



**Town Council
Work Session
April 11, 2024**

THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON
Please visit www.laurelpark.org for more information

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Old Business**
- 4. New Business**
 - A. Demolition Contract- 1512 Brevard Road
 - B. Interlocal Tax Agreement
 - C. Ecusta Trail Discussion
 - D. State of the Town Dinner Discussion
- 5. Agenda Review**
- 6. Adjournment**



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Demolition Contract- 1512 Brevard Road

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Town of Laurel Park Demolition Contract

Summary of Item:

The Town of Laurel Park owns property at 1512 Brevard Road, with two dilapidated buildings on it. Both buildings were tested for asbestos and it was found in one of them. The asbestos has been remediated.

The Town conducted a request for proposals for demolition services beginning on 2/28/24 and ending three weeks later. Staff sent it directly to local vendors, posted it on our website, and advertised it through the state's Historically Underutilized Business listserv.

Two bids were received in response, but they both were for less than \$30,000 and therefore fall into the informal bidding category. As such, we can proceed with the two bids.

Lancaster Excavating & Demolition, LLC of Canton, NC had the lowest bid at \$15,400. Staff checked their references, which reported that Lancaster was on time, on budget, and performed quality work.

Staff recommends the approval of the proposed contract with Lancaster Excavating & Demolition, LLC. The project is fully funded in the Contracted Services line item of the Town Hall Capital Project Fund.

Council Action Requested:

Review and discuss the contract for demolition services with Lancaster Excavating & Demolition, LLC.

Suggested Motion:

Move to approve the contract for demolition services in the amount of \$15,400 with Lancaster Excavating & Demolition, LLC.

Demolition Contract

This Demolition Contract ("Contract") is entered into on _____ by and between Lancaster Excavating and Demolition LLC ("Contractor") and Town of Laurel Park ("Owner").

WHEREAS the Owner possesses property located at 1512 Brevard Rd. Laurel Park, NC 28739 ("primary structures").

WHEREAS the Contractor possesses the necessary qualifications, experience, equipment, and ability to complete this demolition.

WHEREAS the Contractor shall provide demolition services of the primary structures and the Owner shall pay for the services rendered.

WHEREAS the Contractor shall provide Public Liability and Property Damage Insurance and Vehicle Liability Insurance

WHEREAS the Contractor shall provide workers compensation insurance.

Scope of Services

General:

The Contractor shall obtain and provide all permits, labor, expertise, equipment, machines, and tools necessary to perform the demolition services at the work site identified. The Contractor shall verify the utility services have been disconnected prior to accomplishing the physical disconnections and any capping or terminations necessary to proceed with demolition. The property was inspected and determined to have a presence of asbestos. The asbestos abatement project was completed on December 15, 2022. A copy of the report is available upon request.

Mobilization:

The Contractor shall be capable of mobilizing their equipment and crew within seven (7) calendar days of the receipt of Notice to Proceed. The Contractor shall work expeditiously to obtain permits and proceed with the work, if required.

Scope of Work:

The scope of work includes, but is not limited to demolition of the primary structures on the property and removal and disposal of concrete pads, sidewalk and driveways, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc. The finished surface shall be reasonably smooth compacted and free from irregular surface changes. Demolition will include the cost of "final disposal" of debris in a manner that complies with all local, state, and federal guidelines, and codes. Concrete pads, slabs or driveways will be removed and disposed of properly. In addition to the general requirements, the following conditions shall also be required:

- 1) The Contractor is responsible for demolishing the primary structures and removing the resulting debris, as well as any associated outbuildings on the property. Where work is adjacent to the street, the contractor shall conduct the work in a manner that will avoid the accumulation of debris from its operations on the traffic areas of the adjacent streets or roadways.
- 2) All demolition debris shall become the property of the Contractor. It shall be the Contractor's responsibility to remove and dispose of, from the site, all materials in accordance with federal, state, and local guidelines, ordinances, and codes.
- 3) The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with State Department of Transportation regulations.

- 4) Completely remove below-grade construction, including foundation walls, footings, driveways, and walkways. Below-grade areas and voids resulting from demolition of the structure shall be filled with selected back-fill and graded to grade-level. Seed and straw all back-fill areas utilizing a mixture of fescue and winter rye grass seed.
- 5) The Contractor shall remove and cap any existing or abandoned utilities on the site. These service lines shall be fully removed to the extent possible.
- 6) All relevant streetside appurtenance including fire hydrants and street signs shall be left undamaged during demolition and debris removal. Damaged, disconnected and/or out-of-place street side appurtenance, such as fire hydrants, manhole covers and street signs shall not be collected, unless otherwise directed by the Town's representative. Locations of previously damaged appurtenance shall be reported to the Town's representative prior to beginning work.
- 7) Hazardous or toxic waste must be disposed of in accordance with federal and state laws and local ordinances. The Contractor is to notify the Town's representative immediately of any situation which may cause a health or safety risk to the public.

In addition, the Contractor is not responsible for the closing of any wells that may or may not be on the property. If the property has a well(s) located on it, the Contractor shall notify the Town immediately.

Any changes to the demolition contract will be issued in the form of a written addendum. Verbal information will not be considered binding. Once issued, an addendum becomes a part of the contract.

Upon issuance of a contract award by the Town of Laurel Park, the contractor will perform the services as specified at the stated prices, within the time specified, in accordance with all provisions of the bid documents.

Permits and Ordinances

In all operations connected with the work herein specified, all federal, state, county, and local ordinances and laws controlling or limited in any way, the action of those engaged in the work must be respected and strictly complied with.

The Contractor is responsible and must obtain all permits, including local permits, and pay fees as required. The Contractor Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: The Contractor's Liability shall be in an amount not less than \$500,000.00 for Bodily Injury, including accidental death, to any one person and an amount not less than \$1,000,000.00 on account of any one occurrence. Property damage Insurance in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. Vehicular Liability of \$300,000.00 for any one person or \$500,000.00 for each occurrence.

Payment

The Owner shall pay promptly the total amount due in the amount of **\$15,400.00**. The Contractor shall submit invoices directly to Accounts Payable 441 White Pine Dr. Laurel Park, NC 28739, or ap@laurelpark.org. Invoices emailed to the Town shall be emailed in PDF format. Invoices exceeding the limits established by this contract/purchase order or for materials or services not qualifying under its specifications as ordered are not subject to payment. Partial payment may be authorized and made upon

properly executed invoices of delivered goods, or services rendered. Final payment will be made when materials, supplies, equipment, or services rendered have been fully delivered or executed and accepted.

Contractor:

Lancaster Excavating and Demolition LLC
Post Office Box 10
Canton NC 28716

Contractor Authorized Signer: _____

Title: _____

Date: _____

Owner:

Town of Laurel Park
441 White Pine Dr.
Laurel Park, NC 28739

Customer Authorized Signer: _____

Title: _____

Date: _____



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Interlocal Tax Agreement

Presenter: Alex Carmichael, Town Manager

Attachment(s): Yes/No

- Interlocal Agreement for Tax Collections

Summary of Item:

NCGS 160A-461 authorizes cities in North Carolina to contract with the county for the provision of their city property tax billing and collection, and to reimburse the county for those services. On April 17, 2019, the County approved an Interlocal Agreement with the Town of Laurel Park authorizing the Tax Collector to begin collecting current year taxes from July 1, 2019 through June 30, 2024.

Town staff asked the County to prepare a new agreement authorizing the County Tax Collector to collect current year taxes from July 1, 2024 through June 30, 2029. County and Town staff have worked through the specifics of an Interlocal Agreement, with the same terms as are in the current agreement.

Council Action Requested:

Review and discuss the proposed interlocal agreement with Henderson County for collection of Laurel Park taxes.

Suggested Motion:

Move to approve the Interlocal Agreement for Tax Collections and authorize the Town Manager to sign.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTERLOCAL AGREEMENT FOR TAX COLLECTION

THIS INTERLOCAL AGREEMENT is made and entered into this the ___ day of _____ 2024, and effective as of the 1st day of July 2024, by and between HENDERSON COUNTY, hereinafter the “County” and the TOWN OF LAUREL PARK, hereinafter the “Town”, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and Town have determined that it is in the public benefit and interest to enter into an Interlocal Agreement for Tax Collection; and

WHEREAS, the Parties have agreed that the negotiated payment set forth herein is in the best interests of their citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and

WHEREAS, the Town and County agree this Interlocal Agreement shall continue for five (5) years, from July 1, 2024 to June 30, 2029, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the Town and County have ratified this Interlocal Agreement by Resolutions being recorded in their respective minutes; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the Town and County, the parties agree as follows:

1. County Billing and Collection of Town Taxes

- a) The County shall provide collection of current and future municipal ad valorem property taxes. Collection of delinquent taxes existing as of the date hereof shall be the responsibility of the Town except as stated below. The Town shall within thirty (30) days of the date hereof provide the County with a list of all such delinquent taxes owed, and delinquent taxpayers, as of the date hereof.
- b) Notwithstanding, no Town tax bill in an amount less than Five Dollars (\$5.00) shall be issued.
- c) The Town shall appoint the County’s Tax Collector as the Town’s Tax Collector, and the County’s Delinquent Tax Collector as the Town’s Delinquent Tax Collector.

2. Term of Agreement: This Interlocal Agreement shall continue until terminated pursuant to the terms herein.

3. Compliance

The County will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all administrative mandates issued by the State of North Carolina.

4. Records and Accounts and Operations

- a) The County shall be responsible for maintaining, in an on-line environment, all ad valorem tax records, including amounts paid and unpaid, in the same manner as County records are maintained.
- b) The Town will provide the County with all necessary information for transfer for all funds due the Town, the County will properly account and distribute such funds by check or other mutually agreed upon method monthly and notify the Town Finance Director by the 15th of each month on amounts to be transferred.
- c) The County shall provide the Town with all necessary and required reports in such format and detail to enable the Town to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the Town and County Finance Directors.
- d) The County will provide the Town with information sufficient to complete all required reports to outside agencies, including the TR-2 report and reports necessary for the Town's financial statements. The Town shall be responsible for the completion of all reporting involving property tax.
- e) The County shall provide the Town's External Auditors, during regular business hours, access to the Town Tax Receivables' daily cash transactions and other records pertaining thereto to the fullest extent practicable.
- f) The Town shall provide the County Tax Collection Office with access, to the extent legally allowable, into any of the Town's records systems that the Town deems to be beneficial in the collection of Town taxes.
- g) The Town agrees to appoint and maintain one of its employees as a Deputy Tax Collector to act on behalf of the Town in presenting certain matters to the Town Council.
- h) The County shall promptly provide the Town with requests for releases or refunds when received, together with reasonable information needed to make a determination on requests for releases or refunds. The Town shall, at its next regular Town Council meeting occurring at least ten (10) days after the receipt of the request and information, place the matter before the Town Council for determination as to whether to grant the release or refund of Town taxes.

5. Pro Rata Payments

Unless the taxpayer specifies otherwise, the County shall distribute payments received from Town taxpayers of less than the total amount owed on Town and County taxes on a proportionate basis between taxes owed the County and the Town, after all costs, interest and penalties are first paid.

6. Costs for Billing and Collections

The County shall incur all costs for preparing, printing, billing and collecting the Town tax bills, including follow-up notices.

With respect to the cost for collection actions taken by the County, for example advertising costs, attorney's fees and garnishment fees where such costs are not paid directly by the taxpayer involved, the County shall split the costs on a proportionate basis between taxes owed the County and the Town.

When agreed upon by both the County and Town, joint advertisement, including the advertisement of tax liens for both the County and the Town, is permissible.

7. Foreclosures

- a) The County shall be responsible for determining the time for commencing all tax foreclosure proceedings (except for those regarding any foreclosure proceedings instituted by the Town on Town taxes delinquent as of the date of this agreement). The Town hereby delegates this decision to the County. The County shall give the Town notice of the institution of any foreclosure action at least thirty days prior to filing in cases where there are delinquent taxes owed the Town as of the date hereof.
- b) The County shall send a joint notice as required by N.C. Gen. Stat. §105-375(c) and shall consolidate the tax liens of the County and the Town for the purpose of docketing a judgment on such liens as contemplated by N.C. Gen. Stat. §105-375(k). Following entry of a judgment, an execution shall be issued to enforce such judgment.
- c) All expenses directly related to compliance with the procedural and substantive requirements of N.C. Gen. Stat. §105-375, including but not limited to notice, docketing the judgment and execution on such judgment, shall be advanced by the County, and reimbursed to the County from the proceeds of any foreclosure sale prior to payment to the Town and County of taxes recovered.
- d) The parties shall agree in advance of the sale upon a "maximum joint bid" for each execution sale of property to enforce a judgment entered as provided herein above, which bid will be entered on behalf of both parties. The "maximum joint bid" shall be the sum of all taxes, interest, penalties and applicable costs of enforcement, collection and sale owed to both jurisdictions. The parties further agree that if third parties bid at such execution sale, they will bid up to the "maximum joint bid", such that no third party will purchase the property for less than the "maximum joint bid". If the parties are the highest bidder at any sale, they shall each contribute to the purchase price a pro rata

amount of the whole, determined by the amount of ad valorem taxes owed to each of them for the respective tax year on the subject real property in relation to the total amount of ad valorem taxes owed to both parties.

- e) If the parties acquire title to real property following an execution sale as contemplated in this Agreement, they shall take title as tenants in common with each party owning a fractional interest of the whole that is equal to the same fraction as their contribution to the purchase price.

8. Payment to County

The fee for collection services for each fiscal year shall be a flat amount of 0.5% (equivalent to one half of one percent of the then-current Fiscal Year collections). Payment shall be accomplished by the County withholding the fee when remitting the monthly collection to the Town.

9. Termination

This Interlocal Agreement may be terminated by either party by providing six (6) months' notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the County shall deliver to the Town all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing and collecting, consistency of the tax bills, tax scrolls and other related records by February 1st of the fiscal year in which the termination shall be effective. The County shall continue to collect current and delinquent taxes through June 30th of the fiscal year in which the termination shall be effective. Upon termination of the Interlocal Agreement, the County shall provide a full accounting to the Town of the status of all tax collections. After June 30th of the fiscal year in which the termination becomes effective, the County shall not be further obligated either as to current or delinquent taxes due to the Town.

10. Entire Agreement

This Interlocal Agreement, including all exhibits or attachments if any, sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Interlocal Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties herein.

11. Notice

Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

County of Henderson
c/o Charles Russell Burrell
1 Historic Courthouse Square, Suite 5
Laurel Park, NC 28792

Town of Laurel Park
c/o _____
441 White Pine Drive
Laurel Park, NC 28739

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

HENDERSON COUNTY

By: _____
John Mitchell, County Manager

TOWN OF LAUREL PARK

By: _____
Alex Carmichael, Town Manager

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a).

By: _____
Samantha Reynolds
Henderson County Finance Director

Date: _____



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Ecusta Trail M.O.U.- Discussion only

Presenter: Alex Carmichael, Town Manager

Attachment(s): Yes/No

- Memorandum Of Understanding: Railtrail System Operations

Summary of Item:

Henderson County staff have provided a draft Memorandum of Understanding (M.O.U.) for the maintenance of the Ecusta Trail in Laurel Park. The M.O.U. would be a three year agreement and would required Laurel Park to pay \$15,000 per mile of trail into a special project fund dedicated solely for use for the trail.

Council Action Requested:

Review and discuss the M.O.U. for maintenance and operation of the Ecusta Trail.

Suggested Motion: N/A

MEMORANDUM OF UNDERSTANDING: RAILTRAIL SYSTEM OPERATIONS

This agreement is made and entered into on the _____ of _____, 2023, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina, **City of Hendersonville**, a body politic and corporate under the laws of the State of North Carolina, **Town of Laurel Park**, a body politic and corporate under the laws of the State of North Carolina, **Conserving Carolina**, a North Carolina nonprofit corporation, and **Friends of Ecusta Trail**, a North Carolina nonprofit corporation, collectively the “parties” of this Memorandum of Understanding.

WITNESSETH

WHEREAS, through a successful collaboration and the vision of several agencies, eleven miles of trail are being developed from Hendersonville west to the County line.

WHEREAS, much of this system will follow the US 64 corridor and the French Broad River.

WHEREAS, the trail will be used to meet public fitness, recreational, and transportation needs and will add to the quality of life for the people of Henderson County.

WHEREAS, the Friends of Ecusta Trail and Conserving Carolina were instrumental in the federal railbanking of the trail.

WHEREAS, Henderson County endeavored with the support of the other parties to secure grant funding to design and build the trail.

WHEREAS, it is in the best interest of the citizens of Henderson County to assign operational responsibilities to a single agency in terms of maintenance and administration of the trail but at the same time it is further recognized that the success of the trail is dependent on the continued cooperation between the jurisdictions and nonprofit parties.

WHEREAS, Henderson County signed a Lease Agreement with Conserving Carolina for the trail addressed in this memorandum.

WHEREAS, Henderson County in accordance with this agreement shall be responsible for the maintenance and operations of the trail.

THEREFORE, Henderson County, City of Hendersonville, Town of Laurel Park, Conserving Carolina, and the Friends of Ecusta Trail (FOET) entered this Memorandum of Understanding (MOU) establishing guidelines for the operation of the trail. Ownership of land and facilities is not altered by this MOU, and it is applicable only to properties owned, leased, or otherwise managed by Henderson County.

Scope of the Memorandum of Understanding

This MOU covers the federally railbanked Ecusta Trail corridor which contains varying right-of-way widths along the 11 miles located within Henderson County. This MOU does not include private trails connecting

private developments to the greenway, trails that are internal to any County, City, or Town parks, bike lanes on streets, or bicycle boulevards that connect to the trail. A map of the included trail is attached as part of Appendix A to this agreement.

Responsibilities of Parties

1. To act in good faith to fulfill the purpose, responsibilities, and other conditions of this Memorandum of Understanding.
2. To communicate regularly and openly with each other about opportunities, concerns, or issues relating to the collaboration.
3. To share information, experience, materials, and skills to learn from each other.
4. To develop effective working practices and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk, and reduce cost.
5. To ensure sufficient and appropriately qualified resources are available and deployed to fulfill the responsibilities set out in this Memorandum of Understanding.
6. To adhere to the National Trails System Act and implement the policy when administering land use regulations. Additionally, no entity will allow a property owner to create access to the trail without a recorded encroachment agreement approved by County staff.
7. To display, as appropriate, signage throughout the trail system recognizing the collaboration between Henderson County, City of Hendersonville, Town of Laurel Park, Friends of the Ecusta Trail, and Conserving Carolina. Signage shall be consistent with the branding and themes recommended by the Rails to Trails Advisory Committee.
8. To participate with representation on the Henderson County Rails to Trails Advisory Board (RTAC).

Responsibilities of Henderson County, City of Hendersonville, and Town of Laurel Park

Law Enforcement

The Henderson County Sheriff's Department, City of Hendersonville Police Department, and the Town of Laurel Park will enforce federal, state, and local law within the Ecusta Trail which is within their respective jurisdictions. County, City, and Town officers may enforce Henderson County Parks and Recreation rules and regulations which shall be in effect for all sections of the trail covered by this MOU. Officers shall patrol the trail system along with other priorities. The three policing jurisdictions shall maintain a cooperative approach to safety and security on the Ecusta Trail System.

Cooperation

In addition to the other areas outlined in this agreement, the three governments shall cooperate on obtaining grants for expansion and maintenance of the Ecusta Trail System.

Costs of Maintenance and Amenities

Each governmental jurisdiction entered into this MOU shall contribute financially to the annual maintenance of the trail and associated amenities within their jurisdiction. At the time of this agreement the annual per mile cost is established at \$15,000 per mile. The base rate shall be adjusted by an annual CPI percentage. Each government will contribute funds based on the prorated number of miles located within their jurisdiction. A map showing the number of miles in each jurisdiction (Appendix A) shall be updated on July 1st of every year. The amount owed to Henderson County must be paid by December 31st of the respective fiscal year owed.

The first payment shall be prorated by 50% to represent the trail only being open for one half of the year. Any funds not expended during each fiscal year shall be placed in a special revenue fund. Those funds shall only be used for maintenance and capital needs of the trail.

The cost of maintaining and operating amenities requested by the municipal governments shall be the sole responsibility of those municipal governments. Each governmental party may request an agreement separate from this one to govern the specific operations of these amenities.

This section of the agreement may be terminated on June 30th, 2027 with written notice to be received no less 30 days prior to the termination. If not terminated this section will renew annually.

Responsibilities of Henderson County

Maintenance

1. Henderson County Parks and Recreation will take on the responsibility to maintain and administer the rail trail consistent with the terms of this MOU effective immediately.
2. Maintenance will be administered to the standards of all Henderson County parks and trails as outlined in Appendix B.
3. Henderson County shall be responsible for day-to-day operations maintenance. Level of maintenance will be consistent with other Henderson County Parks and Recreation.

Trail Operations

1. The Henderson County Parks and Recreation Department shall oversee the daily operations of the trail.
2. The trail will be open 365 days a year unless a safety issue is present.

Construction, Building, and Other Permits

1. In construction and major renovation projects undertaken on the Ecusta Trail System, the County shall obtain all applicable permits dependent upon applicable jurisdiction regulations. In addition, the County shall create a "permit team" of representatives from affected jurisdictional departments to expedite these permits.
2. Henderson County shall be responsible for the placement and construction of new amenities unless otherwise agreed upon. Henderson County will work with FOET and if to design, plan, prioritize and fund trail amenities, including naming opportunities. If the project falls within the jurisdiction of municipality included in this agreement, the county will additionally consult with the municipality to the design, plan, prioritize and fund trail amenities, including naming opportunities.

Special Events

1. The Henderson County Technical Review Committee (TRC) shall act as the approval body for all Ecusta Trail Special events. When the TRC is to review an application for an Ecusta Trail Special Event, the affected municipalities may appoint two representatives for the purposes of that review. All pertinent permits and fees from each respective jurisdiction must be received before an application is approved by the TRC. The bylaws of the TRC shall act as the operating procedures for approval. Any event cannot close the trail to other users. Local law enforcement

agencies reserve the right to request additional fees to cover any additional officers required for the event.

Responsibilities of Friends of Ecusta Trail

1. The Friends of the Ecusta Trail (FOET) will represent the unified, public voice of the trail.
2. FOET will protect, promote, and enhance the Ecusta Trail.
3. FOET will serve as a nonpartisan advocate to provide Trail expertise, to raise public awareness of the Trail, and to seek funding and contributions to enhance and promote the Trail through its website, official trail map, and media outreach.
4. FOET will work with Henderson County to design, plan, prioritize and fund trail amenities.
5. FOET will develop a “trail ambassador” volunteer program to assist in patrolling, maintaining, and providing information and other services to trail users.
6. FOET will accept from users and relay trail maintenance issues to the proper jurisdictional authorities.
7. FOET will assist with providing volunteers for light maintenance duties as needed.
8. FOET may request a “naming” policy from Henderson County to be reviewed by the RTAC and be used as a fundraising tool.

Revision

This memorandum may be revised or modified only with the consent of all parties.

Termination

This MOU may be terminated by any party through written notice to the Parties. Written notice must be received no later than 365 days before July 1st of any year in which this agreement is active, except as written and described within the Cost of Maintenance and Amenities section. If termination occurs, management responsibility for sections of the trail will revert to the current trail managing agency prior to the enactment of this MOU.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

On this the ____ day of _____, 2023

Attest:

NAME, TITLE

Approved by:

John Mitchell, Manager
Henderson County
113 Main St.
Hendersonville, NC 28792

Alex Carmichael, Manager Town of Laurel Park
441 White Pine Dr.
Laurel Park, NC 28739

John Connet, Manager City of Hendersonville
160 6th Ave E
Hendersonville, NC 28792

Kieran Roe, Executive Director
Ecusta Rails2Trails LLC
847 Case St.
Hendersonville, NC 28792

Mark Tooley, President
Friends of Ecusta Trail
P.O. Box 265
Brevard, NC 28712





**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: State of the Town Dinner- Discussion only

Presenter: Tamara Amin, Town Clerk

Attachment(s): Yes/**No**

Summary of Item: The State of the Town Dinner is usually held annually. It is traditionally held at the Hendersonville Country Club.

Council Action Requested: Discuss location and food service of the State of the Town Dinner.

Suggested Motion: N/A



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Agenda Review for the Council Meeting scheduled for April 16, 2024

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Draft April 16, 2024, Town Council Agenda

Summary of Item:

The Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, April 16, 2024, at 9:30am. The draft agenda is included with this memorandum for review.

Council Action Requested:

Staff requests the Town Council review the draft agenda and amend it at their pleasure.

Suggested Motion:

None



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY



**Town Council
Regular Meeting
April 16, 2024, at 9:30 a.m.**

THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON
Please visit www.laurelpark.org for more information

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comment**
- 4. Approval of the Agenda**
- 5. Consent Agenda**
 - A. March Monthly Report
 - B. Minutes for the March 14, 2024 Work Session
 - C. Minutes for the March 14, 2024 Closed Session
 - D. Minutes for the March 19, 2024 Regular Meeting
 - E. Police Week Proclamation
 - F. Public Works Week Proclamation
 - G. Town Clerk Week Proclamation
 - H. World Bee Day Proclamation
- 6. Old Business**
 - A. Roads Update
- 7. New Business**
- 8. Town Manager's Report**
- 9. Department Head Reports**
 - A. Public Works
 - B. Fire Department
 - C. Police
 - D. Administration
- 10. Mayor and Commissioner Comments**
- 11. Closed Session NCGS 143-318.11(a)6-** consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.
- 12. Adjournment**