



**Town Council
Public Work Session
September 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**
- 4. New Business**
 - A. M.O.U. and Participation in the Ecusta Trail
- 5. Agenda Review**
- 6. Adjournment**



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: M.O.U. and Participation in the Ecusta Trail

Presenter: Mayor O’Cain

Attachment(s): Yes/No

- M.O.U.
- Appendices

Summary of Item: The County has asked the Town to participate in a Memorandum of Understanding (M.O.U.) for the maintenance of the Ecusta Trail. The County has proposed the attached draft M.O.U.

Council Action Requested: Discussion only.

Suggested Motion:

N/A

MEMORANDUM OF UNDERSTANDING: RAILTRAIL SYSTEM OPERATIONS

This agreement is made and entered into on the _____ of _____, 2023, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina, **City of Hendersonville**, a body politic and corporate under the laws of the State of North Carolina, **Town of Laurel Park**, a body politic and corporate under the laws of the State of North Carolina, **Conserving Carolina**, a North Carolina nonprofit corporation doing business as Ecusta Rails2Trails, LLC, and **Friends of Ecusta Trail**, a North Carolina nonprofit corporation doing business as Friends of the Ecusta Trail, Inc, collectively the “parties” of this Memorandum of Understanding.

WITNESSETH

WHEREAS, through a successful partnership and the vision of several agencies, eleven miles of trail are being developed from Hendersonville west to the County line.

WHEREAS, much of this system will follow the US 64 corridor and the French Broad River.

WHEREAS, the trail will be used to meet public fitness, recreational, and transportation needs and will add to the quality of life for the people of Henderson County.

WHEREAS, the Friends of Ecusta Trail and Conserving Carolina were instrumental in the federal railbanking of the trail.

WHEREAS, Henderson County endeavored with the support of the other parties to secure grant funding to design and build the trail.

WHEREAS, it is in the best interest of the citizens of Henderson County to assign operational responsibilities to a single agency in terms of maintenance and administration of the trail but at the same time it is further recognized that the success of the trail is dependent on the continued cooperation between the jurisdictions and nonprofit partners.

WHEREAS, Henderson County signed a Lease Agreement with Conserving Carolina for the trail addressed in this memorandum.

THEREFORE, Henderson County, City of Hendersonville, Town of Laurel Park, Conserving Carolina, and the Friends of Ecusta Trail (FOET) have entered into this Memorandum of Understanding (MOU) establishing guidelines for the operation of the trail. Ownership of land and facilities is not altered by this MOU, and it is applicable only to properties owned, leased, or otherwise managed by Henderson County.

Scope of the Memorandum of Understanding

This MOU covers the federally railbanked Ecusta Trail corridor which contains varying right-of-way widths along the 11 miles located within Henderson County. This MOU does not include private trails connecting private developments to the greenway, trails that are internal to any County, City, or Town parks, bike lanes on

streets, or bicycle boulevards, or non-paved trails that connect to the trail. A map of the included trail is attached as part of Appendix A to this agreement.

Other trails may be included in this MOU in the future as agreed by all parties and this MOU may be extended to include other jurisdictions that operate trails consistent with the terms outlined in this MOU.

Responsibilities of Parties

1. To act in good faith to fulfill the purpose, responsibilities, and other conditions of this Memorandum of Understanding.
2. To communicate regularly and openly with each other about opportunities, concerns, or issues relating to the partnership.
3. To share information, experience, materials, and skills to learn from each other.
4. To develop effective working practices and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk, and reduce cost.
5. To ensure sufficient and appropriately qualified resources are available and deployed to fulfill the responsibilities set out in this Memorandum of Understanding.
6. To adhere to the Henderson County Ecusta Trail Encroachment Policy and implement the policy when administering land use regulations. Additionally, no entity will allow a property owner to create access to the trail without a recorded encroachment agreement approved by County staff.
7. To display, as appropriate, signage throughout the trail system recognizing the partnership between Henderson County, City of Hendersonville, Town of Laurel Park, Friends of the Ecusta Trail, and Conserving Carolina. Signage shall be consistent with the branding and themes recommended by the Rails to Trails Advisory Committee.
8. To participate with representation on the Henderson County Rails to Trails Advisory Board (RTAC).

Responsibilities of Henderson County, City of Hendersonville, and Town of Laurel Park

Law Enforcement

The Henderson County Sheriff's Department, City of Hendersonville Police Department, and the Town of Laurel Park will enforce federal, state, and local law within the Ecusta Trail which is within their respective jurisdictions. County, City, and Town officers may enforce Henderson County Parks and Recreation rules and regulations which shall be in effect for all sections of the trail covered by this MOU. Officers shall regularly patrol the trail system along with other priorities. Any member of this MOU may contract with officers for special duty dedicated to patrol the trail if needed, and may also contract with outside groups to enhance safety and security with mutual consent of the parties. The three policing jurisdictions shall maintain a cooperative approach to safety and security on the Ecusta Trail System.

Cooperation

In addition to the other areas outlined in this agreement, the three governments shall cooperate on obtaining grants for expansion and maintenance of the Ecusta Trail System.

Costs of Maintenance and Amenities

Each governmental jurisdiction which is party to this MOU shall contribute financially to the annual maintenance of the trail and associated amenities within their jurisdiction. This formulaic cost will derive from the length of trail within a jurisdiction and number of amenities located within each jurisdiction. This formula may be adjusted through an amendment to this MOU. The total cost of the maintenance will be calculated annually and provided as an estimate to each party by no later than April 30th of each year. The total cost as provided will subsequently be divided by the total linear feet of trail in each jurisdiction, as shown in Appendix A. The total cost share amount owed to Henderson County must be paid by December 31st of the respective fiscal year owed.

The cost of maintaining and operating amenities requested by the municipal governments shall be the sole responsibility of those municipal governments.

Responsibilities of Henderson County

Maintenance

1. Henderson County Parks and Recreation will take on the responsibility to maintain and administer the rail trail consistent with the terms of this MOU effective immediately.
2. Maintenance will be administered to the standards of all Henderson County parks and trails as outlined in Appendix B.
3. Henderson County shall be responsible for day-to-day operations maintenance. Level of maintenance will be consistent with other Henderson County Parks and Recreation. In the event of natural disasters or storms, the member parties may assist the County in attempting to get trails opened as quickly as possible consistent with other priorities.

Trail Operations

1. The trail will be open 365 days a year, from dawn until dusk, unless a safety issue is present. This is consistent with County-wide parks and trails - with the exception that "commuters" may utilize the trails for transportation purposes at any time of the day.

Construction, Building, and Other Permits

1. In construction and major renovation projects undertaken on the Ecusta Trail System, the County shall obtain all applicable permits dependent upon applicable jurisdiction regulations. In addition, the County shall create a "permit team" of representatives from affected jurisdictional departments to expedite these permits. Permits shall not be unduly delayed, nor shall unnecessary burdens be placed on Henderson County. Henderson County commits to working cooperatively with the municipal departments on issues of mutual concern.
2. Henderson County shall be responsible for the placement and construction of new amenities unless otherwise agreed upon. Henderson County will work with FOET and if to design, plan, prioritize and fund trail amenities, including naming opportunities. If the project falls within the jurisdiction of municipality included in this agreement, the county will additionally consult with

the municipality to the design, plan, prioritize and fund trail amenities, including naming opportunities.

Special Events

1. Special event permits may be issued for proposed activities that interfere with normal usage of the Ecusta Trail. Event sponsors shall obtain all required permits from the applicable jurisdiction. Prior to applying for a permit, event sponsors must request permission for the event from Henderson County Parks and Recreation Department, which may approve or deny the request administratively. Local law enforcement agencies may request additional fees to cover any additional officers required for the event.

Responsibilities of Friends of Ecusta Trail

1. The Friends of the Ecusta Trail (FOET) will represent the unified, public voice of the trail.
2. FOET will protect, promote, and enhance the Ecusta Trail.
3. FOET will serve as a nonpartisan advocacy partner to provide Trail expertise, to raise public awareness of the Trail, and to seek funding and contributions to enhance and promote the Trail through its website, official trail map, and media outreach.
4. FOET will work with Henderson County to design, plan, prioritize and fund trail amenities.
5. FOET will develop a "trail ambassador" volunteer program to assist in patrolling, maintaining, and providing information and other services to trail users.
6. FOET will accept from users and relay trail maintenance issues to the proper jurisdictional authorities.
7. FOET will assist with providing volunteers for light maintenance duties as needed.
8. FOET may request a "naming" policy from Henderson County to be reviewed by the RTAC and be used as a fundraising tool.

Revision

This memorandum may be revised or modified only with the consent of all parties.

Termination

This MOU may be terminated by any party through written notice to the Parties. Written notice must be received no later than 365 days before July 1st of any year in which this agreement is active. If termination occurs, management responsibility for sections of the trail will revert to the current trail managing agency prior to the enactment of this MOU.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

On this the ____ day of _____, 2023

Attest:

NAME, TITLE

Approved by:

John Mitchell, Manager
Henderson County
113 Main St.
Hendersonville, NC 28792

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


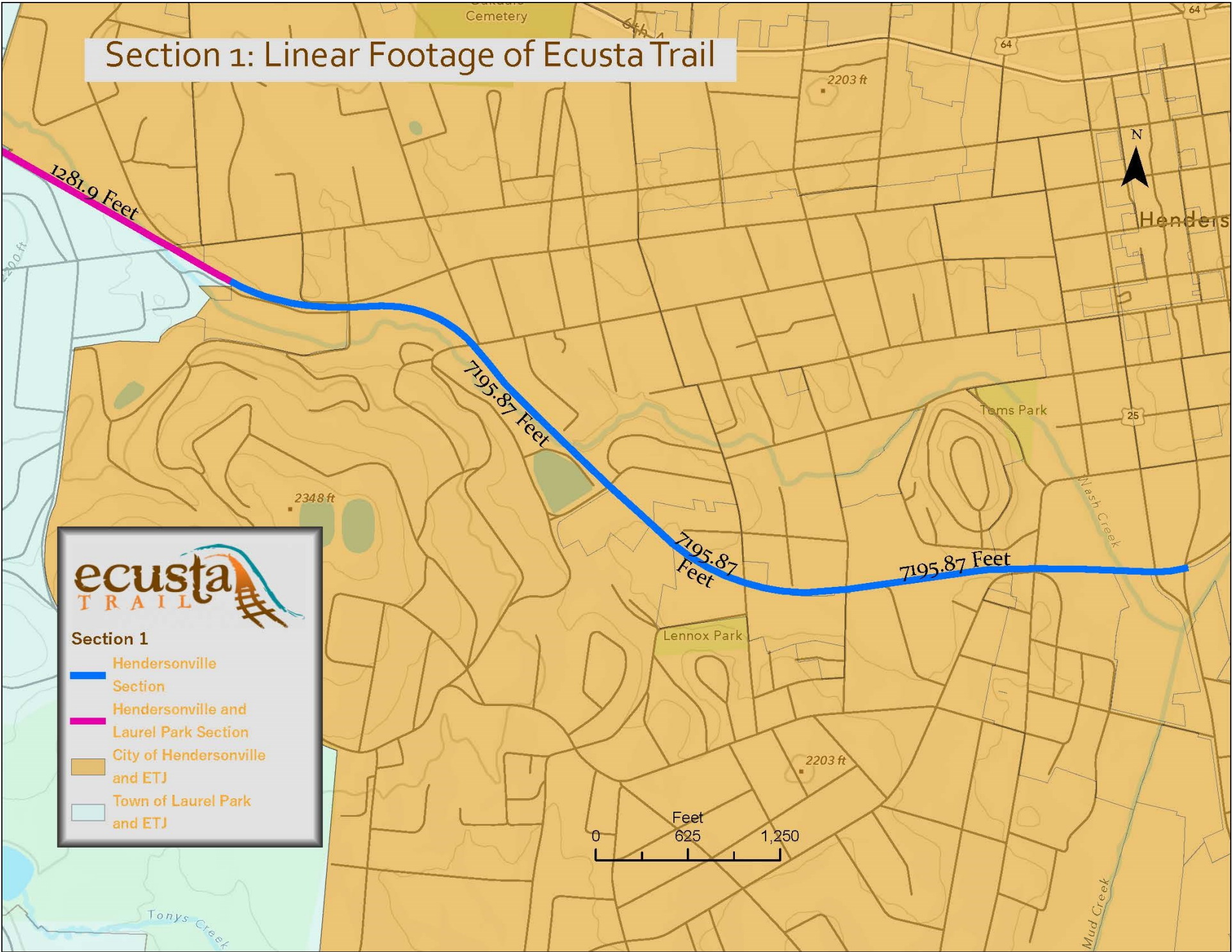
John Connet, Manager City of Hendersonville
160 6th Ave E
Hendersonville, NC 28792

Kieran Roe, Executive Director
Ecusta Rails2Trails LLC
847 Case St.
Hendersonville, NC 28792

Mark Tooley, President
Friends of Ecusta Trail
P.O. Box 265
Brevard, NC 28712





Appendix A

Section 1: Linear Footage of Ecusta Trail



ecusta
TRAIL

Section 1

-  Hendersonville Section
-  Hendersonville and Laurel Park Section
-  City of Hendersonville and ETJ
-  Town of Laurel Park and ETJ


Section 2: Linear Footage of Ecusta Trail

405.27 Feet

3319.06 Feet

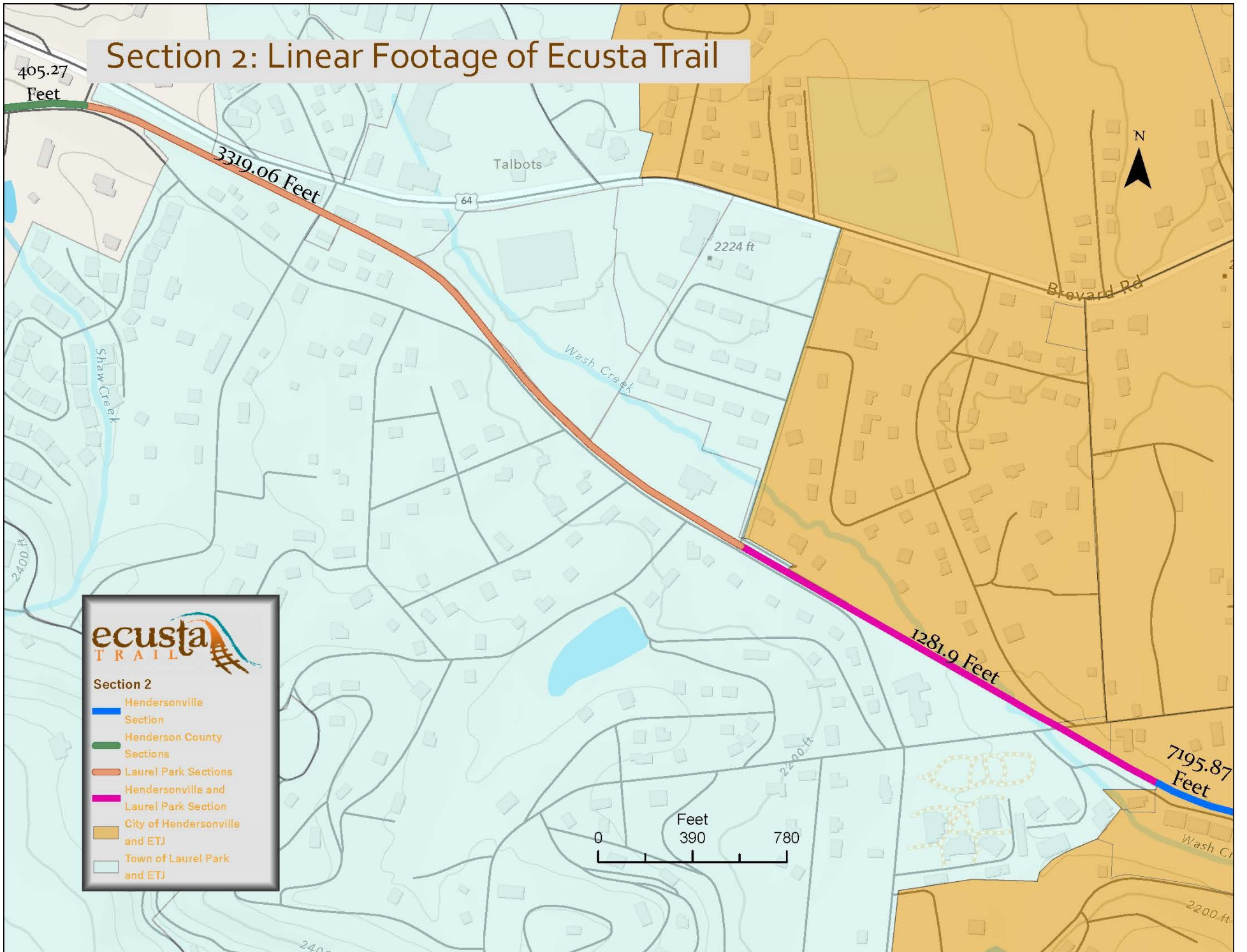
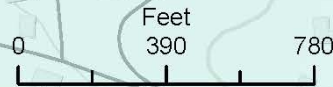
1281.9 Feet

7195.87 Feet

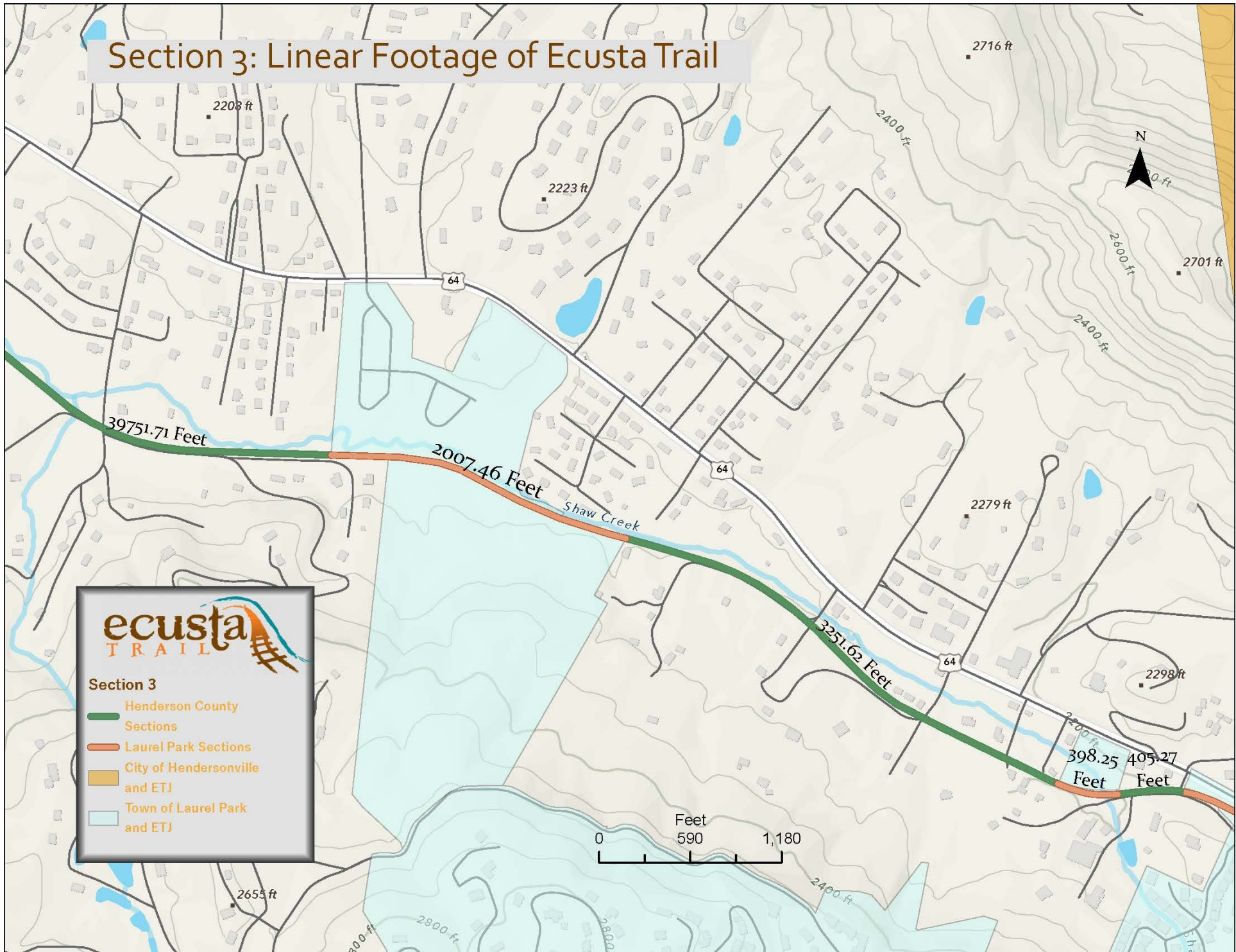


Section 2

- Hendersonville Section
- Henderson County Sections
- Laurel Park Sections
- Hendersonville and Laurel Park Section
- City of Hendersonville and ETJ
- Town of Laurel Park and ETJ



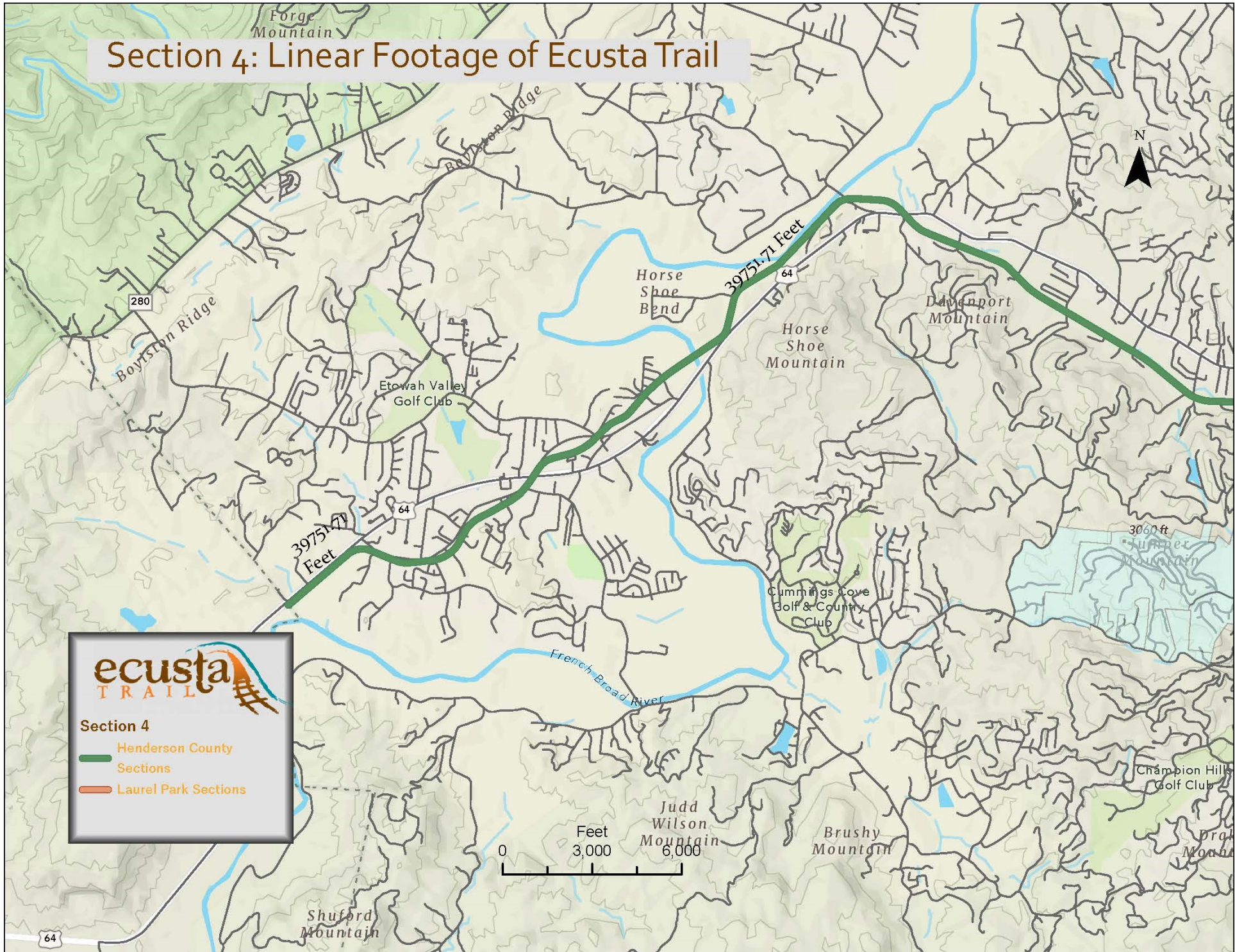
Section 3: Linear Footage of Ecusta Trail



- Section 3**
- Henderson County
 - Sections
 - Laurel Park Sections
 - City of Hendersonville and ETJ
 - Town of Laurel Park and ETJ



Section 4: Linear Footage of Ecusta Trail



ecusta
TRAIL

Section 4

- Henderson County Sections
- Laurel Park Sections

Appendix B

ECUSTA TRAIL MAINTENANCE

King Street to the Henderson County Line

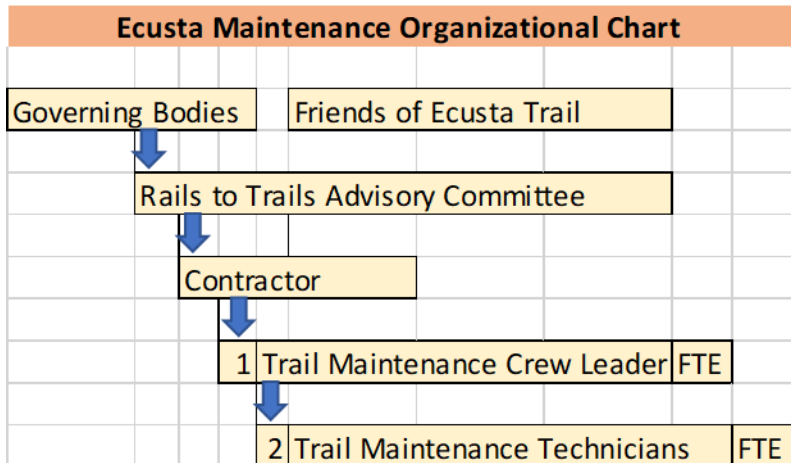
Regular Tasks	Frequency	Responsible Party	Cost
Trash Cans and litter Sweep	3x weekly M,W,F	Contractor	TBD
Blow Off Trail	3x weekly M,W,F	Contractor	TBD
Tree and natural Debris Removal	Weekly	Contractor	TBD
General Safety Inspection Documented on Form	Monthly	Friends of Ecusta/Volunteers	
Trail tree and brush Pruning	Quarterly	Contractor	TBD
Shoulder Maintenance	Quarterly	Contractor	TBD
Herbicide Application	6 treatments annually	Contractor	TBD
Sign repair and cleaning	As needed	Friends of Ecusta/Volunteers	
Graffiti Removal	Removed within 10 days	Contractor	TBD
Work Order Management	Weekly	Contractor	TBD

Irregular Tasks	Frequency	Responsible Party	Cost
Storm aftermath clean up	per Hour	Contractor	TBD
Asphalt Repair Patches	per SQFT	Subcontractor	TBD
Special/Emergency Call Out	per hour	Contractor	TBD
Snow and Ice Treatment?	Per hour and per bag	Contractor	TBD
Trail Drainage maintenance	As needed- Annually	Contractor	TBD
Trail Root cuts	1 per year	Contractor	TBD

Large Maintenance Project > \$5,000 (CIP)	Frequency	Responsible Party	Cost
Bridge Inspections	every 5 years	County	TBD
Paving Replacements	7-15 year cycle (ind. standard)	County	TBD
Major Tree Work	Annual	County	TBD
Trail Maintenance CIP			
Trail Improvement Projects CIP			

Ecusta Maintenance Equipment List

1. Pull Behind Blower
2. Tractor with radial arm mower
3. Bucket Truck
4. Sweeper
5. Plowing/dump Pickup
6. Dump Pickup
7. Weed-eaters and hand tools
8. Mower
9. Chainsaws and Pruning Equipment
10. Herbicide Equipment
11. Hot patch Asphalt patch and crack sealant
12. Trail Closure/Working Signage





**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

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

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Draft September 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, September 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
September 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. August Monthly Report
 - B. Minutes for the August 10, 2023 Work Session
 - C. Minutes for the August 15, 2023 Regular Meeting
- 6. Old Business**
 - A. Paving and Culvert Contract Amendment
- 7. New Business**
 - A. Board of Adjustment Appointment
 - 1) Paul D. Bell
 - 2) Travis Bonnema
 - 3) Donald T. McIntyre
 - 4) Wesley Belew
 - B. Surplus Property
- 8. Town Manager's Report**
 - A. Update On English Ivy Removal Project
 - B. Status of Laurel Green Stream Restoration
 - C. Lakemoor Sewer Status
 - D. Website Development Status
- 9. Department Head Reports**
 - A. Public Works
 - B. Fire Department
 - C. Police
 - D. Administration
- 10. Mayor and Commissioner Comments**
- 11. Adjournment**