



Town of Laurel Park Town Council
Regular Meeting
September 17, 2024 - 9:30 AM
Town Hall - 441 White Pine Drive, Laurel Park, NC 28739

To Join by Zoom:
<https://us02web.zoom.us/j/83695175030>

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comment**
- 4. Approval of the Agenda**
- 5. Consent Agenda**
 - A. August Monthly Report
 - B. Minutes for the August 15, 2024 Work Session
 - C. Minutes for the August 15, 2024 Closed Session
 - D. Minutes for the August 20, 2024 Regular Meeting
 - E. Minutes for the August 20, 2024 Closed Session
 - F. Minutes for the September 3, 2024 Special Meeting
- 6. Old Business**
 - A. WXZ Performance Improvement Guarantee Extension & Minor Site Plan Amendment
 - B. Signage Size Discussion
- 7. New Business**
 - A. Walking Trail Signs - Ann McFadden
 - B. Friends of Laurel Park 2025 Concerts - Ed Mattern
 - C. Discussion of Zoom Subscription
 - D. Email Transition From .org to .gov
 - E. Comprehensive Plan
 - F. Discussion of SB 166 2024 Building Code Regulatory Reform
- 8. Town Manager's Report**
- 9. Department Head Reports**
 - A. Public Works
 - B. Fire
 - C. Police
 - D. Administration
- 10. Mayor and Commissioner Comments**
- 11. Closed Session-** pursuant to N.C. Gen. Stat. §143-318.11(a) (3) to protect the attorney-client privilege.
- 12. Adjournment**

Item #5A-F: Consent Agenda

Presenter: Mayor, J. Carey O’Cain

Attachment(s): Yes/No

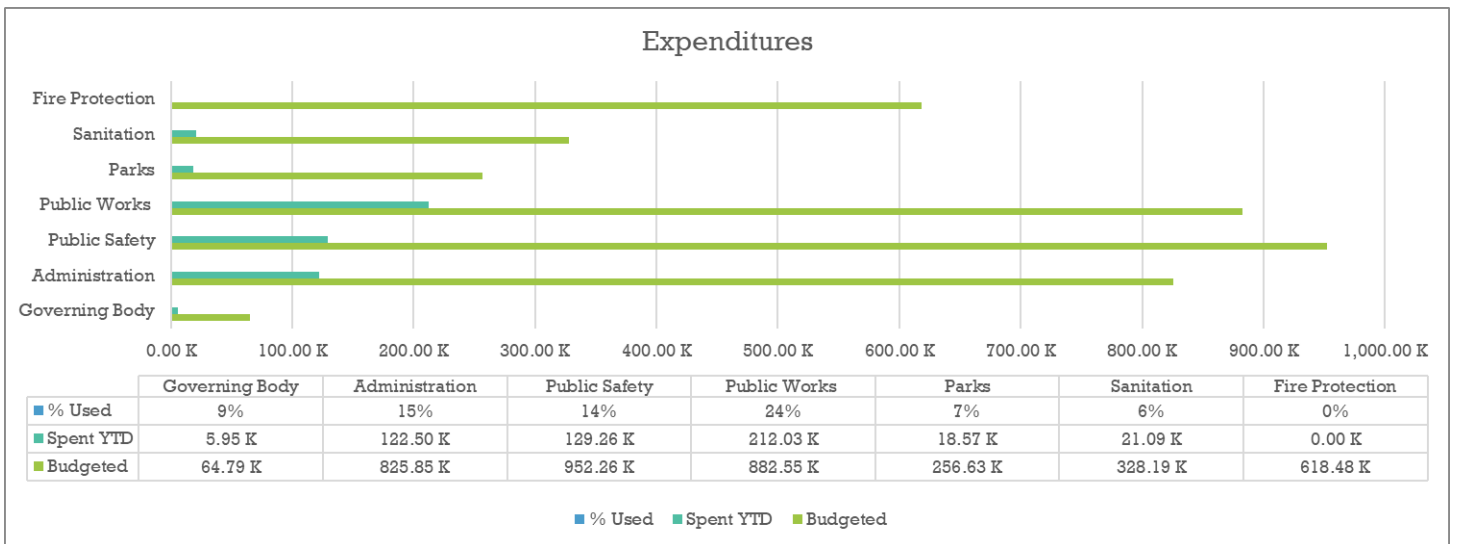
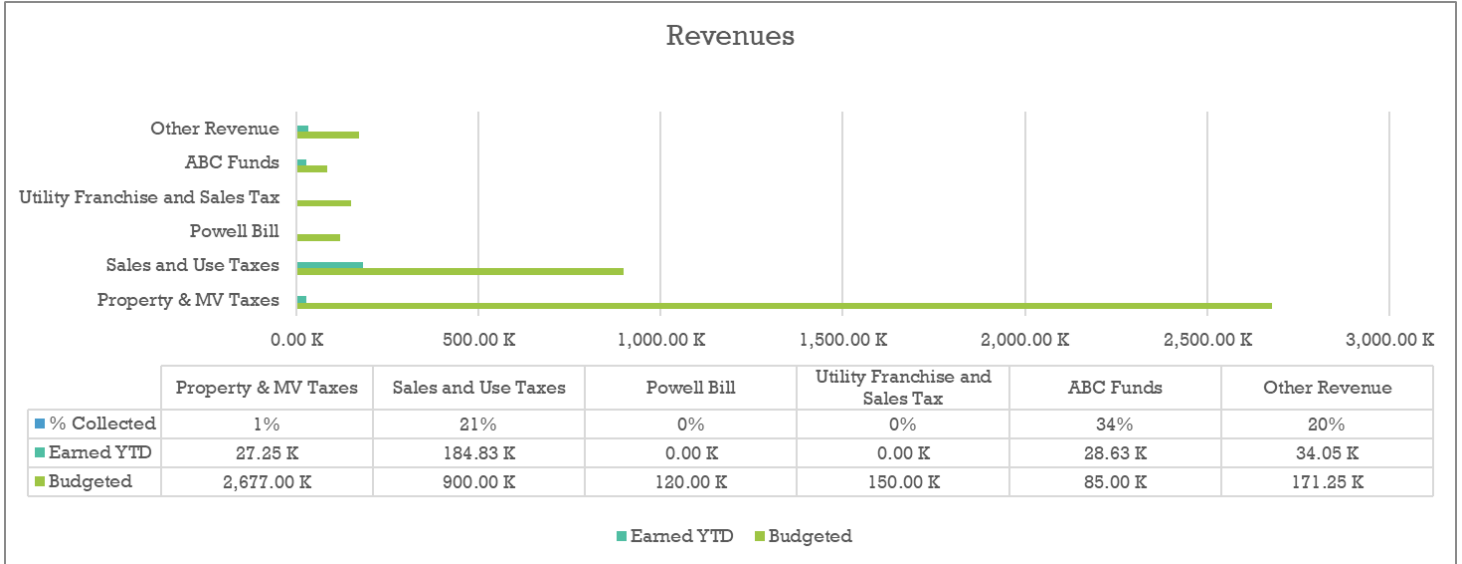
- August Monthly Report

Summary of Item: The monthly report is attached.

Suggested Motion: Motion to approve the consent agenda.



August Monthly Report



Tax Collector's Report (August 31, 2024)

For prior year taxes, a total of \$29,021.65 remains outstanding. The Town received \$486,082.18 from Henderson County for property taxes collected for August and a total of \$499,995.75 since the 2025 bills were mailed. The 2025 tax levy is \$2,604,389.88. The Town currently has a collection rate of 19.188%.

Planning & Zoning

Status of Single-Family Residential Dwellings (SFRD)

2021-19	212 Beechwood	Jennifer Yost	CO
2022-31	10 Fawn Turn Ln	Sigfrid Della Valle	NC
2022-38	209 Ficker Cir.	Sarah Adams	CO
2022-44	945 Somersby Pkwy.	Matt Padula	CO
2023-4	200 Rowland Dr.	Loyd Alexander	LPZCP
2023-5	152 Clays Cv.	Josh Youngblood	NC
2024-11	Lot 6 Tudor Lane	DMH Builders Inc.	LPZCP
2024-24	101 Reisha Ln.	Jack Collina	LPZCP

Status Legend

LPZCP = Laurel Park Zoning Compliance Permit	UC = Under Construction
NC = Nearly Complete	CO=Certificate of Occupancy Issued

Monthly Permits Other Than SFRD

Deck	155 Sugar Maple Heights, 2241 Willow Road	2
Sign		0
Fence		0
Additions or Remodel	114 South Drive	1
Accessory Use or Structure	2121 Azalea Ridge Road (solar panels)	1
Subdivision	PIN 9558665965 (awaiting signature as of 9/13/24), 2519 Davis Mountain Road	2
Total for June		6

Item 6A: WXZ Performance Improvement Guarantee Extension & Minor Site Plan Amendment**Presenter:** Town Manager, Cara Reeves**Attachment(s):** Yes/No

- Improvements Guarantee Agreement Extension II

Summary of Item: Because WXZ Inc. has completed some but not all of the roads and infrastructure and their bond is set to expire on 6/30/24 they are required by state law to submit a performance guarantee to the Town. These subdivision regulations commonly include instillation of adequate water and sewer, construction and dedication of subdivision streets that meet Town or NCDOT standards, and provision of parks and recreation space.

“To assure compliance with these and other ordinance requirements, the ordinance may provide for performance guarantees to assure successful completion of required improvements.” (NCGS § 160A-372; 153A-331). If such guarantee is required the developer may choose a performance bond, a bank-issued letter of credit, funds held in escrow, or other financial assurances. A performance guarantee could assure improvements regardless of whether they will be dedicated to the public or remain private.

Additionally, WXZ is requesting a pumphouse structure to be built next to the lift station. This structure shall not exceed 144 square feet.

Suggested Motion: A motion to approve/deny the performance improvement guarantee extension for WXZ Inc. to complete all infrastructure related to public utilities by October 31, 2024, and to approve/deny the minor site plan amendment.

(3) IMPROVEMENTS GUARANTEE AGREEMENT

STATE OF NORTH CAROLINA
TOWN OF LAUREL PARK

THIS AGREEMENT WAS MADE AND ENTERED INTO this the _____ day of _____, 20_____, by and between **WXZ Residential Group/Arcadia One, LLC.**, hereinafter known as "the Subdivider," and the Town Council of Laurel Park, hereinafter known as "the Council."

W I T N E S S E T H:

WHEREAS, the Subdivider is attempting to secure from the Council approval of a final plat of a proposed subdivision to be known as the **Ecusta Crossing** Subdivision to be located within the jurisdiction of the Town of Laurel Park, North Carolina; and

WHEREAS, a town ordinance entitled Subdivision Ordinance of the Town of Laurel Park, North Carolina, as adopted by the Town Council on the **16th** day of **January, 2018**, (and as subsequently amended), requires the completion of certain improvements prior to final plat approval by the Council; and

WHEREAS, said ordinance allows the Council, at its discretion, to permit the Subdivider to (post a surety bond) (deposit cash or other instrument readily convertible into cash at face value) with the Town through the Council to guarantee the completion of said required improvements; and

WHEREAS, the Council desires to approve said final plat and, in lieu of requiring completion of all improvements prior to said approval, will accept from the Subdivider the filing of a (surety performance bond with **Great Midwest Insurance Company** as surety) to guarantee and secure completion of said improvements.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1) The Subdivider will, on or before the 31st day of October, 2024, complete as required the following improvements in the **Ecusta Crossing** Subdivision:

Concrete 18" curb and gutter (\$151,200 Total, 70% complete to date)	\$45,360
Asphalt Paving (\$367,510 total, 65% complete)	\$128,628
Sanitary lift station components	\$93,388
Sanitary lift station installation (WXZ)	\$40,000
Total	\$307,376
125% of total	\$384,220

- 2) The Subdivider shall file with the Town of Laurel Park through the Council a **Final Plat** securing and guaranteeing completion of said improvements by the required date; and
- 3) 3) When the **Final Plat** is filed and other requirements of said ordinance are met, the Council will approve the final plat of the **Ecusta Crossing** Subdivision.

The Town Council of Laurel Park has, by appropriate Council action, caused this agreement to be executed by the Mayor or other authorized member and attested by the Town Clerk, and the **WXZ Residential Group/Arcadia One, LLC.** has, by appropriate action of its board of directors, caused this Agreement to be executed by its _____ and attested by its _____ Secretary under corporate seal, this the ____ day of _____, 20_____.

Town Council of
Laurel Park

By: _____
Mayor

Attest:

Town Clerk

Name of Corporation

By: _____
President

Attest:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that (s)he is _____ of _____ and acknowledged, on behalf of _____, the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20____

(Official Seal)

Notary Public

My Commission Expires _____, 20____.

Item 6B: Signage Size Discussion

Presenter: Mayor, J. Carey O’Cain

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

Summary of Item: To discuss the sizes of street signs throughout Town.

Suggested Motion: None.

Item 7A: Walking Trail Signs

Presenter: Ann McFadden, Friends of Laurel Park

Attachment(s): Yes/No

Summary of Item: Ms. Ann McFadden made a request to the Parks & Greenways committee to place an eco-friendly sign commemorating Heidi Landolt, who recently passed away, and her husband, Paul, for the gift they gave to the town and our community by building the walking trail between Olds Trail and Roberts Drive. The proposal is to place a sign naming the trail as “Landolt Lane” on a rock like those in use at Flat Rock Park. Some issues were raised by P&G about rules that might need to be in place for any future use of similar signage; but the members agreed that Ms. McFadden should bring the proposal to the Town Council to assess their interest and get their comments.

Suggested Motion: Motion to approve/deny placing a sign naming the trail as “Landolt Lane.”

BOTTOM LINE: I am here to ask for your comments, and hopefully to gain your approval, to place a commemorative eco-friendly sign at the beginning of the foot path on Olds Trail. My dog and I walk Flat Rock Park regularly and the rock-based signs placed around the park with metal “messages” really fit and enhance the park environment. My suggestion is that we follow a similar protocol.

Please see the photo of a rock with a metal sign attached to it...these are what is used at Flat Rock Park.

HISTORY: Why do I want to do this? I want to thank Paul and Heidi Landolt who built the walking trail in 1993 that runs from Olds Trail to Roberts Drive which the residential walking community now enjoys. A short history of Olds Trail: Paul died 20+ years ago and Heidi died on June 26th this year and a sign thanking her...a true dog walker who for decades walked on the trails in our neighborhood... would be a wonderful tribute. Heidi’s daughter and her family now live in the Landolt home and having a sign would be a lovely gift and memory for her.

If you approve, I will move forward on a project that should require the town’s approval.

Administrative issues:

- Why town approval: we do not want signs placed without consideration for placement and content around the town. I have reached out to the Flat Rock Park Director and he has given me the guidance used to approve their signage:
 - 8x6” is the standard sign size which includes:
 - Name of the trail or point of interest
 - Name of donor or honoree
 - One/two lines of text, quote, or message from the donor
 - This information is reviewed and approved by the Park Foundation Director (for us perhaps Parks & Greenways?)
- The town maintenance crew maintains the Olds trail and the sign placement should not impact their ability to mow or drive a tractor on the trail.
- Donors would pay for the signs; no cost to the town.
- Hopefully, maintenance could provide the rock from their “collection,” and would place the signs to assure safe and convenient placement.

Again, I ask for your approval of this effort. With your approval, I will work on costing of the signage and any other issues you may have.

Below is a possible message to place on the sign:

LANDOLT LANE

With thanks to Heidi and Paul Landolt

Happy Trails



Item 7B: Friends of Laurel Park 2025 Concerts

Presenter: Ed Mattern, Friends of Laurel Park President

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

Summary of Item: The proposed concert dates (and rain dates) include:

- April 12,13
- May 10, 11
- June 7,8
- Sept 6,7
- Oct 4,5

Suggested Motion: Motion to approve/deny the Friends of Laurel Park proposed concert dates for 2025.

Title of Item: Discussion of Zoom Subscription

Presenter: Town Manager, Cara Reeves

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

Summary of Item: The Zoom subscription is set to automatically renew on 10/5/24. We can save \$95 per month by not renewing this and switching to Teams, which is provided through our Microsoft Suite.

Suggested Motion: Motion to approve/deny the cancellation of the Town's Zoom subscription.

Title of Item: Email Transition From .org to .gov

Presenter: Town Manager, Cara Reeves

Attachment(s): Yes/No

- VC3 Quote

Summary of Item: This project would be adding the new .gov domain to the current Office 365 tenant and then reconfiguring email profiles to point to the .gov. This process would also entail updating the local Active Directory/Azure sync connect in O365 and working with each user to test/confirm the reconfigured profiles.

Suggested Motion: Motion to approve/deny the cost for the email transition from .org to .gov.



Town of Laurel Park, NC - Migrate email domain to .gov Order

Town of Laurel Park, NC

441 White Pine Dr
 Laurel Park, North Carolina 28739
 United States

Tamara Amin

tamin@laurelpark.org
 8286934840

VC3

1301 Gervais St.
 Suite 1800
 Columbia, SC 29201
 United States

Prepared by: Joe Gibbs

IT Advisor
 joe.gibbs@vc3.com

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Implementation Services - Professional The one-time fee includes: Migrate from a .org domain to .gov domain --Setup .gov domain UPN in local Active directory -- Setup laurelparknc.gov domain in O365 --Update Public DNS records / Spam Filter --Apply to all (users / Group Emails) attribute (SMTP) settings (Primary email .gov and Alias .org SMTP) -- Update AD General and Account tabs --Manually sync Azure connect to confirm setting in O365 --Create and deploy end user documentation --Apply GPO to reset Outlook Profile / work with each user (38) to confirm	1	\$6,667.05	\$6,667.05
SUMMARY			
One-time subtotal			\$6,667.05

Comments

Prices shown above are valid for 30 days from date of Order.

VC3 will assign a project manager for the duration of the project to work closely with an assigned Client representative to ensure proper project coordination and planning.

These activities will include:

Project kickoff meeting to define project resources and timeline

Documentation of scheduled project activities

Weekly Project Status meetings and documented updates as needed

Coordination of VC3 and Town of Laurel Park, NC schedules to ensure successful implementation

Project closure documentation to formalize end of project

This Order is entered into as of August 20, 2024 between VC3 Inc., a Delaware corporation ("Company") and Town of Laurel Park, NC ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
3. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
4. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
5. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
6. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
7. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
3. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
4. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.

5. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
6. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the Effective Services Start Date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. All One-Time Fees will be invoiced to Client upon signature of this Order.

Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.

At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.

In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.

Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
 - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
 - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
 - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Tamara Amin

tamin@laurelpark.org

[sig|req|signer1]

Corey Kaufman

corey.kaufman@vc3.com

[sig|req|signer2]

Title of Item: Comprehensive Plan Discussion

Presenter: Zoning Administrator, Kaitland Finkle

Attachment(s): Yes/No

Summary of Item: The existing Comprehensive Plan was adopted by Town Council on July 16, 2016 with a ten year horizon running through 2026. The existing plan suggests needing to be updated every 5 to 10 years in response to land use trends, changes in population, or any major events that may affect Laurel Park's future. As a condition of adopting and applying zoning regulations, North Carolina General Statute 160D states that a local government shall adopt and reasonably maintain a comprehensive plan. While the statutes do not specifically define the time frame needed to reasonably maintain, the School of Government says in general, professional practice calls for plans to be updated every five to ten years.

Statute requires plans and any subsequent amendments to be adopted by the governing board as a legislative decision with the advice and consultation of the planning board. Some communities may decide to appoint a separate Steering Committee. Unless told otherwise, we suggest the update to the Comprehensive Plan to be led by the Planning Board kicking off at the next regularly scheduled meeting on October 8th. Additional support and input will come from other Boards and Committees, stakeholder interviews, and public engagement sessions.

I believe the Town's desire is to coincide public engagement sessions to update the Comprehensive Plan with the Town's celebration of the 100th anniversary of the Town's original charter, from February 28, 1925. If there are certain Town events that can include public engagement, please let me know so we can prepare accordingly.

Suggested Motion: Motion to appoint a Steering Committee for the Comprehensive Plan update.

TO: LAUREL PARK TOWN COUNCIL

FROM: KAITLAND FINKLE
REGIONAL PLANNER, LAND OF SKY REGIONAL COUNCIL

SUBJECT: UPDATE TO THE TOWN ON THE MOUNTAIN
TOWN OF LAUREL PARK COMPREHENSIVE PLAN

The existing Comprehensive Plan was adopted by Town Council on July 16, 2016 with a ten year horizon running through 2026. The existing plan suggests needing to be updated every 5 to 10 years in response to land use trends, changes in population, or any major events that may affect Laurel Park's future. As a condition of adopting and applying zoning regulations, North Carolina General Statute 160D states that a local government shall adopt and reasonably maintain a comprehensive plan. While the statutes do not specifically define the time frame needed to reasonably maintain, the School of Government says in general, professional practice calls for plans to be updated every five to ten years.

Statute requires plans and any subsequent amendments to be adopted by the governing board as a legislative decision with the advice and consultation of the planning board. Some communities may decide to appoint a separate Steering Committee. Unless told otherwise, we suggest the update to the Comprehensive Plan to be led by the Planning Board kicking off at the next regularly scheduled meeting on October 8th. Additional support and input will come from other Boards and Committees, stakeholder interviews, and public engagement sessions.

I believe the Town's desire is to coincide public engagement sessions to update the Comprehensive Plan with the Town's celebration of the 100th anniversary of the Town's original charter, from February 28, 1925. If there are certain Town events that can included public engagement, please let me know so we can prepare accordingly.

Sincerely,

Kaitland

Kaitland Finkle

Kaitland Finkle, CZO

Regional Planner

Economic and Community Development • Land of Sky Regional Council

339 New Leicester Highway Suite 140 • Asheville, NC 28806

828-251-7428

Town on the Mountain- Town of Laurel Park 2016-2026 Comprehensive Plan

Existing Plan has ten year Time Frame (PDF P103 “updated every five to ten years in response to land use trends, changes in population, or any major events that may affect Laurel Park’s future.”) Amendments PDF P105 “The Plan should be amended under the following circumstances”:

- Significant changes have occurred since the adoption of the Plan that necessitates the proposed amendment;
- Inconsistencies or conflicts with future rules or laws inhibit the ability of the Town to support the goals of the Plan;
- The Town’s ability to support the goals of the Plan will be enhanced by the amendment; and or
- The Town’s ability to address community priorities beyond the scope of the Plan is inhibited by the policies in the Plan.

Assuming an update to the existing plan is sufficient, therefore...

1. Review contextual information (i.e. update chapters 1 – 7)
 - What has changed and what is the same?
 - What are new factors to be considered in the plan, what is no longer relevant, what are new needs?
 - “Laurel Park Today” - Brief on Laurel Park today versus in 2016
2. Evaluate progress on Strategies/Actions for Implementation (update chapter 8)
 - What is complete, what is in progress, and what is no longer relevant?
3. Develop new goals as needed

Steering Committee x4 & Public engagement sessions x3

To be scheduled on the same day subsequently

Meetings:

- 1 – review plan and process (Steering Committee Only)
- 2 – “Laurel Park Today” & review updates to chapter 1 – 7
 - Possible Stakeholder interviews
- 3 – Findings from public engagement & potential goal development
- 4 – Review & recommend draft Plan Update

PZC presentation x3, BOC presentation x3

Laurel Park Comprehensive Plan Update	Y1				Y2		Staff Time			Staff Cost		
	Q1	Q2	Q3	Q4	Q1	Q2	MAIN	SUB	TOTAL	MAIN	SUB	TOTAL
Estimated Timeline							70	50	120	\$ 4,550.00	\$ 3,100.00	\$ 7,650.00
Phase 1 - Update existing conditions							70	50	120	\$ 4,550.00	\$ 3,100.00	\$ 7,650.00
Obtain & review existing plans & docs (update as needed)							25	15	40	\$ 1,625.00	\$ 930.00	\$ 2,555.00
Update historical data and trends							15	15	30	\$ 975.00	\$ 930.00	\$ 1,905.00
Draft "Laurel Park Today" section and update Chapters 1 - 7							30	20	50	\$ 1,950.00	\$ 1,240.00	\$ 3,190.00
Phase 2 - Public Involvement and Visioning							80	35	115	\$ 5,200.00	\$ 2,170.00	\$ 7,370.00
Establish Steering Committee, host meetings							20	10	30	\$ 1,300.00	\$ 620.00	\$ 1,920.00
Public engagement sessions							25	15	40	\$ 1,625.00	\$ 930.00	\$ 2,555.00
Update long term vision and existing planning goals							10	5	15	\$ 650.00	\$ 310.00	\$ 960.00
Present initial findings to PB							5	0	5	\$ 325.00	\$ -	\$ 325.00
Present initial findings to Council for review and recommendation							5	0	5	\$ 325.00	\$ -	\$ 325.00
Develop new planning goals							15	5	20	\$ 975.00	\$ 310.00	\$ 1,285.00
Phase 3 - Develop Draft Plan							60	30	90	\$ 3,900.00	\$ 1,860.00	\$ 5,760.00
Gather more detailed data on plan topics							10	5	15	\$ 650.00	\$ 310.00	\$ 960.00
Organize information and draft chapters & maps							30	20	50	\$ 1,950.00	\$ 1,240.00	\$ 3,190.00
Update implementation plan							10	5	15	\$ 650.00	\$ 310.00	\$ 960.00
Review draft plan with staff and Steering Committee							5	0	5	\$ 325.00	\$ -	\$ 325.00
Prepare quarterly reports for Boards to review							5	0	5	\$ 325.00	\$ -	\$ 325.00
Phase 4 - Public Review and Feedback							20	10	30	\$ 1,300.00	\$ 620.00	\$ 1,920.00
Present draft plan to PB for review and recommendation							5	0	5	\$ 325.00	\$ -	\$ 325.00
Gather proposed revisions during public comment period							15	10	25	\$ 975.00	\$ 620.00	\$ 1,595.00
Phase 5 - Finalize and Adopt Plan							10	5	15	\$ 650.00	\$ 310.00	\$ 960.00
Present draft plan to Council including proposed revisions							5	0	5	\$ 325.00	\$ -	\$ 325.00
Finalize adopted plan and send to Town							5	5	10	\$ 325.00	\$ 310.00	\$ 635.00
Other							20	0	80	\$ 1,300.00	\$ -	\$ 6,370.34
General communications							10	0	10	\$ 650.00	\$ -	\$ 650.00
Virtual internal staff meetings (quarterly check ins with memo)							10	0	10	\$ 650.00	\$ -	\$ 650.00
GIS Services							0	0	60	\$ -	\$ -	\$ 4,500.00
TOTAL							260	130	450	\$16,900.00	\$8,060.00	\$30,030.34

Title of Item: Discussion of SB 166 2024 Building Code Regulatory Reform

Presenter: Town Commissioner, Deb H. Bridges

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

Summary of Item: To discuss the potential impacts of the SB 166 2024 Building Code Regulatory Reform on the Town of Laurel Park's ordinances.

Suggested Motion: None.

Legislature Returns, Overturns Land-Planning Bill Veto

State legislators returned to Raleigh this week and, in a move that will affect North Carolina cities and towns, overrode the veto of Gov. Roy Cooper to pass SB 166 2024 Bldg. Code Regulatory Reform into law. Legislators also overrode four other bills vetoed by Governor Cooper, although those bills should have little or no effect on municipal government, and they approved a spending package appropriating money in a handful of areas. That spending measure, HB 10, comes after the House and Senate failed to agree on a final, larger budget deal. It includes additional dollars for the Opportunity Scholarship private school voucher program and provides for enrollment increases in public schools and community colleges.

Importantly for cities and towns, SB 166 became an omnibus bill incorporating a number of building code and land-use planning changes, with many of those sought by the home-building industry. Throughout the legislative session, municipal leaders raised concerns about various provisions. A few were dropped and, where possible, League staff worked with legislators to improve other sections of the bill.

During this week's floor session, the veto of this extensive piece of legislation was overridden by a 27-17 vote in the Senate and a 70-40 vote in the House.

In its final version, the bill:

- Prohibits a local government from requiring an existing customer to install a backflow preventer unless a hazard determination is made by the utility or the state.
- Requires local governments to perform initial residential building plan review concurrently with other state, federal, and local development review processes. This section also imposes a refund for a portion of permit application fees for building permits not initially reviewed within 20 business days, a change from the bill's original version which imposed the refunds after 15 days.
- Clarifies a local government may not withhold a building permit or certificate of occupancy for development improvements not yet completed, unless determined to be a public safety issue. The section also clarifies that public safety issues do not include landscaping or street lighting.
- Prohibits local governments from requiring curb and gutter design standards beyond those adopted by NC DOT for subdivision roads.
- Prohibits cities from requiring a developer to construct sidewalks for small residential subdivisions located in municipal extra-territorial jurisdictions, unless the city accepts long-term maintenance of the pedestrian facilities.
- Requires local governments to conduct an inspection of improvements subject to a performance guarantee within 30 days of a request. If the local government and developer disagree on whether the improvements meet local specifications, a developer may obtain a certification under an engineer's seal attesting the improvement meets the local specifications.
- Prohibits a local government from adopting local fire prevention code standards beyond those required by the Residential Code.

- Establishes the Building Code Permit Technician Certification program for local permit techs.
- Clarifies that local government officials shall not make administrative decisions on the scope of work covered by architect or engineer seals of design affixed to plans.
 - Clarifies that, for the purposes of local stormwater programs, artificial turf is not considered a built-upon area.
- Prohibit public water and sewer systems from imposing unauthorized conditions for residential development. Those conditions, often negotiated during the conditional rezoning process, could not be imposed through utility development agreements. Another provision restricts local governments from using unauthorized conditions as metrics for a scoring or preference system to allocate water and sewer among residential development applicants.

The General Assembly plans to reconvene again after the election in November, although SB 166 is likely to be the final piece of legislation taken up this year affecting land-use planning. We will keep you informed of any developments arising out of that reconvened session or due to any unexpected policy news.