



**Town Council
Work Session
December 14, 2023**

**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**
 - A. Status of sewer pipe at Laurel Green Park
 - B. Board Applications- ABC Board member
- 4. New Business**
 - A. Ecusta Crossing Stage 1 Final Plat
 - B. Community Foundation of Western Carolina and Dogwood Trust Grant Discussion
 - C. Update on car leasing agreement
 - D. Renaming of Laurel Park Highway – Discussion only
 - E. Land of Sky Contract and Budget Adjustment
- 5. Agenda Review**
- 6. Adjournment**



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Title of Item: Status of sewer pipe at Laurel Green Park

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

Summary of Item:

Council asked for a status update on the aerial sewer line crossing the creek in Laurel Green and serving Lakemoor I.

Staff reached out to Lakemoor I and their representatives. They responded by saying that the application and design had been submitted to the City of Hendersonville months ago and they had not received a response. Laurel Park staff then reached out to Brendan Shanahan at the City on 11/22/23 and were informed that the application was under review, and they expected to have an update soon. As of 12/7/2023, we have not received an update.

Council Action Requested:

Discussion only.

Suggested Motion:

N/A



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Board Appointments

Presenter: Town Clerk Tamara Amin

Attachment(s): Yes/No

- Wesley Bellew Application
- Donald T. McIntyre Application
- Paul D. Bell Application
- Mark Pace Application

Summary of Item:

The council appoints volunteers to serve on the four (4) standing advisory boards, and any other boards and commissions as needed. Current members may be reappointed, or new applicants appointed.

Town Staff has solicited the public for applications for the Boards on the Town Facebook page and Town Website. We have received 4 new applications. But no ETJ applications.

ABC Board - 1 positions – 3-year term – Term ending December 31, 2026

1. Robert Dulmage (would not like to serve)

Applications received:

- Wesley Belew
- Donald T. McIntyre
- Paul D. Bell
- Mark Pace

The Laurel Park ABC Board has recommended Mark Pace for the position.

Council Action Requested:

Review the applications.

Suggested Motion:

Move to appoint _____ for the ABC Board as a member, for a term ending December 31, 2026.

Town of Laurel Park

BOARDS AND COMMISSIONS APPLICATION

Name Wesley Belew Date Sept 6, 2023

Mailing Address _____ Street Address 149 Westwood DR
LAUREL PARK, NC 28739

Home/Cell Phone 704-724-4110 Work Phone _____

Email Address Wbbelew@gmail.com

I Am Interested In Serving On:

- Planning Board ABC Board As Needed
 Board of Adjustment Parks and Greenways Board

PERSONAL INFORMATION

Spouse Name: SANDRA L. HARDIN

High School: Gordon High Decatur GA

College: GEORGIA STATE UNIVERSITY Degree BBA - Accounting - Finance

College: UOP Degree MBA

Employer: Retired

Job Title: _____

PRIOR PUBLIC SERVICE

Board/Commission/Civic Org.	From	To
<u>Red Cross</u>	<u>1968</u>	<u>1973</u>
<u>Boy Scout</u>	<u>1987</u>	<u>1991</u>
_____	_____	_____
_____	_____	_____

COMMENT (Statement of why you want to serve on this Board)

I want to PERFORM public SERVICE. My Service MANAGEMENT AND MERGER - ACQUISITION EXPERIENCES would be A BENEFIT TO LAUREL PARK

Attach additional information as needed

Town of Laurel Park

RECEIVED

MAR 22 2023

TOWN OF
LAUREL PARK

BOARDS AND COMMISSIONS APPLICATION

Name Donald T. McIntyre Date March 20, 2023
Mailing Address 121 Timber Creek Rd. Street Address 121 Timber Creek Rd.
Laurel Park NC 28759 Laurel Park NC 28759

Home/Cell Phone 828-6943813 Work Phone _____

Email Address mcintyre.sandoni@gmail.com

I Am Interested In Serving On:

- Planning Board ABC Board As Needed
 Board of Adjustment Parks and Greenways Board

PERSONAL INFORMATION

Spouse Name: Sandra McIntyre

High School: North Catholic, Pittsburgh PA

College: Penn State University Degree BS - Biological Sciences

College: _____ Degree _____

Employer: Retired - Formerly Sandoni Inc / Nabisco Brands

Job Title: Owner / VP / VP Manufacturing

PRIOR PUBLIC SERVICE

Board/Commission/Civic Org.	From	To
<u>LP - Parks + Greenways</u>	<u>2009</u>	<u>2022</u>
<u>Timber Creek P.O.A.</u>	<u>2008</u>	<u>Present</u>
<u>Laurel Park Civic Association</u>	<u>2010</u>	<u>2017</u>
<u>Lions Club</u>	<u>2008</u>	<u>2022</u>

COMMENT (Statement of why you want to serve on this Board) It is important to bring

in a diverse point of view, or to be one to ask tough
questions. I want to be there because I value the
community and to help make sure everything is

done in the best way possible.
Attach additional information as needed

Town of Laurel Park

BOARDS AND COMMISSIONS APPLICATION

Name Paul D. Bell Date 7-31-2023
Mailing Address 198 Birchwood Dr Street Address 198 Birchwood Dr
Laurel Park NC Laurel Park NC
28739 28739
Home/Cell Phone 917-232-9015 Work Phone NONE
Email Address PAULBELL55@GMAIL.COM

I Am Interested In Serving On:

Planning Board ABC Board As Needed
 Board of Adjustment Parks and Greenways Board

PERSONAL INFORMATION

Spouse Name: Colleen Whitt Bell
High School: Ramapo H.S. Franklin Lakes NJ
College: UNC Greensboro Degree B.A. Political Science
and History
College: Univ Maryland Degree MPA
Employer: Retired : Dow Jones & Co., Inc & iHeart Media
Job Title: VP / General Manager

PRIOR PUBLIC SERVICE

Board/Commission/Civic Org.	From	To
<u>Lake George (NY) Land Conservancy</u>	<u>Current</u>	<u>incoming Board chair</u>
<u>Hypocent Valley Education Foundation</u>	<u>2014-2017</u>	
<u>Pennington (NJ) Planning Board</u>	<u>1995-2005</u>	
<u>Silver Bay YMCA Board</u>	<u>{ 2018 - current }</u>	<u>{ 2004 - 2015 }</u>

COMMENT (Statement of why you want to serve on this Board)

profile available on linked in. Happy to contribute
time and commitment to my adopted home town
Interest in land use, conservation, environmental
stewardship. I do have time available to
make a contribution.

Attach additional information as needed

Town of Laurel Park

BOARDS AND COMMISSIONS APPLICATION

Name Mark Pace Date 10-29-2023

Mailing Address 171 Terrace Mtn DR Street Address SAME
Hendersonville NC 28739

Home/Cell Phone 828-242-1420 Work Phone SAME

Email Address mark@concretetcushing.com

I Am Interested In Serving On:

- Planning Board ABC Board As Needed
 Board of Adjustment Parks and Greenways Board

PERSONAL INFORMATION

Spouse Name: Virginia L Pace

High School: ROBERT E LEE, HS Jacksonville, Fla.

College: MARS Hill Univ Degree BUSINESS BA / ECONOMICS

College: _____ Degree _____

Employer: Pace Const & Excavation, Inc

Job Title: President

PRIOR PUBLIC SERVICE

Board/Commission/Civic Org.	From	To
<u>City of Hendersonville</u>	<u>2001</u>	<u>?</u>
<u>PLANNING</u>		<u>2003</u>
_____	_____	_____
_____	_____	_____

COMMENT (Statement of why you want to serve on this Board)

was asked, Have interest in see
the town maximize potential and
profits.

Attach additional information as needed



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Ecusta Crossing Stage 1 Final Plat

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Staff Memo
- Final Plat Checklist
- Required Certificates
- Plat
- 2018 -2 Order Granting Conditional Use Permit
- Improvements Guarantee Agreement
- Improvement Guarantee Diagram
- Cost for Completion of Road Paving and Sanitary Lift Station
- Mike Anderson Letter

Summary of Item:

WXZ Residential Group/Arcadia One, LLC is seeking to secure approval of a final plat for the subdivision known as the Ecusta Crossing. The Ecusta Crossing Subdivision, formerly known as The Cottages at Arcadia Views was granted a Conditional Use Permit (CUP) (2018-2) on January 16th, 2018, to construct 56 residential units on the property identified by PIN 9559-21-7758. This CUP was permitted under the old Laurel Park Zoning and Subdivision Ordinance.

According to Order Number 2018-2, Exhibit A, page 3, List of Conditions, item number 2: Guarantee of Performance from section A states, "The applicant shall provide a Guarantee of Performance as required in 1103.8 of the Zoning Ordinance prior to Town Council's issuance of approval of the Final Residential Planned Unit Development." Section B states, "The value of such guarantee, which shall be subject to review and approval by the Town Manager, shall be 125% (one hundred and twenty five percent) of the true cost of construction of the following:

- 1) On-site public water and wastewater infrastructure, as well as any off-site public water, wastewater.
- 2) Site access and off-site roadway improvements which may be necessitated by the project.

As of November 28th, 2023, the developer has made efforts to install site access and wastewater infrastructure. However, two items identified in section B.1&2 above have yet to be installed. The developer has installed roughly 70% of curb and gutter. An estimated 35% of asphalt paving needs to be completed as well as the installation of the sanitary sewer lift station.



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

The developer has provided an improvement guarantee agreement in accordance with the Zoning Ordinance in the amount of 125% of the total cost in the amount of \$384,220 through a surety bond with Great Midwest Insurance Company. The developer will, on or before June 30th, 2024, complete the installation of 18" concrete curbs and gutters, pave remaining site-access roads, and install the sanitary sewer lift station. The final plat meets all other administrative requirements and required data.

Staff has reviewed the final plat and all required documentation for conformance with the approved preliminary plat and the provisions of the Laurel Park Zoning and Subdivision Ordinance. Staff recommends conditional approval of the final plat contingent upon execution of the improvements guarantee agreement to install said improvements.

Council Action Requested:

Review and discuss the final plat application for the Ecusta Crossings Subdivision.

Suggested Motion:

Move to approve/deny the Ecusta Crossings Subdivision final plat contingent upon execution of the improvements guarantee agreement to install said improvements.



December 14th, 2023

To: The Laurel Park Mayor, and Town Council Members

WXZ Residential Group/Arcadia One, LLC is seeking to secure approval of a final plat for the subdivision known as the Ecusta Crossing subdivision. The Ecusta Crossing subdivision, formerly known as The Cottages at Arcadia Views was granted a Conditional Use Permit (CUP) (2018-2) on January 16th, 2018, to construct 56 residential units on the property identified by PIN 9559-21-7758. This CUP was permitted under the old Laurel Park Zoning and Subdivision Ordinance and not the new Unified Development Ordinance.

According to Order Number 2018-2, Exhibit A, page 3, List of Conditions, item number 2: Guarantee of Performance from section A states, “The applicant shall provide a Guarantee of Performance as required in 1103.8 of the Zoning Ordinance prior to Town Council’s issuance of approval of the Final Residential Planned Unit Development.” Section B states, “The value of such guarantee, which shall be subject to review and approval by the Town Manager, shall be 125% (one hundred and twenty five percent) of the true cost of construction of the following:

- 1) On-site public water and wastewater infrastructure, as well as any off-site public water, wastewater.
- 2) Site access and off-site roadway improvements which may be necessitated by the project.

As of November 28th, 2023, the developer has made efforts to install site access and wastewater infrastructure; however, two items identified in section B.1&2 above have yet to be installed. The developer has installed roughly 70% of curb and gutter but lacks 30% to be installed. An estimated 35% of asphalt paving needs to be completed as well as the installation of the sanitary sewer lift station.

Section 404.6 of the Laurel Park Subdivision Ordinance states,

“In lieu of requiring the completion, installation, and dedication of all improvements prior to a final plat approval, the Town of Laurel Park may enter into an agreement with the subdivider whereby the subdivider shall agree to complete all required improvements as specified by the approved preliminary plat for that portion of the subdivision to be shown on the final plat. Once the said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the Town Council if all other requirements of this ordinance are met. To secure this agreement, the subdivider shall provide, subject to the approval of the Town Council, either one or a combination of, the following guarantees or other assurances for the installation of the required improvements within a specified period of time, which shall be in an amount equal to 1.25 times the entire cost as provided herein:”

- (1) Surety Performance Bond(s). The subdivider shall obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina. The bond(s) shall be payable to the Town of Laurel Park and shall be in an amount equal to 1.25 times the entire cost of installing all required improvements as estimated by the subdivider and approved by the Town Council. The duration of the bond(s) shall be until such time as the improvements are accepted by the Town Council or a default is declared.
- (2) Cash or Equivalent Security. The subdivider shall deposit cash, an irrevocable letter of credit, or other instrument readily convertible into cash at face value either with the Town or in escrow with a financial institution designated as an official depository of the Town. The use of any instrument other than cash shall be subject to the approval of the Town Council. The amount of deposit shall be equal to 1.25 times the cost, as estimated by the subdivider and approved by the Town Council, of installing all required improvements.

The developer has provided an improvement guarantee agreement in the amount of 125% of the total cost in the amount of \$384,220 through a surety bond with Great Midwest Insurance Company. The developer will, on or before June 30th, 2024, complete the installation of 18” concrete curbs and gutters, pave remaining site-access roads, and install the sanitary sewer lift station. The final plat meets all other administrative requirements and required data.

Staff has reviewed the final plat and all required documentation for conformance with the approved preliminary plat and the provisions of the Laurel Park Zoning and Subdivision Ordinance. Staff recommends conditional approval of the final plat contingent upon execution of the improvements guarantee agreement to install said improvements.

Respectfully,

Town Staff

APPENDIX B

FINAL PLAT CHECKLIST

The final plat shall meet the following requirements prior to any review of the plat by the subdivision administrator:

Date Final Plat Submitted August 2023

Date Preliminary Plat Approved January 16, 2018

Name of Subdivision Ecusta Crossing

Location 2710 Brevard Rd. Laurel Park, NC 28739

Owner WXZ Residential Group/Arcadia One, LLC

Address 22720 Fairview Center Dr. #150 Fairview Park Tel. 440-801-1690

Surveyor Glaspys Land Surveying

Address 784 Glaspys Mountain Rd, Hendersonville, NC Tel. 828-974-1811

Checklist:

Administrative Requirements

- | | |
|------------|---|
| <u>X</u> | Notice that improvements guarantee has been accepted or that certification of improvements has been granted. |
| <u>N/A</u> | Submitted within twelve months of preliminary plat approval, unless written extension is granted by the Town Council. |
| <u>X</u> | Final plat is 18" by 24" or 24" by 36" and is at an appropriate scale adequately illustrating required information. |
| <u>X</u> | Three (3) prints submitted of final plat. |

Required Data

(a) Title Block:

- | | |
|----------|---|
| <u>X</u> | Subdivision name, North Arrow, scale (denoted graphically and numerically), date of plat preparation, location of subdivision (township, country and state), the name(s) of the owner(s) and the registered surveyor responsible for the subdivision (including the surveyor's seal). |
|----------|---|

(b) Tract Boundaries:

 X Exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of adjoining lands.

(c) Adjoining Property Owners:

 X Names and deed references (when possible) of owners of abutting properties and subdivisions of record (proposed or under review).

(d) Location of Improvements:

 X All rights-of-way, easements, watercourses, utilities, roadways, and other such improvements shall be accurately located where crossing or forming any boundary of the property shown.

(e) Engineering Data:

 X Sufficient engineering data to determine readily and reproduce on the ground every straight or curved boundary line, street line, lot line, right-of-way line, and easement line, including dimensions, bearings, or deflection angles, radii, central angles, and tangent curved property lines that are not the boundary of curved streets. Building setback lines are to be notated.

(f) Monuments:

 X The accurate locations and descriptions of all monument markers and control points.

(g) Lot and Block Numbers:

 X The blocks numbered consecutively throughout the entire subdivision and the lots numbered consecutively throughout each block.

(h) Streets:

 X Street names and right-of-way lines of all streets. The designation of all streets as public (or private when approved by the Town Council in accordance with the provisions of this ordinance.).

(i) Street Construction Certification:

 X Certification by an independent testing laboratory that, based on randomly taken core samples, all streets meet the N.C. Department of

Transportation's Subdivision Roads, Minimum Construction Standards, January 1, 1999, or as hereafter amended except that the top course thickness is increased to two (2) inches of compacted Asphalt Concrete Surface Course, Type I-2.

(j) Rights-of-way:

 X The location and dimensions of all rights-of-way, utility or other easements, riding trails, natural buffers, pedestrian or bicycle paths, and areas to be dedicated to public use with the purpose of each stated.

Required Certificates

The following certificates are to appear on the final plat in such a manner as to insure that the said certificate will be legible on any prints made therefrom, or are to be submitted with and recorded with the final plat in accordance with the provisions of this ordinance:

Certificate of Survey and Accuracy signed by the surveyor

_____ 08/03/2023 _____ Date

*Certificate of Ownership, Dedication, and Maintenance

_____ 08/03/2023 _____ Date

*Certificate of Improvements signed by the Subdivision Administrator

_____ Date

Certificate of approval by the Town Council

_____ Date

*To accompany final plat if improvements are completed prior to final plat review or as separate documents if guarantees are used.

NOTES

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM #37009559004, DATED 10/02/2008.

SURVEYOR WAS NOT PROVIDED WITH A LEGAL TITLE SEARCH. THERE MAY EXIST EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS PERTINENT TO THIS PROPERTY THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THAT ARE NOT SHOWN ON THIS SURVEY.

NO UNDERGROUND UTILITIES WERE LOCATED. CALL 1-800-632-4949 BEFORE DIGGING.

ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR CONSIDERED AS PART OF THIS SURVEY.

NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS, OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

AREA BY COORDINATE COMPUTATION.

PROPERTY LINES SHOWN AS DASHED WERE NOT FIELD SURVEYED. THEY WERE PLOTTED FROM RECORD DOCUMENTS.

SUBJECT PROPERTY CURRENTLY ZONED R-20 BY LAUREL PARK, HENDERSON COUNTY. SETBACKS: FRONT-35' SIDE-20' REAR-20'

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

SUBJECT PROPERTY LOCATED IN WS-IV, UPPER FRENCH BROAD RIVER WATERSHED.

SUBJECT PROPERTY IS NOT ADJACENT OR WITHIN A 1/2 MILE OF A FARMLAND PRESERVATION DISTRICT.

ALL ROADS ON PROPERTY SHOWN ARE PRIVATE.

ALL AREAS OUTSIDE OF PROPOSED STRUCTURES ARE COMMON AREAS KNOWN AS BLOCK A.

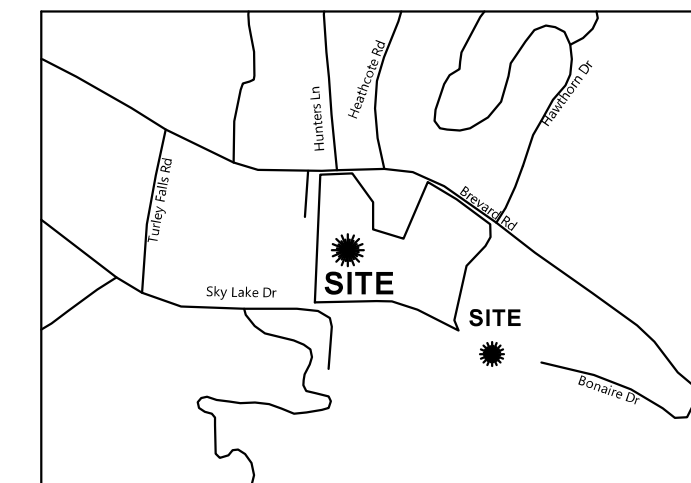
CERTIFICATE OF OWNERSHIP, DEDICATION AND MAINTENANCE
THE EXISTING AND PROPOSED ROAD/DRIVEWAY EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNERS TO ALLOW CLEAR PASSAGE FOR EMERGENCY RESPONSE VEHICLES. MAINTENANCE RESPONSIBILITY OF THE EASEMENTS IS CONVEYED TO THE HOMEOWNERS UTILIZING IT TO ACCESS THEIR PROPERTIES.

Total Proposed Land Area: 714925 Sq. Feet±
16.41 Acres±

Total Existing Acreage: 90.80 Acres±
per Plat Slide 2006/6234

Total Proposed Building Area: 112378 Sq. Feet±
2.58 Acres±

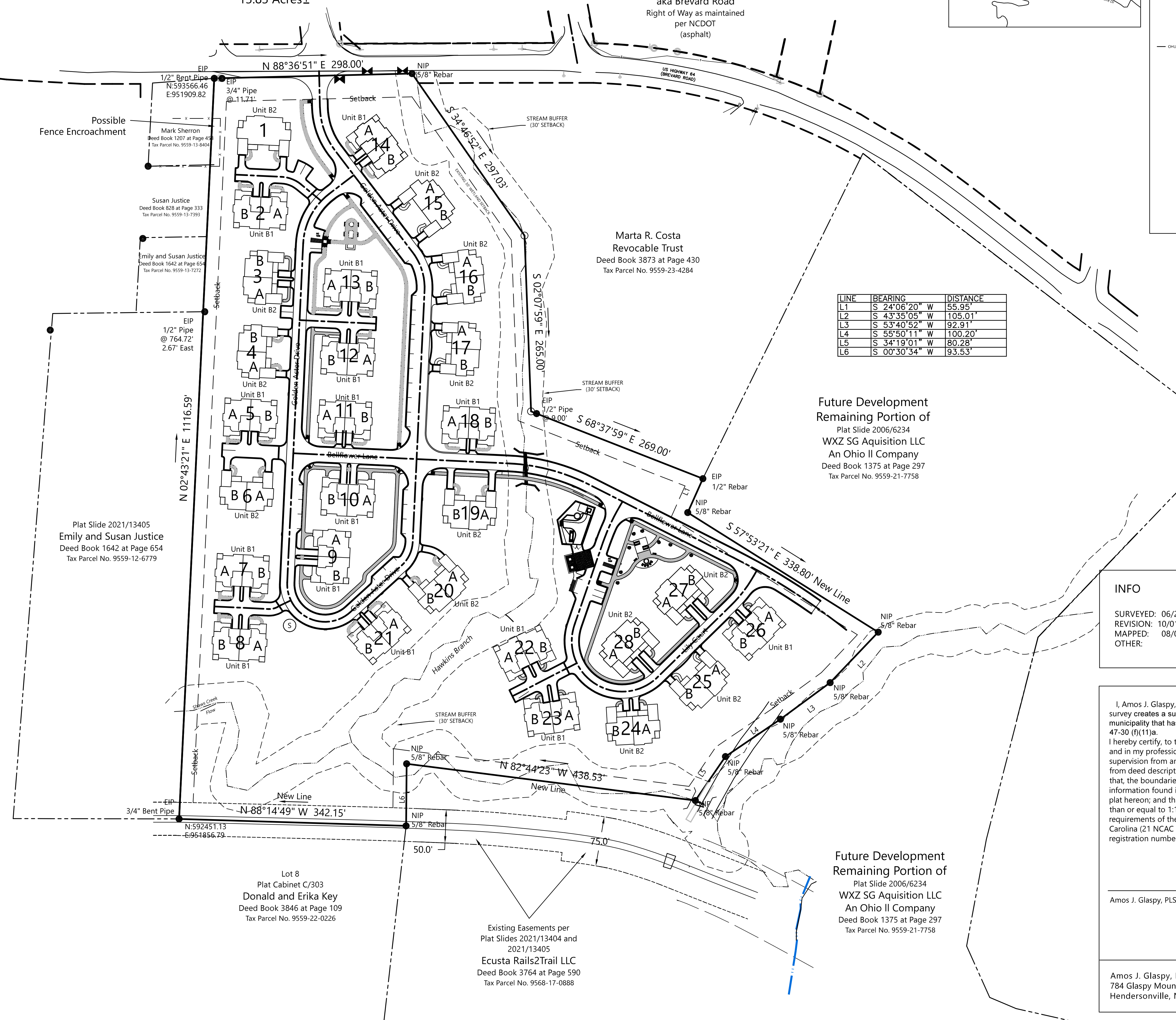
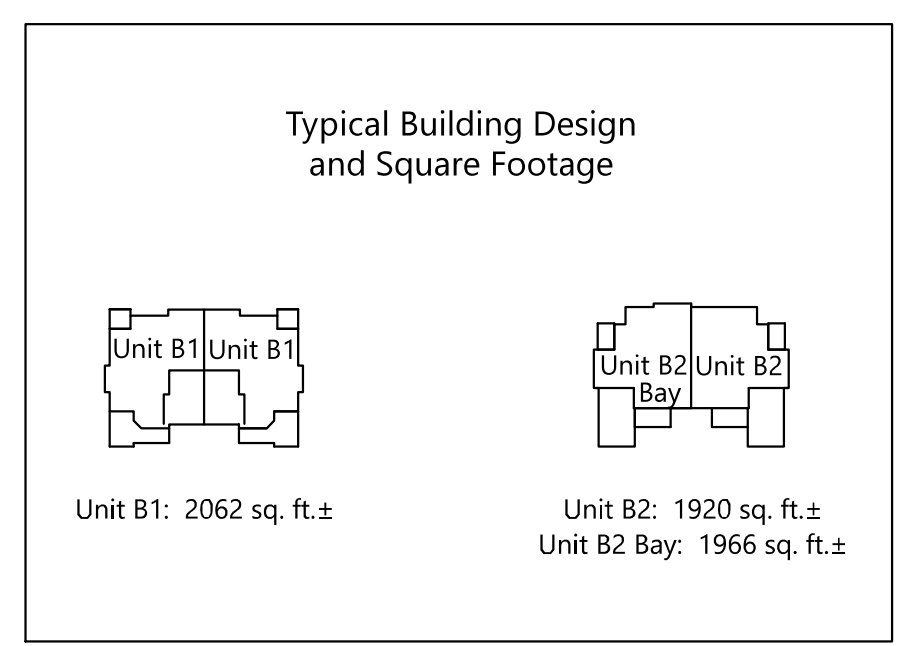
Total Proposed Area of Block A (Common Area): 602547 Sq. Feet±
13.83 Acres±



LEGEND

- NC GEODETIC CONTROL MONUMENT
- CONCRETE MONUMENT (CM)
- EXISTING IRON PIN (EIP)
-
- EXISTING STONE MARKER
- MAGNAIL FOUND OR SET
- UNMARKED POINT (CP)
- UTILITY POLE (PP)
- UTILITY LINES
- FIRE HYDRANT (FH)
- WATER METER OR WELL
- WATER VALVE (WV)
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CLEANOUT
- DRAIN INLET
- CURB INLET
- NOW OR FORMERLY (N/F)
- DEED BOOK & PAGE (DB)
- PLAT BOOK & PAGE (PB)
- RIGHT OF WAY (R/W)

LINE	BEARING	DISTANCE
L1	S 24°06'20" W	55.95'
L2	S 43°35'05" W	105.01'
L3	S 53°40'52" W	92.91'
L4	S 55°50'11" W	100.20'
L5	S 34°19'01" W	80.28'
L6	S 00°30'34" W	93.53'

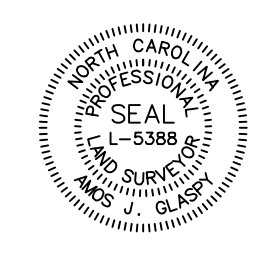


INFO

SURVEYED: 06/2023	Plat Refs. Slide 2000/3614
REVISION: 10/01/2023	Slide 2021/13361
MAPPED: 08/03/2023	Slide 2021/13362
OTHER:	Slide 2021/13404
	Slide 2021/13405

I, Amos J. Glaspy, professional land surveyor, certify that this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. GS 47-30 (f)(11)a.

I hereby certify, to the best of my knowledge, information and belief, and in my professional opinion, that this plat was drawn under my supervision from an actual survey made under my supervision, taken from deed description recorded in Deed Book 1375, Page 297; and that the boundaries not surveyed are clearly indicated from information found in Deed Books and Plat Slides as shown on survey plat hereon; and that the ratio of precision as calculated is greater than or equal to 1:10000; and that this plat/map meets the requirements of the standards of practice for land surveying in North Carolina (21 NCAC 56.1600), witness my original signature, registration number and seal this 3rd day of August 2023.



Amos J. Glaspy, PLS No. L5388

Amos J. Glaspy, PLS-5388
784 Glaspy Mountain Road
Hendersonville, NC 28792

glaspylandsurveying.com
amos.gls@gmail.com
828-974-1811

Certificate of Approval for Recording

I certify that the final plat shown hereon complies with the Laurel Park Subdivision Ordinance and is approved by the Town Council for recording in the Henderson County Register of Deeds office.

Mayor of Laurel Park _____ Date _____

I, _____ Subdivision Administrator for Henderson County certify that this plat plan has been Reviewed and approved as (a) _____ in accordance with the Henderson County Subdivision Ordinance.

Subdivision Administrator _____ Date _____

State of North Carolina
Henderson County

I, _____ Review Officer of Henderson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____



PLAT OF SUBDIVISION SURVEY | PREPARED FOR ECUSTA CROSSING
WXZ SG Acquisition LLC an Ohio LL Company
(owner)

2710 Brevard Road, Henderson County NC
Hendersonville Township
Plat Slide 2006/6234
PIN NUMBER 9559-21-7758
Deed 1375/297





This document presented and filed:
03/09/2018 04:20:11 PM

WILLIAM LEE KING, Henderson COUNTY, NC

2018-2

**ORDER GRANTING
CONDITIONAL USE PERMIT FOR
THE COTTAGES AT ARCADIA VIEWS
PHASE I PRELIMINARY
RESIDENTIAL PLANNED UNIT DEVELOPMENT**

January 16, 2018

The Laurel Park Town Council, having held a quasi-judicial public hearing on September 19, 2017, and on January 16, 2018, pursuant to the Town of Laurel Park Zoning Ordinance Section 1306, Powers and Duties of the Town Council and 1307, Procedures for the Town Council to Hear and Decide Conditional Uses, to consider an application for a Conditional Use Permit, submitted by WXZ/SG Acquisition LLC (hereafter, the "Applicant"), 22720 Fairview Center Drive Suite 150, Fairview Park, OH 44126, to construct 56 residential units on the property identified by PIN 9559-21-7758, and described in Deed Book 1375, Page 297, and having heard all of the evidence and arguments presented at the hearing, makes the following Finds of Fact and draws the following Conclusions:

FINDINGS OF FACT:

1. The applicant, on June 19, 2017, submitted an application to the Town of Laurel Park for a Conditional Use Permit for a Residential Planned Unit Development (RPUD) on the property identified by PIN 9559-21-7758, and located within the R-20 zoning district.
2. The application was reviewed by the Planning Board in accordance with the Laurel Park Zoning Ordinance. On August 8, 2017, the Planning Board unanimously recommended approval of the permit with certain conditions.
3. The Cottages at Arcadia Views Phase 1 Residential Planned Unit Development and Conditional Use Permit (hereafter, "Arcadia Views Phase 1"), is generally compatible with adjacent property and other property in the district with respect to location, structure, design, and other applicable elements of the Town of Laurel Park's planning program.
4. The Town Council is empowered pursuant to Section 1306 and Section 1103 of the Zoning Ordinance of the Town of Laurel Park to grant the conditional use permit that is requested.
5. Arcadia Views Phase 1 is generally consistent with the Town of Laurel Park 2016 - 2026 Comprehensive Plan and granting the conditional use will not adversely affect the public interest, subject to the conditions,

plans and drawings provided in Exhibit A. List of Conditions, and Exhibit B. Approved Plans and Drawings, which are attached hereto and incorporated herein by reference.

6. The built upon area ratios on the overall density plan for Arcadia Views Phase 1 comply with the Town's Watershed Overlay District Regulations but are subject to review & approval by Henderson County pursuant to the procedures of Article XVI Section 1608.
7. The use proposed is multi-family residential structures, and such use is permitted by §1103.3 of the Ordinance.
8. The property proposed for development is located on a tract which has more than two hundred (200') feet of frontage on Davis Mountain Road.
9. The size of Arcadia Views Phase 1 is more than five (5) contiguous acres.
10. The design and density of Arcadia Views Phase 1 as depicted on Exhibit B. Approved Plans and Drawings, is acceptable as to health, safety and general welfare of the subject property and all adjacent properties, and the Laurel Park Planning Board has also evaluated the plan and reached a determination that it is acceptable as to health, safety and general welfare of the subject property and all adjacent properties.
11. The density of Arcadia Views Phase 1 is five (5) dwelling units per acre or less.
12. Arcadia Views Phase 1 will have an approved connection to a public water system and sewage will be disposed of through a connection with a public sewer system.
13. A soil erosion and sedimentation control plan will be submitted to and approved by the Henderson County Erosion Control Division prior to any land disturbing activities on the site.
14. Stormwater will be collected, channeled or piped to discharge into natural drainageways without creating potential for damage to neighboring properties.
15. Off-street parking will be provided at a ratio of at least two (2) parking spaces per dwelling unit, and shall be designed in such a way as to prevent the obstruction of pedestrian sidewalks.
16. Arcadia Views Phase 1 will have exterior lighting sufficient for the safety of drives, services areas and pedestrian walks.
17. A landscaping plan has been submitted reflecting a permanent plant, mulch or other similar natural material on all exposed surfaces and landscaping covering at least forty (40%) of the gross lot area.
18. All exterior wiring for Arcadia Views Phase 1 will be underground.
19. The driveways and streets within Arcadia Views Phase 1 will be adequate in width and alignment to accommodate vehicles operated by residents, guests, service personnel and emergency vehicles.

20. The plan reflects paved walks connecting all parking areas with entries and other areas such as service facilities and recreation facilities.
21. Town Council has made satisfactory provision and arrangement, pursuant to the conditions of this Permit, for all matters set out in Sections 1103, 1306 and 1307.
22. Subject to the conditions of this Order, the use sought for Arcadia Views Phase 1 will not be detrimental to the public welfare or injurious to the property or public improvements in the neighborhood.
23. Subject to the conditions of this Order, the use sought for Arcadia Views Phase 1 will not adversely affect the health and safety of any person residing or working in the neighborhood. Arcadia Views Phase 1 complies with all specific rules governing the project as set forth in the Zoning Ordinance.
24. Arcadia Views Phase 1 provides for adequate yards, open space, screening and buffering, with reference to type, dimensions, character, and proposed exterior lighting is sufficient with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district; provided that the applicant complies substantially, with the conditions, plans and drawings provided in Exhibits A and B, which are attached hereto and incorporated herein by reference.

CONCLUSIONS

1. The proposed Residential Planned Unit Development will not adversely affect the health and safety of the persons residing or working in the neighborhood of the proposed use.
2. The proposed Residential Planned Unit Development will not be detrimental to the public welfare or injurious to the property or public improvements in the neighborhood.
3. Arcadia Views Phase 1 adequately provides for the provision of public water and wastewater services with respect to technical design, location, availability, and compatibility.
4. Arcadia Views Phase 1 is compliant with the Town's Watershed Overlay District Regulations in Chapter 16 of the Zoning Ordinance.

Based on the foregoing Findings of Fact and Conclusions drawn, and it appearing to the Laurel Park Town Council that the application for a Conditional Use Permit should be granted, subject to the following conditions:

- A. Applicant shall comply substantially with all plans, drawings and conditions provided on Exhibit A. List of Conditions, which is attached hereto and incorporated by reference.
- B. Future development and use of lands situated within Arcadia Views Phase 1, shall comply substantially, with the plans and drawings submitted with the application and supplemented and

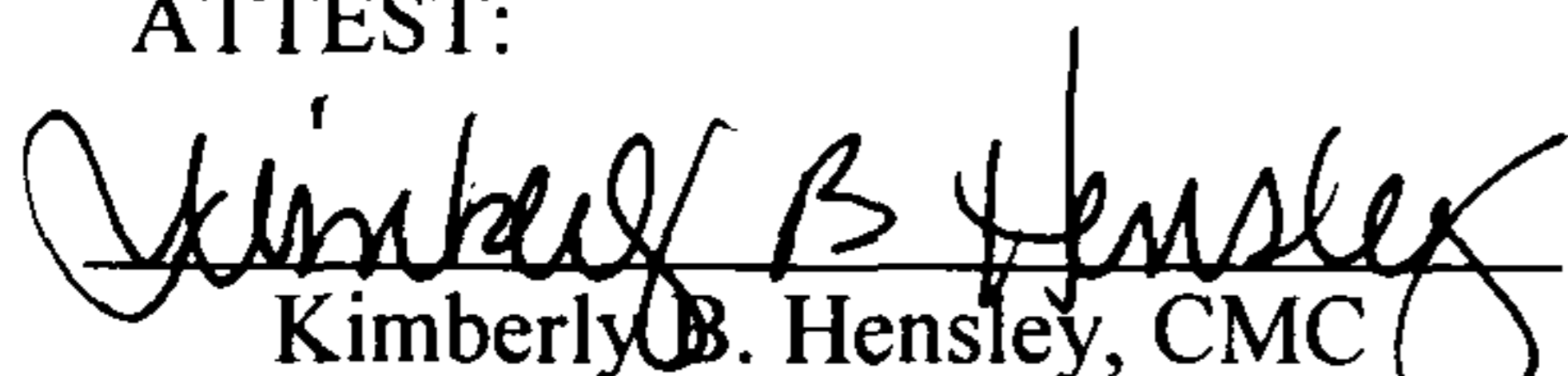
modified through the date of this order, and which are depicted on Exhibit B. Approved Plans and Drawings, which is attached hereto and incorporated herein by reference.

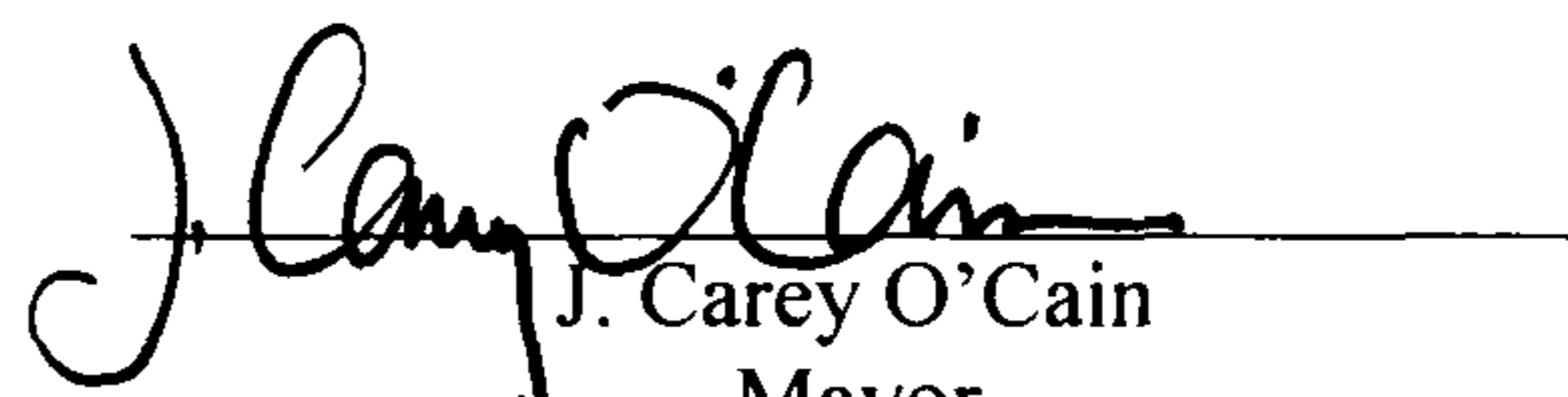
- C. Future development and use of lands situated within Arcadia Views Phase 1 shall, at all times, comply with all applicable provisions of the Town Code of the Town of Laurel Park, including the Zoning and Subdivision ordinances, except as explicitly modified herein or varied as permitted by the Ordinance.
1. The Conditional Use Permit for a Residential Planned Unit Development is approved, in accordance with the procedures in Article XIII of the Zoning Ordinance and the conditions set forth herein.
 2. This Order shall run with the land and shall be binding on the Applicant, its heirs and assigns.
 3. The Town Manager is hereby authorized and directed to administer this order.
 4. The Town Clerk is directed to file a copy of this Order along with a certified copy of all Exhibits in the Office of the Register of Deeds of Henderson County.

IT IS, THEREFORE, ORDERED, by the Laurel Park Town Council that the Application for a Conditional Use Permit for a Residential Planned Unit Development (RPUD), submitted by WXZ/SG Acquisition LLC, is granted and a conditional use permit shall be issued, with the conditions listed above, in addition to those requirements imposed by the ordinances of the Town of Laurel Park. If no development has occurred pursuant to such conditional use permit within one (1) year from the date such permit is issued, the conditional use permit shall become null and void, and no further development shall be permitted pursuant to such permit in the absence of further action by Laurel Park Town Council.

ORDERED this the 8th day of March, 2018.

ATTEST:


Kimberly B. Hensley, CMC
Town Clerk


J. Carey O'Cain
Mayor

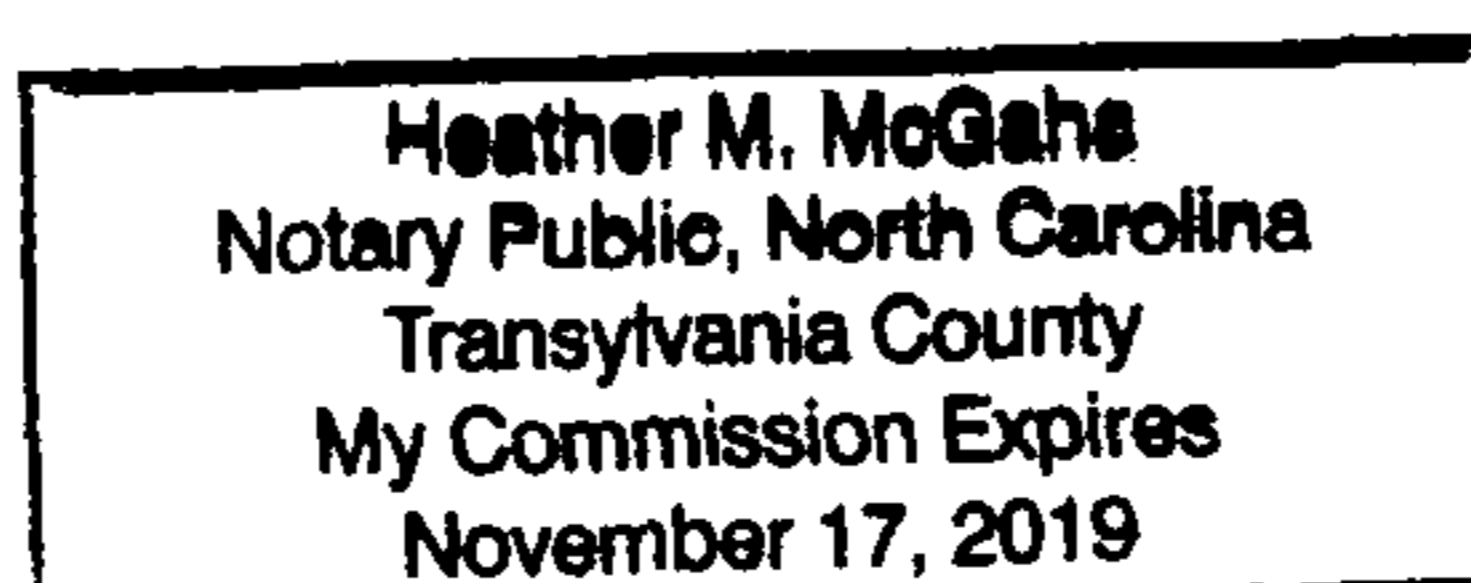
NORTH CAROLINA

HENDERSON COUNTY

I, Heather M. McGaha, Notary Public for said County and State, certify that Kimberly B. Hensley personally appeared before me this day and acknowledged that she is the Town Clerk of the Town of Laurel Park, a corporation, and that, by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by J. Carey O'Cain, Mayor of the Town of Laurel Park, sealed with its corporate seal, and attested by herself as Town Clerk.

Witness my hand and official seal, this 8th day of March, 2018.

Heather M. McGaha
Heather M. McGaha, Notary



**EXHIBIT A:
LIST OF CONDITIONS**

**APPROVING
CONDITIONAL USE PERMIT FOR
THE COTTAGES AT ARCADIA VIEWS PHASE 1
RESIDENTIAL PLANNED UNIT DEVELOPMENT**

A Conditional Use Permit for the Cottages at Arcadia Views Phase 1 Residential Planned Unit Development (hereafter, "Arcadia Views Phase 1") is hereby approved, subject to the following findings, allowances and conditions:

1. Internal and External Streets and Points of Access:

- A. The applicant shall construct internal streets in compliance with Exhibit B. Approved Plans and Drawings, which is attached hereto and incorporated herein by reference.
- B. The applicant shall construct on-street parking spaces and other internal street markings in conformance with the Manual on Uniform Traffic Control Devices and the applicable requirements Henderson County 911 and property addressing; and,
- C. Signage and addressing shall be subject to review and approval by the Town Manager and shall comply with the Town of Laurel Park Zoning Ordinance, Article IX Section 902 Sign Regulations as well as Henderson County's 911 signage and addressing regulations; and,
- D. All proposed streets and drives in phase 1 shall be private and maintained by the owner or an association and the Town will not be requested to take dedication of same; and,
- E. All streets within phase 1 shall be subject to review and approval by Valley Hill Fire District and the Town's Engineer to provide acceptable emergency vehicle access prior to approval of final plan; and,
- F. A driveway permit, approved by NCDOT, shall be provided for the first and second entrances from Brevard Road, and confirmation thereof shall be submitted as part of the final plan; and,
- G. A traffic impact analysis (TIA) has been performed and submitted for review by the North Carolina Department of Transportation (NCDOT). NCDOT has reviewed and provided comments related thereto, which are referenced and incorporated herein as conditions of approval by Town Council:
 - 1) The Applicant shall comply with NCDOT's required modifications as provided in correspondence from Steve Cannon, PE, NCDOT District Engineer, dated January 10, 2018,

regarding “Cottages at Arcadia Views driveway permit application – NCDOT review and comment,” which is included in Exhibit B.

- 2) The Applicant shall complete the conditions provided above for Phase I prior to issuance of the first certificate of occupancy of the first dwelling unit within Arcadia Views Phase I.
- 3) The Applicant shall complete the conditions provided above for Phase II prior to issuance of the first certificate of occupancy of the first dwelling unit within Arcadia Views Phase II;
and,

H. Second point of access:

- 1) A secondary, gated, all weather emergency ingress/egress road shall be constructed from the Phase I streets to the property eastern frontage on Brevard Road. The gate shall be located a minimum of one fire truck length off the Brevard Road pavement edge and be equipped with a Knox Box™, to provide access for emergency personnel. Such access road, gate and Knox Box™ shall be provided at the developer’s expense.
- 2) The location, design and layout of such access road is subject to review and approval by Valley Hill Fire District and the Town’s Engineer prior to approval of final plan; and,
- 3) Such gate and road will be completed prior to issuance of a certificate of occupancy for the first dwelling; and,

I. The applicant stated the applicant’s willingness and commitment to collaborate with the Hunters Crossing Homeowners Association, the Hawthorn Hills Property Owners Association, and NCDOT to evaluate, design, fund, and implement roadway improvements for the purposes of traffic calming and safety at the following intersections:

- 1) Hunters Lane; and,
- 2) Heathcote Road; and,
- 3) Hawthorn Drive; and,
- 4) The eastern and western access points to Arcadia Views.

The applicant shall make reasonable efforts to initiate the evaluation, design, funding and implementation of such improvements, in collaboration with the organizations referenced above, and shall submit documentation of such efforts as part of a future request for final subdivision approval and final RPUD approval for the Cottages at Arcadia Views Phase I.

2. Guarantee of Performance:

- A. The applicant shall provide a Guarantee of Performance as required in §1103.8 of the Zoning Ordinance prior to Town Council's issuance of approval of the Final Residential Planned Unit Development.
- B. The value of such guarantee, which shall be subject to review and approval by the Town Manager, shall be equal to 125% (one hundred and twenty five percent) of the true cost of construction of the following:
 - 1) On-site public water and wastewater infrastructure, as well as any off-site public water, wastewater.
 - 2) Site access and off-site roadway improvements which may be necessitated by the project.

3. Ecusta Trail:

- A. Prior to the Ecusta Trail being built the applicant shall:
 - 1) Plan, build and dedicate an roadway to NCDOT standards from Brevard Road to the south side of the railroad right-of-way, subject to approval of, and acceptance by, the Town of Laurel Park, with phase two; or,
 - 2) In the event phase two is not built prior to the opening of the Ecusta Trail, dedicate an appropriate ROW to the Town of Laurel Park for the purpose of access from Brevard Road; and,
- B. The applicant shall release or convey interest in railroad right-of-way land rights in the future to the Town of Laurel Park, to the extent reasonably necessary to facilitate construction and opening of the proposed Ecusta Trail, including area for reasonable trail access parking, provided that applicant shall:
 - 1) Not suffer a reduction in allowable density or built upon area; nor,
 - 2) Not be responsible for the costs of construction or maintenance of the trail or access parking facilities; and,
 - 3) Be fully indemnified from any liability related to the trail and its use; and,
 - 4) Maintain all right to construct and maintain a roadway crossing the trail as well as utility connections crossing and/or adjacent to the trail; and,
 - 5) The applicant shall provide documentation confirming the applicant's right to convey the applicant's interest in such right-of-way to the Town of Laurel Park.

4. Public Utilities and Road Connection to Davis Mountain Road:

- A. The applicant shall plan, obtain approvals for and construct the following:

- 1) A road, constructed to such standards as shall be determined by the Town of Laurel Park, which shall connect from Brevard Road to Davis Mountain Road with future phases; and,
- 2) Public, municipal water and sanitary sewer connections from Brevard Road to Davis Mountain Road with future phases; and,
- 3) In the event such road, water and sanitary connections from Brevard to Davis Mountain are not constructed prior to January 1, 2028, the applicant shall grant appropriate easements and / or rights-of-way to the Town of Laurel Park for construction of same. Applicant's granting of reasonably appropriate easements and/or rights-of-way to the Town will be subject to reasonable approval of the entity controlling the railroad right-of-way and the Town Manager and Town's legal counsel.

B. Approvals from the City of Hendersonville, Town of Laurel Park and NCDWQ shall be required for water and sanitary sewer system connections, extensions and installations, and confirmation thereof shall be submitted as part of the final plan; and,

5. Development Agreement:

A. Conditions 3 and 4, above, will be memorialized in a development agreement reviewed and approved by the Town's legal counsel and Town Council and executed by the Applicant and the Town prior to the issuance of final approval of Arcadia Views Phase 1.

B. A memorandum of said agreement shall be filed in the Henderson County Register of Deeds.

6. The Environment:

A. Storm Water and Sedimentation & Erosion Control Plans must be approved by Henderson County and NCDWQ and shall comply with the Town of Laurel Park Zoning Ordinance, Article XI, Section 1103.5 (4) & (5) and the Phase II Stormwater Ordinance, and shall submitted as part of the final plan; and,

B. The final plan shall be reviewed by Henderson County and the Town Manager in accordance with, and shall comply with, the requirements of Laurel Park Town Code, Article XVI Watershed Overlay District, and confirmation thereof shall submitted as part of the and plan; and,

C. Approvals for any disturbance of streams or wetlands shall be obtained from The US Army Corps of Engineers and/or North Carolina Division of Water Quality (NCDWQ), and shall submitted as part of the plan; and,

D. Outdoor lighting must be reviewed and approved by the Town Manager and shall comply with the Town of Laurel Park Zoning Ordinance, Article XI Section 1103.5 (8); and,

7. Landscaping, Buffers and Lighting:

- A. The applicant shall submit detailed landscaping plans for the entire site with the submittal for the final plan, which plans shall comply with the general provisions of Laurel Park Zoning Ordinance; and,
- B. Landscaping shall be submitted for review by the Town Manager and shall comply with the Town of Laurel Park Zoning Ordinance, Article XI Section 1103.5 (9); and,
- C. The applicant shall provide screening to adjacent properties in compliance with Town of Laurel Park Zoning Ordinance, Article XI Section 1103.5 (10), by means of either a sufficient natural buffer, a newly constructed buffer, or a combination thereof; and,
 - 1) Such buffer shall be generally consistent with the design that is depicted in Exhibit B; and,
 - 2) Such buffer shall be subject to review and approval by the Town Manager; and,
- D. Street trees shall be provided along both sides of all streets within Arcadia Views Phase I, and shall comply with the following requirements:
 - 1) Trees shall be 3" minimum caliper, exceeding 30' at maturity.
 - 2) In locations beneath overhead utility lines, tree size may be reduced to 15' to 30' at maturity.
 - 3) Trees shall be planted at maximum intervals of 50' on both sides of streets.
 - 4) No more than 33% of street trees shall be of the same species.
- E. Lighting within the Cottages at Arcadia Views shall be designed to preserve the night sky from undue glare and shall comply with the following requirements:
 - 1) Street lights and all exterior lights shall employ full-cutoff fixtures to prevent the upward spillage of light.
 - 2) Outdoor lighting shall not shine directly into the yard or into the windows of an adjacent residence.
 - 3) Outdoor lighting shall be designed, located, and mounted at heights no greater than 18 feet above grade for pedestrian lights, or 35 feet above grade for street or parking area lights.
 - 4) All lighting must be located at least ten feet from property lines.
 - 5) On site lighting may be used to accent architectural elements and not be used to illuminate entire portions of buildings.
 - 6) Floodlights, spotlights or any other similar lighting shall not be used to illuminate buildings or other site features. Floodlights or other type of lighting attached to light poles that illuminate the site and/or buildings are prohibited.
 - 7) The unshielded outdoor illumination of any building or landscaping is prohibited.

- 8) Lighting fixtures used to illuminate an outdoor sign either shall be directed ground lighting or mounted on top of the sign and shall comply with shielding requirements.
- 9) Flickering, rotating, or flashing lights, or search lights, shall be prohibited.
- 10) Wall packs on buildings may be used at entrances to a building to light unsafe areas. They are not intended to draw attention to the building or provide general building or site lighting. Wall packs on the exterior of the building shall be fully shielded (true cut-off type bulb or source light not visible from off-site) to direct the light downward.

8. Parking:

- A. Parking as shown on plan, 152 spaces total (56 garage, 56 driveway & 40 guest spaces) exceeds the requirement (2 spaces per unit) at 2.7 spaces per unit; and,
- B. The final parking design shall be subject to review and approval by the Town Manager and shall comply with the Town of Laurel Park Zoning Ordinance, Article XI Section 1103.5 (6); and,

9. Plats, Plans and Drawings:

- A. Exhibit B, which is attached hereto and incorporated herein by reference, contains plans and drawings which depict the general layout and design of Arcadia Views Phase 1 Development, as well as the general placement and design of structures and associated setbacks and separation, landscaping and buffers, streets and sidewalks, and public utilities located therein; and,
- B. Such plans and drawings, and the information that they depict, are conditions of approval of this Order.

**EXHIBIT B:
APPROVED PLANS AND DRAWINGS**

**FOR
CONDITIONAL USE PERMIT FOR
THE COTTAGES AT ARCADIA VIEWS PHASE 1 PRELIMINARY
RESIDENTIAL PLANNED UNIT DEVELOPMENT**

A Conditional Use Permit for the Cottages at Arcadia Views Phase 1 Residential Planned Unit Development (hereafter, "Arcadia Views Phase 1") is hereby approved, subject to the following findings, allowances and conditions:

1. The following plats, plans and drawings depict the general layout and design of Arcadia Views Phase 1 Development, as well as the general placement and design of structures and associated setbacks and separation, landscaping and buffers, streets and sidewalks, and public utilities located therein; and,
2. Such plans and drawings, and the information that they depict, are hereby approved as presented; and,
3. Future development / construction activity within Arcadia Views Phase 1 shall comply with the following plans and drawings, provided, however, that that Town Council may approve minor modifications thereto as part of its future approval of final plans.
4. Such plans and drawings are conditions of approval of this Order for the purposes of administration and enforcement.

PROJECT#: 014085

COTTAGES AT ARCADIA VIEWS (PHASE 1), LAUREL PARK, NC



ARCHITECTS
PLANNERS
LANDSCAPE ARCHITECTS



COTTAGES AT ARCADIA VIEWS (PHASE 1)

Laurel Park, North Carolina

DEVELOPER: WXZ/SG ACQUISITION, LLC
Harrisville, N.C.

ARCHITECT: CLINE DESIGN ASSOCIATES, PA
Raleigh, North Carolina

LANDSCAPE ARCHITECTURE: CLINE DESIGN ASSOCIATES, PA
Raleigh, North Carolina

CIVIL: MDG
Asheville, North Carolina

SURVEYOR: ASSOCIATED LAND SURVEYORS
Horse Shoos, North Carolina

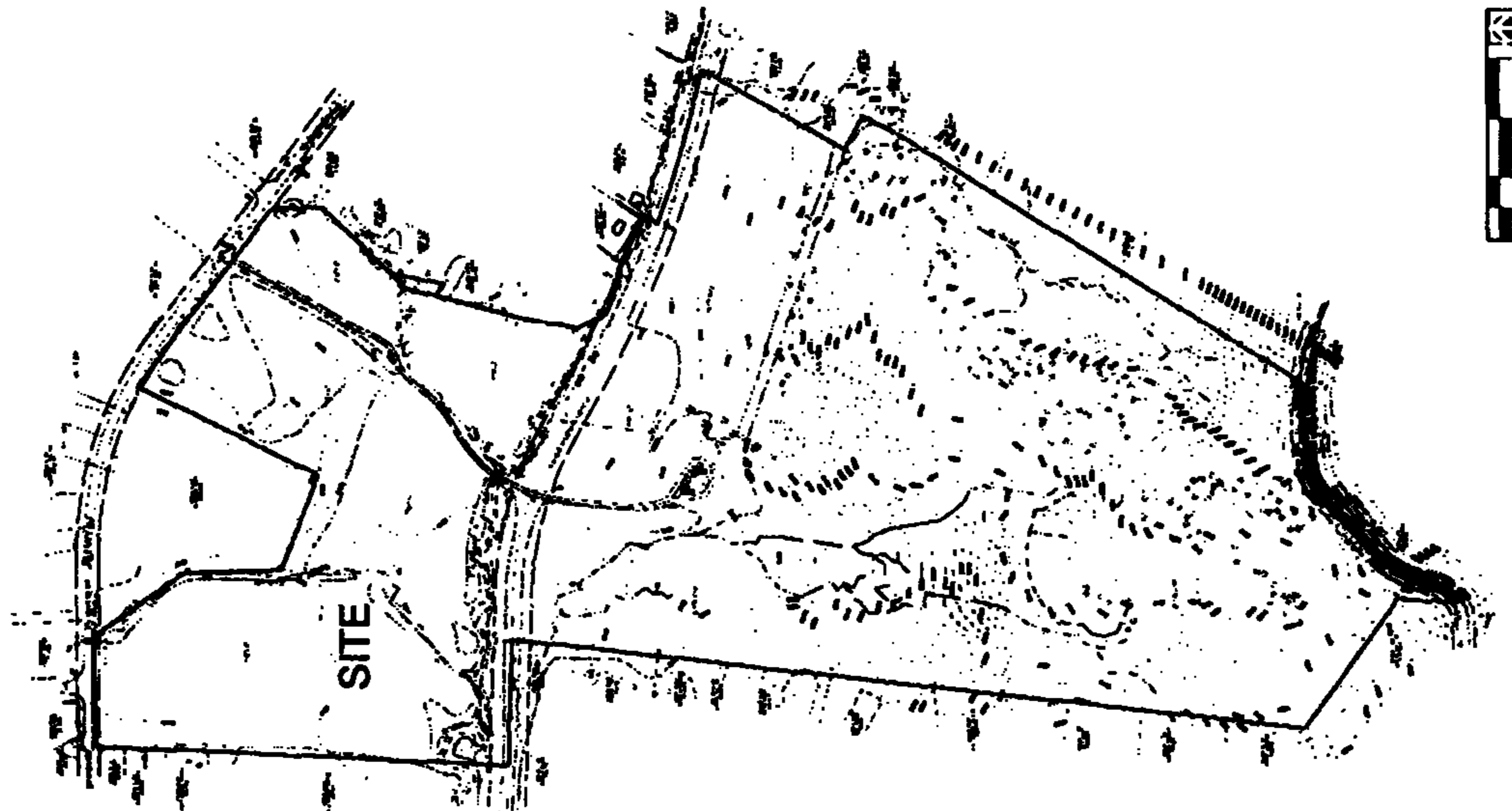
SHEETINDEX:

Overall Density Exhibit	SD1.00
Preliminary Site Layout Plan	C-1
Civil Infrastructure Plan	C-2
Civil Infrastructure Plan - West	C-3
Preliminary Typical Building Landscape Plan	LP-10
Landscaping Plans Packet	LP-11
Floor Plan Building 1	AI-01
Floor Plan Building 2	AI-02
Building Bluestone Building 1	AI-03
Building Bluestone Building 2	AI-04
Permeable Pavement	AI-05

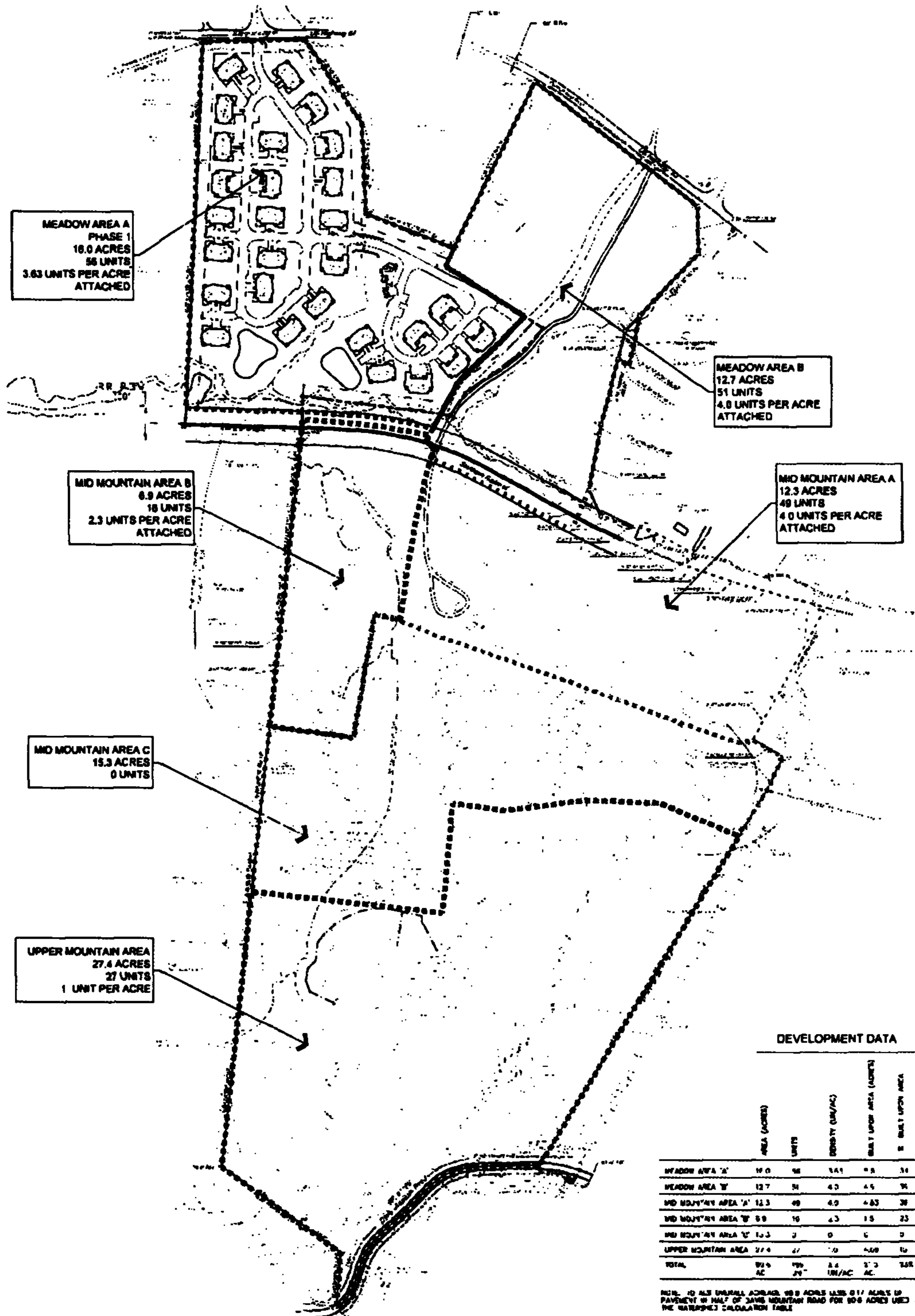
SETS ISSUED:

07/08/2017 Revised per Town's Comments

RPUD CONDITIONAL USE /
PRELIMINARY PLAT APPLICATION
NOT FOR CONSTRUCTION
June 16, 2017



This map may not be a certified survey and has not been reviewed by a Local Government Agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



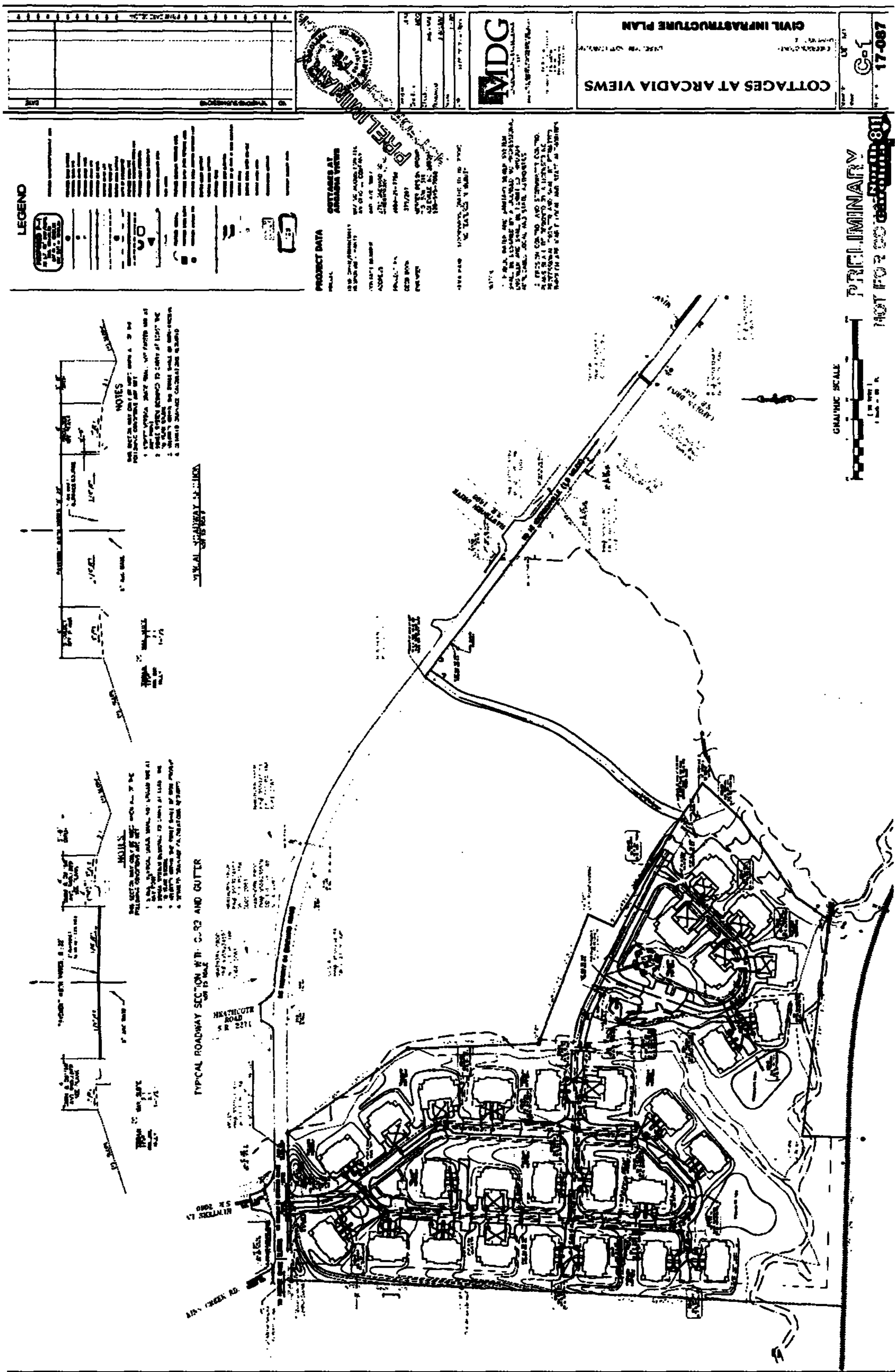
Arcadia Views
Laurel Park, North Carolina

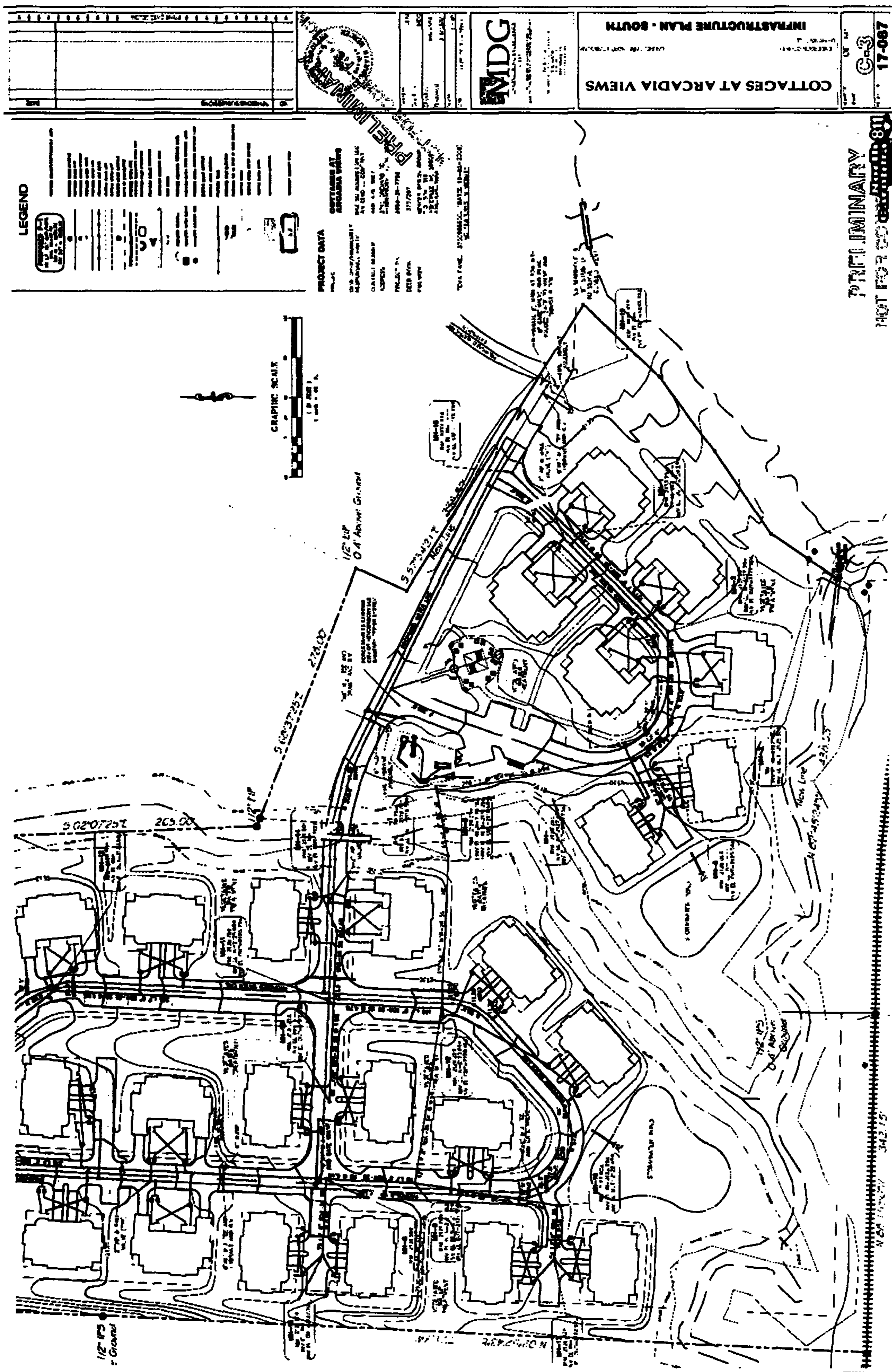
June 16, 2017
Revised per Towns Comts 07.08.17

Overall Density Exhibit

014085


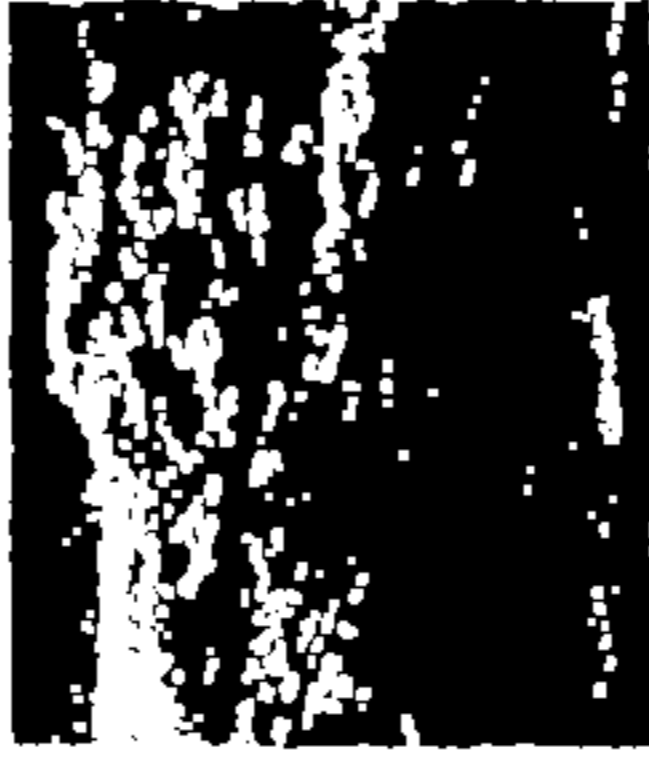




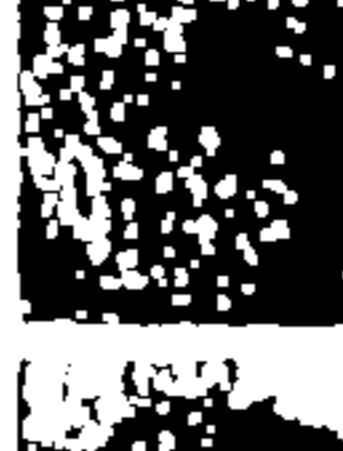














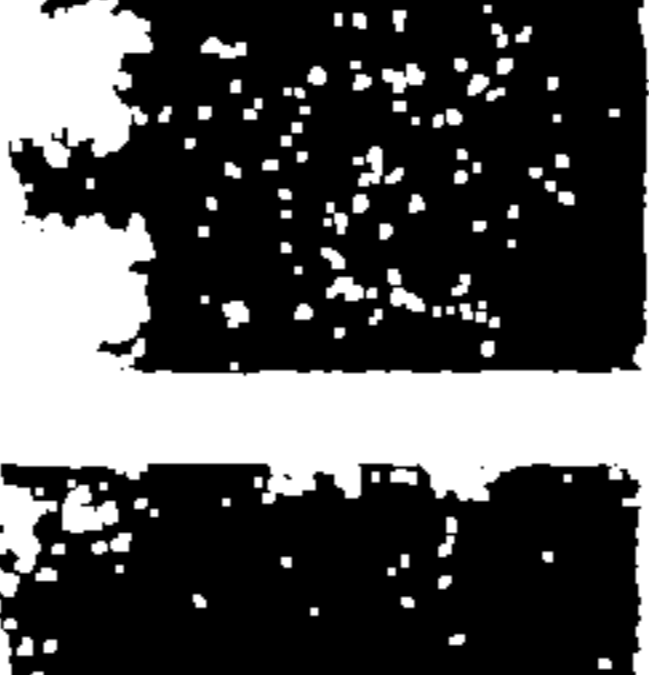
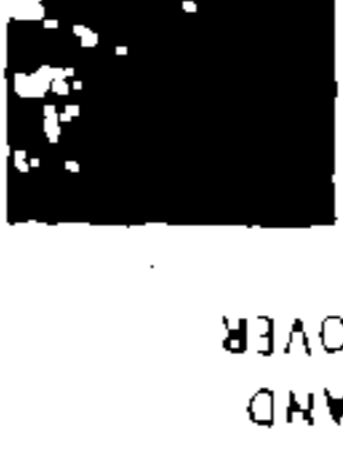


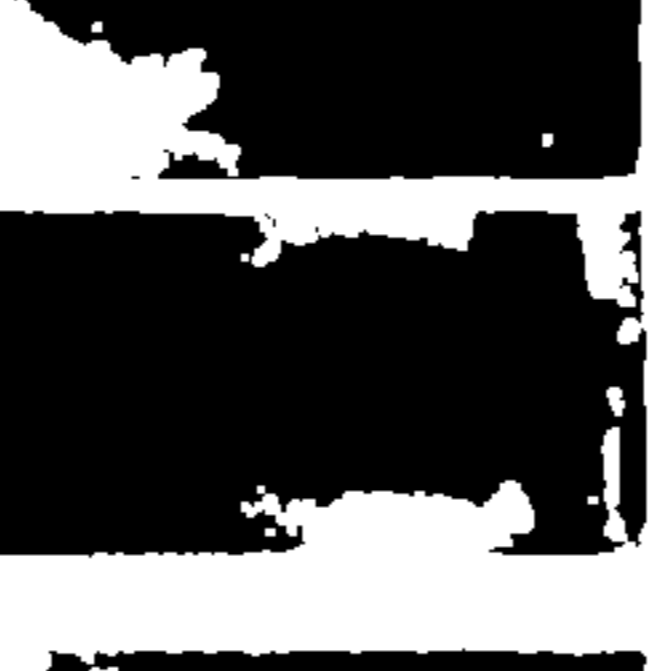





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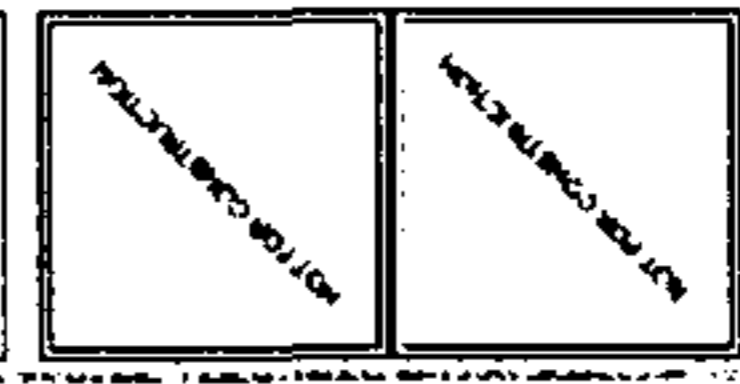
LP1.11
Landscape Plant Material

CANOPY TREES	UNDERSTORY TREES	SHRUBS	GRASSES AND GROUND COVER
 Sycamore	 Newberry Fig	 Ceanothus	 Muhlenbergia
 8-10' Magnolia	 Lamb's Ear	 Nandina	 Lupinus
 4-5' Magnolia	 Flowering Cherry	 Ceanothus	 Lupinus
 3-4' Magnolia	 Flowering Cherry	 Ceanothus	 Lupinus
 Lemon Oak	 Lemon Oak	 Ceanothus	 Lupinus
 Crown Magnolia	 Lemon Oak	 Ceanothus	 Lupinus
 White Oak	 Lemon Oak	 Ceanothus	 Lupinus
	 Little Leaf Magnolia	 Ceanothus	 Lupinus



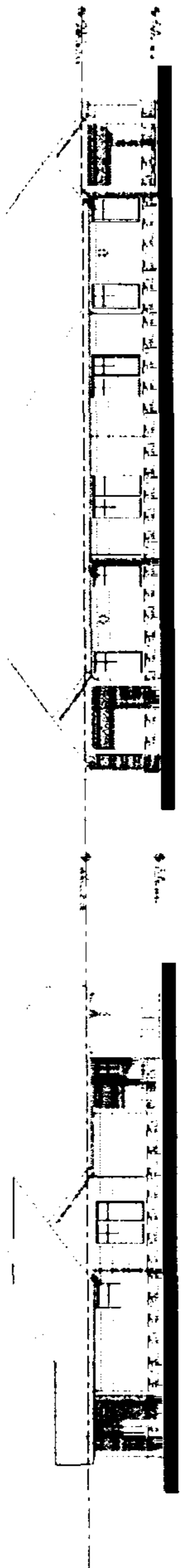
Wxz Development, Inc.
Cottages at Arcadia Views (Phase 1)
Laurel Park, North Carolina

REG. CONDITIONAL
USE - PRELIMINARY
NOT FOR CONSTRUCTION

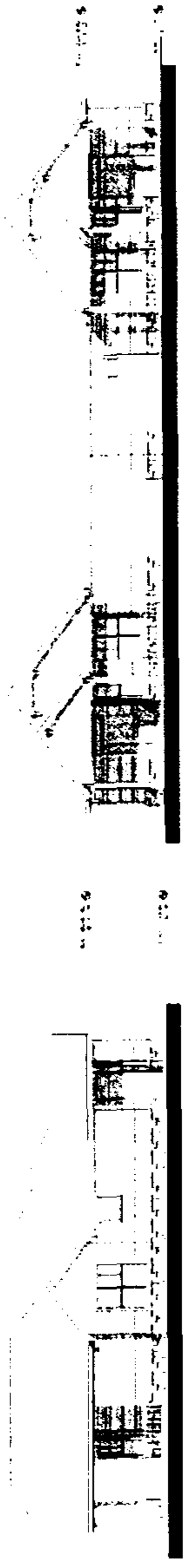


DATE: 01/11/17
PROJECT: COTTAGES AT ARCADIA VIEWS
CLIENT: Wxz DEVELOPMENT, INC.
SCALE: AS SHOWN
DESIGNER: [Name]
CHECKER: [Name]
DATE: 01/11/17

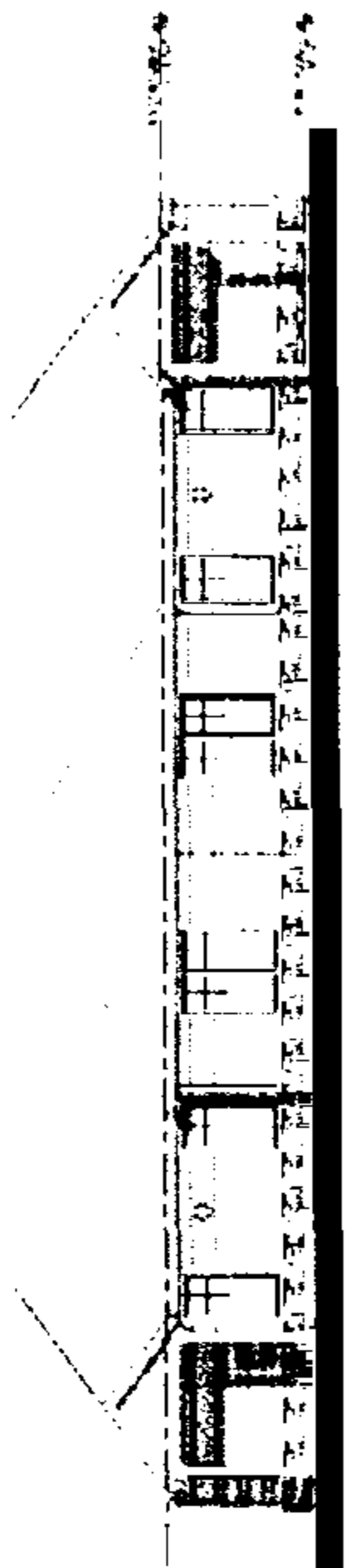
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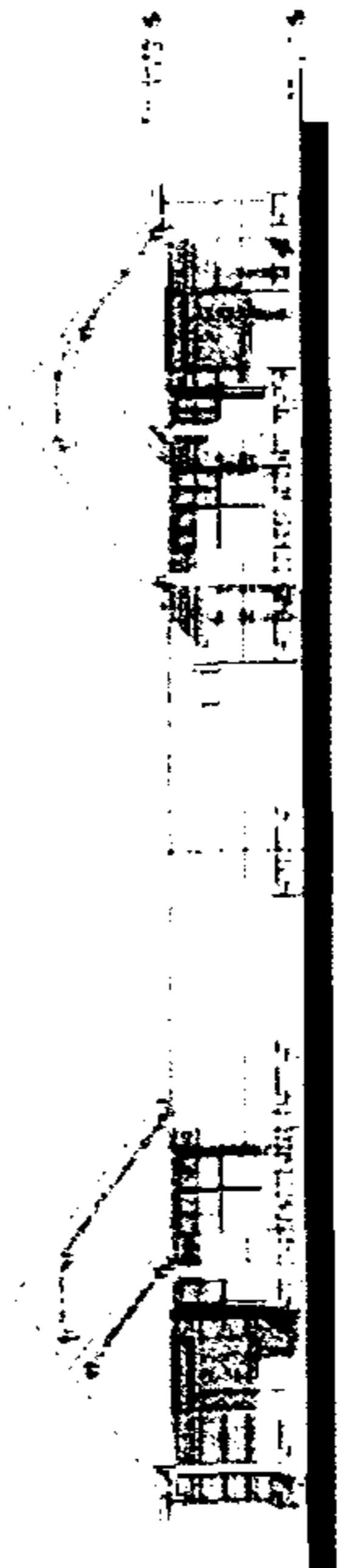
BUILDING 1 - LEFT ELEVATION | 4



BUILDING 1 - RIGHT ELEVATION | 3



BUILDING 1 - REAR ELEVATION | 2



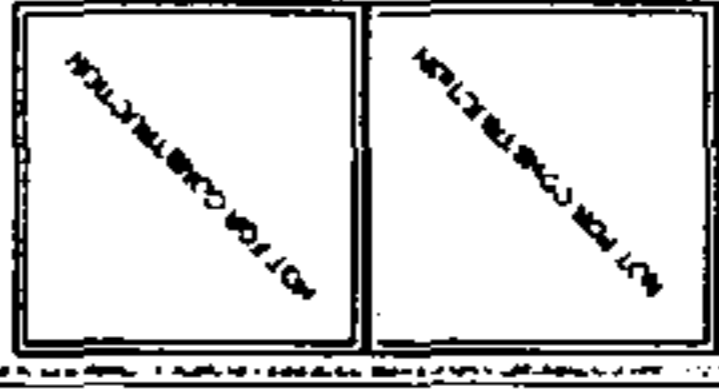
BUILDING 1 - FRONT ELEVATION | 1



W X Z

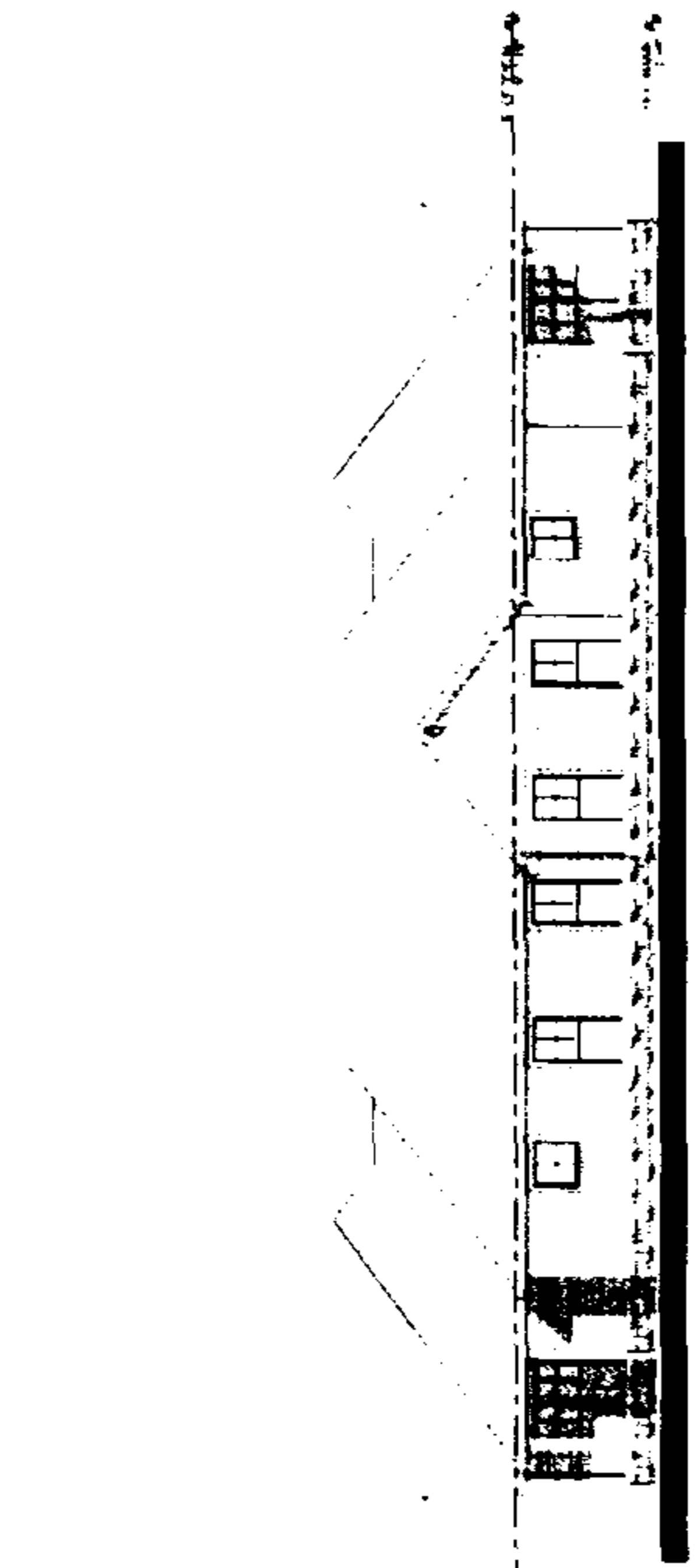
WXZ Development, Inc.
Cottages at Arcadia Views (Phase 1)
Laurel Park, North Carolina

PLUG CONTINUAL
USE - PRELIMINARY
PLAT APPLICATION

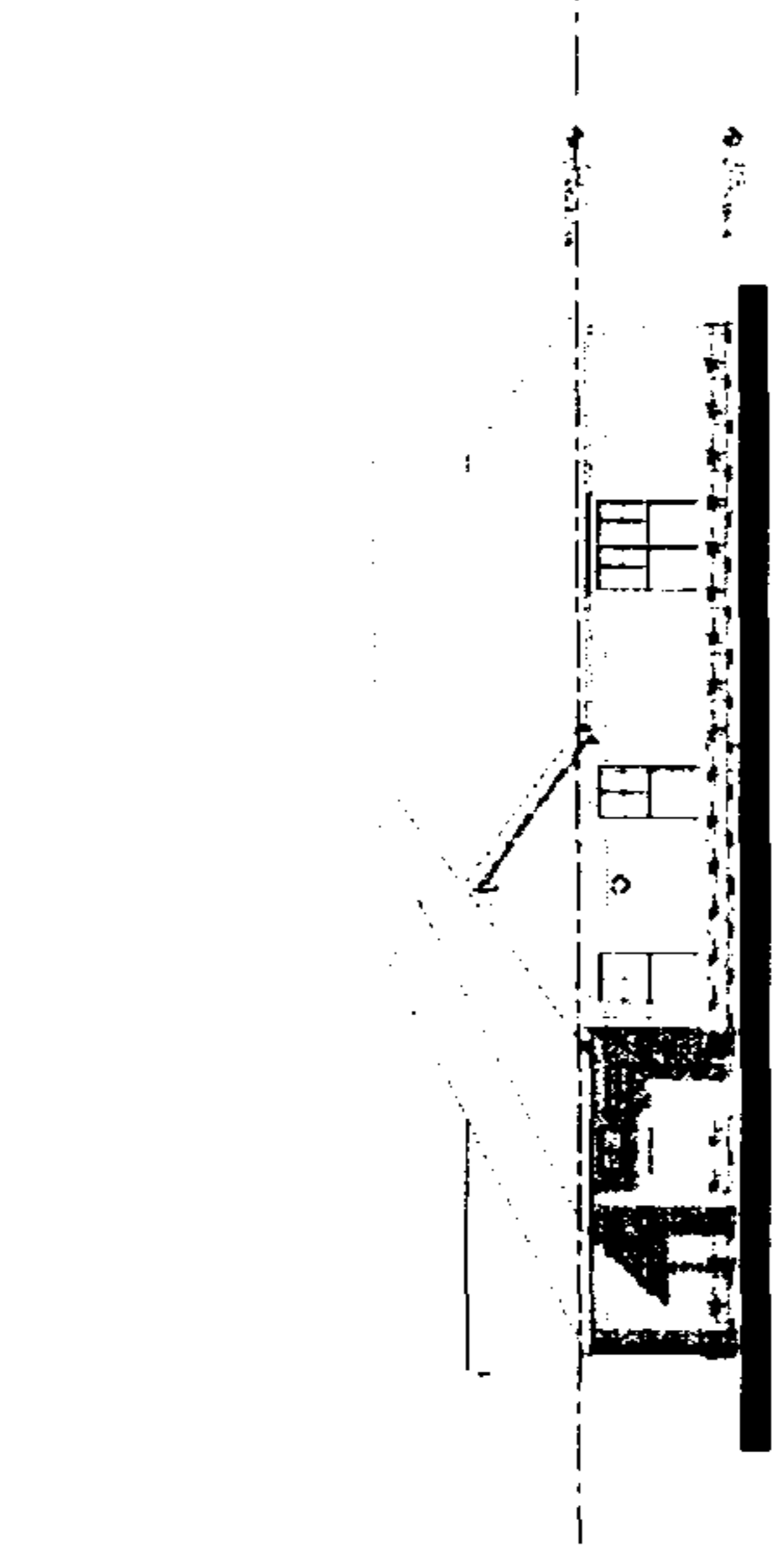


DATE: 04/11/18
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
SCALE: AS SHOWN

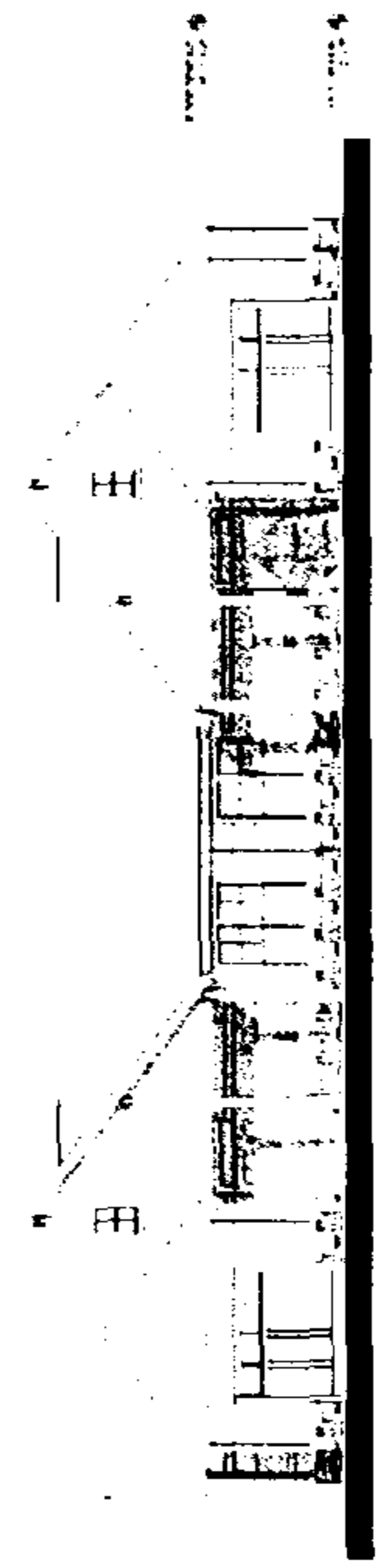
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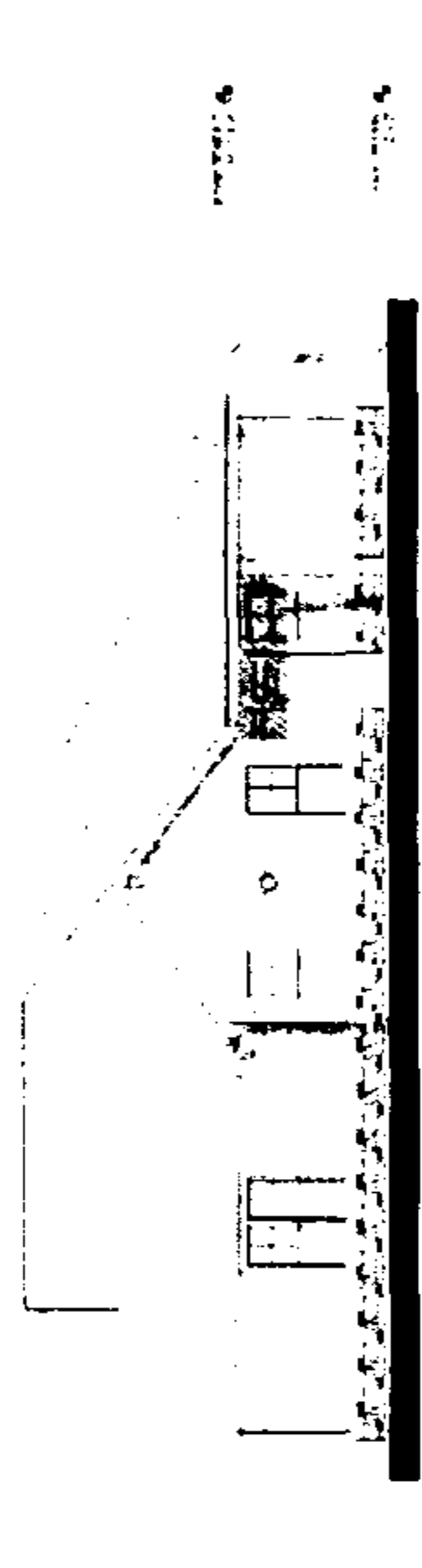
BUILDING 2 - REAR ELEVATION | 2



BUILDING 2 - LEFT ELEVATION | 4



BUILDING 2 - FRONT ELEVATION | 1



BUILDING 2 - RIGHT ELEVATION Copy 1 | 3

CLINE DESIGN
ARCHITECTS
1000 W. 10th St., Suite 100
Durham, NC 27703
919.286.1111
www.clinedesign.com

WXZ

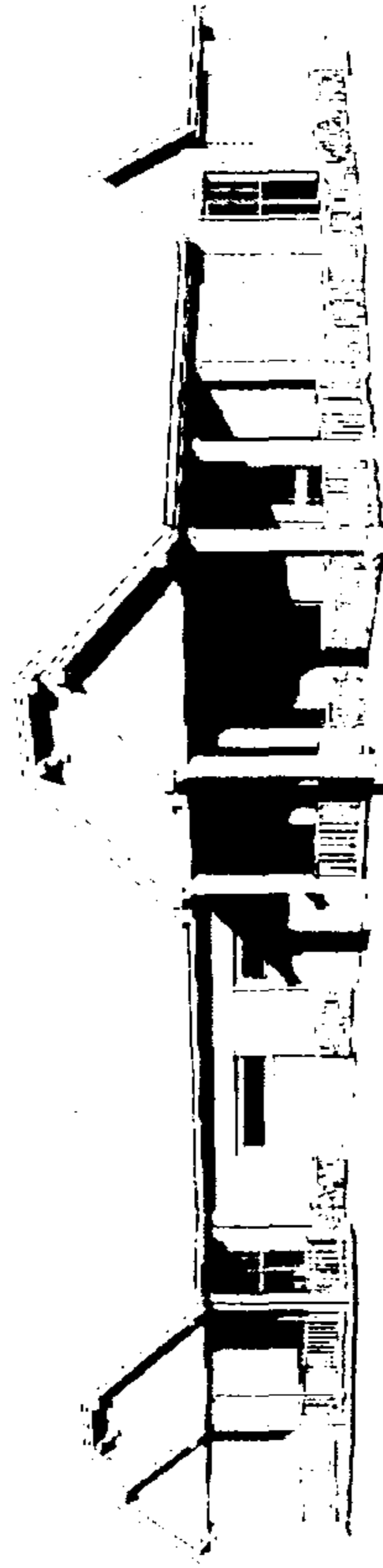
WXZ Development, Inc.
Cottages at Arcadia Views (Phase 1)
Laurel Park, North Carolina

PLAT APPLICATION
PLAT APPLICATION
PLAT APPLICATION

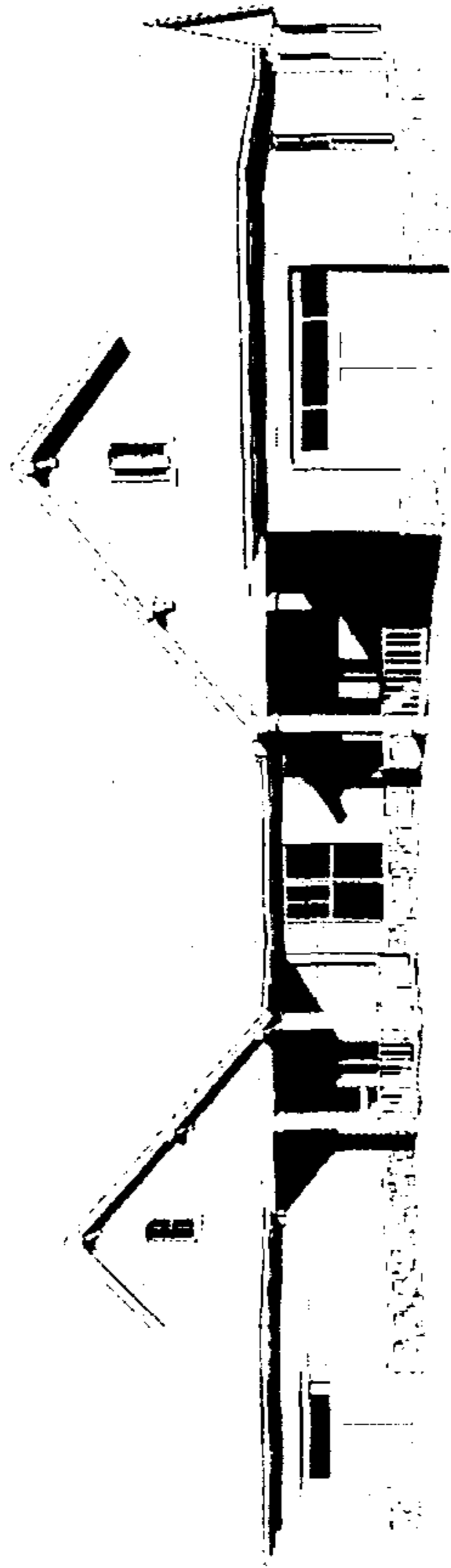
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BY: [Signature]
PROJECT NO: 18-001

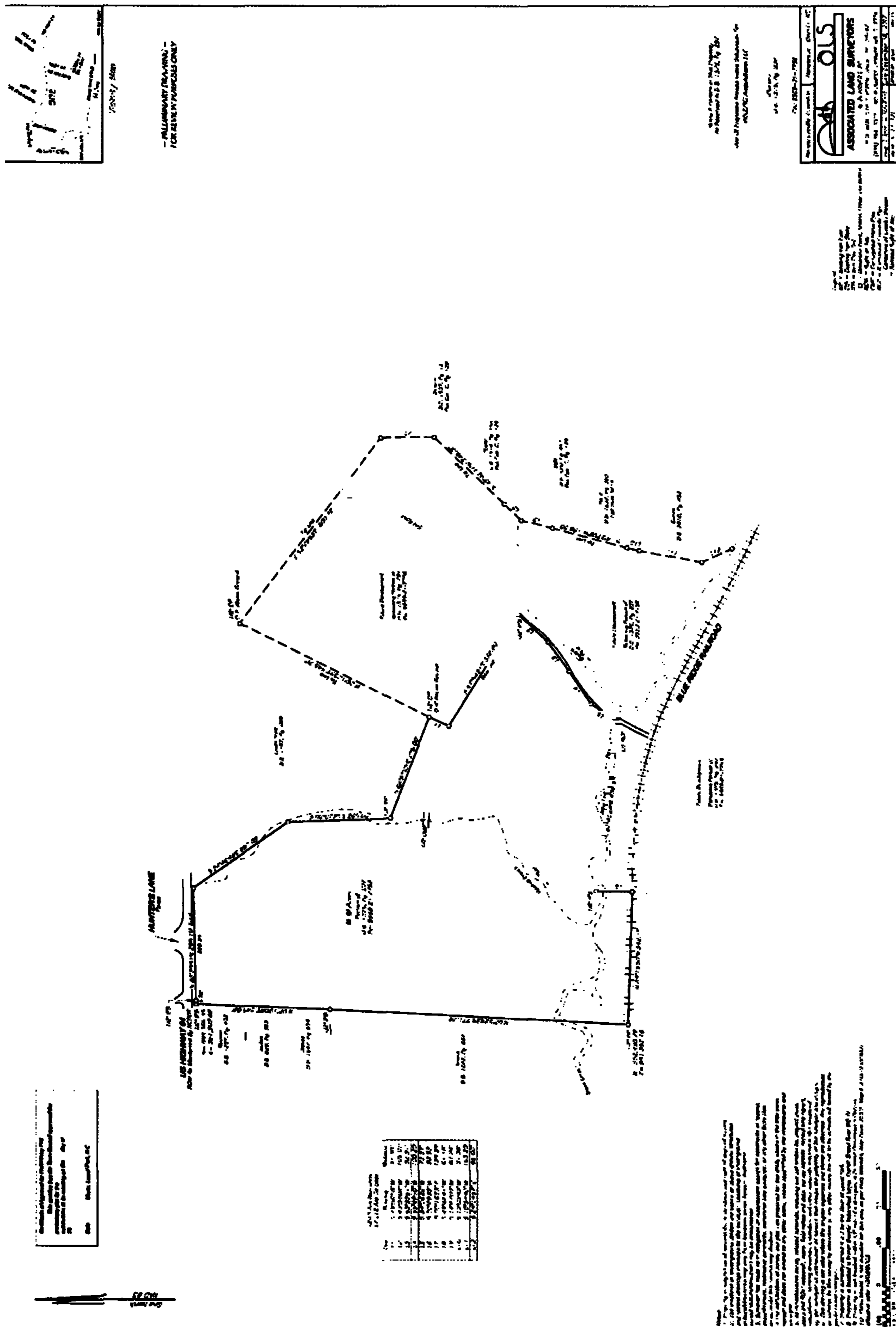
A3.01

3D View - BUILDING 1 | 1



3D View - BUILDING 2 | 2





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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

January 10, 2018

Town of Laurel Park
C/o Alison Alexander, Town Manager
441 White Pine Drive
Laurel Park, NC 28739

RE: Cottages at Arcadia Views driveway permit application – NCDOT review and comment

Dear Mrs. Alexander,

NCDOT received a driveway permit application from WXZ, Development Inc. for a proposed development known as The Cottages at Arcadia Views. This proposed development is situated within the Township of Laurel Park. Therefore, in accordance with the *NCDOT Policy on Street and Driveway Access to North Carolina Highways* coordination with the Town of Laurel Park is required for issuance of the driveway permit.

Although only Phase I of the proposed development is being proposed by the developer NCDOT has required the developer to provide information for all Phases for review purposes. This is to identify any issues that could arise at a later date with additional proposed Phases. The developer was agreeable and has complied with this requirement.

The developer provided NCDOT with a driveway permit application, site plans, and a TIA (Traffic Impact Analysis). NCDOT has reviewed the submitted materials in accordance with the terms of the *NCDOT Policy on Street and Driveway Access to North Carolina Highways*. Items of concern during the review process included, but were not limited to;

- Traffic Safety
- Traffic Impacts
- Driveway sight distance
- Driveway separation

These items of concern have been properly addressed by the revised plans and now meet requirements.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 14, DISTRICT 1
4142 HAYWOOD ROAD
MILLS RIVER, NORTH CAROLINA 28759

Telephone: (828) 891-7911
Fax: (828) 891-5026
Customer Service: 1-877-368-4968

Location:
4142 HAYWOOD ROAD
MILLS RIVER, NORTH CAROLINA 28759

Website: www.ncdot.gov

After careful review of the proposed information NCDOT required modifications to include, but limited to;

- Phase I
 - Construction of a right turn lane taper
 - Increase driveway radii to 35'
- Phase II
 - Construction of left turn lane
 - Increase driveway radii to 35'
 - On site grading, as shown on the revised plans, to ensure adequate sight distance to the west approach

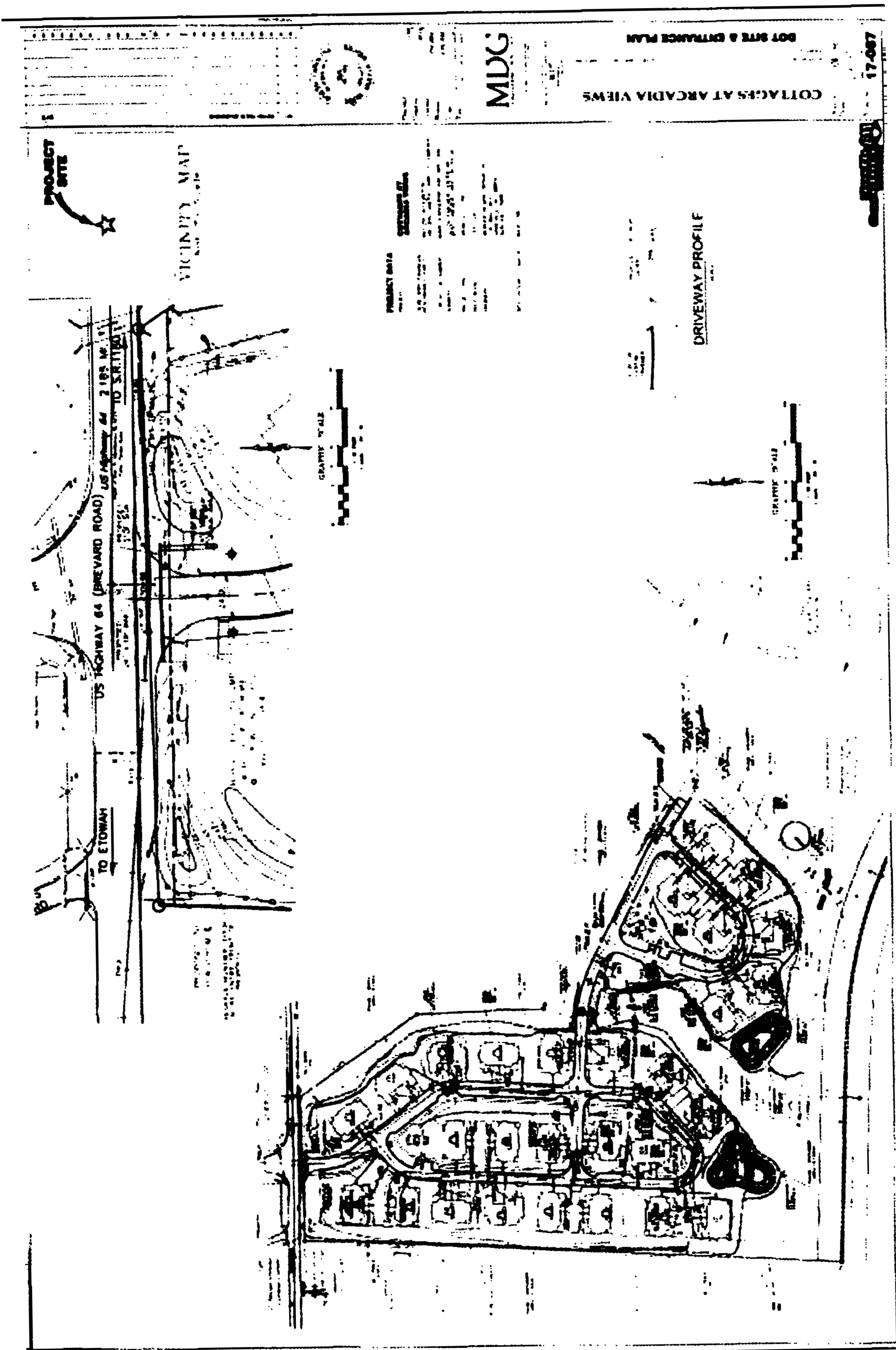
If the Town of Laurel Park approves of the driveway permit then NCDOT is prepared to process the driveway permit application.

Sincerely,

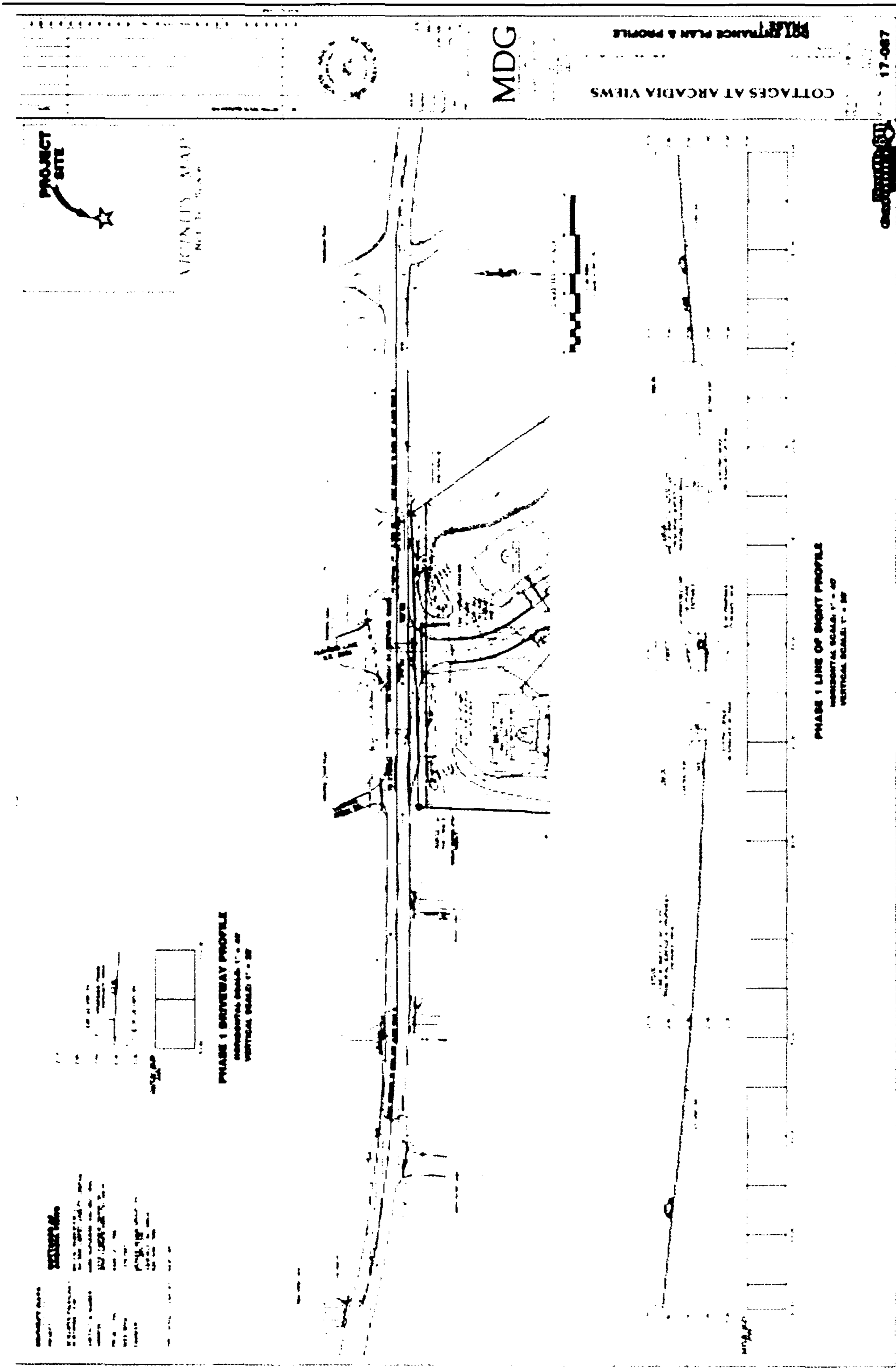


Steve Cannon, PE
Steve Cannon, PE
NCDOT District Engineer

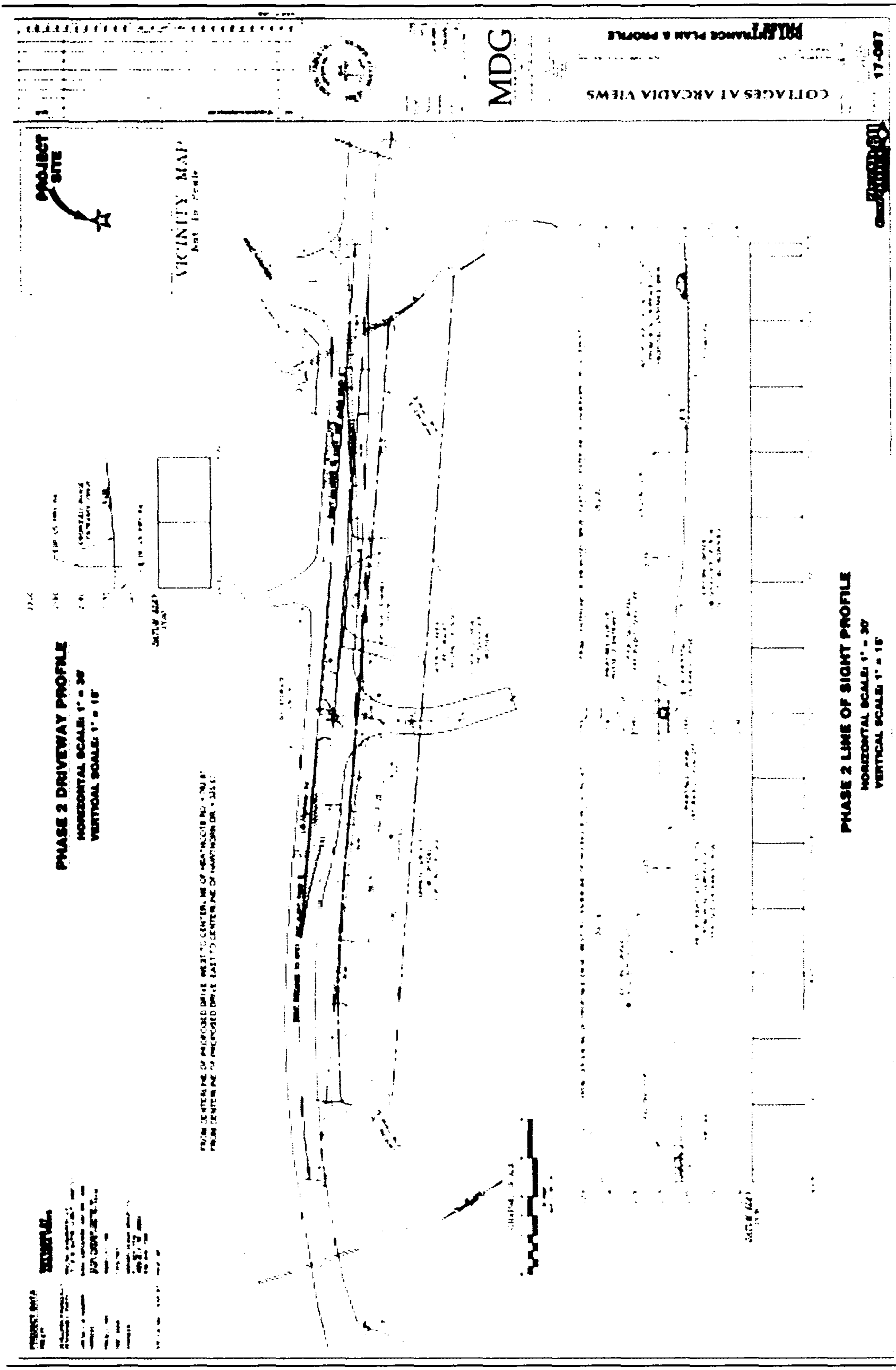
SLC/slc
CC: File



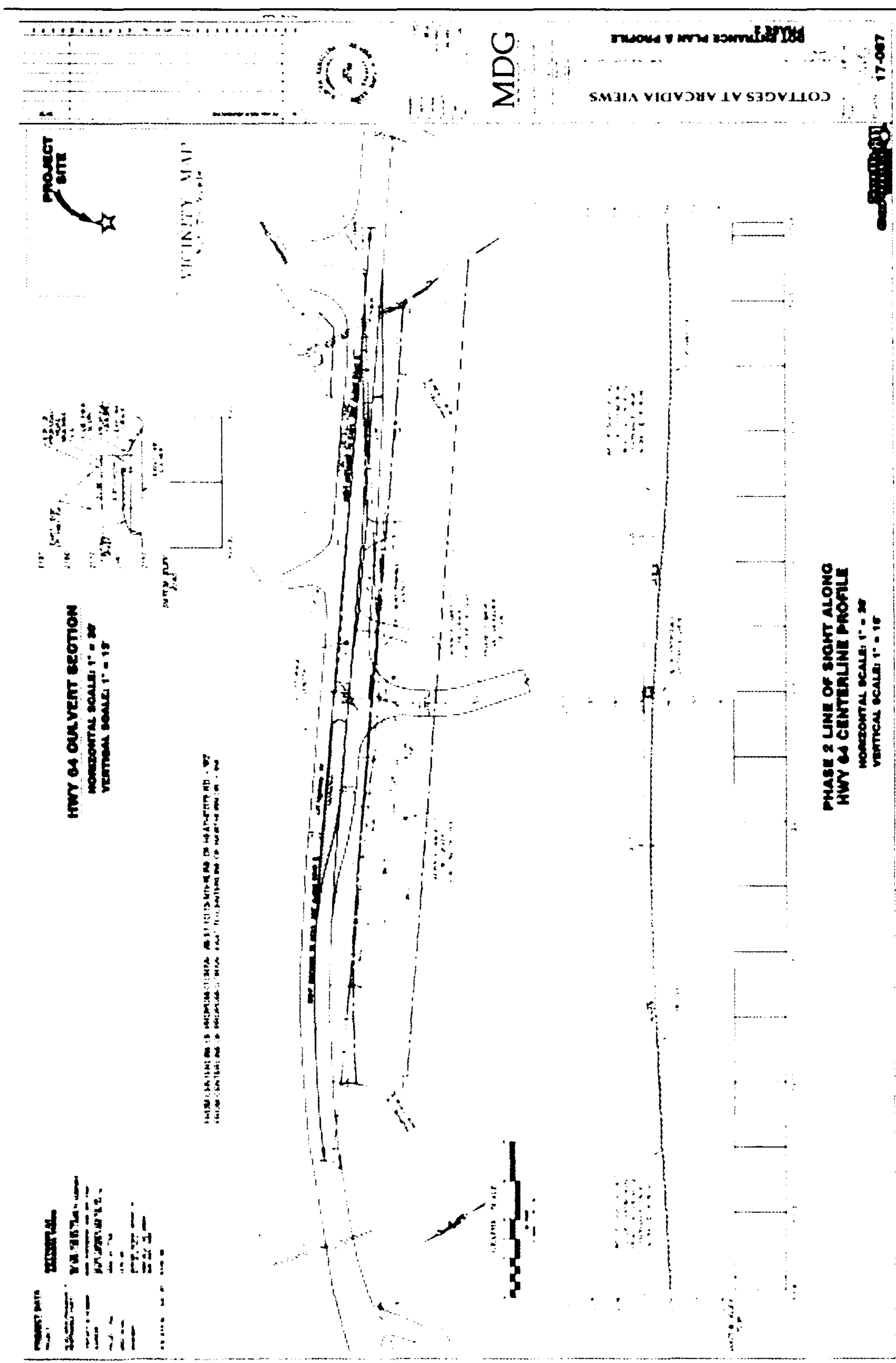
This map may not be a certified survey and has not been reviewed by a Local Government Agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



This map may not be a certified survey and has not been reviewed by a Local Government Agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



This map may not be a certified survey and has not been reviewed by a Local Government Agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



This map may not be a certified survey and has not been reviewed by a Local Government Agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

(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 **30th** day of **June, 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____.



CURB, PAVEMENT AND SIDEWALK COMPLETE IN THE HIGHLIGHTED AREA.

AREA OF LAUREL PARK IMPROVEMENT GUARANTEE AGREEMENT

WINDS CREEK RD.
HUNTERS LN. S.E. 2060

HAWTHORN PROP. PIN# 9559234557 DB 1011 PG 188 SLIDE 2083
HAWTHORN PROP. PIN# 9559234652 DB 1011 PG 188 SLIDE 2083
HAWTHORN PROP. PIN# 9559235579 DB 1011 PG 188 SLIDE 2083

BROOK PIN# 9559231876 DB 1011 PG 284

COSTA PIN# 9559234284 DB 1197 PG 689

HAWTHORN PROP. PG C SL. 162

1 1/2" IPS
0.4' Above Ground
Control Corner
Sherron D.B. 1207, Pg. 453

Justice D.B. 828, Pg. 333

Justice D.B. 1642, Pg. 654

1/2" IPS
0.4' Above Ground

Justice D.B. 1642, Pg. 654

Flow Shaw Creek

1/2" EIP: N 63°15'00" W 342.15'

EXISTING 100' PARKING RAMP

Invert = 2122.9

Future Development
Remaining Portion of
D.B. 1375, Pg. 297
Invert = 2122.9 @ 559-21-7795

Future Development
Remaining Portion of
D.B. 1375, Pg. 297
Pin: 9559-21-7795

Dale D.B. 520, Pg. 457
Plat Cab. C, Pg. 129

Hansel D.B. 1692, Pg. 383
Plat Slide 3614

Hyder D.B. 1514, Pg. 156
Plat Cab. C, Pg. 129

- 14
- 15
- 16
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Ecusta Crossing

Laurel Park, NC

WXZ Construction/SE, LLC

11/13/2023

COST FOR COMPLETION OF ROAD PAVING AND SANITARY LIFT STATION

COST

Concrete 18" curb and gutter (\$151,200 total, 70% complete to date)	\$	45,360
Ashphalt paving (\$367,510 total, 65% complete)	\$	128,628
Sanitary lift station components	\$	93,388
Sanitary lift station installation (WXZ)	\$	<u>40,000</u>
Total	\$	307,376
125% of total	\$	384,220.00



CPW

CAROLINA PUMPWORKS, LLC

638 Spartanburg Hwy, STE 70 #313
Hendersonville, NC 28792
(803) 917-9798 - cell
(828) 692-4511 - ph.
(828) 692-4501 - fax
shale@cpwllc.com

March 10, 2023

To: WXZ Development
Attn: Dave Swindell
Re: Quote Rev2 – Duplex Submersible Sewage Pump Station for
Ecusta Crossing Development – Hendersonville, North Carolina

Page: 1 of 2
From: Scott M. Hale

DUPLEX SUBMERSIBLE SEWAGE PUMP STATION

- 3 ea Hydromatic Pump model **HPGBX1500ED** submersible solids handling sewage grinder pumps of heavy-duty cast iron construction to include the following materials of construction:
- 15-HP, 3450 RPM, 230-volt, 3-phase, Class H, submersible electric motors.
 - FM listed explosion-proof for Class 1, Division 1, Groups C & D hazardous locations.
 - Seal failure sensors and motor winding over-temperature sensors.
 - Lifting bail assembly.
 - Power/control cables – 35-ft. cable lengths.
 - **Note:** One pump provided to owner as spare pump – separately crated and labeled.
- 2 ea Pump lift-out rail systems for installation inside a 20-ft deep concrete wet-well to include:
- 3-inch cast iron base elbows, ANSI Class 125 flanged.
 - Pump slide plate sealing flange assembly.
 - SS upper guide rail brackets.
 - Pump sealing flange hardware includes: SS bolts, nuts, washers, and rubber flange gaskets.
- 4 ea 2-inch schedule 40, Type 304 stainless steel pipe for guide rails – 20-foot pipe lengths.
- 2 ea 316 stainless steel lifting chain packages – 20-foot sections.
- 1 ea Duplex pump control panel, UL 508A listed to include the following items of construction:
- Rated: 15-HP, 230-volt, 3-phase, 52.5 FLA.
 - NEMA 4X stainless steel enclosure w/ 3-point lockable latch.
 - Aluminum dead front inner door.
 - Distribution, neutral and grounding blocks
 - Lightning surge arrestor
 - 2kVA transformer with fusing
 - Main circuit breaker w/ through door operator disconnect
 - Individual pump circuit breakers
 - Control power circuit breaker
 - Square D motor starters with overload relays
 - Duplex float switch pump controller – PC-2000
 - Intrinsically safe float switch relays
 - Seal failure and motor over-temperature alarms with indicator lights
 - 22mm HOA switches, pilot lights and push buttons
 - Elapsed time meters
 - LED alarm light and audible alarm horn – remotely mounted by others
 - Alarm silence pushbutton
 - Control relays as required
 - Auxiliary contacts for telemetry system interface.
- 5 ea Liquid level float switches, internally weighted with 50-foot cables.
- 2 ea Float switch brackets, 316 stainless steel, U-hook mounting connections.

CONTINUED NEXT PAGE

Engineered Pumping & Process Equipment

Main Office: Port Royal, SC (843) 522-9600 • Branch Office: Greensboro, NC (336) 455-2871



CPW

CAROLINA PUMPWORKS, LLC

638 Spartanburg Hwy, STE 70 #313
Hendersonville, NC 28792
(803) 917-9798 - cell
(828) 692-4511 - ph.
(828) 692-4501 - fax
shale@cpwllc.com

- 2 ea Days start-up supervision, equipment calibration and operator training – 2-days, 2-trips inclusive.
- 1 ea Prepaid freight to jobsite – equipment off-loading by others.

Your Net Cost, Full Freight Allowed...\$ 53,643.00

NOTES & EXCEPTIONS:

1. Our proposal only includes the components quoted herein.
2. Pricing includes prepaid freight to job site via commercial carrier of our choice.
3. Taxes are not included in this proposal. Any applicable taxes will be added to the final invoice.
4. Excludes equipment off-loading and/or installation services.
5. Excludes site mounting and wiring of pump control panel.
6. Excludes site installation and wiring of submersible pumps.
7. Excludes site installation and wiring of level control/alarm devices.
8. Excludes concrete structures, discharge piping, valves, pressure gauges and/or aluminum access hatches.
9. Excludes generator, transfer switch, seal-offs and/or conduit.
10. Excludes jib crane and/or any hoisting equipment.
11. Excludes anchor bolts or any mounting hardware.
12. Excludes SCADA, telemetry RTU or any remote monitoring equipment.
13. Excludes main service disconnect, meter base and/or field wiring connections.
14. Excludes 12' x 12' building enclosure for electrical equipment as shown on Sheet D-10 dated 11-30-2020.
15. Equipment start-up inspection and operator training provided. While our offering includes start-up service, we are not a subcontractor.
16. Pricing valid for 60 days from date of quotation.

SERVICES AND OTHER ITEMS TO INCLUDE:

- Complete submittal package provided in electronic format.
- O&M manuals provided in electronic format.
- Equipment guarantees and warranties.
- Lead time is **10-12 weeks** after receiving approved shop drawing submittals and release to production.

All prices are F.O.B. factory, full freight allowed to jobsite where accessible by commercial carrier. Prices do not include any applicable taxes. Warranty and sales conditions are per manufacturers and Carolina Pumpworks standard terms and conditions. Payment terms are Net 30 days. A 1.5% per month finance charge will be applied to any past due invoices. Partial billing will be made on partial shipments. Payment terms are independent of and not contingent upon third party contracts or commitments unless Carolina Pumpworks specifically agrees to terms in writing.

We thank you for your interest in our equipment and look forward to being of service to you in the future.

Respectfully submitted,

Scott M. Hale

Scott M. Hale
CPW, LLC

Engineered Pumping & Process Equipment

Main Office: Port Royal, SC (843) 522-9600 • Branch Office: Greensboro, NC (336) 455-2871

CAROLINA PUMPWORKS, LLC STANDARD TERMS & CONDITIONS

Your assent to these terms and conditions of sale shall be presumed from your acceptance of any part of the goods to which this contract relates. Any proposals, negotiations and representations regarding this transaction made prior to the date hereof are merged herein. Carolina Pumpworks, LLC is not bound by any terms on Buyer's order blanks which attempt to impose any conditions of sale which are not included herein or stated on Carolina Pumpworks, LLC packages, invoices, or technical data sheets. Carolina Pumpworks, LLC failure to object to provisions contained in Buyer's order blanks shall not be deemed a waiver of the provisions of Carolina Pumpworks, LLC terms and conditions which shall constitute the entire contract between the parties. No terms proposed by the Buyer in conflict with or in addition to these terms and conditions shall become a part of the contract of sale unless accepted in writing by Carolina Pumpworks, LLC.

1. **TRANSPORTATION.** If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named of heretofore quoted, any change in such transportation charges shall be for the account of the Buyer. Except as otherwise stated in Carolina Pumpworks, LLC quotation, Carolina Pumpworks, LLC shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any changes included in the applicable tariff freight rate from shipping point to the designated point. Delivery will be made to nearest points reasonably accessible by the carrier as determined by the carrier.
2. **TAXES.** The price quoted herein shall be increased without notice of by the amount of any tax or duty of any kind levied or proposed under present or future laws either by any federal, state, municipal or other government authority upon goods or upon Carolina Pumpworks, LLC by reason of the performance of this order. If Buyer has tax exempt status then the Buyer must provide Carolina Pumpworks, LLC, prior to shipment, with a signed certificate of exemption from the state to which the equipment is to be shipped.
3. **LIABILITY AND DELAY.** Carolina Pumpworks, LLC shall be excused for any delay in performance due to acts of God, war, riot, civil disorder, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cares, fuel, labor or material, or any circumstances or cause beyond the control of Carolina Pumpworks, LLC in the reasonable conduct of its business. Carolina Pumpworks, LLC shall not be liable for any damages, losses or expenses because of improper installation, Carolina Pumpworks, LLC shall not be liable for any liquidated, special or consequential damages whether direct or indirect.
4. **RISK OF LOSS.** Risk of loss shall pass to the Buyer upon shipment by the manufacturer.
5. **INSPECTION.** If, upon receipt by the Buyer of the materials ordered, the same shall appear not to conform to the contract, Buyer shall immediately notify Carolina Pumpworks, LLC of such condition and alleged nonconformity and afford Carolina Pumpworks, LLC a reasonable opportunity to inspect the material. No material shall be returned to the manufacturer(s) without Carolina Pumpworks, LLC express written consent.
6. **PERMISSABLE VARIATION.** Except in the particulars specified by the Buyer and expressly agreed to in writing by Carolina Pumpworks, LLC and the manufacturer(s), all material shall be produced in accordance with the manufacturer's standard practices. All tolerances and variations consistent with usage of the trade and regular mill practices concerning dimension, weight, straightness, section, composition, and mechanical properties, and variations consistent with practical testing and inspection methods, and regular trade practices concerning over and under shipments.
7. **WARRANTY.** Carolina Pumpworks, LLC warrants the original purchaser of products sold through Carolina Pumpworks, LLC per the manufacturer's warranties and conditions.
8. **CREDIT TERMS.** Any order awarded to Carolina Pumpworks, LLC is subject to credit approval by Carolina Pumpworks, LLC. If Carolina Pumpworks, LLC so requests, Buyer agrees to execute and deliver to Carolina Pumpworks, LLC a Security Agreement and Financing Statement conforming to applicable commercial laws covering the items sold herein. Carolina Pumpworks, LLC reserves the right to require payment in advance. A 1-1/2% per month service charge shall be assessed upon the Buyer on any amount due not paid within thirty days of due date, and the Buyer assumes and agrees to pay same if assessed. All collection or remedy costs or attorney's and/or court costs incurred by Carolina Pumpworks, LLC in collecting the account or perfecting a security interest which are not paid in accordance with the agreed payment terms and conditions shall be borne by the Buyer.
9. **SECURITY INTEREST.** Carolina Pumpworks, LLC reserves a security interest in the goods as security for the performance of this Agreement. Notwithstanding any other terms of this Agreement, should Buyer default in the payment of the purchase price hereunder or fail to comply with this Agreement, Carolina Pumpworks, LLC shall have the right upon (10) days written notice to remove and/or repossess the goods and to take such action as permitted by law; it being understood that the remedies contained in this section are cumulative and in addition to all other rights and remedies of Carolina Pumpworks, LLC under this Agreement, by operation of law or otherwise. Carolina Pumpworks, LLC, will be filing a Financial Statement in the Office of the Register of Deeds or other appropriate otherwise authority in the county where the goods in which it retains a security interest are delivered and/or installed in order to perfect and preserve its security interest and protect itself in terms of priority and otherwise.
10. **Cancellation Fees:** Orders that are cancelled are subject to the following minimum cancellation fees:
 - a. 25% if cancelled during submittal preparation stage
 - b. 45% or more if cancelled after receipt of approved submittals.
 - c. 100% if the equipment is complete and ready for delivery. Products manufactured to a customer's specifications are not returnable and orders for such products cannot be cancelled after release to manufacturer. Order cancellations received after special products have been placed in engineering design are subject to a 45% cancellation charge for these services



Bid Proposal for COTTAGES AT ARCADIA PUMP STATION PIPING

CUSTOMER

WXZ CONSTRUCTION
6405 WEST SUGAR CREEK
CHARLOTTE, NC 28269

Job
COTTAGES AT ARCADIA PUMP STATION PIPING
LAUREL PARK, NC
Henderson County
Bid Date: 03/25/2022 05:00 pm
Bid #: 2264749

CONTACT

Sales Representative
Richard Moore
(M) 828-674-3260
(T) 828-274-8282
(F) 828-274-8296
Rick.Moore@coreandmain.com

Core & Main
1129 Sweeten Creek Rd
Asheville, NC 28803
(T) 828-274-8282

NOTES



Bid Proposal for COTTAGES AT ARCADIA PUMP STATION PIPING

WXZ CONSTRUCTION
Job Location: LAUREL PARK, NC
Bid Date: 03/25/2022 05:00 pm
Core & Main 2264749

Core & Main
 1129 Sweeten Creek Rd
 Asheville, NC 28803
Phone: 828-274-8282
Fax: 828-274-8296

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
DUE TO ESCALATED PRICES ON SCRAP METAL, RESULTING FROM THE RUSSIA-UKRAINE WAR, A MANUFACTURER IMPOSED SURCHARGE WILL BE ADDED TO ALL SHIPMENTS OF DUCTILE IRON PIPE. AN ESTIMATE OF THE SURCHARGE IS INCLUDED IN THIS BID FOR YOUR REFERENCE. THE MANUFACTURER SURCHARGE IS SUBJECT TO CHANGE AND WILL BE CALCULATED AT THE TIME OF SHIPMENT.					
FLANGE PIPING & FITTINGS					
20					
30	6	4 FLGXPE DI PIPE 6' IMP	EA	508.65	3,051.90
40	2	4 FLGXPE DI PIPE 20' IMP	EA	1,429.43	2,858.86
50	2	4 FLG 90 C110 IMP	EA	142.56	285.12
60	2	860-54-0108-16 4 HYMAX 2 FLIP CPLG 4.25-5.00 LR 4.92-5.63 HR OD	EA	262.53	525.06
70	2	4 MJXFLG ADPT C153 IMP STAR RAC04G	EA	105.10	210.20
80	2	4 1106LW KEN/CLOW CHECK VLV W/LEVER & WEIGHT	EA	1,749.10	3,498.20
90	2	4 F6102 FLG RW GV OL HW CLOW CLOW GATE VALVE EPOXY COATED	EA	689.18	1,378.36
100	10	4X1/8 FLG ACC RR FF 304SS B&N	EA	40.00	400.00
110	1	4 MJ REG ACC SET L/GLAND (I)	EA	23.70	23.70
4" PIPE, VALVES AND FITTINGS					
130					
140	20	4 TJ PR350 DI PIPE	FT	32.42	648.40
150	1	DUCTILE IRON SCRAP SURCHARGE MANUFACTURER IMPOSED	EA	17.00	17.00
160	2	4 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	695.12	1,390.24
170	2	562-S VLV BOX W/LID M/WATER	EA	69.80	139.60
180	2	4 MJ TEE C153 IMP	EA	113.69	227.38
190	2	4 MJ 45 C153 IMP	EA	72.29	144.58
200	14	UFR1400-D-4-I 4 RET GLAND DIP FORD WEDGE ACTION	EA	32.22	451.08
210	14	4 MEGALUG ACC KIT L/GLAND	EA	21.85	305.90
4" RISER INTO BLDG.					
230					
240	1	BOSHART 0820-20NL 2 BR FP BALL VALVE NO LEAD	EA	58.59	58.59
250	1	4X2 TAPT BLIND FLG DI IMP	EA	99.67	99.67
260	1	4X1/8 FLG ACC RR FF	EA	16.86	16.86
270	1	4 FLGXPE DI PIPE 6' IMP	EA	508.65	508.65
280	1	4 MJ 90 C153 IMP	EA	81.36	81.36
290	3	UFR1400-D-4-I 4 RET GLAND DIP FORD WEDGE ACTION	EA	32.22	96.66



Bid Proposal for COTTAGES AT ARCADIA PUMP STATION PIPING

Bid #: 2264749

Seq#	Qty	Description	Units	Price	Ext Price
300	3	4 MEGALUG ACC KIT L/GLAND	EA	21.85	65.55
310	40	5/8X10' ALL THRD ROD ZINC PV35601	FT	1.45	58.00
320	6	5/8X4 90 DEG EYEBOLT	EA	2.67	16.02
330	12	5/8 PLAIN CUT FLAT WASHER	EA	0.23	2.76
340	12	5/8 HEAVY HEX BLACK NUT	EA	0.41	4.92
				Sub Total	16,564.62
				Tax	1,118.11
				Total	17,682.73

Branch Terms:

Due to current supply chain disruptions, materials are subject to pricing at time of shipment. Material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions. This quotation is offered as an aid to bidding only and customer should confirm the validity of all materials and quantities prior to ordering. Pricing is based on receipt of the entire list of materials and any deviations may result in price changes. Special order materials must be shipped to customer within 30 days of receipt by Core and Main and may be non-returnable or subject to a restock charge. We reserve the right to increase prices to address factors including but not limited to government regulations, tariffs, transportation, fuel and raw material costs. Delivery will commence based on manufacturer lead times. Any material deliveries delayed beyond manufacture lead times may be subject to price increases and/or applicable storage fees.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



AN evercast COMPANY

1201 Biscayne Drive, Concord, NC 28027
Phone: 704-784-2000
www.precastsupply.net



4531 NC Hwy 16, Denver, NC 28037
Phone (704) 483-2363
www.dellingerprecast.com

PROPOSAL

version 5.8

Quote Valid	30 Days	Customer Attn.	Earth Link
Delivery	FOB Site	Quote Date	March 15, 2022
Payment	NET 30	Project	Arcadia Cottages
Plan Date/REV	December 1, 2020	Location	Laurel Park, NC
Estimator	Sarah Gardner		

*****This proposal is good for the next 30-days from above noted quote date. Given the current raw material pricing, freight issues and supply chain challenges, all pricing beyond quote validity date must be repriced. Proposals dated from 10/1/21 to 12/31/21 will only be honored till 2/28/2022.*****

SANITARY SEWER (UTILITIES)

STRUCTURE	STR #	Precast Height	Boots #	Boot Size	CUT	UNIT PRICE	DESCRIPTION
Valve Vault						\$ 3,159.00	4' x 6' x 4' Vault
Wet Well		19.20			19.50	\$ 18,783.00	8' Dia w/Std Ext Base, 3 Boots, Flat Top
						\$ 120.00	Outside wrap for all SSMH's (Qty = 3)
SUB-TOTAL						\$ 22,062.00	

Submittals will not be processed until after PO received and verified to quote. Proposals dated before 10/1/21 will not be honored. Dwgs backlog varies based on size.

A. INCLUSIONS

1. Delivery to the project site on flatbed trailers. Actual Address to be provided.
2. Joint wrap (JW) included only with SS Manholes, as delineated by unit quantity and price. Additional joint wrap shall be charged at the yard price rate minus any potential discounts.
3. Sanitary Sewer MH pricing include appropriate boots, precast and joint sealant as delineated.
4. Proposal is based on full truck load deliveries. Partial loads are subject to additional freight and/or fuel surcharge fees.
5. Standard submittal drawings are assumed acceptable for submittals. Special drawings may incur additional charges.
6. Proposal pricing is based on full quoted quantities as noted above. If customer chooses to award portions of this proposal, they are subject to be repriced at a higher rate, due to the size of the award.

B. EXCLUSIONS

1. State or local sales or use taxes is not included in the structure or total pricing.
2. Unloading, setting, or installing any components quoted herein.
3. Any items not specifically call out in the proposal, including castings, trash racks, ballast/sump concrete and/or baffle walls.
4. Proposal values do not include structural design services, drawings and/or calculations unless specifically noted in proposal.
5. Exterior or interior concrete coating, or mix additives not specifically identified in piece description are not included.
6. Expanded bases are not included on any structure, unless specifically called out. Contractor to CIP in the field.
7. Outside Joint wrap and sealant are not included with storm structures.
8. Offset Catch Basin quoting based on weir opening at centerline of pipe. Contractor to CIP flume extending structure to curb line.
9. All cuts that are in RED need to be verified due to inaccuracy or no information. Budget numbers were added
10. Trash racks are priced per verbiage and standard designs available from mfg. only. Spec drawings will be provided for approval.
11. No concessions have been made to seal pipe penetrations on the storm structures. Sealing methods are responsibility of contractors.
12. Any structure not marked as DOT is subject to 5% cost adder, if required to be NCDOT stamped. Per NCDOT guidelines, we cannot add tags to cover contingencies of possible use. **IT MUST BE STAMPED.**
13. Any SSMH in wet conditions should use CS231 sealant material in lieu of standard Butyl joint sealnt. This is a hydrophobic water seal material which Customer must request . Its an adder per roll/box.
14. OTCB posts to be field built, and not precast.

C. PROJECT NOTES

1. TBD
2. TBD

D. CONDITIONS

1. Any Revisions to plans voids quote in entirety and is subject to re quoting.
2. Pricing is valid for 30 days from quote per proposal. However any project that extends beyond the end of the calendar year is subject to an escalation percentage.
3. Freight includes one (1) hour per truck for unloading of product. Additional on site time in excess of first hour charged at \$100/hr.
4. The Purchaser is responsible to provide safe and sufficient access for tractor trailer delivery.
5. Product not accepted for delivery within 60 days of Production release shall be billed in full.
6. Unless otherwise specified and subject to Purchaser's credit approval, payment for materials under this contract are Net30 and not subject to any Retainage fees.
- 7.
8. Prepaid orders can be paid by credit card with a 3.5% processing fee or can be paid in advance by check.

Please indicate your acceptance of this proposal by signing below and returning.
Accepted by:

(Customer Signature)

Date

December 1, 2023

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

Re: Ecusta Crossings (Formerly Cottages at Arcadia Views)
Laurel Park Zoning Permit #
CED Project #2319
Engineer's Certification

Dear Mr. Carmichael,

On behalf of WXZ Development, Inc., the developer of Ecusta Crossings I, **Mike Anderson, P.E.**, a duly registered Professional Engineer in the State of North Carolina, have performed periodic observations during the construction of the above-listed project. I do hereby state that, to the best of my abilities, knowledge, and geotechnical testing results provided by Bunnell Lammons Engineering that the construction of "Road 1" as shown on the plans prepared by MDG Engineering Excellence sealed Dec. 9, 2021 has been installed in compliance with the approved permit, plans, and standards and specifications.

If you have any questions, comments, or desire additional information, please do not hesitate to contact our office at (828) 582-8970.

Sincerely,



Sincerely,
Mike Anderson, PE



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Community Foundation of Western Carolina and Dogwood Trust Grant Discussion

Presenter: Town Manager Alex Carmichael

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

Summary of Item:

Staff reached out to the Community Foundation of Western North Carolina and the Dogwood Health Trust to discuss grant funding for the renovation of Little Laurel Green into an inclusive, accessible playground.

The Community Foundation responded by saying, “at this time we are not accepting grant applications for playgrounds. This program is really set up to fund projects that fall under one of the following broad categories: pedestrian/multi-modal improvements; beautification; infrastructure; or economic activities.”

Though the playground may not be an eligible project, we may want to revisit the Community Foundation for partnerships with our Highway 64 plans.

Dogwood Trust referred me to their website, where there is an online application for grants. Although Playgrounds are not specifically listed, they may fit into their strategic priority of Health and Wellness.

Council Action Requested:

Discussion only.

Suggested Motion:

N/A



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Update on car leasing agreement

Presenter: Town Manager Alex Carmichael and Chief of Police Bobbie Trotter

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

Summary of Item:

Town staff have been dissatisfied with the fleet management of Enterprise and Council requested an update. Below are summary points detailing issues that we have faced:

- **Turnover:** Turnover has been considerable, and communication has been difficult as a result. Our current manager is helpful, but as of this month we are getting a new fleet manager.
- **Communication:** We were under the impression Enterprise would handle the fleet account; however Public Works and the Police Department have had to put a good bit of time into managing Enterprise. Staff has had to contact multiple departments within Enterprise to accomplish tasks.
- **Upfitting:** We received vehicles before any upfitting. The vehicles should have been sent to upfitters first.
- **Extended timeframes for delivery of the vehicles:** Locating vehicles as well as the delivering of vehicles has been untimely, crossing fiscal years. In one case, Laurel Park staff were able to find vehicles for sale and refer them to Enterprise.
- **Delivery of the Wrong PW Truck:** A lease agreement was signed for more equipped model than what was received.
- **Disposal orders forms:** Public Works and the Police Department turned in disposal forms many months ago and we had to resubmit all requests again.
- **Multiple attempts to pick up the same vehicle:** Once finally picked up we received three additional calls from transport companies to pick up the 2013 Ford Escape.
- **Public Works and the Police Department** received many temporary tags before receiving permanent plates.
- **Registration:** We were sent an incorrect registration for one vehicle.



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Council Action Requested:

Discussion only.

Suggested Motion:

N/A



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Renaming of Laurel Park Highway – Discussion only

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Email Response from Henderson County

Summary of Item:

The Council has received a request to consider renaming Laurel Park Highway from David Hartig. Mr. Hartig proposes “Laurel Park Parkway” as an alternative. He feels this will changing the name would help slowdown traffic and provide a residential and sophisticated connotation.

Road renaming roads would have to be approved by the County Planning Department. Staff reached out to the County and learned that 101 addresses would have to be changed. A Public Hearing before the County Commissioners would have to be conducted before the County could act on it.

Council Action Requested:

Review and discuss proposal to rename Laurel Park Highway.

Suggested Motion:

N/A

From: [Austin Parks](#)
To: [Town Manager](#)
Cc: [Tamara Amin](#); [Russ Burrell](#); [Autumn Radcliff](#); [Chris Todd](#)
Subject: RE: Renaming of Road in Laurel Park
Date: Tuesday, November 28, 2023 2:53:51 PM
Attachments: [image002.png](#)

Be Advised: This email originated from outside of the Laurel Park network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Alex,

Thank you for reaching out. This would trigger a readdressing assignment for 101 addresses. Readdressing goes before the Board of Commissioners through a Public Hearing Process. I would assume there would be a great deal of public outcry for readdressing Laurel Park Highway. I am not sure readdressing would be favorable for the Board of Commissioners to approve a new name.

I have copied Russ Burrell, Chris Todd, and Autumn Radcliff to see if there is anything that I am missing.

Hope you had a wonderful Thanksgiving!

Austin L. Parks, M.URP

Planner II
Henderson County
Planning Department
100 N. King St.
Hendersonville, NC 28792
828.694.6522
aparks@hendersoncountync.gov



All e-mail correspondence to and from this address is www.hendersoncounty2045.com/transit-study subject to North Carolina Public Records Law, which may result in monitoring and disclosure to third parties.

From: Town Manager <TownManager@laurelpark.org>
Sent: Tuesday, November 28, 2023 2:14 PM
To: Austin Parks <aparks@hendersoncountync.gov>
Cc: Tamara Amin <tamin@laurelpark.org>
Subject: Renaming of Road in Laurel Park

Good afternoon Austin,

I hope this email finds you well. Can you help me identify the process for renaming a road in Laurel Park? We have a citizen who would like us to consider renaming Laurel Park Highway and it is rising to the council level. What would we have to do?

Many thanks!

Cordially,

Alex Carmichael
Town Manager

Town of Laurel Park

441 White Pine Drive, Laurel Park NC 28739

828.693.4840 **(p)** 828.696.4948 **(f)**

townmanager@laurelpark.org | www.laurelpark.org



Pursuant to North Carolina General Statutes Chapter 132 Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it, may be considered public record and as such, are subject to request and review by third parties.



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Land of Sky Contract and Budget Amendment #2

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Land of Sky Contract
- Ordinance 2024-3, Budget Amendment #2

Summary of Item:

After the departure of the Assistant to the Town Manager/Zoning Administrator was announced, staff was contacted by the Land of Sky Council of Governments. The Land of Sky has planners of staff that they contract out to small towns for planning and zoning. They offered to do a contract for interim Zoning Administration/Code Enforcement with the town of Laurel Park while we seek a permanent hire.

The proposed contract is for two days a week, at \$4,437 per month. If we move budget from the personnel line items to contracted services, no new funds would be required.

Council Action Requested:

Review and discuss the contract for the provision of Technical Service Assistance from the Land of Sky and Budget Amendment #2 in the amount of \$8,192.

Suggested Motion:

Move to approve/deny Land of Sky contract for the provision of Technical Service Assistance in the amount of \$4,437 and Budget Amendment #2 in the amount of \$8,192.



Contract No. _____

AGREEMENT BETWEEN
LAND OF SKY REGIONAL COUNCIL
and
TOWN OF LAUREL PARK
for the provision of
Technical Service Assistance

December 4, 2023 through June 30, 2024

This **AGREEMENT**, entered into on the _____ 2023, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the Town of Laurel Park, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government for 16 hours per week.

2. **Compensation**

That for the purpose of providing funds for carrying out this Contract, the Local Government will pay the Council a monthly fee of \$4,437 (four thousand four hundred thirty-seven dollars) during the period noted in Section 5.

3. **Travel/Printing**

The Local Government will pay for additional expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal staffing costs associated with personnel furnished by the Council. The contract budget does not include travel for conferences or other purposes that may arise.

Land of Sky Regional Council will pay for expenses related to training, certifications, and educational opportunities as approved and of benefit to the region, council and staff.

4. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a fifteen-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

5. **Time of Performance**

The Council shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning December 4, 2023 and ending June 30, 2024, or until such time the town desires.

6. **Changes**

The Local Government may request changes in the scope of work or services to be performed by the Council hereunder. Such changes which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

7. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

8. **Nondiscrimination Clause**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

9. **Age Discrimination Act of 1975, as amended**

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

10. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

11. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

Town of Laurel Park

Land of Sky Regional Council

By: _____

By: _____

Title: Town Manager

Title: Executive Director

Date: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____, Finance Officer Date _____

ATTACHMENT A

TOWN OF LAUREL PARK
TECHNICAL PLANNING ASSISTANCE

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council of Governments for the Town of Laurel Park. The product(s) of the planning activities shall be:

WORK PROGRAM

1. Code Administration and Enforcement

Assistance in the administration and enforcement of the Town's Unified Development Ordinance will be provided. Planning advice and staff memoranda and recommendations will be provided to the Town Council, Town Manager, Town Attorney, Planning Board, Parks & Greenway Board, Historic Resources Commission, and Board of Adjustment. Some examples of duties include staff administration of zoning permits, rezoning applications and hearings, Board of Adjustment applications and hearings, site plan reviews, and subdivision reviews.

2. Other Duties as Directed by Town Manager

It is understood that priority changes and/or substitutions may be made by the Town Manager as needed to include work in such areas as floodplains, extraterritorial zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

Ord. 2024-3
Town of Laurel Park, North Carolina
Budget Ordinance Amendment
Fiscal Year 2023-2024
Amendment #2

To transfer funds from salary and benefit lines in Administration to Contracted Services for the coverage of two months of service from Land of Sky.

Section 1. To amend the General Fund (10), the appropriations are to be changed as follows:

<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
Contracted Services (10-4120-4450)		\$ 8,192.00
Salaries and Wages (10-4120-1210)	\$ 5,842.00	
Social Security/Medicare (10-4120-1810)	\$ 450.00	
Retirement (10-4120-1820)	\$ 1,050.00	
Group Insurance (10-4120-1830)	\$ 850.00	
	_____	_____
Total Changes	\$ 8,192.00	\$ 8,192.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 14th day of December, 2023.

ATTEST:

 J. Carey O’Cain, Mayor

 Tamara Amin, CMC, NCCMC
 Town Clerk/Deputy Tax Collector



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Agenda Review for the Council Meeting scheduled for December 19, 2023

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Draft December 19, 2023, Town Council Agenda

Summary of Item:

The Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, December 19, 2023, 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
December 19, 2023, 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. November Monthly Report
 - B. Minutes for the November 16, 2023 Work Session
 - C. Closed Session Minutes for November 16, 2023
 - D. Minutes for the November 21, 2023 Regular Meeting
 - E. Closed Session Minutes for November 21, 2023
 - F. Audit Contract Amendment
 - G. Budget amendment for matching invasive grant (FOLP)
- 6. Old Business**
- 7. New Business**
 - A. Organizational meeting
 - 1) 2024 Town Council Schedule of Meetings/Holidays
 - 2) Review of Council board representatives
 - 3) Mayor Pro Tem Nomination
 - 4) Budget Calendar
 - B. LGCCA Items to be discussed on January 16, 2024
 - C. BOA Rules of Procedure
 - D. Bee City Brochure and Stamp
- 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**