



**Town Council
Work Session
November 16, 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. Laurel Green Park Equipment
- 4. New Business**
 - A. U-5783 Sidewalk agreements
- 5. Agenda Review**
- 6. Closed Session-** N.C. Gen. Stat. §143-318.11(a)(6) to consider the qualifications, competence, performance, condition of appointment of a public officer or employee, which privilege is hereby acknowledged.
- 7. Adjournment**



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Title of Item: Laurel Green Park Equipment

Presenter: Park Technician Bryan Hensley

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

Summary of Item:

The Town Council requested that the Park Technician bring a playground equipment catalog to the Council to spur ideas for Little Laurel Green.

Council Action Requested:

Review and discuss ideas for Little Laurel Green.

Suggested Motion:

N/A



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: U-5783 Sidewalk agreements

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- GIS Map of Hwy 64
- Draft Laurel ParkU-5783_1000019992

Summary of Item:

The NCDOT project on Highway 64 includes sidewalks as part of its “complete streets” initiative. The sidewalks have a cost share with local jurisdictions.

The Hwy 64 project stretches through three jurisdictions: the Town of Laurel Park, the City of Hendersonville, and Henderson County. Most of the area in Henderson County’s jurisdiction is actually Town or City Extra Territorial Jurisdiction (ETJ). As the NCDOT has prepared cost share agreements, the question of who pays for the ETJ has come up.

NCDOT scales what it charges in cost share by the size of the jurisdiction. Laurel Park would be an 80/20 plan, Hendersonville would be a 70/30 plan, and the County would be a 50/50 plan.

County staff have requested that Laurel Park consider taking a lead role in a NCDOT agreement for all of the ETJ. This would make Laurel Park responsible for the cost and maintenance of the sidewalks in both ETJ’s. We would also enter into an agreement with the City for repayment of its portion of ETJ. If the NCDOT would allow this, it would keep the local costs of the project at the 20% level.

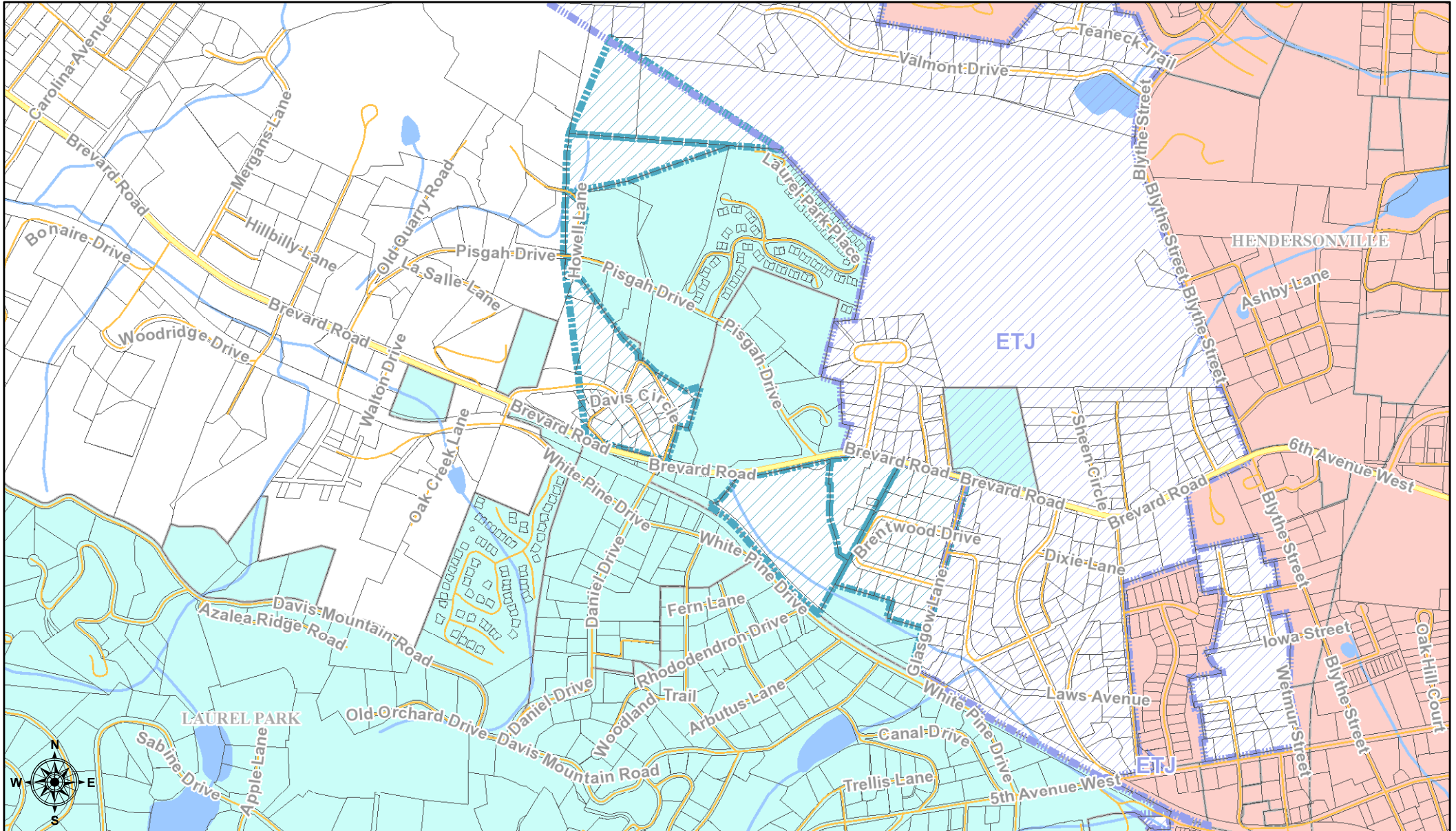
Council Action Requested:

Review and discuss County proposal for agreement in the ETJ.

Suggested Motion:

Move to direct staff to work with related parties to prepare cost sharing agreement with the NCDOT that: a) does not include the ETJ, b) includes only Laurel Park’s ETJ, or c) includes both the Laurel Park ETJ and Hendersonville ETJ.

GoMaps



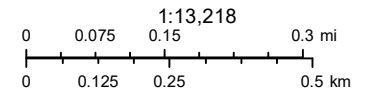
October 24, 2023

Streets and Highways

- FREEWAY
- INTERSTATE
- BOULEVARD
- THOROUGHFARE
- COLLECTOR
- Local Roads
- Parcels

THIS IS NOT A SURVEY.

All information or data provided, whether subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk. Henderson County makes no warranties or guarantees, including the warranties of merchantability or of fitness for a particular purpose. Map data is not appropriate for, and is not to be used as, a geodetic, legal, or engineering base system. The data is not intended as a substitute for surveyed locations such as can be determined by a registered Public Land Surveyor, and does not meet the minimum accuracy standards of a Land Information System/Geographic Information System Survey in North Carolina (21 NCAC 56.1608).



AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 10/18/2023

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-5783

WBS ELEMENTS: CON 44354.3.1

AND

TOWN OF LAUREL PARK

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP PROJECT (“Project”): This project consists of modernizing US 64 to include bike lanes and paved shoulders from SR 1180 (Blythe Street) to SR 1173 (White Pine Drive)/SR 1186 (Daniel Drive)

ADDITIONAL WORK: Construct 2094 square yards of new 4” concrete sidewalk along US 64 in the Laurel Park Town limits

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ESTIMATED COST OF THE ADDITIONAL WORK: \$136,110

COSTS TO OTHER PARTY: \$27,222

PAYMENT TERMS: Town of Laurel Park will submit payment upon execution of agreement.

MAINTENANCE: Town of Laurel Park

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the **Town of Laurel Park**, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties**

with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** including review of goods and services provided by the **Municipality** as herein set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

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II. RESPONSIBILITIES

- i. The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and construction and maintenance as shown in the **PROJECT DELIVERY** Provision. The **Municipality** shall be responsible for maintenance.
- ii. The **Municipality** shall be responsible for maintenance of the additional work, as shown in the **PROJECT DELIVERY** Provision; and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits, and preparing the project plans and specifications.

- ii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

It is understood by all **Parties** hereto that all work shall be contained within existing right of way or easements previously granted. If additional right of way is needed, the **Municipality** will provide the required right of way and/or construction easements at no cost or liability whatsoever to the **Department**. Acquisition of right of way shall be accomplished in accordance with State procedures and the North Carolina Right of Way Manual. The **Municipality** shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The **Municipality** shall indemnify and save the **Department** harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
- ii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.
- iii. The **Municipality** shall maintain the new sidewalk of within the Town of Laurel Park limits.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the **Municipality** and in accordance with the **Department’s** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the **Department’s** policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality
2094 SY of 4” concrete sidewalk	\$ 27,222
Total Estimated Cost to Municipality	\$ 27,222

The estimated Municipal share of the additional work is \$27,222. The **Parties** understand that this is an estimated cost and subject to change.

B. PROJECT COSTS

The **Municipality** has agreed to participate in the Project costs as follows:

- i. The estimated cost of the additional work is \$1,610,000. The **Municipality** shall participate in 20% of actual costs. The **Department** will participate in 80% of actual costs. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

C. DOWNPAYMENT

- i. The **Municipality** shall provide a down payment for each phase of the Project, prior to the **Department** initiating work on each phase. The **Department** will notify the **Municipality** of the requested amount of down payment. The **Municipality** shall remit payment, in accordance with the guidance provided with this Agreement.
- ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Municipality** of any additional down payment needed.

D. INVOICING BY THE DEPARTMENT

- i. Based on the estimated cost of \$136,110 the **Municipality** shall submit payment for \$27,222 to the **Department's** Fiscal Section upon full execution of this Agreement.
- ii. Upon completion of the Project, if actual costs exceed the amount of the down payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$136,110, the **Department** will reimburse the **Municipality** any overpayment.
- iii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.
- iv. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

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V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature,

asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF LAUREL PARK

FED TAX ID NO: _____

REMITTANCE ADDRESS:

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Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: _____ Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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TOWN OF LAUREL PARK

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Agenda Review for the Council Meeting scheduled for November 21, 2023

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Draft November 21, 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, November 21, 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
November 21, 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. October Monthly Report
 - B. Minutes for the October 12, 2023 Work Session
 - C. Closed Session Minutes for October 12, 2023
 - D. Minutes for the October 17, 2023 Regular Meeting
- 6. Old Business**
 - A. Budget Amendment for Laurel Green Fencing
 - B. ABC Merger Discussion
- 7. New Business**
 - A. Ammunition Discussion
- 8. Town Manager's Report**
- 9. Department Head Reports**
 - A. Public Works
 - 1) Rhododendron Lake Nature Park Bridge
 - B. Fire Department
 - C. Police
 - D. Administration
 - 1) Primrose Property
- 10. Mayor and Commissioner Comments**
- 11. Adjournment**