

# Town of Laurel Park Town Council Regular Meeting October 21, 2025, at 9:30 AM Town Hall - 441 White Pine Drive, Laurel Park, NC 28739

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment
- 4. Approval of the Agenda
- 5. Consent Agenda
  - A. Minutes: 9/16/25 and 9/26/25
  - B. Quarterly Year-to-Date Budget Report
  - C. Quarterly Tax Collection Report
  - D. Quarterly Zoning Report
- 6. Old Business
  - A. Approval of Carolina Climbers Coalition MOU
- 7. New Business
  - A. Discussion of Board of Adjustment Applicants
- 8. Staff Reports
  - A. Town Manager
  - B. Public Works
  - C. Police
  - D. Administration
- 9. Mayor and Commissioner Comments
- 10. Closed Session: NC GS §143-318.11(a)(6) to consider the qualifications, competence, performance, condition of appointment of a public officer or employee, which privilege is hereby acknowledged.
- 11. Adjournment

Item 5A/B/C/D: Consent Agenda

Presenter: Mayor O'Cain

Attachment(s): Yes/No

• Minutes: 9/16/25 and 9/26/25

• Quarterly Year-to-Date Budget Report

• Quarterly Tax Collection Report

• Quarterly Zoning Report

Suggested Motion: Approve/Deny the minutes of 9/16/25 and 9/26/25.

### Town Of Laurel Park Fiscal Year 2026 1st Quarter Totals (July - Sept)

#### **REVENUES**

	Budgeted		Received		Outstanding		Frequency
Taxes-Current/Prior Year/Interest/DMV	\$	2,835,711.00	\$	447,029.53	\$	2,388,681.47	Monthly
Sales & Use Tax	\$	977,600.00	\$	328,482.79	\$	649,117.21	Monthly
Solid Waste Disposal Tax	\$	1,600.00	\$	425.48	\$	1,174.52	Quarterly
Interest Earned	\$	90,000.00	\$	46,348.40	\$	43,651.60	Monthly
Powell Bill	\$	125,000.00	\$	62,866.58	\$	62,133.42	Bi-Annually
NC Utilities Franchise Tax	\$	175,000.00	\$	46,009.40	\$	128,990.60	Quarterly
Bldg/Zoning	\$	6,500.00	\$	600.00	\$	5,900.00	Random
Park Contributions/Contributions/Centennial	\$	15,200.00	\$	9,662.00	\$	5,538.00	Random
ABC Funds/ABC Fund Police	\$	120,000.00	\$	26,840.00	\$	93,160.00	Quarterly
Video Programming	\$	18,000.00	\$	3,810.43	\$	14,189.57	Quarterly
Stormwater	\$	75,000.00	\$	26,063.62	\$	48,936.38	Monthly
Total	\$	4,439,611.00	\$	998,138.23	\$	3,441,472.77	

#### **EXPENDITURES**

	Budgeted		Spent	Available
Governing Board	\$ 64,400.00	\$	10,804.20	\$ 53,595.80
Administration	\$ 953,200.00	\$	270,381.91	\$ 682,818.09
Police	\$ 1,106,700.00	\$	229,006.36	\$ 877,693.64
Fire Contract	\$ 626,911.00	\$	313,455.69	\$ 313,455.31
Public Works	\$ 1,026,300.00	\$	181,320.59	\$ 844,979.41
Sanitation Contract	\$ 265,000.00	\$	44,131.50	\$ 220,868.50
Parks	\$ 303,100.00	\$	40,070.71	\$ 263,029.29
Stormwater	\$ 75,000.00	\$	2,190.82	\$ 72,809.17
Hurricane Helene	\$ 3,222,795.92	\$	157,344.68	\$ 3,065,451.24
Roads & Powell Bill	\$ 865,023.00	\$	-	\$ 870,578.51
ARPA	\$ 96,823.92	\$	-	\$ 96,823.92
Hwy 64	\$ -	\$	4,638.00	\$ (4,638.00)
Total	\$8,605,253.84	\$:	1,253,344.46	\$7,362,102.88



#### TOWN OF LAUREL PARK TAX COLLECTOR'S REPORT

**TO:** Laurel Park Board of Commissioners

FROM: Stephanie Banks, Deputy Tax Collector

**DATE:** Tuesday, October 21, 2025

**SUBJECT:** September 2025 Tax Collector Report

According to GS 105-350(7) it is the duty of the Tax Collector to submit to the governing body once a quarter at the regular meeting, a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), provided by the Henderson County Tax

Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

#### **CURRENT YEAR TAX -ALL TAXES, LIENS, LATE LIST PENALTIES, INTEREST AND FEES**

Billed	\$ 2,648,598.64
Collected	\$ 622,974.82
Outstanding real and personal property taxes	\$ 2,025,623.82

TAX COLLECTION PERCENTAGE FOR CURRENT TAX YEAR 23.52%

#### PRIOR YEAR TAXE(S) COLLECTED WITHIN THE MONTH

Collected \$ -



# Zoning Quarterly Update Report

## Status of Single-Family Residential Dwellings

Address	Homeowner	Status
86 Tudor Lane	Barbara Lloyd	LPZCP
Lot 10 Clays Cove Road	Jessamine Hernandez	UC
Lot 2B Sabine Drive	Paula Bailey	UC
36 Fawn Turn Lane	Sigfrid Della Valle	UC

#### Status Legend:

LPZCP = Laurel Park Zoning Compliance Permit Issued \* UC = Under Construction \* NC = Nearly Complete

## Other Permits Issued

Туре	Address or PIN	Number
Addition or Remodel	458 Sabine Drive	1
Accessory Structure or	1620 Brevard Road &	2
Use	723 Old Orchard Drive	
Deck	607 Woodbyne Ave. &	2
	1400 Fleetwood Plaza	
Fence	1903 Country Club Rd.	1
Sign		
Subdivision	1819/1821 Windsor	1
	Drive	
Total		7

Item 6A: Approval of Carolina Climbers Coalition MOU

Presenter: Town Manager Reeves

Attachment: Yes/No

• Memorandum of Understanding

Item Summary: The Carolina Climbers Coalition is a nonprofit that conserves and protects public access climbing areas in the Carolinas and beyond. The Coalition presented to the Parks and Greenways Board as well as the Town Council earlier this year and both were supportive of having the Town move forward with this agreement.

Suggested Motion: Approve/Deny the Memorandum of Understanding with the Carolina Climbers Coalition.

#### MEMORANDUM OF UNDERSTANDING

Between the

#### **TOWN OF LAUREL PARK**

And

#### **CAROLINA CLIMBERS COALITION**

#### **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to develop a framework between The Town of Laurel Park and the Carolina Climbers Coalition (CCC) on stewardship activities, outreach to the climbing community, and trail maintenance at Laurel Park's Jump Off Rock.

#### **AUTHORITY**

This MOU is entered into under the authority o	of
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#### THE PARTIES

#### The Town of Laurel Park

The Town of Laurel Park values its people, its strong sense of community, and its mountain environment. The Town envisions a future where balanced decision-making results in a quality community where people have choices. The Town is responsive to the needs of residents today and adapts to serve its neighbors of tomorrow.

#### Carolina Climbers Coalition

The CCC is a nonprofit, formed in 1995 to protect, preserve, and expand climbing opportunities in the Carolinas. They serve their mission through stewardship, community building, conservation, and public access-related work.

#### STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Town of Laurel Park and the CCC recognize the value of promoting responsible use of park and town-owned land. The Town of Laurel Park and the CCC share a common interest in maintaining the natural beauty of the park while allowing park visitors to hike, boulder, and enjoy the environment of Jump Off Rock.

#### CCC and the TOWN OF LAUREL PARK, GENERAL AGREEMENTS

#### 1A. TOWN OF LAUREL PARK AGREES TO:

- 1. Where appropriate, permit the CCC to work with Town of Laurel Park staff and/or the Parks and Greenways Advisory Board to steward Jump Off Rock. Upon approval from the Town of Laurel Park, stewardship tasks may include graffiti removal, trash clean up, and trail work.
- 2. Where appropriate, make Jump Off Rock property available for bouldering, hiking, and other approved recreational activities.
- 3. Where appropriate and as needed, work with the CCC to identify mutually beneficial funding opportunities for facilities, trail improvements, and maintenance.
- 4. As needed, communicate times of closures of Jump Off Rock.

#### 1B. THE CAROLINA CLIMBERS COALITION AGREES TO:

- 1. Assist the Parks and Greenways Advisory Board on trail work at Jump Off Rock.
- 2. Upon approval from the Parks and Greenways Advisory Board, clean unsightly graffiti from the boulders and trash around the boulders at Jump Off Rock.
- 3. Develop and maintain a communications network for contacting regional visitors interested in bouldering.
- 4. Where appropriate, create and publicly share educational information regarding land use ethics related to bouldering.
- 5. Promote the Town of Laurel Park as a town that values its people, its strong sense of community, and its mountain environment.



# G. IT IS MUTUALLY AGREED BY THE TOWN OF LAUREL PARK and the CCC THAT:

1.	The principal contacts for this agreement are:				
	Laurel Park Representative: Title: Address:				
	Tel:				
	Mike Reardon Executive Director Carolina Climbers Coalition 13 Goldview Dr Asheville, NC 28804				

Tel: 828-280-4046

- 2. This MOU does not establish authority for a noncompetitive award to the CCC of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed to affect the authorities of the participants, find them beyond their representative authorities, or require any of the participants to obligate or expend funds.
- 3. Nothing in this agreement will be interpreted to imply that the Town of Laurel Park endorses any product, service, or policy of the CCC. The CCC will not make any action or make any statement that suggests or implies such endorsement.
- 4. This MOU in no way restricts the Town of Laurel Park or the CCC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color call, religion, sex, national origin, or disability.
- 6. Nothing herein is intended to conflict with the current Town of Laurel Park directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are not inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.

- 7. This MOU becomes effective upon the last signature of the Town of Laurel Park and the CCC and, unless terminated, shall be in force for ten years therefrom, at which time this info shall automatically renew unless edited and renewed by both parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto (at the address set forth above or as otherwise indicated).
- 8. Modifications to this instrument shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

In witness here of, the parties hereto have executed this MOU.				
Title: Town of Laurel Park	Date:			
Executive Director	Date:			

Carolina Climbers Coalition

#### **BOULDERING**

Bouldering: Involves an individual climber that uses natural geologic features to ascend a rock 5-20 feet in height. Equipment includes climbing shoes and protective landing equipment, also known as a bouldering pad. A partner (or several) often provide a 'spot' to help protect a boulderer to make a safe fall. Severe injuries from bouldering are very rare. Knowledgeable participants understand the inherent risks and dangers associated with bouldering and act accordingly.

Regional nearby municipalities with bouldering agreements on their land include the **Town of Lake Lure**, the **Village of Chimney Rock**, **The Town of Boone**, **Alexander County Parks and Recreation**, and the **Town of Tryon**.

#### Bouldering visual:



#### **Graffiti Removal**

It is sad to see a natural wonder vandalized with graffiti. Jump Off Rock has a severe graffiti problem and the CCC has the person power and tools to solve that problem. The CCC works on graffiti removal with state, federal, private, and municipal lands.

Right: before/after of our graffiti removal work at Raven Rock, Henderson County. We performed this removal work in 2023 and the park has remained graffiti free since.



Below: One example of many of the current graffiti spots at Jump Off Rock



Item 7A: Discussion of Board of Adjustment Applicants

Presenter: Town Clerk Banks

Attachment(s): Yes/No

• Board of Adjustment Applications

Summary of Item: The Board of Adjustment is a quasi-judicial board governed by authority of Chapter 160D-302 of the North Carolina General Statutes.

Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Alternate members serve on the Board in the event of an absence of any regular member and are expected to attend all meetings. Alternate members are appointed for the same term and in the same manner as regular members for each jurisdiction. Each alternate member, while attending any regular or special meeting of the Board and serving in the absence of any regular member, has and may exercise all the powers and duties of a regular member.

The current vacancies include: one ETJ regular member, one ETJ alternate, and one Laurel Park alternate.