the main residential use of the building. The key distinction of a Homestay from a Short-Term Rental is that the host is present in a Homestay.](#)

Rooming or boarding house: Short or long-term accommodations that serve a specific group or membership such as a dormitory, fraternity or sorority house, youth or adult hostel, or similar **tourist** accommodations, or single room occupancy units that provide a number of related services including, but not limited to housekeeping, meals, and laundry services; [excludes hotels, motels, inns, bed and breakfasts, homestays, and short-term rentals](#).

Short-Term Rental: [A private residential property that is rented for periods of less than 30 days for compensation in which the owner does not reside in the home being rented. The key distinction of a Short-Term Rental from a Homestay is that the host is absent in a Short-Term Rental.](#)

MEMORANDUM



DATE: November 17, 2015

TO: Daniel Cobb

FROM: Chief Phil Harris



SUBJECT: Concerns to address with Short Term Rentals

Most of the concerns I have had expressed to me refer to current violations of our nuisance codes. I propose that the Planning Board assure the landlords clearly state to renters that our City Ordinances will be strictly enforced. Included in those codes are:

- Noise
- Trash, both on the property and off the property
- Health hazards (fire and sanitation, including cleanliness)

Streets must remain clear and without an effect on current neighborhood use. I suggest all parking be handled off-street.

We also want the owners and the renters to be protected against each other. Our decisions should warn against:

- Wild parties (Think "Party Bus")
- Unlawful uses (Meth labs, brothels)
- Predators of all kinds
- Identity theft
- Theft
- Criminal damage
- Squatters
- Bait and switch client
- Bait and switch rentals
- Non-payment
- Improper payment (Stolen credit cards, etc.)
- Etc.

Both renters and landlords must think like a criminal and prevent problems.

Hotels have been through the problems and have a model that is sound. Short-term rentals are inexperienced in solving extreme problems.

Daniel Cobb

From: bryan cooper <bcooper839@yahoo.com>
Sent: Tuesday, October 20, 2015 8:40 PM
To: Daniel Cobb
Cc: Aaron Bland
Subject: short term rental issue

Dear Mr. Cobb:

I am writing to you because of your role as City of Brevard liaison with the Planning Board, and to express my concern with the direction the City is taking by not enforcing its code against clearly illegal short-term rentals in single-family zoned areas.

I have showed patience, civility and respect for due process regarding my neighbor's decision to run what is effectively a motel, by speaking with Aaron Bland and expressing my concern and gathering facts after the activity started.

But I must now ask that immediate enforcement of the law occur, to ensure that such illegal action is not codified or grandfathered in, with permanent negative impact on the peace, quiet and tranquility of our single-family zoning.

Please know I did not buy into my home on Rice Street with the possibility that adjacent properties and entire homes would have the potential to effectively become motels, seasonal or year-round. And, since the activity started this past summer, it is my request that it will not continue.

I also must let you know that I heard second-hand that a resident's car was hit on the street by one of the short-term renters, and that it was basically a "hit and run," forcing a neighbor to contact the owner for redress. I will try to confirm what at present is hearsay, and provide more details when possible.

Last, I hope you can send me the names and contact information for the Planning Board members, and kindly ask that you advise them of my legal and procedural concerns. And that I truly hope that their recommendation to City Council will be to leave single-family zoning intact and fully protected, and that they will respect the many residents who quietly sit on the side-lines, yet equally hope for the best for protecting their neighborhoods.

I appreciate your time and attention, and would like the opportunity to converse with you and any interested Board members.

Sincerely,

L. Bryan Cooper

p.s. I also observed that (and correct me if I am wrong), if there was a Planning Board Meeting scheduled this week, it was not noticed with posted agenda on the Brevard website -- see below.

Daniel Cobb

From: Ann Hollingsworth
Sent: Thursday, October 29, 2015 9:36 AM
To: Jayne Fought
Cc: Daniel Cobb
Subject: Re: Airbnb

Hi Jayne,

I have copied your email to Daniel Cobb. He is our Planning Director and works closely with our Planning Board. They are the ones gathering information and making a recommendation to us. I have used Airbnb and VRBO so I am familiar with both and understand your concerns. Unfortunately some landlords in our community are extremely inconsiderate of their neighbors which is causing this issue to come before us. You can always come before our next City Council meeting on Nov 16th and speak under public comments and participation. Please feel free to stay in touch!

All My Best,

Ann Hollingsworth

On Oct 28, 2015, at 8:50 PM, Jayne Fought wrote:

> Dear Brevard City Council Members,

>

> My name is Jayne Fought, and I operate an Airbnb in Brevard's ETJ. I read in the October 26th issue of the Transylvania Times that the city council is "looking at how to regulate the usage of short-term rentals in its community."

>

> I believe every one of you were quoted as saying you were looking for "more information", or "holding off on forming an opinion" until you received more information.

>

> I would like to extend an invitation to each and every one of you to sit down for a cup of coffee with me and hear my experience as someone who has both stayed in an Airbnb in Brevard before moving to this community, and as a current resident and Airbnb host.

>

> Too often issues come up and only the people with complaints are heard. As much as I would like to just go about quietly and peacefully living my life and contributing in meaningful ways to this community, I feel compelled to at least be available to share my story.

>

> I look forward to talking with each of you.

>

> Sincerely,

>

> Jayne Fought

> 81 Canvasback Court

> (260) 463-1904

>

Daniel Cobb

From: Tom Traywick <tom.traywick@gmail.com>
Sent: Monday, November 02, 2015 4:53 PM
To: Daniel Cobb
Cc: Elda Brown
Subject: City of Brevard: Short Term Rental Planning

November 2, 2015

Daniel Cobb, Director
Planning and Zoning Department
City of Brevard
95 West Main Street
Brevard, NC 28712

RE: Regulation of Short Term Rental ("STR")

Dear Mr. Cobb,

My wife Tanne and I have lived in Transylvania County since 2004 when we began our retirement period of life. We recently completed the survey on the City of Brevard web site but cannot attend the meeting Thursday night. This letter is intended to be helpful to you and your department in the work that you have ahead of you on this important matter.

We have, since 2009, rented to vacationers as the situation allowed. In 2013 we bought a second home in Brevard that allowed us to divide our time between our Mountain House on upper East Fork and our town house on the "Morningside" of town, and to rent one or the other when available. We have received 100% five-star reviews from guests and have never had a complaint by neighbors. Our neighbors would have a difficult time telling the difference whether our guests or we were staying in the house.

Our guests have come from Central Canada to Maine to Texas and have in every case been well-behaved prosperous people who have come to Brevard for various reasons but all ultimately have come to spend money and enjoy what the area has to offer, and to do it while staying in quiet relaxing homelike accommodations.

It is likely that, as we grow older, we eventually decide to live full time in the house in town. This arrangement has generated cash flow to supplement our fixed income in retirement and for maintenance and improvement of the two properties. If this STR option were not open to us we would have no choice but to sell one or the other of the properties.

This arrangement has contributed substantial funds to government by way of the 11.75% sales and occupancy taxes. This arrangement has been mutually beneficial to all segments of the local economy, not the least of which is the very nice Brevard resident who provides well paid housekeeping services from four to ten days per month at our two sites. She depends on other similar enterprises for her livelihood.

We would support action by the City of Brevard that would reasonably permit STR's through an application and licensing process. We would support reasonable regulations that would penalize any sites that prove to be repeat nuisance offenders.

We would encourage the City of Brevard to take a fresh look at City Nuisance Ordances for complaints about behavior at all types of properties, not just STR related complaints. Residential nuisances are generally the same types of behavior whether long term rental or short term rental or owner occupancy.

Following is a link to "Best Practices in STR Regulation" provided by the STR Advocacy Center, including a resolution by the US Conference of Mayors:

<http://www.stradvocacy.org/media/STRAC-Best-Practices1.pdf>

The site also includes case studies and statements from other city planners as to their experience in working with this question.

Please let me know if you have any question in this matter. I would be happy to talk with you.

Sincerely,

Tom Traywick
653 Big Hill Road
Brevard, NC 28712
828 553 9366

cc:
Elda Brown

Daniel Cobb

From: Renee Baker <renee@fodderstackfarm.com>
Sent: Friday, November 06, 2015 8:57 AM
To: Daniel Cobb
Subject: My Vacation Rental Property Story

Hi Daniel,

I attended the meeting yesterday and didn't speak but wanted to share this article on my property that was just published on-line by Our State Magazine. It gives you a nice feel for my property.

<http://www.ourstate.com/homeplace-fodderstack-farm/>

We have significantly improved our property and our neighbors love us!

Warmly,
Renee Baker
FodderstackFarm.com

Comments on Short Term Rental Survey

(unable to submit from our computer)

My wife and I are close to completing an extensive renovation started one year ago to a very neglected property purchased in town with the intention of using it as a short term rental. At the outset, there were no rules against the practice which influenced our decision to buy that location and many subsequent remodeling/quality decisions throughout the remodeling process. A quality job is being done inside and out and I'm often given encouragement and thanks by neighbors, passersby, and motorists. There are three points I'd like to make.

First, you all know the benefits from tax revenue, tourist impact on local dining and shops, and the stories about lodging shortage - going to Hendersonville or Arden to stay instead of locally. Much was said so I won't elaborate.

Second and on a more personal note is the cost, time and EFFORT that has gone into this project. At a time when we seem to be gearing our local economy toward tourism this seemed like the perfect way for the individual to have/supplement income and save for future college tuition for our sons and our own eventual retirement. Do the planners/council realize the personal impact this decision could have on people trying hard to live/stay in Brevard and working hard to do so? I can't believe this issue is coming up months/weeks away from my project getting off the ground.

Lastly, there were comments at the Thursday meeting about negative impact on property values. I believe the opposite to be true. Vacation rentals by their nature must look, be maintained and managed in a attractive manner in order to survive and thrive. Our property was used/abused as an income rental for many years (decades according to neighbors). I could and would love to run down a list of the improvements we've made not to mention the money spent locally on materials and tradesmen. The neighborhood support has been rewarding and encouraging during the slow but steady progress you understand. If you've remodeled yourself, we're getting close to the end and it's looking good. I know neighbors are happy and thankful for the transformation (I've been told often). Our work has a positive affect on their property values and the neighborhood in general. Again, vacation rentals have to be and stay cute + tasteful. If there are issues (noise, parking, safety, registration or tax) - can't they be addressed individually rather than an ordinance banning the concept?

I hope the council realizes the affect this decision could have and does not end this goal/dream before it begins.

Dennis Eberhardt
577-7898

222 Franklin St. - corner of
French Broad and Franklin.

Daniel Cobb

From: luckyspot53@aol.com
Sent: Monday, November 16, 2015 12:22 PM
To: Daniel Cobb
Subject: Planning Board Meeting

11/16/15

Daniel Cobb
Planning Director, City of Brevard
daniel.cobb@cityofbrevard.com

Dear Mr. Cobb,

Please accept this letter as input for the next Planning Board meeting regarding short term rentals (STR) in Brevard and Transylvania County. Due to miscommunication, we were unable to attend the first public "input session." Unfortunately, we are also unable to attend the scheduled meeting for 11/17/15.

It is my understanding that some of the concerns include a shortage of long term rentals (LTR) in our area and that the local hotel/motel businesses believe STRs create "unfair competition." It was also mentioned that a recent neighborhood noise complaint about a particular STR prompted some of the discourse.

STR properties and LTR properties are very different and NOT interchangeable, as they serve completely different populations. Both markets exist and need to be served. It would be unlikely that any of the STRs in our area would willingly devalue their property for the sake of providing a LTR in the price range that is most likely where the shortage exists. I recommend an incentive program for investors interested in providing LTRs rather than penalizing STRs. Clearly, STRs bring tourists representing a broad demographic that feed our local retail and restaurant establishments as well as local tourist attractions that are not as well supported by the local residents.

Likewise, more regulations on STRs will not stop LTRs or owner occupied residences from creating a nuisance in their neighborhoods. Perhaps a permit for EVERYONE planning to have a party is what you had in mind. However, it is my understanding that there is already an ordinance in place for such disturbances.

STR owners currently pay state and county sales & use taxes, occupancy taxes that fund our tourism promotions, real property and personal property taxes, and federal and state income taxes! I'm not sure what else might be imposed and still consider it an incoming producing property! To discourage STRs would seem counterintuitive to the city's current interest in promoting tourism and the tax base that supports its efforts.

As far as whether STRs are "unfair competition," it could be argued that hotel/motel businesses need to do a better job of competing in this market rather than expecting STRs to be regulated and discouraged from operating successfully. Just because they offer a product that is obviously well received in our market does not mean that their presence is "unfair."

Thank you for your consideration.

Respectfully,

Jamie and Buddy Tompkins
254 Sideways Serpent Ln.
Pisgah Forest, NC 28768
luckyspot53@aol.com

Aaron Bland

From: Patricia Pettit <doodlepat@aol.com>
Sent: Monday, November 16, 2015 5:15 PM
To: Aaron Bland
Subject: STR Survey comments

Follow Up Flag: Follow up
Flag Status: Flagged

Owners of homes in residential zones who rent their property for less than 30 days DO NOT CARE what happens to the neighborhood. They are physically and emotionally removed and could care less about the safety, noise, traffic and parking problems created by transients. They only care about the high revenue it creates for themselves.

Do these owners report their income to the State of N.C. and the IRS? Do they abide by any health standards? Do they inspect their beds for bed bugs after each guest checks out? Do they wash every plate, utensil, pot and pan between each guests visit? Do they have Handicapped accessibility. Do they have smoke alarms and carbon monoxide detectors in the rooms and hallways? Do they inform their homeowners insurance company to increase their liability and fire policy? But, they DO take money out of the pockets of local motels and restaurants.

We have recently seen a motel demolished where Bojangles is now located. WHY? Too high of a vacancy factor. We have seen a restaurant close its doors after 40 years. VRBO, etc. are the reason motels/restaurants do not make enough money to remain in business.

How can we attract new business and employees to our area when we have a shortage of good quality long term rentals due to the abundance of daily and weekly rentals popping up in our City every day. I own 3 homes in the City, in Residential zones. When I purchased the property a motel was not being run next door. If it were, I would have purchased elsewhere. I lived in Brevard in 1974-76 and returned in 2005 because it had so many great memories and was still a great place to live. I CARE about Brevard. I do not want to see Short Term Rentals ruin it.

Brevard is a desirable place to live, raise a family, retire. The City Council and the Planning Commission are elected/hired to be sure Brevard remains a great place to live. If restrictions are not made to eliminate short term rentals (less than 30 days) in the City limits, our property values will go down and we will no longer be a desirable to live. Our clean, small town atmosphere attracts famous actors like Steve Martin. I don't think he would appreciate the home next to him being rented by the day, do you? If our neighbor, the City of Asheville, and other popular cities across the United States have already seen the need to establish restrictions against short term rentals, then Brevard also needs to implement such a restriction. We don't need to wait until it becomes an emergency. We can stop home owners who rent for less than 30 days before it becomes uncontrollable. These Short Term Rental owners will still be able to rent there homes to Long term Tenants.

Please read the zoning code for the Residential districts and decide if you are willing to re-zone all of the residential zones into Motel/commercial zoning!

i will appear at all the City Council meetings and the Planning Commission meetings until something is done to eliminate Short Tern Rentals. Please pretend you have a home located next door to your house that is run as a Short Terms Rental (Motel), and then make your decision.

Please attach this email to the survey that I completed on line.

Thank you, Pat Pettit

Do you reside or own property in the City of Brevard or its ETJ?*

- Yes
- No

Do you currently, or are you considering, operating a short-term rental in the City?*

- Yes
- No

What values do you see in allowing short-term rentals? Select all that apply.

- Providing additional income
- We need more lodging in our area
- Travelers like alternative lodging options
- None
- Other

What do you see as potential issues of STRs?

- Noise
- Traffic
- Parking
- Safety
- Loss of long-term housing rentals for residents
- Commercial uses in residential neighborhoods
- Other

Where do you believe short-term rentals should be allowed?

- Nowhere (ban them city-wide)
- All districts (no prohibitions)
- All districts except for residential
- Commercial districts only

Please provide any additional comments or concerns.

Receive email copy

Email address

This field is not part of the form submission.

Submit

* indicates a required field

Short-Term Rentals in Brevard

Online Survey, October 19, 2015 – November 19, 2015

Do you reside or own property in the City of Brevard or its ETJ?

199 of 199 Answered (100.0%)

No (45 responses, 22.6%)

Yes (154 responses, 77.4%)

Do you currently, or are you considering, operating a short-term rental in the City?

199 of 199 Answered (100.0%)

No (126 responses, 63.3%)

Yes (73 responses, 36.7%)

What values do you see in allowing short-term rentals? Select all that apply.

199 of 199 Answered (100.0%)

None (20 responses, 10.1%)

Other (24 responses, 12.1%)

Providing additional income (158 responses, 79.4%)

Travelers like alternative lodging options (159 responses, 79.9%)

We need more lodging in our area (124 responses, 62.3%)

If other, please specify.

24 of 199 Answered (12.1%)

24 of 199 Answered (12.1%)

What do you see as potential issues of STRs?

199 of 199 Answered (100.0%)

Commercial uses in residential neighborhoods (54 responses, 27.1%)

Loss of long-term housing rentals for residents (58 responses, 29.1%)

Noise (43 responses, 21.6%)

Other (34 responses, 17.1%)

Parking (58 responses, 29.1%)

Safety (40 responses, 20.1%)

Traffic (42 responses, 21.1%)

If other, please specify.

32 of 199 Answered (16.1%)

32 of 199 Answered (16.1%)

Where do you believe short-term rentals should be allowed?

197 of 199 Answered (99.0%)

All districts (no prohibitions) (148 responses, 74.4%)

All districts except for residential (32 responses, 16.1%)

Commercial districts only (14 responses, 7.0%)

Nowhere (ban them city-wide) (3 responses, 1.5%)

Please provide any additional comments or concerns.

103 of 199 Answered (51.8%)

103 of 199 Answered (51.8%)

Short Term Rental Survey – Additional Comment Answers as of November 16, 2015

1. I don't think a blanket statement nor cause can really address this issue to the best benefit for all. Noise can be an issue if the renters are loud or the rental unit is in very close proximity to others. As a landlord I have had exemplary long and short term renters but also on a few rare occasions the dis-respectful rude one. I have also lived next door to a home owner who showed more disrespect then any bad renters I have had. Stopping short term rental, or making it regulatory restrictive won't necessarily increase availability of long term rentals and if the additional income helps off-set the cost of living here and providing more "tourist" dollars then it benefits everyone.
2. I work for the Planning Department in Asheville and I have seen what an impact short term rentals can have on a neighbourhood and I also realize that enforcement of this issue could become a nightmare
3. In the 7 house cul-de-sac I live in 2 are airbnb so this affects me directly. I don't feel safe not know who is coming in and out of the houses. There are often cars parked in the street and in front of my driveway and we have been disturbed by parties and loud conversation late at night. I like in a 7 house cul-de-sac not a vacation resort
4. Please don't cave in to this "industry" like you did to the developers of the new plaza being built
5. Strangers coming into a private neighborhood. These "short-term renters" are not paying for utilities, i.e. - water, garbage, sewer, etc. They (the owners) are not required to be licensed or, responsible for possible crimes in our neighborhood. These STR's take business away from our local licensed hotels and B and B's
6. The question of how to regulate STR's seems to be motivated by commercial interests; where else could the charge of "unfair competition" come from? In 1976, I worked for a small local firm contracted to help with the ECUSTA plant's overhaul. As a result, I've been saddened by it's closure/demolishing - and Brevard's frustration in trying to attract new manufacturing companies. The tourism business is thus Brevard's best bet for economic growth, so why begrudge and hinder the little guys a chance to attract more visitors and earn a bit besides? And customer reviews do make this a self-regulated business!
7. This survey appears biased because under, " What values do you see in allowing short-term rentals?" a possible answer is "none" this is not an option under the question, "What do you see as potential issues of STRs?" I hope the city looks at actual impacts of

short term rentals, rather than just perceived risks or values. Also please take the time to learn more about sites such as AirB&B and VRBO, they have many safety measures, and hold renters accountable through reviews.

8. When I looked at my emailed copy of the previous survey I filled out, it indicated "all districts except for residential." This was NOT what I intended to mark!! I do NOT see any reason for restricted areas.
9. Whether folks like it or not, temporary tax payers, ie tourists contribute to our community by spending money which creates jobs and tax revenue. Those who stay in STR will often stay longer than the average hotel stay so contribute more. If our community does not have a supply of STR then those Temporary Tax payers will stay in another town and we miss out on their money. If there are problems with specific properties them deal this specific problem. If you need to make some rules then consider these. All Cars must be parked off street and property owner to ensure sufficient parking for the number of beds they have. ie one off street park per three beds You have a noise ordinance already so that is sorted. You have a police force so there is your safety If the city sees there is a problem with a lack of work force housing then address that issue and work with developers to build it rather than trying to force property owners to only own LTR's as an investment. And to those who may not want a STR next door point out the bright side if they have a troublesome renter at least it is only for a short term
10. While I understand the city wanting to have some control over residential property, I also believe that this is a good use for property owned as second homes that would otherwise sit vacant when not in use by the owners. This vacancy may lead to increased property crimes and damage once that vacancy is noted. When we were considering moving to Brevard, we rented the same VRBO, three separate times for three weeks each as we wanted to see what it was like to "live" in Brevard and not just visit on vacation. It resulted in our buying a home and moving here full time. I don't have a problem with this type of rental option in town with the understanding by the owners that any problems (noise, parking, etc) are THEIR problems and they will need to deal with it or perhaps being fined.
11. I believe that regulations is not the answer if individual wish to rent homes and rooms in there house this is there decision. I raise the question what is the idea to regulate short term rentals motivated by?
12. I have personally seen revenue increases to local business due to vacation rentals, bike shops, breweries, restaurants....

13. If there were more bike parking downtown and more ways to ride to areas without encountering traffic, the area would be safer for families with children who ride bikes. This helps expand the family market without necessarily reducing the young adult biking market. The music center clientele may not need the biking access, but the more accessibility for bikers, the less traffic the area will have in general. Additionally, areas with higher rates of crime see crime decrease when more people travel the trails through them.
14. If there were more bike parking downtown and more ways to ride to areas without encountering traffic, the area would be safer for families with children who ride bikes. This helps expand the family market without necessarily reducing the young adult biking market. The music center clientele may not need the biking access, but the more accessibility for bikers, the less traffic the area will have in general. Additionally, areas with higher rates of crime see crime decrease when more people travel the trails through them.
15. If we restrict too much on short term rentals they will become obsolete. Already hard to make income. Lots of people from many places have stayed at our place.
16. Short term rentals should be in areas specifically for vacationers on the outskirts of Brevard . Near to the Parks
17. STR's bring income to our county. Not only do they bring in additional occupancy tax, they bring people to the area who shop, eat, and play in Brevard. This helps not only property owners but also the small businesses in our area that survive off of the tourism in our community.
18. The "vacation rental" idea is taking off all over the World! Hence the huge popularity of sites like VRBO! Transylvania County is a perfect example of an area where people want to "live" in a cabin or a cottage for their vacation, rather than a motel room! Tourism is our mainstay. We need to keep our community as inviting as possible!
19. The description of this inquiry seems as though the city is searching for a solution to a problem that does not exist. You should be aware of four things: A: The folks who visit for a few days in a regular residential house happen to be regular people just like you and me. These folks would be no more prone to create noise than you or me. There could not be any traffic issues beyond you or I at our homes. There could not be parking issues as (just like you or I), they park in their driveway. Trash? no more than you or I in our daily lives. B: Secondly, the cost of visiting for just two nights can set back a visitor around \$800 when you factor in the security deposit, cleaning etc....bottom line is that these are not "low life" people, but fairly high caliber folks. C: I pay taxes monthly to the county and the state for every dollar spent renting my home. D: The hard working folks

who clean these homes rely on this income for their living. These visitors are very highly likely to spend money in all the restaurants and stores in Brevard. Do you want to remove this income from these establishments? Many of my guests are visiting family and friends or often to grieve the loss of a loved one or to attend a local festival, state park or just to visit downtown. A lot of folks would not visit Brevard if you regulate these homes out of existence. Before you proceed any further, please provide proof of this problem: 1: Show how a guest staying in a house for a few days to a few weeks is "commercial"? How is this different from you and I living in our houses? How is safety different? 2: Show that there is a noise problem. Again, how is this different from you and I in our homes? 3: Show that there is a parking issue? Can parking on your own private property be an issue? 4: Show how there is a trash problem? We empty our garbage cans using the city waste service just like anyone would? 5: Show how a traffic issue has been created by someone staying in a home for a few days that would be different from you and I in our homes? Thanks Jonathan Galpin

20. There is not enough lodging opportunities for people visiting this area..period. Neither is there enough decent affordable housing available for long term renting... Never has been!!! Too many trailers that should be condemned yet permitted to be right next to the roads and right next to our rivers and creeks creating huge eyesores and polluting the land and water. Focus on that!!!! The city and county should welcome and support anyone who makes their property available to vacationers and/or long term renters... The property owners should be CREDITED not taxed... Especially homes outside the city limits which use no public utilities(ie water or septic) and bring people here who spend lots of money in the county and some of whom end up buying property here. Tax or fine property owners of condemned homes with junkyards as front yards and trashy trailers. Since our city refuses to attract another major industry to create long term stability via high paying jobs for our residents ... And only focuses on tourism.... Then support the homeowners who rent out their properties, don't tax them, and clean up the eyesores and trash!!!
21. We have successfully rented our home within the city of Brevard since 2009 (a little over 6 years). One time a guest misunderstood my description and picked a vegetable out of the large garden in our neighborhood. We rewrote that sentence and the problem was never repeated.
22. I am the owner of 2 vacation cottages in Penrose and there are also about 4 more in the neighborhood. I can say there is little to no more traffic than if someone lived on those houses and we've never had any noise or safety concerns from our renters
23. I don't think a blanket statement nor cause can really address this issue to the best benefit for all. Noise can be an issue if the renters are loud or the rental unit is in very close proximity to others. As a landlord I have had exemplary long and short term

renters but also on a few rare occasions the dis-respectful rude one. I have also lived next door to a home owner who showed more disrespect than any bad renters I have had. Stopping short term rental, or making it regulatory restrictive won't necessarily increase availability of long term rentals and if the additional income helps off-set the cost of living here and providing more "tourist" dollars then it benefits everyone.

24. I was one of the first to rent a space through airbnb in Brevard and in the years since, I've gotten feedback from so many people saying that there wasn't space available, they couldn't bring their pets, high costs and other issues that would have otherwise prevented them from coming to the area for a sports event, a festival, a wedding, a honeymoon, or a weekend out of the city. There are many people out there who only travel this way now and to restrict it would be a loss of revenue for the community and its individuals, many of us need the extra income since there are very limited employment options in the county!
25. I work for the Planning Department in Asheville and I have seen what an impact short term rentals can have on a neighbourhood and I also realize that enforcement of this issue could become a nightmare.
26. It is entirely inappropriate in a defined subdivision area, and would seem to be a problem in any residential area.
27. Regulations, inspections and permits are needed.
28. The fact that the city is wanting to tax and restrict rentals is ludicrous! This is a much needed service and should not be restricted at all. People renting their property should be encouraged and supported not taxed and restricted. You already collect tax and keep increasing property taxes. I am totally against this proposed local government money grab/theft!
29. We have 4 short term rental houses- our first we added to our bed and breakfast business for overflow in busy months about 5 years ago. Then there were only about a dozen houses on VRBO - now there are over 100. There is more competition now but we have also seen the demand for rental houses grow. People like to have a little more space, a kitchen, laundry, outdoor living space. They enjoy being part of a neighborhood and "living like a local" while they are visiting. STR offer visitors the area another option for a way to experience our area. They stay a little longer often and we think help the economy of other local businesses while they are here while shopping and dining in town, hiring guide services for fishing, waterfalls, or biking. We have always paid NC Sales tax and Transylvania county occupancy tax on these rentals and hope it's a good source of income for the county. We're happy Airbnb is now collecting state and county taxes on rentals booked through their site. We don't feel our STR cause issues like traffic

or noise because a couple or a family usually rent our houses so there are maximum 6 people and 1 or 2 cars which would probably be the same if someone lived in the house full-time. Since we are already inspected by the health department, we maintain the same standards at our rental houses. I hope other STR operators are maintaining high standards, have liability insurance and paying appropriate taxes. We'd be happy to talk about our rentals and how we've seen the market change over the last few years.

30. You expect home rentals in resorts like: Hilton Head, SC, Innsbrook, FL, Connettee Falls, NC, but not in a residential area. We have this problem in our residential area in FL now. It is unsafe for our children. (Renters are screened, and the population is identifiable and fairly stable in a residential community). Now you face the prospect of "strangers" moving in and out on a weekly basis. Sometimes it's all night hours of party time and the residents need to work in the morning. It all sounds great and good for the economic health of the community until the guy next door rents out their home. I think the rentals are very important and vacant winter homes look much better than too many hotels and motels run by the big chains. The cabin rentals, resort rentals, and need for many owners to rent out homes to help pay the taxes is all worth discussing. The city not getting their fair share of taxes generated by the income is not fair at all! That should be first on the list. The pros and cons of residential rentals are another matter! (One year grants to rent until you figure this out.) (There is also the side of: This is my property and I will do with and rent to anyone I choose!) Good luck with this!
31. As a downtown short term rental property owner I feel the need to educate you on the value of the service we are providing this community. We bought a derelict house and rehabilitated it at considerable expense. We did this, not because we wanted to, but because it needed to be done. The house is in our residential neighborhood and it was an eyesore. As city council members well know the infrastructure in this town is old and costs a lot of money to bring up to current standards. Well, that is true about the houses as well. People like us, local citizens, who spend their personal savings to save these old houses and bring them up to standard have to make an adequate return on their investment to justify rehabilitating the houses in the first place. It makes more financial sense to rent to short term vacationers because they 1.) pay more than long term renters, 2.) there is less wear and tear on the house 3.) the house is cleaned and inspected more frequently, and 4.) we are supporting the tourist-based economic model of our town. The leaders of this community have been telling us for years that our economy is now based on tourism and we better get onboard, so we did. The Chamber of Commerce tells us there's a shortage of rooms for the tourists, so we came up with more. Yet it seems the city leaders only want certain people to benefit, (developers and businesses NOT individual citizens). Most of the short terms rental owners in Brevard are individuals like us who live here, pay all our taxes, and reinvest our money into the community. Several of the guests who have stayed with us this year have been moving to Brevard. Others want to experience the joys of living in a area where they can walk to

downtown shops. There are only three bed and breakfasts and one motel close enough to town to walk downtown. Without downtown short term rentals like ours tourists will go to other mountain towns where they can stay in town. You can NOT build an economy based on tourism without short terms rentals when there aren't even motel rooms. If there are bad apples amongst the short term rental owners, they should be held accountable, but down't throw out the baby with the bath water. Ask residents on our street and I'm certain they will tell you that having a VRBO as a neighbor has been an improvement over what was there before. All of our guests leave with glowing reports about their downtown Brevard experience. AND Don't assume restricting short term rentals will mean the short term rentals will convert to long term. They are not necessarily related in the way you assume. There's always been a shortage of long term rentals in this community. People will not spend the money to rehabilitate these old derelict houses in this community unless they can recoup the costs and the costs are high. Without short term rentals as an option, fewer people will be willing to renovate old houses and they will sit derelict for longer and longer, unused and unoccupied. I've been a long term landlord in this town before and I would never do it again. With VRBOs if you get a bad guest (which we have never had) they are gone in a few days and then you give them a bad review and you never rent to them again. If you get a bad long term renter it takes legal action and eviction notices and all sorts of headaches and a lot of time to get rid of them. If we can't use our property as a short term rental, I will not rent to long term renters. Never! This survey and the city council seem to be biased against short term rentals. For example, I know of no "issues" related to short term rentals but your question above makes it sound like there must be some negative impacts. We have had nothing but positive experiences, as least until now, when the City of Brevard started making it sound like we are somehow bad citizens who are denying long term housing to our community. We are good, responsible citizens who pay our taxes and reinvest in our community. And this is how we are treated? If the city wants to see more long term rentals available maybe it should buy some property and see just what it takes to make it habitable and what kind of rents you need to charge to pay for your investment! Also, you don't even bother to define "short term rentals" Is it less than 30 days? Less than 90 days? Less than six months? I hope someone will read this and pay attention to what I have written.

32. If there were more bike parking downtown and more ways to ride to areas without encountering traffic, the area would be safer for families with children who ride bikes. This helps expand the family market without necessarily reducing the young adult biking market. The music center clientele may not need the biking access, but the more accessibility for bikers, the less traffic the area will have in general. Additionally, areas with higher rates of crime see crime decrease when more people travel the trails through them.

33. The "vacation rental" idea is taking off all over the World! Hence the huge popularity of sites like VRBO! Transylvania County is a perfect example of an area where people want to "live" in a cabin or a cottage for their vacation, rather than a motel room! Tourism is our mainstay. We need to keep our community as inviting as possible!
34. The city needs to leave this alone.
35. The city should watch them, and pursue complaints on an individual basis. The city should regulate them as the city sees fit. The city should not penalize all for the actions of a few.
36. There is not enough lodging opportunities for people visiting this area..period. Neither is there enough decent affordable housing available for long term renting... Never has been!!! Too many trailers that should be condemned yet permitted to be right next to the roads and right next to our rivers and creeks creating huge eyesores and polluting the land and water. Focus on that!!!! The city and county should welcome and support anyone who makes their property available to vacationers and/or long term renters... The property owners should be CREDITED not taxed... Especially homes outside the city limits which use no public utilities(ie water or septic) and bring people here who spend lots of money in the county and some of whom end up buying property here. Tax or fine property owners of condemned homes wuth junkyards as front yards and trashy trailers. Since our city refuses to attract another major industry to create long term stability via high paying jobs for our residents ... And only focuses on tourism.... Then support the homeowners who rent out their properties, don't tax them, and clean up the eyesores and trash!!!
37. This is a great revenue source for the county and state through occupancy taxes, and area businesses also benefit.
38. Why are we even discussing this? We are a community which depends on tourism. People love it here for the smal town atmosphere, LOW taxes, small government, beautiful waterfalls and outdoor activities. So now the City Council wants to deter residents from providing much needed lodging for tourists and those looking at our area to potentially relocate to. This is absurd for MANY reasons. Firstly, Some people rent because it is the only way to afford to live here due to the lack of employment opportunities in this county. The fact that there is basically no industry here and the only jobs are tourism based, makes the potential of renting one's home as a STR or Airb&B a way to afford to live here and not have to move to other cities with more job opportunities. By Restricting STRs the City Council will in effect force some folks to sell or foreclose. What's next? Will the City Council place ordinances on anyone who rents long term or place restrictions on how often homeowners can have family and friends visit or limit the number of family and friends that can stay in their homes???? The same

lack of logic applies to those scenarios. Secondly, since this is a tourism based community with very little options for people wanting to vacation here, STRs are needed. Many vacationers want to stay in a house not a hotel or motel. We need STRs and they are already taxed (which I do not agree with). I have lived in several different parts of this county and I have lived next to a STR for several years. There was NEVER any issues. In fact it was great meeting people for all over and taking some folks hiking etc. The STR property is always kept very nice (UNLIKE many properties around this city and county which are huge eyesores and should be condemned). These vacationers spend a lot of money in our city and county. To place ordinances on the home owners who are accommodating them is ridiculous. Lastly, the other "potential concerns" are baseless. SAFETY? most crime and accidents around here are caused by and committed by locals...FACT! PARKING? What parking problem? Just because one cannot always get a spot directly on Main Street does not mean we have a parking problem...It only means we have a laziness problem. Park at the library, park across from Big Mikes, park in the public parking ares..and WALK a block and get over it! TRAFFIC? really? Anyone who complains about traffic has no clue what traffic looks like. BUT I will say this, Ever since the traffic pattern was changed several years ago, it gets clogged on S Caldwell. Easy fix...put it back they way it was and install a turn signal on Main street onto 64...done! NOISE? never in all the years I lived next to a STR was there ever a noise problem The only noise problems I ever experienced around here was from construction LOSS OF LONG TERM RENTALS: I have lived here a long long time...there has always been a lack of DECENT places to rent. This county allows way too many trashy looking trailers and has no zoning which is huge problem. Here is an idea...bring an industry to this county that pays high wages and employs a lot of our natives, then people will be able afford to live here and afford to get out of the trailers into houses. Jobs= Income=buying power for residents of this county to actually buy and not have to rent! COMMERCIAL USES IN RESIDENTIAL NEIGHBORHOODS: With that mentality, then we cannot allow long term rentals either. And anyuone who knits a scarf while sitting in their home then sells it...well we cannot allow that either, or someone making furniture in there workshop, we will have to put an end to that too, oh and do not forget about the artists, creating music, paintings or sculptures,etc,..better restrict them too!!! STRs are not commercial, they do not sell a product, they do not have hours of operation, they do not interfere with anyone enjoying their own homes. They only HELP our community. The City Council and county needs to get off its "tax and restrict" ride its been on get its feet back on the ground and focus on the real issues this county and city faces ie need for JOBS, crack down on drugs, plan for bike paths, rails to trails, etc.

39. Brevard is becoming a tourist destination and the lack of short term rentals and hotels etc is impeding visitor numbers. I am considering a basement conversion to an apartment to provide short term rentals to visitors.

40. I believe each property should be considered related to adjacent properties and neighborhood homeowners.
41. I submitted my comments to Aaron Bland. Please attach my email to this survey. Thank you, Pat
42. I think what owners want to do with their privately owned property is their own business. If a large corporate entity starts buying out a majority of residences, that should be limited to commercial districts. Perhaps permitting if you own 3 or more properties within the county?
43. Overall, they are not any more of a problem than any other home. Even permanent, home owners can be noisy and disrespectful of neighbors. Don't create a government policy to take care of individual, sporadic problems. Deal with those on a case by case basis as necessary. If it is a "room" tax issue, then certainly address that if you must. Otherwise, stay out of it
44. STR, sometimes referred to as P2P (peer to peer) rentals, are an innovative way to meet the changing needs of the 21st century traveler. They often provide a different type of accommodation than the usual offerings. In of the case of Brevard and the surrounding area the benefits of having a wide variety of mixed types of short term lodging available will only encourage more visitors; visitors who will bring more money into our county's economy. This means more spent on activities, food, merchandise, services, and taxes, as well as providing additional income for the residents of the area who will provide the lodging. STRs can be a way for middle class and retired folks to help make ends meet after taking some heavy hits in recent years. Brevard could be a welcoming, forward looking place for travelers who want a wide choice (choice is good, right?) in accommodations. As far as negatives --- the STR market makes it difficult for people to survive in it who do not provide a good value and good accommodations, in that way the guests monitor it well. (Reviews make or break a place.) Please don't make something far more complicated than it needs to be. Regulations beyond the basic safety (smoke and CO2 detectors, fire extinguishes, egress) are unnecessary, may turn people away towards more welcoming areas of the mountains, and make it difficult for those who could need the additional income. Thank you.
45. We need less government regulations!
46. As an agent here in Transylvania County and working in the heart of Brevard...I have many clients that love short-term rental housing to come and stay for a week or so and view all of our beauty in the atmosphere of living in a home instead of a hotel.

47. I don't think a blanket statement nor cause can really address this issue to the best benefit for all. Noise can be an issue if the renters are loud or the rental unit is in very close proximity to others. As a landlord I have had exemplary long and short term renters but also on a few rare occasions the dis-respectful rude one. I have also lived next door to a home owner who showed more disrespect then any bad renters I have had. Stopping short term rental, or making it regulatory restrictive won't necessarily increase availability of long term rentals and if the additional income helps off-set the cost of living here and providing more "tourist" dollars then it benefits everyone.
48. I have been a host for air bnb for a month now. It has been very enjoyable with not a single problem cropping up. I have a guest or two every weekend and get to make friends, show them our beautiful town, and make some extra money. So far, they have all been professional people who own homes. On air bnb you can choose the dates you want to rent your space, as well as who you want to allow in. You make the rules you are comfortable with. I only have guests when I am home and not working, because that's what Im comfortable with. Some weekends even the air bnb spots have been full, as well as hotels! I see this as a win win situation for myself and for the local economy as more people can visit Brevard and spend their money in restaurants, shops, and may decide to move here.
49. STR's bring income to our county. Not only do they bring in additional occupancy tax, they bring people to the area who shop, eat, and play in Brevard. This helps not only property owners but also the small businesses in our area that survive off of the tourism in our community.
50. We have been visiting Brevard for quite a few years before purchasing a retirement home there. In just a few short years property and land values have increased and this is simply due to the increase in the tourist traffic here. Now in so far as the tourist traffic you appreciate a higher level of tourist, bikers, hikers etc that respect the land. It is not at all like the crowds you see at Gatlinburg who seek kitschy China made trinkets. Those that use the VRBO homes in Brevard are almost always a higher end clientele who can afford to use these homes. You take away those rental options you take away a lot of your revenue stream to the city as well as the property values which leads to a lower tax base. These people do not particularly like using hotels and motels. Brevard has a tremendous resource available to them with a market that 'health' conscience people enjoy, that is very rare. I would not mess up the momentum you have established by eliminating these peoples ability to enjoy Brevard.
51. Why is the city wanting to get involved with this issue? Are you wanting to increase taxes on the accommodations within the city limits Please leave the issue alone. All has worked well until now. We do not need the City of Brevard interfering.
52. Being a part time resident I need my home when in Brevard. It would sit empty if there were not occasional visitors. I cannot do long term rental because of my personal time

needed to live there. I understand that long term rentals are at a premium, but my experience with short term has been positive, but i am sure there are exceptions.

53. I have had a home on VRBO. I paid occupancy taxes to our city and to the NC Department of Internal Revenue. I have a VRBO house next door to me now and have had NO problems with traffic, noise, or safety issues.
54. I live in a neighborhood where the house across the street is occupied by the owner who is also affiliated with airbnb. I did not even know she was doing this; I just thought she had a lot of company. Other people here object to this, but my husband and I don't - the house was empty and deteriorating for 2+ years before she bought it and improved it. I can actually see it as an asset to the community - overflow capacity for extra company, an intro to our neighborhood for people considering moving here. I would not want to see a big sign go up - I would like to preserve the residential appearance of the neighborhood - but I think it can be a win-win for the city, the county, the owner, and our community - Waterford Place - if it's handled properly.
55. Short-term rentals are being offered without permitting or regulation enforcement. In my neighborhood, this is causing problems and bad feeling.
56. The city has so much to offer tourists and many businesses rely on them to survive. There is very little lodging within the city that is walking or biking distance to downtown. Not everyone wants to stay in a hotel. Guests that have stayed with us have commented that in 4 days they ate 4 dinners and 2 breakfasts in restaurants another couple stated they spent over \$400 in 3 days shopping and dining downtown. Both said they would not have spent as much money and time downtown had they stayed at one of the many cabins out in the county. Brevard is promoting itself as a tourist town in several national magazines and is thriving. I agree that regulations need to be put in place. I am sorry I did not know about or attend the public meeting concerning short term rentals. Thank you, Kevin Dennis
57. The fact that the city is wanting to tax and restrict rentals is ludicrous! This is a much needed service and should not be restricted at all. People renting their property should be encouraged and supported not taxed and restricted. You already collect tax and keep increasing property taxes. I am totally against this proposed local government money grab/theft!
58. We could research more about the complexities of different residential districts for the last question, and you might have spelled out the different residential districts. Single-family neighborhoods perhaps have the most to lose when it comes to community environment degradation. I am disappointed there was lack of distinction between airbnb and vrbo rentals in your questions.

59. When I looked at my emailed copy of the previous survey I filled out, it indicated "all districts except for residential." This was NOT what I intended to mark!! I do NOT see any reason for restricted areas.
60. My guests provide income for merchants, restaurants, and Transylvania County . The occupancy tax that they pay supports the chamber of Commerce and helps to attract more visitors I should be allowed to do as I wish with my property .
61. I am personally confused as to how this is a concern for anyone. Generally those who rent via VRBO pay a lot of money to stay in homes for a variety of reasons including, but not limited to, people traveling with pets. When we purchased our house, we made renovations that have improved the neighborhood because we also use the house as a "city" home. We decided to rent it in VRBO to help offset expenses when we rent it. I have had someone stay here for the past couple years who has been looking for a place in Brevard like ours. Here point is that someone staying that long needs a place to cook some meals. This is not possible in hotels. This lady is now building a dorm for girls at the Music Center. We encourage tourism, we pay taxes, and we provide a comfortable environment for people. If some owners have issues with their tenants, they should perhaps refine their requirements. In our case, we have had people from France who cannot wait to return to our house. Regarding any impact this may have on long-term rentals, they are two entirely different things. People who want to rent long term expect to pay a lot less per month and do not ask to rent our house and vice versa. Often THOSE are the people who create issues.
62. I have been a host for air bnb for a month now. It has been very enjoyable with not a single problem cropping up. I have a guest or two every weekend and get to make friends, show them our beautiful town, and make some extra money. So far, they have all been professional people who own homes. On air bnb you can choose the dates you want to rent your space, as well as who you want to allow in. You make the rules you are comfortable with. I only have guests when I am home and not working, because that's what I'm comfortable with. Some weekends even the air bnb spots have been full, as well as hotels! I see this as a win win situation for myself and for the local economy as more people can visit Brevard and spend their money in restaurants, shops, and may decide to move here.
63. Short term rental is something we have done for years in other locals. The primary reason we started renting short term in Brevard is because the long term rental rates did not allow us to maintain the property to acceptable standards. The lack of short term lodging, low paying job market, and a lack of student housing pushed us into short term rental. If you discontinue short term rentals it will depress neighborhood property values in downtown Brevard, guaranteed!!! Also, it will send vacationers and tourists that support downtown Brevard to neighboring communities. Please do your homework

on this one, not allowing STR is a bad idea for everyone, even those who don't understand. Also, we have followed all City, County, State, and Federal regulations that we are aware of. We have a business license and pay all taxes timely.

64. The question of how to regulate STR's seems to be motivated by commercial interests; where else could the charge of "unfair competition" come from? In 1976, I worked for a small local firm contracted to help with the ECUSTA plant's overhaul. As a result, I've been saddened by it's closure/demolishing - and Brevard's frustration in trying to attract new manufacturing companies. The tourism business is thus Brevard's best bet for economic growth, so why begrudge and hinder the little guys a chance to attract more visitors and earn a bit besides? And customer reviews do make this a self-regulated business!
65. 1} Operating a short term rental is operating a business so it shouldn't be in a residential area. 2} Allowing short term rentals opens the door for investors to start buying up properties in town which changes the "vibe" of the neighborhood. 3} Short term rental properties next door to ones home would lower property values and deter prospective home buyers from purchasing your home. Would you buy next door to one?
66. Concern for insurance liability. In a small residential development a concern for a larger use of water and additional garbage
67. I realize that some people will always abuse the system. I rent out one room in my house with Airbnb and there is NO downside. Please at least let us rent out rooms in houses we actually live in. There's no noise, traffic, parking problems or garbage. I've had nothing but wonderful guests who love Brevard and stay with me because they can walk to town. They eat and shop downtown and hike on our trails. Thanks.
68. I think control of short-term rentals can be achieved through other routes (besides banning them in residential neighborhoods). Banning UNREGISTERED housing would be a step towards control. Registering could have a small fee attached which could be put towards the construction of more affordable housing (\$200 or so). Unregistered housing could be penalized heavily so that those who can't afford to properly maintain properties are discouraged from short-term rentals in the first place. A community-policing group could be empowered to search for properties on all the big sites (airbnb, vrbo, etc) to provide data to the city for better enforcement. Once registrations are compliant (and as laws change), regulations based on a need for residential safety or other state compliance can be put into place.
69. Short-term rentals (B&B home and B&B inn) are currently allowed in GR zoning, subject to additional conditions. Those conditions are adequate to protect neighborhoods with two exceptions: There should be a restriction on how many B&B homes there can be in proximity to one another (there is now no restriction), and a permit should be required

for a B&B home with neighborhood approval required before the permit is issued. Regulation needs to be tightened in the various MX districts, with all rentals requiring permits and inspections and with all rentals required to provide adequate off-street parking.

70. There is a need for STR or they would not be so popular! Rather than restricting STR, perhaps there should be efforts to encourage and stimulate those areas of the community that are feeling threatened. Competition is by definition "the activities of people who are trying to get something that other people also want." Rather than expecting owners of STR to change how they do business, the community could develop incentives for investors interested in providing any LTR properties where the community feels there is a shortage...and maybe area hotel/motel businesses that feel they are not getting their piece of the pie should reevaluate what they have to offer guests coming to Brevard and make competitive choices!
71. This survey appears biased because under, " What values do you see in allowing short-term rentals?" a possible answer is "none" this is not an option under the question, "What do you see as potential issues of STRs?" I hope the city looks at actual impacts of short term rentals, rather than just perceived risks or values. Also please take the time to learn more about sites such as AirB&B and VRBO, they have many safety measures, and hold renters accountable through reviews.
72. Whether folks like it or not, temporary tax payers, ie tourists contribute to our community by spending money which creates jobs and tax revenue. Those who stay in STR will often stay longer than the average hotel stay so contribute more. If our community does not have a supply of STR then those Temporary Tax payers will stay in another town and we miss out on their money. If there are problems with specific properties them deal this specific problem. If you need to make some rules then consider these. All Cars must be parked off street and property owner to ensure sufficient parking for the number of beds they have. ie one off street park per three beds You have a noise ordinance already so that is sorted. You have a police force so there is your safety If the city sees there is a problem with a lack of work force housing then address that issue and work with developers to build it rather than trying to force property owners to only own LTR's as an investment. And to those who may not want a STR next door point out the bright side if they have a troublesome renter at least it is only for a short term
73. I think what owners want to do with their privately owned property is their own business. If a large corporate entity starts buying out a majority of residences, that should be limited to commercial districts. Perhaps permitting if you own 3 or more properties within the county?

Short Term Rental Survey – Additional Values in Allowing as of November 16, 2015

1. Allow people to get to know the area and it's residents.
2. Enjoy hosting & meeting people from other areas See Form
3. Extension of our main business
4. It is a wonderful way to show visitors our brevardian hospitality and offers me wonderful ways to meet new people and network
5. more and more people travel with pets and want to stay in houses/cabins, not hotels or B&Bs
6. More tourism spending in the city.
7. more tourists equal more jobs and more income for the local businesses and citizens
8. Promote tourist, with business revenue, employment and tax revenue.
9. Provides places to stay for people looking to buy property in our county.
10. Tax revenue for the city
11. Allow people to get to know the area and it's residents.
12. Brings visitors to all the businesses in the area.
13. I have seen that vacation rentals provide tourist revenue that isn t normally seen in the area.
14. It is a wonderful way to show visitors our brevardian hospitality and offers me wonderful ways to meet new people and network
15. Local economic stimulus is undisputable. Guest are here to experience Brevard in the most intimate way. They walk eat and shop. We can not let this go ?? I support compliance with existing laws weather that be the collection of taxes ,registration requirements or other provisions. However we believe any regulations on short-term rentals should be easy to locate, understand and comply with, and existing regulations tend to provide ample tools for addressing the actions of a few bad apples, for example, noise ordinances, neighborhood parking regulations, trash guidelines.
16. more and more people travel with pets and want to stay in houses/cabins, not hotels or B&Bs
17. more tourists equal more jobs and more income for the local businesses and citizens
18. Tax revenue for the city
19. This allows us to continue to own our Brevard home. We'd have had to sell it (under market value) if vacation renting weren't an option.
20. Travelers meet the local people and create connections, get to know the area, and sometimes MOVE here.
21. Enjoy hosting & meeting people from other areas

Short Term Rental Survey – Additional Potential Issues as of November 16, 2015

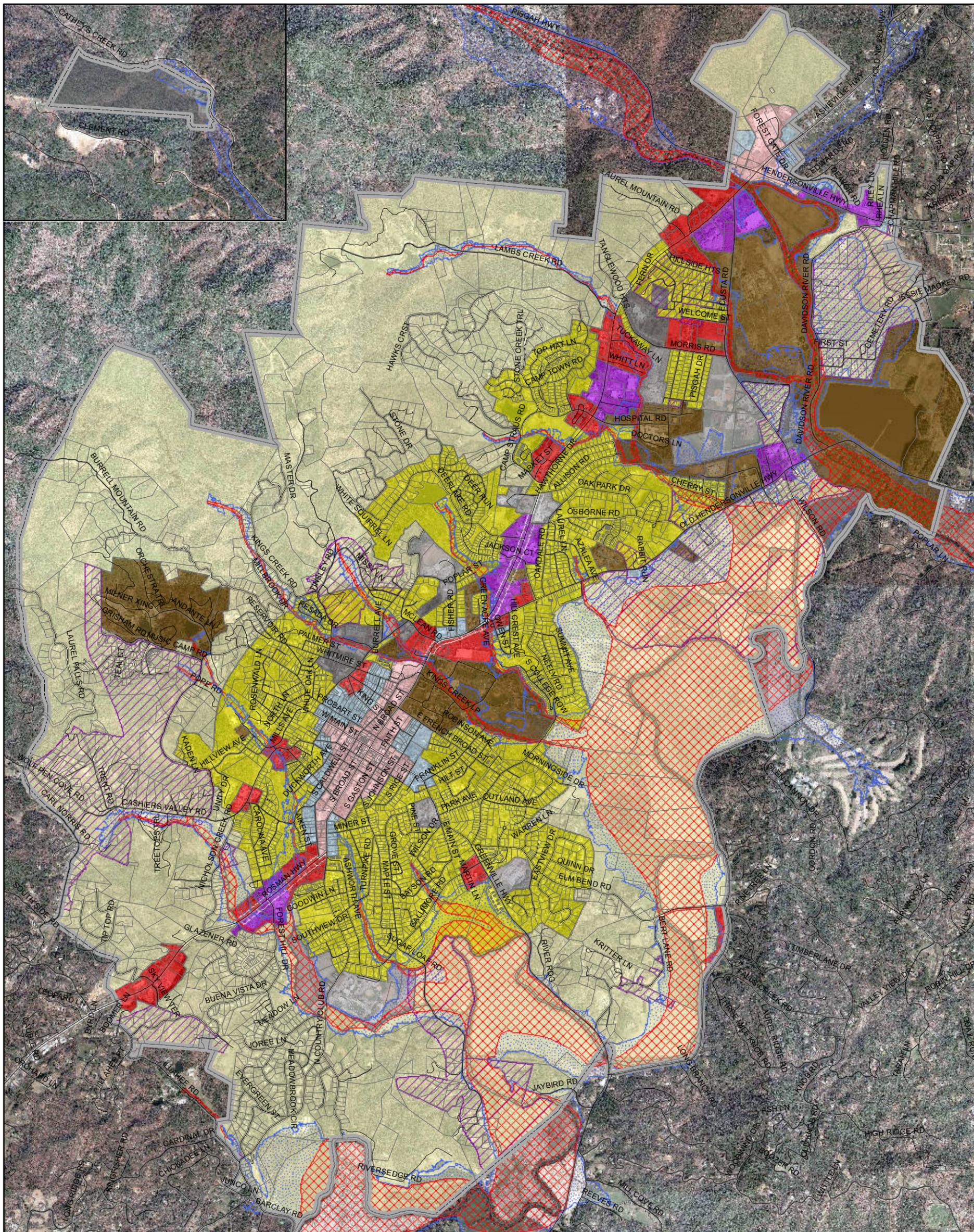
1. All of the above also apply to long term rental and home ownership so to singal out STR in a little unfair
2. I can't see any issues. As a home owner, we place restrictions on the guests to prevent problems.
3. I see no negatives. Most crime committed in our community is drug related and locals theft. Noise... Never had to complain about noise except construction noise starting at 7am
4. In our case, which is part time. I don't think that there are issues. When our house is rented then there are a few nice people on site, just as there are when the property is not rented. It would be hard for our neighbors to tell the difference. No extra noise, traffic, or parking problems.
5. larger use of of water system and additional garbage
6. None
7. Overall increase in housing prices to the detriment of large segment of residents who aspire to own their own property.; less affordability -- investors will drive up prices for those wishing everyday living.
8. there are no negatives only positives. The only negative is the fact that the city council is wanting to place ordinances on our citizens who are already taxed enough and who are providing much need lodging for tourists and people looking to buy and/or build in our county.
9. Although we have never had a noise complaint, if there are specific town noise ordinances, etc, it would be nice to have that information to share with renters to prevent any possible conflicts.
10. I can't see any issues. As a home owner, we place restrictions on the guests to prevent problems.
11. I see no negatives. Most crime committed in our community is drug related and locals theft. Noise... Never had to complain about noise except construction noise starting at 7am
12. My neighbors have always commented that they never even notice I have guests. Ample parking and strict house rules for visitors have allowed me to accommodate both my neighbors' concerns as well as my guests. I think it is important for any person considering to rent out short term to be vigilant communicating with surrounding neighbors. I go great distances to make sure not to interrupt on my neighbors private lives via my rental.
13. No negatives... Brings people here who in turn ship and sirens money here and who often end up buying property here. This survey should not even be circulating. We are not Asheville!!!
14. None
15. there are no negatives only positives. The only negative is the fact that the city council is wanting to place ordinances on our citizens who are already taxed enough and who are providing much need lodging for tourists and people looking to buy and/or build in our county.
16. All of the above also apply to long term rental and home ownership so to singal out STR in a little unfair
17. bring income and visitors to the city and surrounding area.
18. I do not see any issues, that would not be an issue regardless of length of rental.
19. I have not experienced any issues at all.
20. no issues that do not already exist with or without STRs

21. No negatives... Brings people here who in turn ship and sirens money here and who often end up buying property here. This survey should not even be circulating. We are not Asheville!!!
22. None
23. None of the above. It reduces parking problems because tourist can walk to town.

November 5, 2015 Summary of Public Input

- Questions of why? Some advocate for consistency.
- What ignited interest on the issue?
- People running STR already in compliance.
- Manager STR in city... info. Chamber seemed to imply regulations a “done deal.”
 - Self and customer regulate us. Would be out of business quick if customers do not have good experience.
 - Complaints – Cops: no reason for more laws for cops to enforce. Why call planning department?
 - Good for tourism; tax base for city.
 - Bikers like not having to worry about theft of bikes.
 - Can review guests.
- Own/manage/live next to STR. Never had an issue.
- Requires guests to sign contract for good behavior.
- Want people to be happy and bring in income for the city.
- If too many cars and traffic are the issue (cars/etc.), then you better start regulating private homes too. Look at all the cars during a house party. Why not regulate that?
- Not Asheville; don’t regulate us like Asheville.
- Don’t enforce regulations we have on the books. Enforce.
 - These should be in commercial districts.
 - Would not have bought in residential districts if they knew it could happen.
- Concerned in regards to STR:
 - Density of rental can be a problem.
 - Enforce existing regulations – adequate if clear.
 - Most concerned about full house rentals.
- The tone of both presentations was to make these more doable.
- The tone of both presentations was to regulate STRs more.
 - We self-regulate – don’t want over-occupancy due to wear, tear, and clean-up.
 - We ask tenants lot of questions.
 - Don’t want trouble with neighbors.
- If you turn everything to “self-regulate” we will have no regulations.
- Daniel Tressler: I run 1 b/b and 4 STRs.

- Should be treated the same as B&B; no difference.
- STR's often empty; less traffic than a long term rental.
- Prefer some regulations, inspections, liability insurance... protocol.
- Economic impact goes well beyond taxes.
 - Put money; improve buildings.
 - Sales tax from restaurant visits and etc.
 - Home owner's association rules should be addressed like at Deerlake.
- New operators - Very positive experience, no problems.
 - Neighbors don't know the difference between personal or paying guests.
 - I am a responsible person.
 - I get to rate my guests.
- City position that STR is **NOT** a B&B
- Live in HOA with a STR.
 - Any regulations on whole house rentals?
 - DC: Asheville & Lake Lure.
 - Concerns about property values going down.
- Have nothing against STR, but feel strong that there should be regulations in commercial areas.
 - Suspect that many are not paying taxes.
- We use ABB/VBRO Because of financial data security.
 - Neighbors never had issues.
 - Love to know of an issue.
- Smaller number of bad seeds than good actors – one sided discussion.
- Passionate regarding my STR – Pride in her STR.
 - Talked to neighbors first.
 - Ambassador for Brevard.
 - Salvaged dilapidated homes.
- Live near STF, no problems.
 - Signs? Could change neighborhoods to signs.
 - Protect neighborhood visual character.



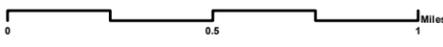
- City of Brevard Regulatory Jurisdiction
- Zoning Districts**
- General Industrial
- Corridor Mixed Use
- Downtown Mixed Use
- Neighborhood Mixed Use
- Residential Mixed Use
- Institutional Campus
- General Residential (6)
- General Residential (4)
- Special District
- Floodway & Zone AE
- Zone AE
- Manufactured Home Overlay District
- Highway Corridor Sign Overlay

- List of Map Amendments:**
- April 03, 2006, Ordinance 08-06, Effective Date
 - May 07, 2007, Ordinance 05-07, French Broad Place
 - May 21, 2007, Ordinance 07-07, Gravely
 - September 17, 2007, Ordinance 12-07, Cowart / Conley
 - October 05, 2007, Ordinance 14-07, Brevard Community Church
 - December 03, 2007, Ordinance 20-07, Morris Road
 - March 17, 2008, Ordinance 04-08, Bridges
 - February 02, 2009, Ordinance 03-09, Davidson River Village
 - June 15, 2009, Ordinance 11-09, Brevard Music Center
 - June 15, 2009, Ordinance 12-09, Transylvania Regional Hospital
 - June 15, 2009, Ordinance 13-09, Broad River Terrace
 - July 06, 2009, Ordinance 16-09, Duvall
 - May 17, 2010, Ordinance 09-10, ETJ Extension
 - January 24, 2011, Ordinance 08-2011, Habitat for Humanity
 - March 07, 2011, Ordinance 09-2011, Gardens at English Village
 - April 18, 2011, Ordinance 10-2011, Cottages at Brevard
 - June 20, 2011, Ordinance 13-2011, The Family Place at Transylvania County
 - February 20, 2012, Ordinance 2012-05, SAFE, Inc.
 - March 18, 2013, Ordinance 2013-02, Jennings Industrial Park
 - May 20, 2013, Ordinance 2013-05, Brenton
 - April 21, 2014, Ordinance 2014-07, Brevard College
 - September 15, 2014, Ordinance 2014-21, Brevard Place
 - March 2, 2015, Ordinance 2015-01, Bryson
 - May 10, 2015, Ordinance 2015-10, Lockhart
 - November 16, 2015, Ordinance 2015-34, Bawden

I hereby certify that this is the Official Zoning Map of the City of Brevard, NC, referred to in Chapter 1, Sections 1.1 & 1.11 of the City of Brevard Unified Development Ordinance, adopted by the City Council of the City of Brevard on April 03, 2006 and subsequently amended.

Jimmy Harris, Mayor Date

Desiree Perry, City Clerk Date



**Official Zoning Map
of the
City of Brevard
North Carolina**



March 21, 2016
City of Brevard Planning Department
95 West Main Street
Brevard NC 28712

New Business

STAFF REPORT

City Council, May 16, 2016

Title: Certificate of Sufficiency and Resolution Fixing A Date of Public Hearing
Challenge Foundation Properties of Brevard, LLC, Petition for Voluntary
Non-Contiguous Annexation

Prepared by: Desiree Perry, City Clerk

Approved by: Jim Fatland, City Manager and Finance Director

Executive Summary: Council will consider accepting a Certificate of Sufficiency on the voluntary non-contiguous annexation Petition submitted by Challenge Foundation Properties of Brevard, LLC,, and, adoption of Resolution No. 2016-XX Fixing A Date of Public Hearing on the Question of Annexation.

Background: On March 17, 2016, Challenge Foundation Properties of Brevard, LLC, submitted a Petition for voluntary non-contiguous annexation of their property located at 1110 New Hendersonville Highway, Pisgah Forest, NC 28768, consisting of 10.98 acres. Transylvania County Property Identification Numbers: 9507-02-3649-000 and 9507-02-3957-000

Discussion: Council directed the Clerk to investigate the sufficiency on April 18, 2016, by Resolution No. 2016-04. The City Clerk has investigated, and consulted with the City Attorney, and found the Petition is signed by all owners of real property lying in the area described therein, in accordance with NCGS 160A-31.

Fiscal Impact: None

Policy Analysis: None

Staff Recommendation: Staff recommends Council take action by motion to: (a) Accept the Certificate of Sufficiency; and, (b) Adopt the drafted Resolution No. 2016-XX Fixing A Date of (June 20, 2016) for the Public Hearing on the Question of Annexation; and, (c) direct the City Clerk to forward the Petition to the Brevard Planning Board for review and recommendation to Council.

Certificate of Sufficiency

I, Desiree D. Perry, City Clerk, do hereby certify that I have investigated the petition submitted by **Challenge Foundation Properties of Brevard, LLC**, PIN 9507-02-3649-000 and 9507-02-3957-000 containing 10.98 acres more or less, and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with NCGS 160A-58.2.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Brevard this 16th day of May, 2016.

(Seal)

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2015-_____

**A RESOLUTION FIXING A DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO
NCGS 160A-58.2, AS AMENDED**

WHEREAS, a petition regarding annexation of the non-contiguous area described herein has been received; and,

WHEREAS, the Brevard City Council has by Resolution No. 2016-04 directed the City Clerk to investigate the sufficiency thereof; and,

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

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

Section 1. That a public hearing on the question of annexation of the contiguous area described below as requested by Challenge Foundation Properties of Brevard, LLC, will be held at Brevard City Hall at 7:00 P.M. on the 20th day of June, 2016.

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

Location: 1110 New Hendersonville Highway, Pisgah Forest, NC 28768. Tax Property Identification Numbers 9507-02-3649-000 and 9507-02-3957-000

Metes and Bounds Property Description:

Beginning at a #4 rebar and cap located in Boyd Township, Transylvania County, North Carolina, on the southern margin of the 150' right-of-way for New Hendersonville Highway (US-Hwy 64); said rebar being located S 12°53'13" E a ground distance of 54.92' from North Carolina Geodetic Survey Monument "Dill", which monument has the NC Grid NAD 83 (2005) Coordinates of N= 573,662.68' and E= 900,528.98'; thence running with the property line established in Plat File 12, Slide 378 as recorded in the Transylvania County Registry and shown on recombination Plat File 16, Page 667 as recorded in said registry S 56°00'57" E a distance of 27.01' to a #4 rebar and cap; thence N 89°17'24" E a distance of 11.85' to a #4 rebar and cap in the western margin of Glade Creek Road; thence S 13°24'31" E a total distance of 113.13' to a 2" iron pipe, passing a #4 rebar at 82.97'; thence leaving the margin of Glade Creek Road and with the line of Jack Thomas (trustee) as recorded in Deed Book 97, Page 837 in said registry the following six (6) calls: S 83°53'59" W a distance of 92.89' to a calculated point; thence S 34°50'54" W a distance of 69.11' to a calculated point; thence S 24°02'20" E a distance of 27.95' to a calculated point; thence S 02°44'42" E a distance of 60.47' to a calculated point; thence S 05°05'18" W a distance of 98.55' to a calculated point; thence S 03°47'42" E a distance of 143.87' to a calculated point; thence with the line of Larry and Rebecca Wyke (trustee) as recorded in Deed Book 613, Page 148 in said registry the following two (2) calls: S 08°24'12" E a distance of 159.86' to a calculated point; thence S 12°10'42" E a distance of 88.05' to a calculated point; thence with the line of Lionel Gash as recorded in Deed Book 295, Page 517 in said registry and with the line of Zilla Gash as recorded in Deed Book 295, Page 515 in said registry the following two (2) calls: N 83°26'09" W a distance of 43.79' to a #8 rebar; thence S 07°16'57" E a distance of 588.84' to a 2" iron pipe; thence with the line of Neal Anders as recorded in Deed Book 343, Page 201 in said register S 08°30'41" E a distance of 12.43' to a #8 rebar; thence with the line of John and Karen Kiser as recorded in Deed Book 434, Page 146 in said registry the following two (2) calls: N 72°49'24" W a distance of 113.04' to a #4 rebar; thence S 82°35'02" W a distance of 112.01' to a #4 rebar; thence with the Eugene Mathis line as recorded in Deed Book 50, Page 129 in said registry N 04°32'56" W a distance of 322.40' to a #4 rebar; thence with the Blue Ridge Gardens of Memory, LLC as recorded in Deed Book 597, Page 269 in said registry to following six (6) calls: N 23°01'20" W a distance of 18.66' to a #4 rebar; thence N 25°22'39" W a distance of 10.00' to a #4 rebar; thence N 27°48'49" W a distance of 407.23' to a #4 rebar; thence N 06°49'19" W a distance of 128.66' to a #4 rebar and cap; thence N 06°45'07" W a distance of 351.58' to a #4 rebar; thence N 05°54'38" W a distance of 135.24' to a #4 rebar being

located in the southern margin of the 150' right-of-way for New Hendersonville Highway (US-Hwy 64); thence N 00°31'27" W a distance of 75.00' to calculated point in the center of said right-of-way; thence with the center of said right-of-way to following two (2) calls: N 89°28'33" E a distance of 152.07' to a calculated point; thence N 87°27'38" E a distance of 343.81' to a calculated point; thence leaving the centerline of said right-of-way S 02°32'28" E a distance of 75.00' which is the point of beginning.

The total area for annexation is 10.98 acres or 478,113 square feet, plus or minus.

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

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

Adopted and approved this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

STAFF REPORT

City Council, April 18, 2016

Title: **Special Event Road Closure – Olde Time Street Dances**

City Council will consider an ordinance declaring a road closure for this year's series of Olde Time Street Dances.

Speaker: Daniel Cobb AICP, Planning Director

From: Daniel Cobb AICP, Planning Director

Prepared by: Aaron Bland AICP, Planner & Asst. Zoning Administrator

Approved by: Jim Fatland, City Manager

Background

The North Carolina Department of Transportation (NCDOT) issued new guidelines in July of 2015 for the process of closing or repurposing of state-owned highways for special events.

Discussion

The new NCDOT guidelines state the local municipality must pass an ordinance for each street closure of City-sponsored events. The State will neither approve nor deny such requests for closures, they will however, recommend alternative routes should they have a project scheduled for the same day as a special event. The attached ordinance is for this year's annual series of Old Time Street Dances, which take place on Main Street in front of the Courthouse. Council previously passed ordinances for City-sponsored festivals in 2015. Subsequent ordinances will be presented to Council as applications are received for the 4th of July Festival, Halloween Fest, and the Twilight Tour.

Policy Analysis

The City has been sponsoring and permitting special events for several years. The passing of an ordinance only applies to City-sponsored special events on state roads. Permits sponsored by individuals or non-profits are permitted differently and do not require an ordinance.

Staff Recommendation

Staff recommends approval of the ordinance as presented (Exhibit A).

City Council's options are as follows:

1. Approve the ordinance as presented.
2. Approve the ordinance with modifications.
3. Deny the ordinance as presented.

Fiscal Impact

None.

Attachments

- Exhibit A – Ordinance

ORDINANCE NO. 2016-_____

**AN ORDINANCE DECLARING A ROAD
CLOSURE FOR OLDE TIME STREET DANCES**

WHEREAS, Brevard City Council acknowledges the tradition of public gatherings with traditional music and dancing for the pleasure and enjoyment of its citizens and visitors; and,

WHEREAS, Brevard City Council acknowledges these gatherings provide an opportunity for the celebration of the heritage; and,

WHEREAS, Brevard City Council acknowledges these street dances require a portion of Main Street (US Highway 276) to be closed for setup, activities, and cleanup;

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

SECTION 01. Pursuant to authority granted by G.S. 20-169 the City of Brevard hereby declares the following temporary road closures during the days and times set forth below on the following described portion of a State Highway System route:

Dates: June 21st and 28th; July 5th, 12th, 19th, and 26th; August 2 and 9th
Time: 6:30PM – 9:00PM
Route Description: Main Street (US 276) from Broad Street (US 64) to Gaston Street.

SECTION 02. This Ordinance shall be in full force and effect from and after the date of its adoption.

Adopted and approved this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Michael K. Pratt
City Attorney

ORDINANCE NO. 2016-__

**AN ORDINANCE AMENDING BREVARD CITY CODE
PART II - CHAPTER 18 SUBSECTIONS 153 - 173
NONRESIDENTIAL BUILDING OR STRUCTURE CODE**

WHEREAS, Brevard City Council desires to adopt an ordinance granting authority to the Zoning Administrator to cause nonresidential building(s) that fail to meet minimum standards of maintenance, sanitation and safety, to be repaired, closed, and/or demolished.

WHEREAS, the City of Brevard Planning Department Staff have recommended that Brevard City Code, Chapter 18, be amended to adopt a nonresidential building or structure code; and,

WHEREAS, Brevard City Council finds that these proposed amendments are consistent with the City of Brevard Comprehensive Plan and other plans and policies of the City of Brevard; and,

WHEREAS, a public hearing was conducted on Monday, May 16, 2016, by 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 Brevard City Code, Part II, Chapter 18 be amended as shown in Exhibit A.

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

SECTION 01. Brevard City Code, Part II, Chapter 18 is hereby amended to read as shown in Attachment B.

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. The enactment of this Ordinance shall in no way affect the running of any Amortization provisions or enforcement actions, or otherwise cure any existing zoning violations.

SECTION 08. This Ordinance shall be in full force and effect from and after the date of its adoption.

Adopted and approved this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Michael K. Pratt
City Attorney

47 occupancy of the building or structure or for the installment or repair of equipment or
48 facilities.

49 **Sec. 18.157. Maintenance Standards for Nonresidential Buildings and Structures**

50 All nonresidential buildings and structures shall be free of all conditions that are dangerous
51 and injurious to the public health, safety, and welfare of occupants or members of the
52 general public. The existence of any of the following conditions shall be deemed to be
53 dangerous to the public health, safety and welfare for which a public necessity exists for the
54 repair, closing, or demolition of such building or structure and must be corrected in
55 accordance with the provisions of this Article:

56 A. Interior walls, vertical studs, partitions, supporting members, sills, joists, rafters, or
57 other basic structural members that list, lean, or buckle to such an extent as to render the
58 building unsafe, that are rotted, deteriorated or damaged, and that have holes or cracks
59 which might admit rodents.

60 B. Exterior walls that are not structurally sound or free from defects and damages or
61 capable of bearing imposed loads safely. Where a wall of a building has become exposed as
62 a result of demolition of adjacent buildings, such wall must have all doors, windows, vents,
63 or other similar openings closed with material of the type comprising the wall. The exposed
64 wall shall be painted, stuccoed, or bricked and sufficiently weatherproofed to prevent
65 deterioration of the wall.

66 C. Floors or roofs which have improperly distributed loads, which are overloaded, or which
67 have insufficient strength to be reasonably safe for the purpose used. Floors or roofs shall
68 have adequate supporting members and strength to be reasonably safe for the purpose
69 used. Roofs shall be kept structurally sound and shall be maintained in such a manner so as
70 to prevent rain or other objects from penetrating into the interior of the building.

71 D. Damage by fire, wind, or other causes rendering the building unsafe.

72 E. Dilapidation, decay, unsanitary conditions, or disrepair, dangerous to the health and
73 safety of the occupants or members of the general public.

74 F. Lack of adequate ventilation, light, heating, or sanitary facilities to such extent as to
75 endanger the health, safety or general welfare of the occupants or members of the general
76 public.

77 G. Buildings and structures that have loose and insufficiently anchored overhanging
78 objects, posing a danger to persons or property.

79 H. Buildings and structures including their environs that have insufficiently protected
80 holes, excavations, breaks, projections, obstructions, and other dangerous impediments on
81 or around walks, driveways, parking lots, alleyways, or other areas accessible to and
82 generally used by persons on or around the premises.

83 I. Buildings and structures that have cracked or broken glass, loose shingles, loose wood,
84 crumbling stone or brick, loose or broken plastic, other dangerous objects or similar
85 hazardous conditions. Exterior surfaces shall be maintained in such material or treated in
86 such a manner as to prevent deterioration and shall be repaired or replaced with like or
87 similar material according to its original use.

88 J. Buildings and structures that have objects or elements protruding from building walls or
89 roofs, which are unsafe or not properly secured or which can create a hazard such as
90 abandoned electrical boxes and conduits, wires, brackets, and similar objects.

91 K. Chimneys, flues, and vent attachments thereto which are not structurally sound.
92 Chimneys, flues, gas vents, or other draft-producing equipment shall provide sufficient
93 draft to develop the rated output of the connected equipment, shall be structurally safe,
94 durable, smoke-tight, and capable of withstanding the action of flue gases.

95 L. Exterior porches, landings, balconies, stairs, or fire escapes which are not structurally
96 sound. All exterior porches, landings, balconies, stairs, and fire escapes shall be provided
97 with banisters or railings properly designed and maintained to minimize the hazard of
98 falling, and the same shall be kept sound, in good repair, and free of defects.

99 M. Cornices which are not structurally sound or are rotten or weakened. Any rotten or
100 weakened areas shall be repaired and/or replaced. All exposed wood shall be treated or
101 painted.

102 N. Improperly attached gutters or down-spouts located so as to cause a hazard to
103 pedestrian or vehicular traffic, or adjacent property.

104 O. Advertising sign structures, attached or freestanding awnings, marquees and their
105 supporting members, and other similar attachments or structures that cause a safety
106 hazard to the occupants or members of the general public.

107 P. All exterior surfaces that may cause unsafe conditions due to a lack of maintenance.
108 Exterior surfaces shall be painted or sealed to protect the underlying surface from
109 deterioration. All exterior surfaces that have been painted shall be maintained generally
110 free of peeling and flaking. Where 50% or more of the aggregate of any painted surface
111 shall have peeling or flaking or previous paint worn away, the entire surface shall be
112 repainted in order to prevent further deterioration.

113 Q. Windows containing broken glass or cracked glass that could be in danger of falling or
114 shattering. All windows must be tight-fitting and have sashes of proper size and design and
115 free from rotten wood, broken joints, or broken or loose mullions.

116 R. All openings originally designed as windows, doors, loading docks, or other means of
117 egress or ingress which have been temporarily closed by boarding or other manner in a
118 non-secure manner so as to allow unauthorized admittance. If an opening is temporarily
119 closed by boarding to secure the building or structure, the boarding shall be trim fit, sealed
120 to prevent water intrusion, and painted or stained to properly conform with the other
121 exterior portions of the building and shall be maintained in a state that secures the building
122 or structure from any unauthorized admittance from humans, animals, or birds.

123 S. Any other condition which, by the determination of the code enforcement officer renders
124 any building or structure dangerous or injurious to the health, safety, or general welfare of
125 the occupants or members of the general public.

126 **Sec. 18.158. Duties and Powers of Code Enforcement Officer**

127 A. The code enforcement officer is hereby designated as the public officer to enforce the
128 provisions of this Article and to exercise the duties and powers herein prescribed. It shall
129 be the duty of the code enforcement officer:

130 1. To investigate the conditions of nonresidential buildings and structures in the
131 City and to inspect nonresidential buildings and structures located in the City in
132 order to determine which nonresidential buildings and structures are not being
133 maintained so that the health and safety of its occupants or members of the general
134 public are jeopardized and for the purpose of carrying out the objectives of this
135 Article with respect to such nonresidential buildings and structures;

136 2. To take such action, together with other appropriate departments and agencies,
137 public and private, as may be necessary to effect the repair or demolition of
138 nonresidential buildings and _____ structures which have not been properly
139 maintained in compliance with minimum standards established by this Article;

140 3. To keep a record of the results of inspections made under this Article and an
141 inventory of those non-residential buildings and structures which have not been
142 properly maintained in compliance with the minimum standards established by this
143 Article; and

144 _____ 4. To perform such other duties as may be herein prescribed.

145 B. The code enforcement officer is authorized to exercise such powers as may be necessary
146 or convenient to carry out and effectuate the purpose and provisions of this Article,
147 including the following powers in addition to others herein granted:

148 1. To investigate nonresidential buildings and structures in the City to determine
149 whether they have been properly maintained in compliance with the minimum
150 standards established by this _____ Article so that the safety or health of the
151 occupants or members of the general public are not jeopardized;

152 _____ 2. To administer oaths and affirmations, examine witnesses and receive evidence;

153 _____ 3. To enter upon premises for the purpose of making examinations and inspections
154 in _____ accordance with law; and

155 _____ 4. To appoint and fix duties of such officers, agents, and employees as the code
156 enforcement or officer deems necessary to carry out the purposes of this Article.

157 **Sec. 18.159. Inspections**

158 For the purpose of making inspections, the code enforcement officer is hereby authorized
159 to enter, examine, and survey at all reasonable times, nonresidential buildings and
160 structures. If entry upon the premises for purposes of investigation is necessary, such entry
161 shall be made with permission of the owner, the owner's agent, a tenant, or other person
162 legally in possession of the premises, or if permission is not granted, pursuant to a duly
163 issued administrative search warrant in accordance with G.S. 15-27.2.

164 **Sec. 18.160. Procedure for Enforcement**

165 A. Preliminary Investigation. Whenever it appears to the code enforcement officer that any
166 nonresidential building or structure has not been properly maintained so that the safety or
167 health of its occupants or members of the general public are jeopardized for failure of the
168 property to meet the minimum standards established by this Article, the code enforcement
169 officer shall undertake a preliminary investigation, including, but not limited to, an
170 inspection of the premises and discussion with any witnesses.

171 B. Complaint and Hearing. If the preliminary investigation discloses evidence of a violation
172 of the minimum standards established by this Article, the code enforcement or officer shall
173 issue and serve a complaint upon the owner of and any parties in interest, as may be
174 established by reasonable due diligence, of the nonresidential building or structure. The
175 complaint shall set forth and describe the violation and contain a notice stating that a
176 hearing will be held before the code enforcement officer at a place and time set forth in the
177 notice; that the hearing shall be held not less than 10 days nor more than 30 days after
178 service of the complaint; that the owner and any parties in interest shall be given the right
179 to answer the complaint and to appear in person and give testimony at the place and time
180 fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity
181 shall not control in hearings before the code enforcement or officer.

182 C. Procedure after Hearing

183 1. If after notice and hearing, the code enforcement officer determines that the
184 nonresidential building or structure has been maintained in that the property meets the
185 minimum standards established by this Article, the code enforcement officer shall state in
186 writing findings of fact in support of that determination and shall issue and cause to be
187 served upon the owner thereof a copy of said determination.

188 2. If after notice and hearing, the code enforcement officer determines that the
189 nonresidential building or structure has not been properly maintained so that the safety or
190 health of its occupants or members of the general public is jeopardized for failure of the
191 property to meet the minimum standards established by this Article, the code enforcement
192 officer shall state in writing findings of fact in support of that determination and shall issue

193 and cause to be served upon the owner thereof an order in accordance with the provisions
194 of paragraphs 3 and 4 below.

195 3. If the code enforcement or officer determines that the cost of repair, alteration, or
196 improvement of the building or structure would not exceed 50 percent of its then current
197 value, then the code enforcement officer shall state in writing the findings of fact in support
198 of such determination and issue an order that the owner, within a time specified in the
199 order, either; (i) repair, alter, or improve the nonresidential building or structure in order
200 to bring it into compliance with the minimum standards established by this Article or; (ii)
201 vacate and close the nonresidential building or structure for any use.

202 4. If the code enforcement officer determines that the cost of repair, alteration, or
203 improvement of the building or structure would exceed 50 percent of its then current
204 value, then the code enforcement officer shall state in writing the findings of fact in support
205 of such determination and issue an order that the owner, within a time specified in the
206 order, either; (i) remove or demolish the nonresidential building or structure or; (ii) repair,
207 alter or improve the nonresidential building or structure to bring it into compliance with
208 the minimum standards established by this Article.

209 *D. Failure to Comply with Order and Ordinances*

210 1. If the owner fails to comply with an order to either (i) repair, alter, or improve the
211 nonresidential building or structure or (ii) vacate and close the nonresidential building or
212 structure, the code enforcement or officer shall submit to the City Council an ordinance
213 ordering the code enforcement or officer to cause such nonresidential building or
214 structure to be repaired, altered, or improved in order to bring it into compliance with the
215 minimum standards established by this Article or to be vacated and closed for any use. The
216 property shall be described in the ordinance. If City Council adopts the ordinance, the code
217 enforcement officer shall cause the building or structure to be vacated and closed for any
218 use.

219 2. If the owner fails to comply with an order to either (i) remove or demolish the
220 nonresidential building or structure or (ii) repair, alter, or improve the nonresidential
221 building or structure, the code enforcement officer shall submit to the City Council an
222 ordinance ordering the code enforcement officer to cause such nonresidential building or
223 structure to be removed or demolished. No ordinance shall be adopted to require removal
224 or demolition of a nonresidential building or structure until the owner has first been given
225 a reasonable opportunity to bring it into conformity with the minimum standards
226 established by the City Council. The property shall be described in the ordinance. If City
227 Council adopts the ordinance, the code enforcement officer shall cause the building or
228 structure to be removed or demolished.

229 **Sec. 18.161. Limitations on Orders and Ordinances—Historic Landmark or Historic**
230 **District**

231 Notwithstanding any other provision of this Article, if the nonresidential building or
232 structure is designated as a local historic landmark, listed in the National Register of
233 Historic Places, or located in a locally designated historic district or in a historic district
234 listed in the National Register of Historic Places and the City Council determines, after a
235 public hearing, that the nonresidential building or structure is of individual significance or
236 contributes to maintaining the character of the district, and the nonresidential building or
237 structure has not been condemned as unsafe, the order issued by the code enforcement or
238 officer pursuant to Sec. 18.163 and the ordinance approved by City Council may only
239 require that the nonresidential building or structure be vacated and closed until it is
240 brought into compliance with the minimum standards established by this Article.

241 **Sec. 18.162. Limitations on Orders and Ordinances—Vacant Manufacturing Facility**
242 **or Vacant Industrial Warehouse**

243 Notwithstanding any other provision of this Article, an order issued by the code
244 enforcement officer pursuant to Sec. 18.163 and the ordinance approved by City Council
245 may not require repairs, alterations, or improvements to be made to a vacant
246 manufacturing facility or a vacant industrial warehouse to preserve the original use. The
247 order and/or ordinance may require such building or structure to be vacated and closed,
248 but repairs may be required only when necessary to maintain structural integrity or to
249 abate a health or safety hazard that cannot be remedied by ordering the building or
250 structure closed for any use.

251 **Sec. 18.163. Vacated and Closed Nonresidential Buildings or Structures**

252 A. If the City Council has adopted an ordinance or the code enforcement or officer has
253 issued an order requiring the building or structure to be repaired, altered, or improved or
254 vacated and closed and the building or structure has been vacated and closed for a period
255 of 2 years pursuant to the ordinance or order, then if the City Council finds that the owner
256 has abandoned the intent and purpose to repair, alter, or improve the building or structure
257 and that the continuation of the building or structure in its vacated and closed status would
258 be inimical to the health, safety, and welfare of the City in that it would continue to
259 deteriorate, would create a fire or safety hazard, would be a threat to children and
260 vagrants, would attract persons intent on criminal activities, or would cause or contribute
261 to blight and the deterioration of property values in the area, then City Council may, after
262 the expiration of the 2-year period, adopt an ordinance and serve such ordinance on the
263 owner, setting forth the following:

264 1. The ordinance shall require that the owner either (i) demolish and remove the
265 nonresidential building or structure within 90 days or (ii) repair, alter, or improve
266 the nonresidential building or structure to bring it into compliance with the
267 minimum standards established by this Article within 90 days.

268 2. The ordinance shall require that if the owner does not either (i) demolish and
269 remove the nonresidential building or structure within 90 days or (ii) repair, alter,
270 or improve the nonresidential building or structure to bring it into compliance with
271 the minimum standards established by this Article within 90 days, then the code
272 enforcement officer shall demolish and remove the nonresidential building or
273 structure.

274 B. In the case of a vacant manufacturing facility or a vacant industrial warehouse, the
275 building or structure must have been vacated and closed pursuant to an order or ordinance
276 for a period of 5 years before City Council may take action under this section.

277 C. If the owner fails to comply with the requirements of the ordinance within 90 days; the
278 code enforcement officer shall demolish and remove the nonresidential building or
279 structure.

280 **Sec. 18.164. Methods of Service of Complaints and Orders**

281 A. Complaints or orders issued by the code enforcement officer under this Article shall be
282 served upon persons by personal service or by registered or certified mail, in conjunction
283 with first class mail. When the manner or service is by first class mail in conjunction with
284 registered or certified mail, and the registered or certified mail is unclaimed or refused, but
285 the first class mail is not returned by the post office within 10 days after mailing, service
286 shall be deemed sufficient. The person mailing the complaint or order by first class mail
287 shall certify that fact and the date thereof, and such certificate shall be conclusive in the
288 absence of fraud. If first class mail is used, a notice of the pending proceedings shall be
289 posted in a conspicuous place on the subject property.

290 B. If the identities of any owner or the whereabouts of parties in interest are unknown and
291 cannot be ascertained by the code enforcement or officer in the exercise of reasonable
292 diligence, and the code enforcement officer makes an affidavit to that effect, then the
293 servicing of the complaint or order upon the unknown owner or other parties in interest may

294 be made by publication in a newspaper having general circulation in the City at least once
295 no later than the time by which personal service would be required under the provisions of
296 this Article. When service is made by publication, a notice of the pending proceedings shall
297 be posted in a conspicuous place on the subject.

298 **Sec. 18.165. In Rem Action by the Code Enforcement Officer**

299 After failure of an owner of a nonresidential building or structure to comply with an order
300 of the code enforcement officer issued pursuant to the provisions of this Article and upon
301 adoption by the City Council of an ordinance authorizing and directing the owner to do so,
302 as provided by G.S. 160A-439(f), the code enforcement officer shall proceed to cause the
303 nonresidential building or structure to be repaired, altered, or improved to comply with
304 the minimum standards established by this Article, or to be vacated and closed or to be
305 removed or demolished, as directed by the ordinance of the City Council. The code
306 enforcement officer shall post on the main entrance of any nonresidential building or
307 structure which is to be vacated and closed a placard with the following words: "This
308 building is unfit for any use; the use or occupation of this building for any purpose is
309 prohibited and unlawful." Any person who occupies or knowingly allows the occupancy of
310 a building or structure so posted shall be guilty of a Class 3 misdemeanor.

311 **Sec. 18.166. Costs, a Lien on Premises**

312 A. As provided by G.S. 160A-439(i), the amount of the cost of any repairs, alterations, or
313 improvements, or vacating and closing, or removal or demolition, caused to be made or
314 done by the code enforcement officer shall be a lien against the real property upon which
315 such costs were incurred. Such lien shall be filed, have the same priority, and be enforced
316 and the costs collected as provided by Article 10, Chapter 160A of the North Carolina
317 General Statutes. The amount of the costs shall also be a lien on any other real property of
318 the owner located within the City limits except for the owner's primary residence. The
319 additional lien on other real property of the owner, excluding the subject property, as
320 provided in this subdivision is inferior to all prior liens and shall be collected as a money
321 judgment.

322 B. If the nonresidential building or structure is removed or demolished by the code
323 enforcement officer, the code enforcement officer shall offer for sale any recoverable
324 materials of the building or structure and any personal property, fixtures, or
325 appurtenances found in or attached to the building or structure and shall credit the
326 proceeds of the sale, if any, against the cost of the removal or demolition. Any balance
327 remaining shall be deposited in the Superior Court by the code enforcement or officer,
328 shall be secured in a manner directed by the Court, and shall be disbursed by the Court to
329 the persons found to be entitled thereto by final order or decree of the Court. Nothing in
330 this section shall be construed to impair or limit in any way the power of the governing
331 body to define and declare nuisances and to cause their removal or abatement by summary
332 proceedings or otherwise.

333 **Sec. 18.167. Ejectment**

334 If any occupant fails to comply with an order to vacate a nonresidential building or
335 structure, a civil action may be filed in the name of the City to remove the occupant. The
336 action to vacate shall be in the nature of summary ejectment and shall be commenced by
337 filing a complaint naming as the defendant any person occupying the nonresidential
338 building or structure. The Clerk of Superior Court shall issue a summons requiring the
339 defendant to appear before a magistrate at a certain time, date, and place not to exceed 10
340 days from the issuance of the summons to answer the complaint. The summons and
341 complaint shall be served as provided in G.S. 42-29. The summons shall be returned
342 according to its tenor, and if on its return it appears to have been duly served and if at the
343 hearing the code enforcement officer produces a certified copy of an ordinance adopted by
344 the City Council pursuant to G.S. 160A-439(f) and this UDO to vacate the occupied
345 nonresidential building or structure, the magistrate shall enter judgment ordering that the

346 premises be vacated and all persons be removed. The judgment ordering that the
347 nonresidential building or structure be vacated shall be enforced in the same manner as
348 the judgment for summary ejection entered under G.S. 42-30. An appeal from any
349 judgment entered under this subsection by the magistrate may be taken as provided in G.S.
350 7A-228, and the execution of the judgment may be stayed as provided in G.S. 7A-227. An
351 action to remove an occupant of a nonresidential building or structure who is a tenant of
352 the owner may not be in the nature of a summary ejection proceeding pursuant to this
353 subsection unless the occupant was served with notice, at least 30 days before the filing of
354 the summary ejection proceeding, that the City Council has ordered the code
355 enforcement or officer to proceed to exercise his duties under G.S. 160A-439(f) and the
356 City's UDO to vacate and close or remove and demolish the nonresidential building or
357 structure.

358 **Sec. 18.168. Filing of Ordinances**

359 An ordinance adopted by City Council pursuant to this Article shall be recorded in the office
360 of the Register of Deeds of Wake County and shall be indexed in the name of the property
361 owner in the grantor index, as provided by G.S. 160A-439(f) and (g).

362 **Sec. 18.169. Alternative Remedies**

363 Neither this Article nor any of its provisions shall be construed to impair or limit in any
364 way the power of the City of Brevard to define and declare nuisances and to cause their
365 abatement by summary action or otherwise, or to enforce this Article by criminal process
366 as authorized by G.S. 14-4, and this Article, and the enforcement of any remedy provided
367 herein or in other ordinances or laws.

368 **Sec. 18.170. Board of Adjustment to Hear Appeals**

369 A. All appeals which may be taken from decisions or orders of the code enforcement officer
370 pursuant to this Article shall be heard and determined by the Board of Adjustment. As the
371 appeals body, the Board shall have the power to fix the times and places of its meetings, to
372 adopt necessary rules of procedure and any other rules and regulations which may be
373 necessary for the proper discharge of its duties.

374 B. Appeals shall be subject to the following:

375 1. An appeal from any decision or order of the code enforcement officer may be
376 taken by any aggrieved party. Any appeal from the code enforcement officer shall
377 be taken within 10 days from the rendering of the decision or service of the order,
378 and shall be taken by filing with the code enforcement officer, and the Board of
379 Adjustment, a notice of appeal which shall specify the grounds upon which the
380 appeal is based. Upon the filing of any notice of appeal, the code enforcement officer
381 shall transmit to the Board all the papers constituting the record upon which the
382 appealed decision was made. When the appeal is from a decision of the code
383 enforcement officer refusing to allow the aggrieved party to act, the code
384 enforcement officer's decision shall remain in force until modified or reversed.
385 When the appeal is from a decision of the code enforcement or officer requiring the
386 aggrieved party to act, the appeal shall have the effect of suspending the
387 requirement until the hearing of the appeal by the Board; however, should the code
388 enforcement or officer certify to the Board, after the notice of appeal is filed, that by
389 reason of the facts stated in the certification, a suspension of the requirement would
390 cause imminent peril to life or property, in which case the requirement shall not be
391 suspended except by a restraining order. The restraining order may be granted for
392 due cause shown upon not less than 1 day's written notice to the code enforcement
393 or officer, by the Board or by a court of general jurisdiction upon petition made
394 pursuant to G.S. 160A-446(f) and this UDO.

395 2. The Board shall fix a reasonable time for the hearing of all appeals, shall give
396 notice to all parties, and shall render its decision within a reasonable time. Any

397 party may appear in person or by agent or attorney. The Board may reverse or
398 affirm, wholly or partly, or may modify the decision appealed or order, and may
399 make such decision and order as ought to be made in the matter, and to that end it
400 shall have all the powers of the code enforcement officer. The concurring vote of 4/5
401 of the members of the Board shall be necessary to reverse or modify any decision or
402 order of the code enforcement officer. In any case when practical difficulties or
403 unnecessary hardships would result from carrying out the strict letter of this Article,
404 the Board may adapt the application of the Article to the necessities of the case to
405 _____ the end that the spirit of the Article shall be observed, public safety and
406 welfare secured, and substantial justice done.

407 3. Every decision of the board shall be subject to review by the Superior Court by
408 proceedings in the nature of certiorari instituted within 15 days of the decision of
409 the Board.

410 **Sec. 18.171. Temporary Injunction Remedy for Aggrieved Person**

411 Any party aggrieved by an order issued by the code enforcement officer or a decision
412 rendered by the board of adjustment shall have the right within 30 days after issuance of
413 the order or rendering of the decision, to petition the Superior Court for a temporary
414 injunction pending a final disposition of the cause, as provided by G.S. 160A-446(f).

415 **Sec. 18.172. Conflict with Other Provisions**

416 In the event any provision standard, or requirement of this Article is found to be in conflict
417 with any other ordinance or code of the City, the provisions which establishes the higher
418 standard or more stringent requirement for the promotion and protection of health and
419 safety of the citizens of the City shall prevail.

420 **Sec. 18.173. Violations; Penalty**

421 A. It shall be unlawful for the owner of any nonresidential building or structure to fail,
422 neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove
423 or demolish the same, upon order of the code enforcement officer duly made and served in
424 accordance with the provisions of this Article, within the time specified in the order. Each
425 day that any such failure, neglect or refusal to comply with such order continues shall
426 constitute a separate and distinct offense. It shall be unlawful for the owner of any
427 nonresidential building or structure, with respect to which an order has been issued, to
428 occupy or permit the occupancy of the same after the time prescribed in such order for its
429 repair, alteration, improvement, or its vacation and closing. Each day that such occupancy
430 continues shall constitute a separate and distinct offense.

431 B. The violation of any provision of this Article shall constitute a misdemeanor, as provided
432 by G.S. 14-4.

433 C. In addition to or in lieu of the other remedies provided by this Article, any owner of a
434 nonresidential building or structure that fails to comply with an order of the code
435 enforcement officer within the time specified therein, shall be subject to a civil penalty in
436 the amount of \$50.00 for the first offense, \$100.00 for the second offense in the calendar
437 year, and \$250.00 for the third and subsequent offenses in the calendar year. Each
438 subsequent offense after the third will be subject to a civil penalty of \$500.00. Each 30-day
439 period, or part thereof, in which a violation continues, will constitute a separate and
440 distinct offense.

STAFF REPORT

City Council, May 16, 2016

Title: Demolition Ordinance for an Unsafe Structure at 99 North Lane
City Council will consider an ordinance ordering the inspector to cause the demolition and removal of an unsafe structure.

Speaker: Daniel Cobb AICP, Planning Director

From: Daniel Cobb AICP, Planning Director

Prepared by: Paul Ray, Senior Code Enforcement Officer

Approved by: Jim Fatland, City Manager

Background

In 2007 the City received its first complaint regarding the structure referenced above. Initial letters and notices were sent to Cail Elliott, and all heirs to Grady J. Elliott, owners of 99 North Lane, parcel number 8586-21-8585-000, follow up correspondence was sent in June of 2010. Additional complaints were received in April 2013, April 2014, and May 2014. Several follow up letters and emails were exchanged between Mr. Elliot and Brad Burton, the City's former Code Enforcement Officer. In these letters Mr. Elliott and Mr. Burton worked out a tentative agreement to have the structure demolished at the City's expense and Mr. Elliot would reimburse the City of the cost of demolition. The original agreement included Mr. Elliott placing another parcel under his ownership as collateral for the expenses associated with the cost of demolition. However, as the title search indicated, Mr. Elliot is not the sole owner of either property in question and has been unsuccessful in obtaining the appropriate signatures from all the heirs to the Grady estate. In an effort to abate this nuisance the City initiated the formal condemnation process in January of this year and ordered repair or demolition of the structure located at 99 North Lane.

Discussion

The City's Senior Code Enforcement Officer, Paul Ray, currently holds a Standard Level I Building Certificate from the State of North Carolina, and is qualified to perform building inspections on residential and small commercial buildings up to 20,000 square feet in size. On October 6, 2015, he inspected the building and determined that it sustained substantial damage due to rot and decay from prolonged water infiltration from a faulty roof, and he observed structural failure of walls and the flooring system. Additionally, a fallen tree crushed the rear of the house, leaving it open and vacant. The plumbing and electrical systems were also destroyed.

Per City Code Section 18-145 (Minimum Housing), a hearing was scheduled for Friday, February 5, 2016 at 2:00 p.m. in the Planning Department, located at 95 W. Main Street, Brevard, NC 28712. A Hearing Notice was sent, by First Class US Mail and by Certified US Mail, on January 6, 2016, to the following heirs of Elliott J. Grady Jr.:

1. Cail Elliott Sr., 1729 Farm Pond Court, Gastonia NC 28054

2. Grady Alexander Elliott 20D Erskine Street, Asheville, NC 28801
3. Tamula Elliott Brooks, 7179 Woodland Avenue, Covington, GA 30014
4. Rodney Elliott, 80 Abbey Drive, Richmond Hill, GA 31324
5. Nikitra Elliott Davis, 36 Unity Drive, Apt 903, Brevard, NC 28712
6. Crystal Elliott Galloway, 175 Fernwood Lane, Pisgah Forest, NC 28768
7. Katrina Elliott Smith, 175 Fernwood Lane, Pisgah Forest, NC 28768
8. Keith Elliott Sr., 621 Battle Front Trail, Knoxville, TN 37922
9. Brenda Elliott 633 Clearview Drive, Hendersonville, NC 28792
10. Barbara Elliott Harvard, 11019 Cherry Hill Road, Beltsville, MD 20705
11. Lois Elliott Wynn, 159 Jordan Road, Brevard, NC 28712.

A hearing was held before the Senior Code Enforcement Officer and the Planning Director on Friday, February 5, 2016 at 2:00 p.m. Present at the hearing was Katrina Elliott Smith and Crystal Elliott Galloway, heirs to the estate. Evidence as to the dilapidated condition of the building was presented by the Senior Code Enforcement Officer. Ms. Smith and Ms. Galloway acknowledge the dilapidated condition of the building, and declined to make repairs or to demolish the building. They examined the list of heirs, provided by Cail Elliott, and agreed that it was accurate and complete.

An Order to Repair or Demolish was issued on February 10, 2016 to Cail Elliott and the heirs to Grady Elliott, ordering repairs or demolition of the building within 90 days, or May 1, 2016. Cited were the following Findings of Facts:

- 1) Elliott Grady J Jr Heirs et al. & Cail Elliott is the owner of the property at 99 North Lane, Brevard NC 28712, parcel identification number, 8586-21-8585-000.
- 2) An inspection of the subject building was undertaken pursuant to NCGS Sec. 160A-425 Sec. 160A-426.
- 3) The building has significant structural damage to the roof, walls and flooring system and the cost of repairing the building to a habitable condition would exceed 50 percent of its current tax value of \$930.
- 4) The building is dilapidated and vacant and therefore a public nuisance as defined by city ordinance.

The Order concluded that based on the aforementioned findings of fact, the Senior Code Enforcement Officer determined that the owners have been duly notified of the building's dilapidated condition. The building is in violation of the City of Brevard's Minimum Housing Code and the North Carolina State Building Code. The owner has been given notice of the inspection, pursuant to NCGS Sec. 160A-425; has been given notice of a hearing, held pursuant to NCGS Sec. 160A-428; and has agreed to reimburse the City for the cost of demolition not to exceed \$10,000. The Senior Code Enforcement Officer concluded that repairing the building to a habitable

condition would not be fiscally prudent for the City, and that demolition is Staff's recommendation to City Council.

The property has a history of public nuisance violations, such as overgrown weeds, junk vehicles and unsafe conditions. The open building has become a hiding place for trespassers engaged in criminal activity, such as vandalism and drug related crimes, with arrests made on November 18, 2015, case number 20151058 and February 29, 2016, case number 201602-082.

The building was appraised by Transylvania County for the 2016 tax year at \$930.00. The cost of repairing the building to a habitable condition would far exceed 50 percent of its value. Section 18-132 of the City's Code of Ordinance defines a dilapidated building as *a dwelling unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50 percent of its value, as determined by the inspector.*

The owner failed to comply with the Order to repair or demolish the dilapidated building and therefore Staff respectfully submits to the City Council an ordinance ordering the Senior Code Enforcement Officer to cause such dwelling to be demolished and removed. Pending such removal or demolition, the building shall be placard as provided by G.S. 160A-443.

Policy Analysis

A basic tenant of local government regulation and land use management is to protect the health, safety, and general welfare of a community. The reduction and removal of underutilized, dilapidated, and dangerous buildings has visible and tangible connections with the City's commitment to maintaining and improving upon the high quality of life the City's residents enjoy. The latest update to the City's Comprehensive Plan captures this connection through several policies within the "Livable Communities" element:

- POLICY 4.1.A: Evaluate and amend development ordinances to facilitate infill development on vacant and under-developed parcels, as well as revitalization of developed parcels.
- POLICY 4.1.C: Create a comprehensive inventory of dilapidated, distressed, underutilized, or abandoned structures, and vacant parcels for targeted infill and adaptive reuse.
- POLICY 4.2.F: Combat deteriorating property conditions through proactive code enforcement efforts.

Staff Recommendation

Staff recommends City Council approve ordinance No. 16-___ ordering the Senior Code Enforcement Officer to cause the demolition of the unsafe structure at 99 North Lane, by hiring a demolition contractor to perform the work.

Fiscal Impact

\$890.00 Fleetwood Daniels Group, LLC: Asbestos survey.

\$10,000 Carl's Grading and Landscaping, LLC: Demolition and removal of structure.

Attachments

- A – Ordinance No. 2016-_____ - An Ordinance Ordering The Demolition Of An Unsafe Structure At 99 North Lane
- B – Demolition Quote
- C – Asbestos Survey
- D – Structure Photos Dated May 5, 2016
- E – Site Location Map

ORDINANCE NO. 2016-___

**AN ORDINANCE ORDERING
THE DEMOLITION OF AN UNSAFE STRUCTURE
AT 99 NORTH LANE**

WHEREAS, the Senior Code Enforcement Officer has determined that the building located at 99 North Lane, Brevard, NC 28712 has suffered significant structural damage due to rot and decay resulting in prolonged water infiltration, causing further damage to the walls and flooring system, the structure is both open and vacant, plumbing and electrical systems have been removed; and,

WHEREAS, the structure is both dangerous and constitutes a public nuisance as defined by City Ordinance (Chapter 18, Article V, Section 18-132); and,

WHEREAS, the owner has been given notice of the inspection, pursuant to NCGS Sec. 160A-425; has been given notice of a hearing, held pursuant to NCGS Sec. 160A-428; and was ordered to repair or demolish the building and has failed to take action; and,

WHEREAS, it is the desire of this Council, in accordance with NCGS 160A-443, to cause the building to be demolished and removed.

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

SECTION 1: That the Senior Code Enforcement Officer is hereby ordered to proceed with, arrange for, and initiate all reasonable measures, to solicit bids for demolition and removal of the unsafe structure located at 99 North Lane, Brevard, NC 28712 based on the finding of this Council that it is necessary for the City of Brevard to cause such demolition to protect the health, safety and general welfare of the citizens.

SECTION 2: That the City Manager is hereby authorized to enter an agreement with or contract for the service of a demolition contractor, as necessary to secure the services of such a demolition contractor recommended by the Senior Code Enforcement Officer, to provide for and proceed with the razing and removal of the unsafe structure located at 99 North Lane, Brevard, NC 28712.

SECTION 03. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted and approved this the 16th day of May, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Michael K. Pratt
City Attorney

CARL'S GRADING & LANDSCAPING, LLC

16 McGaha Mountain Rd, Brevard NC 28712

828-506-9864

June 16, 2015

City of Brevard

95 West Main St.

Brevard, NC 28712

Attn: Joshua Freeman

Dear Sir:

Thank you for the opportunity to bid on the demolition at the end of North Lane, the backside of English Hills. This bid includes demolition, removal and trucking of all debris, landfill fees and leaving the site stabilized in a safe manner for the public.

The total bid cost for the above is \$10,000. This cost includes estimated landfill fees, if actual fees are less than the estimated amount you will be credited back the difference.

Please do not hesitate to give me a call if you have any questions or concerns. We look forward to working with you again.

Sincerely,



Carl Travis

Carl's Grading and Landscaping

Fleetwood Daniels Group, LLC

P.O. Box 1144
Waynesville, NC 28786 US
(828)400-1509

**FLEETWOOD DANIELS
GROUP LLC.**



BILL TO
City of Brevard
95 West Main Street
Brevard, NC 28712

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
FDG151005.2	10/28/2015	\$890.00	11/01/2015	Due on receipt	

**PROJECT
NAME**
99 North Lane

ACTIVITY	QTY	RATE	AMOUNT
Consulting Asbestos Inspection	1	350.00	350.00
Consulting PLM Asbestos Sample Analysis	36	15.00	540.00

Thank you for your business.

BALANCE DUE

\$890.00

FDG Federal Tax ID 45-3749189

Laboratory Analysis Reports



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



NVLAP
NVLAP Lab (id: 200664-9)

Customer: Fleetwood Daniels Group
PO Box 1144
Waynesville NC 28786

Attn: Suzanne Hinson

Lab Order ID: 1519303
Analysis ID: 1519303_PLM
Date Received: 10/6/2015
Date Reported: 10/6/2015

Project: FDG151005 - 99 North Lane

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
99-1	Roof felt	None Detected	50% Cellulose 10% Synthetic Fibers	40% Other	Black Non Fibrous Homogeneous
1519303PLM_1					Dissolved
99-2	Roof felt	None Detected	50% Cellulose 10% Synthetic Fibers	40% Other	Black Non Fibrous Homogeneous
1519303PLM_2					Dissolved
99-3	Roof shingle	None Detected	20% Fiber Glass	80% Other	Black Non Fibrous Homogeneous
1519303PLM_3					Dissolved
99-4	Roof shingle	None Detected	20% Fiber Glass	80% Other	Black Non Fibrous Homogeneous
1519303PLM_4					Dissolved
99-5	Window glazing	None Detected		100% Other	Gray Non Fibrous Homogeneous
1519303PLM_5					Crushed
99-6	Window glazing	None Detected		100% Other	Gray Non Fibrous Homogeneous
1519303PLM_6					Crushed
99-7	Drywall & joint compound	None Detected	5% Cellulose	95% Other	White, Gray Non Fibrous Homogeneous
1519303PLM_7	<i>drywall: none detect, joint compnd: none detect</i>				Crushed
99-8	Drywall & joint compound	None Detected	5% Cellulose	95% Other	White, Gray Non Fibrous Homogeneous
1519303PLM_8	<i>drywall: none detect, joint compnd: none detect</i>				Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAL. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 0.1%.

Christopher Subudhi (36)

Analyst

Approved Signatory

PLM-002 (10/15/2013)

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Page 1 of 5



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 und 600/M4-82-020



Customer: Fleetwood Daniels Group
PO Box 1144
Waynesville NC 28786

Attn: Suzanne Hinson

Lab Order ID: 1519303
Analysis ID: 1519303_PLM
Date Received: 10/6/2015
Date Reported: 10/6/2015

Project: FDG151005 - 99 North Lane

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
99-9 - A	Ceiling tile - 1x1 w/texture	None Detected	99% Cellulose	1% Other	Brown Fibrous Homogeneous
1519303PLM_9	ceiling tile				Teased
99-9 - B	Ceiling tile - 1x1 w/texture	None Detected		100% Other	White Non Fibrous Homogeneous
1519303PLM_23	texture				Crushed
99-10 - A	Ceiling tile - 1x1 w/texture	None Detected	99% Cellulose	1% Other	Brown Fibrous Homogeneous
1519303PLM_10	ceiling tile				Teased
99-10 - B	Ceiling tile - 1x1 w/texture	None Detected		100% Other	White Non Fibrous Homogeneous
1519303PLM_24	texture				Crushed
99-11 - A	Ceiling tile - 2'x4' w/texture	None Detected	99% Cellulose	1% Other	Brown Fibrous Homogeneous
1519303PLM_11	ceiling tile				Teased
99-11 - B	Ceiling tile - 2'x4' w/texture	None Detected		100% Other	White Non Fibrous Homogeneous
1519303PLM_25	texture				Crushed
99-12 - A	Ceiling tile - 2'x4' w/texture	None Detected	99% Cellulose	1% Other	Brown Fibrous Homogeneous
1519303PLM_12	ceiling tile				Teased
99-12 - B	Ceiling tile - 2'x4' w/texture	None Detected		100% Other	White Non Fibrous Homogeneous
1519303PLM_26	texture				Crushed

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Christopher Subudhi (36)

Analyst

Approved Signatory

P-F-002 r151/1/2018

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Page 2 of 3



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



NVLAP Lab Code: 200664-0

Customer: Fleetwood Daniels Group
PO Box 1144
Waynesville NC 28786

Attn: Suzanne Hinson

Lab Order ID: 1519303
Analysis ID: 1519303_PLM
Date Received: 10/6/2015
Date Reported: 10/6/2015

Project: FDG151005 - 99 North Lane

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
99-13	Vinyl wall covering	None Detected	60% Cellulose	40% Other	White, Black Non Fibrous Heterogeneous
1519303PLM_13					Dissolved
99-14	Vinyl wall covering	None Detected	60% Cellulose	40% Other	White, Black Non Fibrous Heterogeneous
1519303PLM_14					Dissolved
99-15	Vinyl floor covering	None Detected		100% Other	White Non Fibrous Homogeneous
1519303PLM_15					Crushed
99-16	Vinyl floor covering	None Detected		100% Other	White Non Fibrous Homogeneous
1519303PLM_16					Crushed
99-17 - A	Vinyl floor covering (5 layers)	None Detected	40% Cellulose	60% Other	Yellow, White Non Fibrous Heterogeneous
1519303PLM_17	vinyl 1				Ashed
99-17 - B	Vinyl floor covering (5 layers)	None Detected	40% Cellulose	60% Other	Yellow, White Non Fibrous Heterogeneous
1519303PLM_17	vinyl 2				Ashed
99-17 - C	Vinyl floor covering (5 layers)	None Detected	50% Cellulose	50% Other	Cream, Black Non Fibrous Heterogeneous
1519303PLM_25	vinyl 3				Ashed
99-17 - D	Vinyl floor covering (5 layers)	None Detected	50% Cellulose	50% Other	Red, Black, Yellow Non Fibrous Heterogeneous
1519303PLM_29	vinyl 4				Ashed

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Christopher Subudhi (36)

Analyst

Approved Signatory

P-F-002 (10/6/15/2014)

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Page 3 of 5



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



Customer: Fleetwood Daniels Group
PO Box 1144
Waynesville NC 28786

Attn: Suzanne Hinson

Lab Order ID: 1519303
Analysis ID: 1519303_PLM
Date Received: 10/6/2015
Date Reported: 10/6/2015

Project: FDG151005 - 99 North Lane

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
99-17 - E	Vinyl floor covering (5 layers)	None Detected	60% Cellulose	40% Other	Red, Black Non Fibrous Heterogeneous
1519303PLM_30	vinyl 5				Dissolved, Ashed
99-17 - F	Vinyl floor covering (5 layers)	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1519303PLM_31	mastic				Dissolved
99-18 - A	Vinyl floor covering (5 layers)	None Detected	40% Cellulose	60% Other	Yellow, White Non Fibrous Heterogeneous
1519303PLM_18	vinyl 1				Ashed
99-18 - B	Vinyl floor covering (5 layers)	None Detected	40% Cellulose	60% Other	Yellow, White Non Fibrous Heterogeneous
1519303PLM_32	vinyl 2				Ashed
99-18 - C	Vinyl floor covering (5 layers)	None Detected	50% Cellulose	50% Other	Cream, Black Non Fibrous Heterogeneous
1519303PLM_33	vinyl 3				Ashed
99-18 - D	Vinyl floor covering (5 layers)	None Detected	50% Cellulose	50% Other	Red, Black, Yellow Non Fibrous Heterogeneous
1519303PLM_34	vinyl 4				Ashed
99-18 - E	Vinyl floor covering (5 layers)	None Detected	60% Cellulose	40% Other	Red, Black Non Fibrous Heterogeneous
1519303PLM_35	vinyl 5				Ashed
99-18 - F	Vinyl floor covering (5 layers)	None Detected		100% Other	Yellow Non Fibrous Homogeneous
1519303PLM_36	mastic				Dissolved

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Christopher Subudhi (36)

Analyst

Approved Signatory

P-F-002 (11/15/2013)

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Page 4 of 5



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 600/M4-82-020



NVLAP
NVLAP Lab Code: 200964-0

Customer: Fleetwood Daniels Group
PO Box 1144
Waynesville NC 28786

Attn: Suzanne Hinson

Lab Order ID: 1519303
Analysis ID: 1519303_PLM
Date Received: 10/6/2015
Date Reported: 10/6/2015

Project: FDG151005 - 99 North Lane

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
99-19	Vinyl flooring - brown	None Detected	20% Cellulose	80% Other	White, Brown Non Fibrous Heterogeneous
1519303PLM_19					Ashed
99-20	Vinyl flooring - brown	None Detected	20% Cellulose	80% Other	White, Brown Non Fibrous Heterogeneous
1519303PLM_20					Ashed
99-21	Window caulking	None Detected		100% Other	White Non Fibrous Heterogeneous
1519303PLM_21	caulk only				Ashed
99-22	Window caulking	None Detected		100% Other	Yellow, White Non Fibrous Heterogeneous
1519303PLM_22	caulk/glaze				Ashed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Estimated MDL is 0.1%.

Christopher Subudhi (36)

Analyst

Approved Signatory

RF-002 (1/1/15)2018

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Page 5 of 5







The City of
Brevard
North Carolina

NEW BUSINESS AGENDA ITEM

DATE: May 16, 2016

TO: Mayor and City Council Members

SUBJECT: Community Development Block Grant for Moose Tracks & D.D. Bullwinkel's Outdoors

APPROVED BY: Jim Fatland, CPFO, City Manager

BACKGROUND: The City of Brevard has been pre-approved for a \$500,000 Community Development Block Grant to support renovation of the Belk's Building at 60 East Main Street, and the relocation and expansion of Moose Tracks and D.D. Bullwinkel's Outdoors into the same.

The North Carolina Department of Commerce requires that the City of Brevard adopt a number of policies and procedures that ensure compliance with Federal and State regulations pertaining to housing displacement, equal employment, procurement, and etc.

RECOMMENDATION: Adopt the following resolutions:

- RESOLUTION NO. 2016-_____, RESOLUTION FOR THE CITY OF BREVARD APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE MOOSE TRACKS & D.D. BULLWINKEL'S OUTDOORS PROJECT
- RESOLUTION NO. 2016-_____, RESOLUTION TO ADOPT LANGUAGE ACCESS PLAN
 - EXHIBIT A. Providing Meaningful Communication with Persons with Limited English Proficiency, City of Brevard, North Carolina, 05/17/2016 – 05/17/2019, For North Carolina Community Block Grant ____ - ____
- RESOLUTION NO. 2016-_____, CITY OF BREVARD PROCUREMENT PLAN, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, MOOSE TRACKS & D.D. BULLWINKEL'S
 - EXHIBIT A. CITY OF BREVARD PROCUREMENT PLAN, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, MOOSE TRACKS & D.D. BULLWINKEL'S
- RESOLUTION NO. 2016-_____, RESOLUTION ENACTING CERTAIN POLICIES PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE MOOSE TRACKS & D.D. BULLWINKEL'S OUTDOORS PROJECT

- Exhibit A. Equal Opportunity Plan
- Exhibit B. Residential Antidisplacement & Relocation Plan
- Exhibit C. Anti-Displacement Certification
- Exhibit D. Fair Housing Complaint Procedure, English
- Exhibit E. Fair Housing Complaint Procedure, Spanish
- Exhibit F. Local Economic Benefit for Low and Very Low Income Persons (Section 3) Plan

FISCAL IMPACT: Not Applicable.

RESOLUTION NO. 2016-_____

**RESOLUTION FOR THE CITY OF BREVARD
APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR
THE MOOSE TRACKS &
D.D. BULLWINKEL'S OUTDOORS PROJECT**

WHEREAS, Brevard City Council has previously indicated its desire to assist in economic development efforts within the City of Brevard; and,

WHEREAS, Brevard City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Moose Tracks & D.D. Bullwinkel's Outdoors; and,

WHEREAS, Brevard City Council intends for the City of Brevard to pursue a formal application for Community Development Block Grant funding to benefit Moose Tracks & D.D. Bullwinkel's Outdoors; and will invest monies into the project as committed to in the application; and,

WHEREAS, Brevard City Council certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brevard, North Carolina, that:

Section 01. City Manager of the City of Brevard is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit Moose Tracks & D.D. Bullwinkel's Outdoors.

Section 02. The City Manager is authorized to execute such contracts and agreements as are necessary to effectuate the purpose of this resolution.

Approved and adopted this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-____

RESOLUTION TO ADOPT LANGUAGE ACCESS PLAN

WHEREAS, The City of Brevard has received funding through the State of North Carolina's Community Development Block Grant Program, and;

WHEREAS, The City of Brevard has agreed, by acceptance of the CDBG funds (CDBG No. _____), to abide by the various regulations governing the administration of the Community Development Block Grant Program;

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

Section 1. The City of Brevard hereby officially adopts the Language Access Plan; which is included herein and incorporated by reference as Exhibit A, whereby the City of Brevard must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying persons with limited English proficiency (LEP) equal access to benefits and services for which such persons qualify.

Section 2. This resolution shall take effect immediately and be effective for the life of the grant (CDBG No. _____).

Approved and adopted this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-_____

EXHIBIT A

Providing Meaningful Communication with Persons with Limited English Proficiency

**City of Brevard, North Carolina
05/17/2016 – 05/17/2019**

**For
North Carolina Community Block Grant ____ - _____**

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, the City of Brevard will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the City of Brevard has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the City of Brevard who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the City of Brevard and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The City of Brevard will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by Community Investment and Assistance (CI)) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Joshua Freeman, AICP, CFM
Community Development / Special Projects Director
City of Brevard

95 West Main Street
Brevard, NC 28712
Email: jfreeman@cityofbrevard.com
Telephone: 9828) 885-5601

(Note: The City of Brevard must notify the CI Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)

Check all methods that will be used:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff;
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

Centro Comunitario Hispano Americano
Rodrigo Vargas, Director
300 East Main Street
Brevard, NC 28712
Telephone: (828) 883-2900

has agreed to provide qualified interpreter services. Centro Comunitario Hispano Americanos telephone number is (828) 883-2900, and the hours of availability are Monday, 3:00 p.m. - 5:00 p.m.; Tuesday - Wednesday, 4:30 p.m. - 7:00 p.m.; Thursday, 3:30 p.m. - 5:00 p.m.; Friday, 4:30 p.m. - 7:00 p.m.; Saturday, By Appointment Only

- Other (*describe*):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the City of Brevard. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The City of Brevard will set benchmarks for translation of vital documents into additional languages.
- ii. When translation of vital documents is needed, the City of Brevard will submit documents for translation into frequently-encountered languages.
- iii. The City of Brevard will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The City of Brevard will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE CITY OF BREVARD FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

City Hall main Lobby
Planning Department Lobby

Notification will also be provided through one or more of the following:

Outreach flyers posted in City Hall
Advertisements in the Transylvania Times
Advertisements in the White Squirrel Radio WSQL

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, the City of Brevard will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the City of Brevard will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The City of Brevard will complete an annual compliance report and send this report to CI. (Format will be supplied by CI)

B. Monitoring

The City of Brevard will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the CI upon request.

The City of Brevard will cooperate, when requested, with special review by the CI.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The City of Brevard will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>.

The City of Brevard will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The City of Brevard will notify the appropriate section within CI of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to CI. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The CI Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, City of Brevard Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by CI, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

The Honorable Jimmy Harris, Mayor
City of Brevard

Date

RESOLUTION NO. 2016-___

**CITY OF BREVARD PROCUREMENT PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
MOOSE TRACKS & D.D. BULLWINKEL'S**

WHEREAS, the City of Brevard is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974 as administered through the North Carolina Department of Commerce; and,

WHEREAS, a Procurement Policy is required for the City's CDBG project;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brevard, North Carolina, that:

Section 01. Brevard City Council hereby adopts the attached Procurement Policy (Exhibit A) to be used throughout the implementation of this Community Development Block Grant project.

Approved and adopted this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-__

EXHIBIT A

**CITY OF BREVARD PROCUREMENT PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
MOOSE TRACKS & D.D. BULLWINKEL'S**

In the procurement of supplies, equipment or services in the Moose Tracks & D.D. Bullwinkel's Community Development Block Grant Program, the following policies shall apply:

- 1) Small purchase procedures. These are relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$25,000. Under this procurement method, price or rate quotations shall be obtained from an adequate number of qualified sources. Office supplies and equipment may be secured by this method.
- 2) In competitive sealed bids (formal advertising), sealed bids shall be publicly solicited and a firm, fixed price contract shall be awarded to the responsible bidder whose bid conforming with all the material terms and conditions of the invitation for bids, is lowest in price.
- 3) In competitive negotiations, proposals shall be requested from a number of sources and the Request for Proposals shall be publicized. All aspects of the competitive negotiations shall be carried out in conformance with 24 CFR Part 85. The general administrative contract, appraisal contract, surveying contract and all other required services related to the program implementation shall be awarded utilizing this method. Under this method, special consideration shall be given to experience, technical abilities and familiarity with the services to be provided. Price shall not be the sole consideration for award of contract.

On all procurement, efforts shall be made to solicit bids from qualified small, female and minority business firms.

In all cases, procurement under this Policy must conform to the requirements for procurement set forth in 24 CFR Part 85.

An adequate record of procurement must be maintained to insure that these policies and the requirements of 24 CFR Part 85 have been followed in their entirety.

RESOLUTION NO. 2016-_____

**RESOLUTION ENACTING CERTAIN POLICIES PERTAINING TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT
FOR THE MOOSE TRACKS &
D.D. BULLWINKEL'S OUTDOORS PROJECT**

WHEREAS, the City of Brevard must enact and adhere to certain policies to ensure compliance with Federal and State regulations associated with the community development block grant program.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brevard, North Carolina, that:

Section 01. Brevard City Council hereby adopts and enacts the following policies:

Exhibit A. Equal Opportunity Plan

Exhibit B. Residential Antidisplacement & Relocation Plan

Exhibit C. Anti-Displacement Certification

Exhibit D. Fair Housing Complaint Procedure, English

Exhibit E. Fair Housing Complaint Procedure, Spanish

Exhibit F. Section 3 Plan

Approved and adopted this the ____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-_____

EXHIBIT A

City of Brevard, North Carolina

Equal Opportunity Plan
For

Community Development Block Grant ___ - ___
Moose Tracks & D.D. Bullwinkel's
May 16, 2016 - May 16, 2019

A. Equal Housing Opportunity Plan

Civil Rights Act of 1964

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

The Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Executive Order 12892, Equal Opportunity in Housing

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner affirmatively to further the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

The City of Brevard, North Carolina, shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading Brevard in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The City of Brevard shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the CDBG documents intended to be shared with the public.

The City of Brevard shall post in public buildings and the CDBG project area the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

The City of Brevard shall inform housing providers, real estate professionals, property management firms, and the community at large of Equal Housing Opportunity policies, laws and responsibilities through placement of notices upon the City of Brevard's Facebook page, through the City's newsletter, and through direct mailings to firms and organizations.

B. Equal Employment Opportunity Plan

The City of Brevard maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the City of Brevard prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City of Brevard shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the following individual to assist in the implementation of this policy statement:

Joshua Freeman, AICP, CFM
Community Development / Special Projects Director
City of Brevard
95 West Main Street
Brevard, NC 28712
Email: jfreeman@cityofbrevard.com
Telephone: 9828) 885-5601

The City of Brevard shall develop a self-evaluation mechanism to provide periodic examination and evaluation. Every two years the results of the self-evaluation reporting on the progress of Equal Employment Opportunity and Affirmative Action will be presented to Brevard City Council. Records presented to Brevard City Council shall be maintained in the files and will be provided to the State as needed.

The City of Brevard is committed to this policy and is aware that with its implementation, the City of Brevard will receive positive benefits through the greater utilization and development of all its human resources.

The City of Brevard shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the CDBG documents intended to be shared with the staff and the public.

The City of Brevard shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The City of Brevard shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Approved and adopted this _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-_____

EXHIBIT B

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
CITY OF BREVARD, NORTH CAROLINA**

**FOR
COMMUNITY DEVELOPMENT BLOCK GRANT ____ - ____
MOOSE TRACKS & D.D. BULLWINKEL'S
MAY 16, 2016 - MAY 16, 2019**

This Residential Antidisplacement and Relocation Assistance Plan is prepared by the City of Brevard in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, by the City of Brevard will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

A. Relocation Assistance to Displaced Persons

The City of Brevard will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

B. One-for-One Replacement of Lower-Income Dwelling Units

The City of Brevard will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375. Before entering into a contract committing City of Brevard to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Brevard will make public by advertisement in the Transylvania Times and submit to State CDBG Program(s) at the North Carolina Department of Commerce, the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. *NOTE: See also 24 CFR 42.375(d).*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Brevard will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

C. Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City of Brevard may submit a request to the State (NCDC) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

D. Contacts

The following City of Brevard Staff member is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period, and for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use:

Joshua Freeman, AICP, CFM
Community Development / Special Projects Director
City of Brevard
95 West Main Street
Brevard, NC 28712
Email: jfreeman@cityofbrevard.com
Telephone: 9828) 885-5601

Approved and adopted this _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk



The City of
Brevard
North Carolina

RESOLUTION NO. 2016-__

EXHIBIT C

**Residential Anti-Displacement and
Relocation Assistance Certification**

I hereby certify that the City of Brevard, North Carolina, has adopted and is following a written Residential Anti-Displacement and Relocation Assistance Plan that conforms with the Requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

Jimmy Harris, Mayor

Name and Title of Certifying Official

Signature of Certifying Official

Date

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-__

EXHIBIT D

**CITY OF BREVARD, NORTH CAROLINA
FAIR HOUSING COMPLAINT PROCEDURE**

The City of Brevard has Community Development Block Grant (CDBG) projects currently in progress. The CDBG program requires that a Fair Housing plan and complaint procedure be adopted by the City.

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 and by the North Carolina State Fair Housing Act. In an effort to promote fair housing and to ensure that the rights of housing discrimination victims are protected, The City of Brevard has adopted the following procedures for receiving and resolving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in the City may do so by informing the City Community Development Director of the facts and circumstances of the alleged discriminatory act or practice;
2. Upon receiving a housing discrimination complaint, the City Community Development Director shall inform the North Carolina Human Relations Commission (Commission) about the complaint. The City Community Development Director shall then assist the Commission and the complainant in filing an official written housing complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII;
3. The City Community Development Director shall offer assistance to the Commission in the investigation and conciliation of all housing discrimination complaints, which are based upon events occurring in City of Brevard.
4. The City Community Development Director shall publicize within Transylvania County area that the City Community Development Director is the local official to contact with housing discrimination complaints based upon events occurring in City of Brevard;
5. All complaints shall be acknowledged within ten (10) days of receipt.

If you have any questions about the complaint procedure or would like to register a complaint, please contact the City Community Development Director at (828) 885-5601 or for TDD assistance (800) 697-4580.

Approved and adopted this _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

RESOLUTION NO. 2016-XX

EXHIBIT E

CIUDAD DE Brevard
FERIA DE VIVIENDA PROCEDIMIENTO DE DENUNCIA

La Ciudad de Brevard ha de Desarrollo Comunitario (CDBG) proyectos actualmente en curso. El programa CDBG requiere que un plan de Equidad de Vivienda y procedimiento de denuncia sea aprobado por la Ciudad.

discriminación en la vivienda está prohibida por el Título VIII de la Ley de Derechos Civiles de 1968 y por la North Carolina State Ley de Vivienda Justa. En un esfuerzo por promover la equidad de vivienda y garantizar que los derechos de las víctimas de discriminación en la vivienda estén protegidos, La Ciudad de Brevard ha adoptado los siguientes procedimientos para recibir y resolver quejas de discriminación en la vivienda:

1. Cualquier persona o personas que deseen presentar una queja por discriminación en la vivienda en la ciudad puede hacerlo informando a la ciudad el director de Planeación de los hechos y las circunstancias del supuesto acto o práctica discriminatoria;
2. Al recibir una queja por discriminación en la vivienda, la Ciudad director de Planeación informará a la de Carolina del Norte Comisión de Relaciones Humanas (Comisión) sobre la queja. El entonces Director de Planificación Municipal asistirá a la Comisión y el denunciante en la presentación de una queja oficial por escrito de vivienda con la Comisión, de conformidad con la Ley de Vivienda Justa del Estado y Título VIII;
3. El director de Planeación de la ciudad deberá ofrecer asistencia a la Comisión en la investigación y la conciliación de todas las quejas de discriminación de vivienda, que se basan en hechos ocurridos en la ciudad de Brevard.
4. El director de Planeación de la ciudad al público folletos en Transilvania zona del Condado que la ciudad es el director de Planeación de las autoridades locales con el contacto con quejas de discriminación basada en hechos ocurridos en la ciudad de Brevard;
5. Todas las quejas deberán ser aceptadas dentro de los diez (10) días siguientes a la recepción.

Si usted tiene alguna pregunta sobre el procedimiento de denuncia o si desea presentar una queja, por favor contacte al Director de Desarrollo de la Ciudad (828) 885-5601 o de asistencia TDD (800) 697-4580.

APROBADO, el día de 16 de Mayo, 2016

RESOLUTION NO. 2016-_____

EXHIBIT F

**CITY OF BREVARD, NORTH CAROLINA
LOCAL ECONOMIC BENEFIT FOR LOW AND VERY LOW
INCOME PERSONS (SECTION 3) PLAN**

To insure that to the greatest extent possible contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the City of Brevard has developed and hereby adopts the following plan;

1. This Section 3 plan shall apply to services and needed in connection with the grant including but not limited to businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

2. This Section 3 covered project area for the purpose of this grant shall include the City of Brevard, Transylvania County, and portions of immediately adjacent counties.

3. When in need of a service, the City of Brevard will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

4. The City of Brevard will include this Section 3 clause in all contracts executed under this CDBG Program. Where deemed necessary, listings from any agency noted in No. 3 above, shall be included as well as sources of subcontracts and suppliers.

5. The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan that will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Transylvania County Employment Security Commission shall be notified and referred to the contractor.

6. Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the office of the City Clerk of the City of Brevard, and shall be updated from time to time or as the grant staff may deem necessary.

Approved and adopted this _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

STAFF REPORT: New Business

Date: May 16, 2016

Title: FEMA's Assistance to Firefighters Grant

Speaker: Craig F. Budzinski, Fire Chief

From: Craig F. Budzinski, Fire Chief

Prepared by: Craig F. Budzinski

Approved by: Jim Fatland, City Manager

Executive Summary:

Council will consider accepting the awarded 2015 FEMA Assistance to Firefighters Grant Program grant.

Background:

The City of Brevard Fire Department requests acceptance of the award for 2015 FEMA Assistance to Firefighters Grant Program to replace our Self Contained Breathing Apparatus breathing air compressor. Our current compressor is over 20 years old and at the end of its useful life cycle.

Fiscal Impact:

The grant amount is for \$40,000. If accepted, the local match of \$2,000 will come from the Fire Department Special Revenue Fund Balance.

Policy Impact:

None

Staff Recommendation:

Accept FEMA Assistance to Firefighters Grant in the amount of \$40,000.



The City of *Brevard* North Carolina

AGENDA ITEM

DATE: May 16, 2016

TO: Mayor and City Council Members

SUBJECT: Purchase Contract and Budget Ordinance for Downtown Parking Lot

PRESENTERS: Jim Fatland, CPFO, City Manager
Aaron Bland, AICP, Planner & Assistant Zoning Administrator

BACKGROUND: The City Council at its retreat held on January 28-29, 2016 reiterated its desire to look at opportunities for additional parking in Downtown Brevard. During this past year the City has expanded and improved the existing parking lot across from City Hall and entered into a parking lot lease at the former First Union Bank property.

The City Council has authorized its City Manager to negotiate a purchase of property at the corner of Jordan and Caldwell Streets. An agreement has been reached between the City of Brevard and Rebecca and Robert Wood for \$300,000.

Staff has obtained estimates for grading, paving and demolition of the existing building on the property. A project budget ordinance has been prepared for City Council consideration to develop a parking lot for up to forty (40) spaces.

RECOMMENDATION:

- (1) Approve purchase contract with Rebecca Freeman Wood and Robert Burkes Wood for property located on corner of Jordan and Caldwell Streets in amount of \$300,000
- (2) Approve Project Ordinance Authorizing Development of Downtown Parking Lot at corner of Jordan and Caldwell Streets

FISCAL IMPACT: Source of funds for the \$300,000 purchase of the property is from General Fund Balance and \$100,000 for building demolition, grading and paving is from the Downtown Master Plan Fund.

OFFER TO PURCHASE AND CONTRACT
 [Consult "Guidelines" (Form 2G) for guidance in completing this form]

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

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

(a) "Seller": Rebecca Freeman Wood and Robert Burkes Wood

(b) "Buyer": City of Brevard

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.**

Street Address: Corner W. Jordan and S. Caldwell St
 City: Brevard Zip: 28712

County: Transylvania, North Carolina

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

Legal Description: (Complete ALL applicable)
 Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 8586-40-7718-000

Other description: Plat File 16, Slide 135

Some or all of the Property may be described in Deed Book _____ at Page _____

(d) "Purchase Price":
 \$ 300,000.00
 \$ N/A
 \$ 5,000.00
 \$ N/A
 \$ N/A
 \$ N/A
 \$ N/A
 \$ 295,000.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, EITHER with this offer OR within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer no later than _____ **TIME** **BEING OF THE ESSENCE** with regard to said date.
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall

Buyer Initials JRW Seller Initials RFW BM

have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): _____

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

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

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

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on May 19, 2016 *TIME BEING OF THE ESSENCE* with regard to said date.

Buyer Initials _____

Seller Initials RFW BM

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

(l) "Settlement Date": The parties agree that Settlement will take place on May 30, 2016 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

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

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

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. FIXTURES AND EXCLUSIONS:

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: _____

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisibles fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified Items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (identify those items to be excluded under

Buyer Initials _____ Seller Initials RFW BM

subparagraphs (b) and (c)): _____

Seller shall repair any damage caused by removal of any items excluded above.

*NOTE: Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: _____
None

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

Buyer Initials _____ Seller Initials RFW BM

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.** Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 20.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

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

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

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

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: FHA VA (attach FHA/VA Financing Addendum) Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete the purchase.

Buyer Initials _____ Seller Initials RFW BM

(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

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

(d) Residential Property and Owners' Association Disclosure Statement (check only one):

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): Commercial real estate

(e) Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): Waived

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. BUYER OBLIGATIONS:

(a) Owners' Association Fees/Charges: Buyer shall be responsible for the payment of any fees charged by an owners' association for information relating to Buyer's Due Diligence other than those fees to be paid by Seller under Paragraph 8(j).

(b) Responsibility for Proposed Special Assessments: Buyer shall take title subject to all Proposed Special Assessments.

(c) Responsibility for Certain Costs: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

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

7. SELLER REPRESENTATIONS:

(a) Ownership: Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.

Buyer Initials _____ Seller Initials RFW BBW

does not yet own the Property.

(b) Lead-Based Paint (check if applicable):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum (Standard Form 2A9-T)).

(c) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____

(d) Owners' Association(s) and Dues: Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

8. SELLER OBLIGATIONS:

(a) Evidence of Title and Payoff Statement(s): Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

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

(c) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

Buyer Initials _____ Seller Initials RFW RFW

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

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

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

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

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

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: City of Brevard

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any transfer or similar fee imposed by the owners' association; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and

Buyer Initials _____ Seller Initials RFW [Signature]

Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. HOME WARRANTY: Select one of the following:

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. POSSESSION: Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (NOTE: Consider attaching Additional Provisions Addendum (Form 2A-11-T) or

Buyer Initials _____ Seller Initials RFW JFW

Vacation Rental Addendum (Form 2A13-T)

15. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- Additional Provisions Addendum (Form 2A11-T)
- Additional Signatures Addendum (Form 3-T)
- Back-Up Contract Addendum (Form 2A1-T)
- Contingent Sale Addendum (Form 2A2-T)
- FHA/VA Financing Addendum (Form 2A4-T)
- Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- Loan Assumption Addendum (Form 2A6-T)
- New Construction Addendum (Form 2A3-T)
- Seller Financing Addendum (Form 2A5-T)
- Short Sale Addendum (Form 2A14-T)
- Vacation Rental Addendum (Form 2A13-T)

~~OTHER:~~ See attached Provisions and Conditions. RFU BW "No other conditions"

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

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

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

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

20. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

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

23. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall

Buyer Initials _____ Seller Initials RFU BW

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

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

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

Date: _____

Buyer: City of Brevard

Date: _____

Buyer: _____

Entity Buyer: City of Brevard
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: City of Brevard

Title: Mayor

Date: _____

Date: 5-2-16

Seller: Rebecca Freeman Wood
Rebecca Freeman Wood

Date: 5-2-2016

Seller: Robert Wood
Robert Burkes Wood

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

THIS INSTRUMENT HAS BEEN
PREAUDITED IN ACCORDANCE
WITH THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL
ACT AND MONIES TO FALL DUE
HAVE BEEN DULY APPROPRIATED

[Signature]
FINANCE DIRECTOR

Buyer Initials _____ Seller Initials RFW RMW

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 95 W. Main Street
Brevard, NC 28712

Buyer Fax#: _____

Buyer E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address: _____

Individual Selling Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 9 Golf Street
Asheville, NC 28801

Seller Fax#: _____

Seller E-mail: _____

LISTING AGENT NOTICE ADDRESS:

Firm Name: _____
Acting as Seller's Agent Dual Agent

Mailing Address: _____

Individual Listing Agent: _____
 Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials _____ Seller Initials RFW BBW

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Rebecca Freeman Wood and Robert Burkes Wood ("Seller")

Buyer: City of Brevard ("Buyer")

Property Address: Corner W. Jordan and S. Caldwell St, Brevard, NC 28712 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date _____ Seller: _____
(Signature)

Date _____ Seller: _____
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

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

Date 4.28.16 Firm: Ramsey & Pratt, P. A.

By: [Signature]
(Signature)

Michael K. Pratt
(Print name)

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

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

Date _____ Firm: _____

By: _____
(Signature)

(Print name)

Buyer Initials _____ Seller Initials RFW RMW

ORDINANCE NO. 2016-____

AN ORDINANCE AUTHORIZING DEVELOPMENT OF DOWNTOWN PARKING LOT

WHEREAS, in accordance with the applicable provisions of the North Carolina Local Government Budget and Fiscal Control Act; and

WHEREAS, the City of Brevard requires certain fiscal actions to effectively provide continued and improved service to its citizens; and

WHEREAS, the Brevard City Council now desires to establish a project budget to account for the revenues and expenditures associated with the development of a Downtown Parking Lot at the corner of Jordan and Caldwell Streets; and

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

Section 1. Revenue for the Downtown Parking Lot Project is budgeted as follows:

REVENUE	
Downtown Master Plan Fund	\$100,000
Transfer from General Fund	<u>\$300,000</u>
Total Revenue	\$400,000

Section 2. Expenditures for the Clemson Park reconstruction project are budgeted as follows (Fund 83-6200-4500 Clemson Park & Other Downtown):

EXPENDITURES	
Property Purchase	\$300,000
Building Demolition	\$20,000
Grading and Paving	<u>\$80,000</u>
Total Expenditures	\$400,000

Section 3. This Ordinance shall remain in effect until the Downtown Parking Lot Project is completed.

Section 4. The City Manager is hereby authorized and instructed to take appropriate actions to implement this Ordinance, including but not limit to the execution of contracts and agreements.

Section 5. This Ordinance shall become effective upon its adoption and approval.

Approved and adopted this the _____ day of _____, 2016.

Jimmy Harris
Mayor

ATTEST:

Desiree D. Perry, CMC, NCCMC
City Clerk

APPROVED AS TO FORM:

Michael K. Pratt
City Attorney

Remarks / Future Agenda Considerations

Closed Session(s)

North Carolina General Statute 143-318.11 Closed Sessions.

(a) Permitted Purposes. – It is the Policy of the State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required.