



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

Microsoft Teams: [join the meeting now](#)
Meeting ID: 299 114 033 32
Passcode: LVba8U

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comment**
- 4. Approval of the Agenda**
- 5. Consent Agenda**
 - A. November Monthly Report
- 6. Old Business**
 - A. Approve the MOU for the Ecusta Trail
 - B. Consistency Statement Text Amendment on Signage
- 7. New Business**
 - A. Public Hearing - Unified Development Ordinance Text Amendment for Restoration of Nonconforming Structures
- 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. Adjournment**

Item 5: Approve the Consent Agenda

Presenter: Mayor O’Cain

Attachment(s): Yes

- Monthly Report

Summary of Item: See report.

Suggested Action: Review report.

Suggested Motion: Approve the Consent Agenda.

Item 6A: Approve the MOU for the Ecusta Trail

Presenter: Cara R. Reeves, Town Manager

Attachment(s): Yes

- MOU

Summary of Item: 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.

Suggested Action: Review and discuss.

Suggested Motion: Motion to approve/deny.

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

Cara R. Reeves, 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

CONSISTENCY STATEMENT
TOWN OF LAUREL PARK TOWN COUNCIL
AS TO TEXT AMENDMENT - SIGNAGE

Pursuant to NCGS 160D-605, when adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. Having reviewed the Zoning Text Amendment to amend the Zoning Ordinance of the Town of Laurel Park regarding Signage and accompanying documents, and having considered information from staff, the Planning Board November 12, 2024 review and comments pursuant to NCGS 160D-604, and citizen comments during a Public Hearing on November 19, 2024 pursuant to NCGS 160D-603.

Town Council finds the Text Amendment on Signage

_____ CONSISTENT

_____ INCONSISTENT

with the following Goals, Strategies, and Actions from the 2016 - 2026 Comprehensive Plan:

Implementation Area: Historical Markers

Parks & Greenway Plan Recommendations: The Laurel Park Civic Association has undertaken a project to selectively place tasteful, high quality historical markers in several significant locations in Laurel Park...It is the intent of the Civic Association to complete one to two markers per year depending on budget constraints.

Item 7A: Public Hearing - Unified Development Ordinance Text Amendment for Restoration of Nonconforming Structures

Presenter: Kaitland Finkle, Interim Planner

Attachment(s): No

Summary of Item:

Staff have received multiple Zoning Permit Applications to rebuild nonconforming structures destroyed during Hurricane Helene. These structures do not conform and are therefore requesting Variances.

Staff and Planning Board Recommendation:**5.2.5.A: SIGNIFICANT DAMAGE**

1: Except for single-family dwellings, a nonconforming use that is damaged by fire, explosion, flood, or other calamity in an amount equal to 51 percent or more of the use's current assessed value or total square footage may not be restored or reconstructed, except as a conforming use.

~~2: Nonconforming single family dwellings damaged by fire, explosion, flood, or other calamity in an amount equal to 51 percent or more of the use's current assessed value or total square footage may be restored or reconstructed to their pre damage condition. In no instance shall the degree of nonconformity be extended, expanded, enlarged, or the use be altered in any way that increases the degree of nonconformity.~~

Additional Staff Recommendation:**5.3.4: RESTORATION**

~~If a nonconforming structure other than a manufactured or mobile home is damaged or destroyed by any means to an extent of 75 percent or more of its replacement cost or size, it may only be reconstructed in accordance with the requirements of this Ordinance. Nonconforming single-family dwellings damaged by fire, explosion, flood, or other calamity may be restored or reconstructed to their pre-damage condition. In no instance shall the degree of nonconformity be extended, expanded, enlarged, or the use be altered in any way that increases the degree of nonconformity.~~ Taken from 5.2.5.A.2 removing assessed value and square footage threshold.

Planning Board Recommendation:**5.3.4: RESTORATION**

~~If a nonconforming structure other than a manufactured or mobile home is damaged or destroyed by any means to an extent of 75 percent or more of its replacement cost or size, it may only be reconstructed in accordance with the requirements of this Ordinance.~~ Nothing herein shall prevent the reconstruction of a nonconforming structure that was involuntarily destroyed, provided such reconstruction does not extend, expand, enlarge, or alter the use in any way that increases the degree of nonconformity.

Town Council Review Criteria:

The advisability of amending the text of this Ordinance is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Town Council may, but is not required to, consider whether and the extent to which the proposed text amendment:

- 1: Enhances the public's health, safety, and welfare;
- 2: Is consistent with the Town's adopted policy guidance;
- 3: Is required by changed conditions;
- 4: Addresses a demonstrated community need;
- 5: Addresses an unforeseen matter not present when the Ordinance was adopted;
- 6: Addresses other factors determined to be relevant by the Town Council; and

7: Would not result in significantly adverse impacts on the natural environment, including water, air, noise, stormwater management, wildlife, vegetation, and the natural functioning of the environment.

Suggested Action: The decision shall be based on the legislative discretion of the Town Council, taking into consideration the recommendation of the Planning Board and the standards in UDO Section 6.3.19:E: Review Criteria.

Suggested Motion: The decision shall be one of the following:

- a: Approval of the text amendment;
- b: Denial of the text amendment;
- c: Approval of a revised version of the text amendment; or
- d: Remand the text amendment to Town staff or the Planning Board for further consideration.

In making its decision, the Town Council shall also adopt a statement of consistency with the Town's adopted policy guidance in accordance with the following:

§ 160D-605. Governing board statement.

(a) Plan Consistency

When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive or land-use plan.