



Town of Laurel Park
Town Council Regular Meeting
February 18, 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. January Monthly Report
 - B. December 12, 2024 Work Session Minutes
 - C. December 17, 2024 Regular Meeting/Public Hearing Minutes
 - D. January 19, 2024 Regular Meeting Minutes
- 6. Old Business**
 - A. Continued Public Hearing - Unified Development Ordinance Text Amendment for Restoration of Nonconforming Structures
 - B. Comprehensive Plan Steering Committee Appointments
- 7. New Business**
 - A. Presentation from Carolina Climbers Coalition
 - B. MOU and Resolution for Budget Retreat Facilitation
 - C. Motion Designating Funds from the General Fund for Emergency Repairs
- 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 Consent Agenda

Presenter: Mayor O'Cain

Attachment(s): Yes/No

- Monthly report

Summary of Item:

Suggested Motion: Approve/deny the Consent Agenda.



November Monthly Report

Planning & Zoning

Status of Single-Family Residential Dwellings (SFRD)			
2022-31	Lot 10 Fawn Turn Ln	Sigfrid Della Valle	NC
2023-4	200 Rowland Dr.	Loyd Alexander	LPZCP
2023-5	152 Clays Cv.	Josh Youngblood	NC
2023-29	472 Roberts Dr.	Brock Builders	CO
2024-11	Lot 6 Tudor Lane	DMH Builders Inc.	LPZCP
2024-24	101 Reisha Ln.	Jack Collina	LPZCP
2024-46	Willow Road PIN 9558829924	Stephen Lammens	LPZCP
2024-52	Lot 3 Fawn Turn Ln.	James & Sherri Devine	LPZCP
2024-53	805 Somersby Pkwy.	Roger & Tammy Angle	Awaiting Landscaping Plan
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			0
Sign			0
Fence or Retaining Wall	50 Lady's Fern Trl. Hurricane Replacement, 3975 Laurel Park Hwy		2
Additions or Remodel	Echo Mountain Inn Hurricane Repair, 3975 Laurel Park Hwy, 19 Winter Holly Ln.		3
Accessory Use or Structure	641 Ransier Dr. Hurricane Replacement, 203/205 Moore St.		2
Subdivision	Sabine Dr. 1 new lot approved by TRC		1
Zoning Verification Letter			0
Temporary Use or Structure	203/205 Moore St.		1
Total for December			9

Tax Collector's Report (January 31, 2025)

For prior year taxes, a total of \$28,873.59 remains outstanding. The Town received \$293,160.03 from Henderson County for property taxes collected for January.

Item 6A: Continued Public Hearing - Unified Development Ordinance Text Amendment for Restoration of Nonconforming Structures**Presenter:** Town Manager, Cara R. Reeves**Attachment(s):** Yes/No**Summary of Item: 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.

Item 6B: Comprehensive Plan Steering Committee Appointments

Presenter: Town Manager Reeves

Attachment(s): Yes/No

- *Applications:*
 - Cindy Rasmussen
 - Scott Keels

Summary of Item:

Suggested Motion: Motion to appoint _____ for the _____ as a _____, for a term ending December 31, _____.

Item 7A: Presentation by Carolina Climbers Coalition

Presenter: Executive Director Mike Reardon

Attachment(s): Yes/No

Summary of Item: The Carolina Climbers Coalition is a nonprofit that conserves and protects public access climbing areas in the Carolinas and beyond. Mark and his colleague Alycia Andrade attended the Parks and Greenways meeting in January. At the meeting, they presented some information about trail work, graffiti removal work, basics of bouldering as a recreational activity, and expressed our Coalition's desire to help steward Jump Off Rock. The Board stated they were supportive of us moving forward with these needs.

Suggested Motion: None.

Item 7B: MOU for Budget Retreat Facilitation

Presenter: Town Manager Reeves

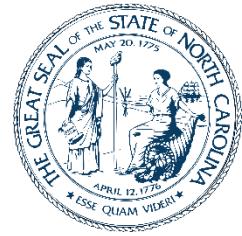
Attachment(s): Yes/No

- MOU
- Resolution

Summary of Item: As part of the N.C. Department of Commerce, the State's lead agency for promoting economic development and prosperity, the Program provides services and assistance to local units of government to add value to their community economic development efforts. Ms. Reeves reached out for a facilitator for the upcoming Budget Retreat.

Suggested Motion: Motion to approve/deny the MOU and resolution with the N.C. Department of Commerce, Rural Economic Development Division for Budget Retreat facilitation.

N.C. Department of Commerce
Rural Economic Development Division
NC Main Street & Rural Planning Center
Rural Planning Program



MEMORANDUM OF UNDERSTANDING

Budget Retreat Facilitation for Laurel Park, NC

This Memorandum of Understanding (MOU) is entered into by and between the N.C. Department of Commerce, Rural Economic Development Division, NC Main Street & Rural Planning Center, Rural Planning Program (“Program”) and the Town of Laurel Park, NC (“town”), and together the “Parties,” for the purpose of setting out the terms and understandings between the Parties for the Program to assist the town with facilitation services for the 2025 Budget Retreat (“Project”).

WHEREAS the Town has requested assistance from the Program to provide facilitation services for the 2025 budget retreat.

WHEREAS, as part of the N.C. Department of Commerce, the state’s lead agency for promoting economic development and prosperity, the Program provides services and assistance to local units of government to add value to their community economic development efforts.

WHEREAS, the mission of the NC Main Street & Rural Planning Center, which includes the Program, is to work in regions, counties, cities, towns, downtown districts and in designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results, such as investment, business growth, and jobs. To further that mission, the Program may share successful “best practices” with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.

The Program and Town agree as follows:

I. Project Scope of Work

Program Services and Project Activities

The Program will provide facilitation services necessary for the 2025 Laurel Park Town Council Budget Retreat, under the general direction of senior staff of the Town. The Program will provide guidelines to participants prior to the beginning of the session that will cover basic rules and procedures for the session. The Program will prepare a written summary on the one day retreat of major topics discussed and will provide a copy to the Town.

Town Roles and Responsibilities

Meetings-The town will be responsible for providing meeting space and all materials and equipment needed for the planning session. The town will be responsible for providing any relevant background information prior to the session as requested by the program.

Proposed Project Timeline

The Project is scheduled to take place on February 25th, 2025.

Project Staff

The lead Program staff member for the Project will be Jeff Emory, Community Economic Development Planner for the Southwest Region, with assistance from other Program staff members, as needed.

Cost for Services

The Town will be responsible for paying for Project-related expenses incurred by Program staff while providing services (materials, mileage, and meal expenses) and other costs directly related to the Project. The Program bills its clients for such expenses quarterly and payment is generally due within 30 days following receipt of the invoice. For travel billing, the Program uses the Internal Revenue Service (IRS) business standard mileage rate in effect when travel occurs.

Next Steps

The Project start date will be confirmed upon receipt by the Program of this signed MOU and a signed resolution, adopted by the Town of Laurel Park Town Council, that requests assistance from the Program for the Project (sample resolution attached).

II. Effective Term and Termination of MOU

This MOU will be effective on the date the last of the Parties executes it. This MOU is subject to modification at any time upon written amendment signed by the Parties. In the event of Program staff turnover, budget reductions, or other unforeseeable events, however, the Program may be compelled to place a project in an indefinite "hold" status until replacement staff resources can be secured. In rare cases, where very specialized staff skills are unable to be replaced, the project commitment may be terminated by the Program. Projects may also be reprioritized consistent with department or division policies.

III. Auditing

The records as they relate to this MOU shall be accessible to the North Carolina State Auditor's Office in accordance with N.C. Gen. Stat. §147-64.7 and to any other State or federal entity authorized to conduct audits with respect to activities performed pursuant to this MOU.

IV. Information Sharing/Confidentiality

To facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.

V. Notices

All notices given in connection with this MOU shall be in writing and, if routine, may be sent by email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addresses set forth below.

PROGRAM:

Karen Smith, AICP, Rural Planning Program Manager
NC Main Street & Rural Planning Center
ksmith@commerce.nc.gov

TOWN:

Cara R. Reeves, Town Manager
Town of Laurel Park, NC
441 White Pine Drive
Laurel Park, NC 28739
TownManager@laurelpark.org

VI. Governing Law

This MOU is governed and construed in accordance with the laws of the State of North Carolina.

II. Signatures

The Program and Town agree to the foregoing understandings as indicated by the signatures below of their respective authorized representatives.

**NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION
NC MAIN STREET & RURAL PLANNING CENTER
RURAL PLANNING PROGRAM**

Karen C. Smith, AICP
Rural Planning Program Manager

Date

TOWN OF LAUREL PARK, NC

Chief Elected Official
Town of Laurel Park

Date

Please sign, date, and return the MOU and resolution via email to:

Karen Smith, Rural Planning Program Manager

NC Main Street & Rural Planning Center

ksmith@commerce.nc.gov

Please also send signed copies of the MOU and resolution via e-mail to:

Jeff Emory, Community Economic Development Planner

NC Main Street & Rural Planning Center

Jeff.emory@commerce.nc.gov

Resolution Requesting the Services of the
NC Main Street and Rural Planning Center
For the Town of Laurel Park

WHEREAS the Laurel Park Town Council wishes to conduct a one-day budget retreat; and

WHEREAS the Laurel Park Town Council would like assistance with this project from the NC Commerce Main Street and Rural Planning Center; and

WHEREAS the NC Commerce Main Street and Rural Planning Center and the Town of Laurel Park have reached an agreement on the work to be performed.

NOW THEREFORE BE IT RESOLVED that the Town of Laurel Park hereby request the NC Commerce Main Street and Rural Planning Center to assist the City with facilitation services for the one-day budget retreat in accordance with the guidelines established by the Memorandum of Understanding adopted by the Town and Rural Planning Center.

Duly adopted by the Laurel Park Town Council on _____, 2025.

Item 7C: Motion to Approve Funds from the General Fund for Emergency Repairs

Presenter: Mayor O’Cain

Attachment(s): Yes/No

Summary of Item: At the recent Work Session, Town Council mentioned the desire to allocate funds from the General Fund for emergency repairs as a result of Hurricane Helene.

Suggested Motion: Approve/deny the Consent Agenda.