



**Town Council
Regular Meeting Minutes
May 16, 2023 – 9:30 a.m.**

Mayor O’Cain called the Regular Council Meeting to order at 9:29 a.m. on May 16, 2023, in person at Town Hall, 441 White Pine Drive, Laurel Park NC 28739 and electronically through Zoom platform.

The following attended in person at Town Hall, 441 White Pine Drive, Laurel Park NC 28739:

- Mayor Carey O’Cain
- Mayor Pro Tempore A. Paul Hansen
- Commissioner George W. Banta
- Commissioner Deb Bridges
- Commissioner Kristin Dunn
- Town Manager Alex Carmichael
- Town Clerk Tamara Amin
- Assistant to the Town Manager Jordan Jones
- Police Chief Bobbie Trotter
- Public Works Director Brandon Johnson
- Park Technician Bryan Hensley
- Fire Chief Tim Garren
- Town Engineer Will Buie
- Matthew Strickland- AT&T Representative

Mayor O’Cain opened the Regular Meeting and led the Pledge of Allegiance.

PUBLIC COMMENT

Mayor O’Cain asked if there was any public comment; there were ten.

Town Clerk Amin read public comments received from Mr. Ian Campbell Horton, Mr. Richard Cooke, Ms. Sherry Painter, and Ms. Virginia Gambill.

- a. Public Comments - The aforesaid public comments are attached to and made part of these minutes as Appendix 1.

Town Clerk Amin said Ms. Pamela Sacco asked her to relay some information to Council about a streetlight that her neighbors and she pay monthly to have it installed. She asked that the Town take over payments.

Mayor O’Cain said he spoke to Ms. Sacco and suggested removing the streetlight if they do not want to pay anymore since residents are complaining about light pollution.

Mr. Travis Bonnema read an email he had written to Council.

- b. Email - The aforesaid email is attached to and made part of these minutes as Appendix 2.

Mr. Jim Dhom spoke about some of his concerns regarding the budget and recommended zero-based budgeting techniques for future budgets. Mr. Dhom also discussed Jump Off Rock Concerts and suggested Friends of Laurel Park pay the fee for using the park. This would help pay for the upkeep of the park. Mr. Dhom concluded by asking the Council to focus on priorities like public and traffic safety, infrastructure upkeep, Police and Public Works personnel and effective Town Leadership.

Mr. Edward Eaves reiterated Mr. Dhom's recommendations on zero-based budgeting and the stress on infrastructure.

Ms. Anne Hartig spoke about her concerns regarding the budget.

APPROVAL OF THE AGENDA

Mayor O'Cain asked to move AT&T to the beginning of the Agenda followed by Town Engineer Will Buie's comments on the budget.

Commissioner Banta moved to approve the amended agenda. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

APPROVAL OF THE CONSENT AGENDA

- c. April Monthly Report - The aforesaid report is attached to and made part of these minutes as Appendix 3.
- d. National Pollinator Week Proclamation - The aforesaid proclamation is attached to and made part of these minutes as Appendix 4.

Mayor Pro Tem Hansen moved to approve the consent agenda as presented. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

NEW BUSINESS

AT&T ENCROACHMENT REQUEST

Assistant to the Town Manager Jordan Jones said AT&T has applied for a Right-of-Way construction permit to install 248 ft. of buried cable along Laurel Park Hwy. The Right-of-Way Encroachment Policy requires that Town Council approve or deny the permit application. Staff has reviewed the application and consulted with WGLA engineering to ensure that the proposed work by AT&T will not interfere with the stormwater drainage improvements within the area. It has been confirmed that the depth at which AT&T is proposing to bury the cable will not interfere with any stormwater drainage work.

Council reviewed the application for the Right-of-Way Construction Permit.

Mayor Pro Tem Hansen asked Mr. Strickland, AT&T Representative, about a timeline of when certain neighborhoods were getting fiber cable. This was the 4th time this was requested.

Mr. Strickland said this was above his pay grade and Mr. Lee Sadler would know.

Mayor O’Cain asked Mr. Strickland to talk to his headquarters and ask that they meet with the Town to get updates for the year.

Mr. Strickland said Mr. Toby Ruth and Lee Sadler would be the best points of contact.

Mayor Pro Tem Hansen moved to approve AT&T’s application for Right-of-Way construction as presented. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

Mr. Strickland departed the meeting at 10:16 a.m.

OLD BUSINESS

Mr. Will Buie was present at the meeting to discuss any questions Council had regarding the paving and stormwater spreadsheets.

Mayor O’Cain gave an overview of the past year’s timeline regarding paving. Mayor O’Cain concluded by reassuring residents that the Town Hall project was put on hold to better focus on infrastructure.

Mr. Will Buie departed the meeting at 10:27 a.m.

DOT RIGHT-OF-WAY AGREEMENT

Town Manager Alex Carmichael said the Town owns property at 1512 Brevard Road (Hwy. 64.) The North Carolina Department of Transportation (NCDOT) has an expansion project along the 64 corridor in Laurel Park. The Telics Group is acquiring property on behalf of the NCDOT. They originally offered \$66,025 to the Town to acquire right-of-way (ROW) and permanent easements. Town staff consulted with an outside realtor that questioned the comps used by Telics to evaluate the property. Based on the eight-acre parcel across the street, she suggested the value to be closer to \$120,000. However, that property is entitled for development and ours is not, so she suggested asking for \$100,000.

After we suggested to Telics the \$100,000 number, they came back with a counteroffer of \$76,350, which they feel they can substantiate to NCDOT.

Council discussed the agreement and the next steps.

Commissioner Dunn moved to approve counteroffer of \$76,350.00 as presented by Telics Group. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

DEPARTMENT HEAD REPORTS

PUBLIC WORKS

Public Works Director Brandon Johnson said the department has completed mulch and has worked on nine culverts.

Park Technician Bryan Hensley said he is currently working on getting water to Canal Park.

FIRE

Fire Chief Tim Garren said the department is working on hydrant maintenance.

POLICE

Chief Trotter said the department completed their in-service. There will be a Community Class on Thursday.

Mayor Pro Tem Hansen spoke about a petition that was submitted about installing Rumble Strips.

- e. Petition - The aforesaid petition is attached to and made part of these minutes as Appendix 4.

Chief Trotter said the Rumble Strips will not help in that area.

ADMINISTRATION

Town Clerk Amin said the department still has the Finance Officer vacancy. Staff has closed out all Wells Fargo accounts and deposited everything in the First Bank account. Volunteer Gardening Day at Canal Park at 10 a.m. on May 24. Offices will be closed Monday May 29 for the Memorial Day Holiday. Staff worked on Open Enrollment for employees, which ended yesterday. Ms. Amin concluded with the State of the Town Newsletter that will be paper form distributed to the whole Town in July.

MAYOR AND COMMISSIONER COMMENTS

Mayor Pro Tem Hansen – Mayor Pro Tem Hansen asked Staff about the status of the sewer line in Laurel Green Park.

Town Manager Carmichael said he spoke with the City of Hendersonville and Lakemoor. Lakemoor said they received a bid for \$50k to cut the Sewer and reroute it. They asked if the Town would be interested in cost sharing.

Council was against cost sharing and said this was a Lakemoor problem that they needed to resolve. Mayor Pro Tem Hansen suggested having them reroute the line or shut it down.

Mayor O’Cain asked Staff to schedule a meeting with the Lakemoor Representative.

Commissioner Bridges – Commissioner Bridges asked Staff how many attendees were present via ZOOM. Staff said two during the Council meeting and four during the Work Session.

Commissioner Banta – Commissioner Banta asked Staff to direct Mr. Coffee and Mr. Gizzi to Laurel Park Highway to concentrate on English Ivy removal.

WEBSITE DISCUSSION

Town Manger Carmichael said Town Council asked staff to evaluate website proposals. Staff is waiting on a final proposal from Summit Marketing and anticipates having a quote in time for the regular Council meeting. Staff did not have the information in time to make any recommendation to Council. Staff will attempt to present the proposal numbers from all five firms for the Council to discuss.

Council asked Staff to put this agenda item on the Special meeting.

BUDGET WORKSHOP

Council reviewed and discussed the draft fiscal year 2024 Budget and asked for some clarifications.

Mayor Pro Tem Hansen moved to excuse Commissioner Dunn from the meeting. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion. Commissioner Dunn departed the meeting at 11:44 a.m.

Some changes that were discussed included:

- Doubled sided agenda printing
- Dropping the Centennial Committee Expenses to \$5k and using
- Putting the Website Development in budget for \$20k; the Centennial expenses from FY22/23 to start a contract
- Ecusta Trail Memorandum- Council asked Staff to put together a letter to the County by the next meeting clarifying ARTAC membership, liability clause, amenities, and responsibilities

Town Manager Carmichael said he will recommend a draft budget to Council by May 24.

Commissioner Bridges asked Staff for detailed reports that she is waiting for.

Council discussed having a Special Meeting on Tuesday, May 23, at 2:00 p.m. Staff will confirm the date and time.

Mayor Pro Tem Hansen asked Chief Trotter what she recommends the Town do about the Rumble Strip petition. Chief Trotter said she recommends lowering the speed limit to 10. Town Manager Carmichael said he will look into the procedure for lowering the speed limit in Town.

ADJOURNMENT

There being no further business, Commissioner Bridges moved to adjourn at 12:26 p.m. Mayor O’Cain asked for discussion; there was none. The motion carried unanimously.

ATTEST:



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



J. Carey O’Cain, Mayor

6/20/23

Date

TOWN OF LAUREL PARK

PUBLIC COMMENT SIGN-UP SHEET

MEETING DATE: 5/16/23

NOTE: ALL INFORMATION PROVIDED ON THIS FORM IS A PUBLIC RECORD

WE APPRECIATE OUR CITIZENS AND GUESTS EXPRESSING THEIR VIEWS ON THE FUTURE OF LAUREL PARK.

WE OFFER THE FOLLOWING GUIDELINES FOR SPEAKING DURING PUBLIC COMMENT.

- COMMENTS WILL BE **LIMITED TO 3 MINUTES** IN AN EFFORT TO BE FAIR AND OFFER EVERYONE AN OPPORTUNITY TO SPEAK.
- ATTENDEES ARE REQUESTED TO DESIGNATE A SPOKESMAN FOR GROUPS SUPPORTING OR OPPOSING THE SAME POSITION. IF THE NUMBER OF PERSONS WISHING TO ATTEND THE COMMENT PERIOD EXCEEDS THE CAPACITY OF THE HALL, GROUPS ARE ASKED TO SELECT DELEGATES FROM GROUPS SUPPORTING OR OPPOSING THE SAME POSITION.
- PLEASE BE RESPECTFUL AND COURTEOUS IN YOUR REMARKS.
- PLEASE REFRAIN FROM PERSONAL ATTACKS AND FROM USING PROFANITY.
- **PLEASE STATE YOUR NAME AND ADDRESS PRIOR TO SPEAKING.**

PLEASE PRINT THE INFORMATION BELOW

	<u>NAME</u>	<u>ADDRESS</u>	<u>SUBJECT</u>
1.	IAN Campbell Horton	45 Lake Dr Unit L3	Fishing Impact
2.	Richard Cooke	77 Reisha Lane	Newsletter
3.	Rumela Sacco		Street Light
4.	Sherry Painter		News letter
5.	Virginia Gambill	Lakemoor Village	Hemlocks
6.	Travis Bonnema	Echo Mountain	
7.	JIM D HORN Edward Fares	1450 LPH	
8.	Edna Dr J Fares	2504 LPH	
9.	David Hartzig	2026 LPH	-Financial-
10.	Anne Hartig	2626 15thwy	Budgets

Appendix-1

Tamara Amin

From: donotreply@form.govoffice.com
Sent: Monday, April 24, 2023 11:09 AM
To: Tamara Amin
Subject: Submit Public Comment (form) has been filled out on your site.

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.

Your Site has received new information through a form.

Form: Submit Public Comment

Site URL: www.laurelpark.org

Full Name: Ian Campbell Horton

Physical Address: 45 Lake Drive Unit L3, Laurel Park NC Comment or Question: For the past several years I have been concerned about what impact fishing has had for the wildlife in Rhododendron Lake Nature Park.

Almost every time I go walking, trash from fishing lures, cut line, and occasionally fishing hooks litter the area. This trash could result in animals becoming tangled or suffocated in the fishing line and plastic bags or eating lures and choking.

Not only the wildlife is at risk from this litter, last year a chihuahua puppy found a fishing hook and swallowed it! It was screaming in pain and had to be rushed to the emergency veterinarian.

Due to these experiences and concerns, I propose a ban on fishing in Rhododendron Lake Nature Park. I think this would benefit the wildlife as well as keep the park looking more pristine. I'm aware that this would likely be upsetting to some people, however there are other places to fish. I also believe keeping a nature park safe for the local wildlife and pets is of much greater benefit to all that visit.

Please let me know your thoughts on this matter.

Sincerely,

Ian Horton

Phone (Optional):

Email Address (Optional): ianhorton@gmail.com How would you like to be contacted?:

Email me

Do Not Click Reply - This e-mail has been generated from a super form.

Tamara Amin

From: donotreply@form.govoffice.com
Sent: Tuesday, May 2, 2023 6:50 PM
To: Tamara Amin
Subject: Submit Public Comment (form) has been filled out on your site.

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Your Site has received new information through a form.

Form: Submit Public Comment

Site URL: www.laurelpark.org

Full Name: Richard Cooke

Physical Address: 77 Reisha Lane

Comment or Question: The format of the most recent Newsletter is both juvenile and sophomoric.

Phone (Optional):

Email Address (Optional):

How would you like to be contacted?:

No need to contact me

Do Not Click Reply - This e-mail has been generated from a super form.

Tamara Amin

From: Sherry <sherryc@morrisbb.net>
Sent: Monday, May 1, 2023 7:47 PM
To: Town Manager
Subject: Newsletter Thank-you

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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.

Alex,

I don't know who put together the town newsletter but I want to tell you how much I really enjoyed the colorful spring format and the articles in this newsletter. I appreciated the suggestions regarding lightning and bear safety, not mowing lawns for bee pollination, the time frame for infrastructure improvements, just to name a few . The whole newsletter was so upbeat and enjoyable to read. Good job to all involved in the publication!!!!

Sherry Painter
Sent from my iPad

Tamara Amin

From: Alex Carmichael <carmichaelja@gmail.com>
Sent: Friday, May 12, 2023 3:31 PM
To: Tamara Amin; Town Manager
Subject: Fwd: Lakemoor Village One

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.

_Please also add this to public comment.

Alex Carmichael, MPA
carmichaelja@gmail.com
(828) 575-4475

----- Forwarded message -----

From: Carey Ocain <careyocain@yahoo.com>
Date: Wed, May 10, 2023 at 8:48 PM
Subject: Fwd: Lakemoor Village One
To: Alex Carmichael <carmichaelja@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Virginia Gambill <vgambill31@gmail.com>
Date: May 10, 2023 at 11:19:41 AM EDT
To: Carey O'Cain <mayor@laurelpark.org>, Carey O'Cain <careyocain@yahoo.com>
Subject: Lakemoor Village One

Good morning, Carey, Noticing heavy work commencing at Laurel Green park, I do hope the large green hemlock bushes along our border at the creek (our pond area) will be protected primarily for bird sanctuary. My own unit (23) has a delightful sun porch which I enjoy daily while viewing birds, duck and critters. The hemlocks seem to be filled with bird nests and birds of all kinds. In fact, I often wish the board of directors here at Lakemoor One would be agreeable to designating this entire area as a bird sanctuary for it is ideal. I am generous with black sunflower seed along with millet and cracked corn. The little ones are always happy to partake.

I send best greetings to you and Lutrelle for a happy and healthy summer ahead.

Virginia Gambill

Tamara Amin

From: Alex Carmichael <carmichaelja@gmail.com>
Sent: Friday, May 12, 2023 3:28 PM
To: Tamara Amin; Town Manager
Subject: Fwd: Budget Discussions

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.

Tamara,

Please add this to the Public Comment for Tuesday's meeting.

Alex Carmichael, MPA
carmichaelja@gmail.com
(828) 575-4475

----- Forwarded message -----

From: Carey O'Cain <mayor@laurelpark.org>
Date: Fri, May 12, 2023 at 12:25 PM
Subject: Re: Budget Discussions
To: Echo Mountain Inn <frontdesk@echomountaininn.com>
Cc: Alex Carmichael <carmichaelja@gmail.com>

Thank you Travis

Sent from my iPhone

On May 12, 2023, at 12:16 PM, Echo Mountain Inn <frontdesk@echomountaininn.com> wrote:

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.

To the Laurel Park Council,

I want to say first of all I appreciate all the work you all do for our town. I don't envy the position you're in of trying to approve a budget with 5 different personalities and interests. It seems to me you all genuinely want what's best for our community. Although there might be different ideas for how to achieve this, I believe the diversity of thought will ultimately bring forward a great plan.

I wasn't able to attend the last work session in person because of another conflict, but I did catch the 2nd half of the meeting over zoom.

I'm sure I missed it, but I didn't hear what the goal was for the total budget. I know the county is talking about revenue neutral, Hendersonville is looking at 7 cents up. Based on the proposed budget, it looks like revenue neutral is 31 cents, proposal is 41.5 cents which is a 10.5 cent increase. This is quite significant, especially since you've only raised .5 cents in the last 8 years. But maybe that's why the increase is so much?

In my prior life before being an innkeeper I was the Director of IT for Hormel Foods (a very fiscally conservative Fortune 500 company) managing a \$10MM annual budget. My goal every year was less than 3% growth, which was quite challenging considering the exponential costs for new technology. However, I achieved this through zero-based budgeting. Instead of starting with current year numbers and adding to it. I'd start from scratch and justify each line item on its own merit for the upcoming year. Clearly, time constraints won't allow for this process for you all this year, but perhaps a suggestion for the town manager for next year?

Logistics in your upcoming meeting:

Honestly, the last one was a little rough to watch, hopefully the circular conversations will be able to stay on track and move forward. It sounds like you have a good plan going into it. I wonder if it would help to have Jordan or Tamara have a "live" version of the budget on screen. They could add a column next to 2024 Proposed for 2024 Council and first copy all the items over that aren't disputed from the council. Could do this with a real quick run through of each line item. Then focus your conversation and time on the handful of items that might be up for contention.

If you don't read anything else in this email, please read this...

As for making your local residents happy. I believe it was Mayor O'Cain who said, "they want to see results." You mentioned you have significant dollars budgeted this year for infrastructure that haven't been spent. Your directness on requesting to get the roads project in motion immediately following the work on the culverts is exactly what the town wants to hear. Let's spend the money you've set aside and continue with the plan Will laid out a couple months ago. On the back of this, as was mentioned by multiple council persons, please continue to communicate the status.

A couple items mostly unrelated to the budget:

1. AT&T. I know you have to be careful about directing their plan. If it helps at all, we are VERY interested in getting their fiber at the Inn. We would certainly expect to pay for business-class service vs. residential and it may reflect a little higher density for them than just treating us as another residential address.
2. Website Update: My first 10 years in IT was as a web developer. I've worked on a wide range of websites from small business up to the Smithsonian Institute, Texas Instruments, AT&T, as well as many others. If I can provide any guidance reviewing the proposals you have received or talking through expectations on updating your site, I'd be happy to. I could work with someone offline, or with one of your administrative staff as well.

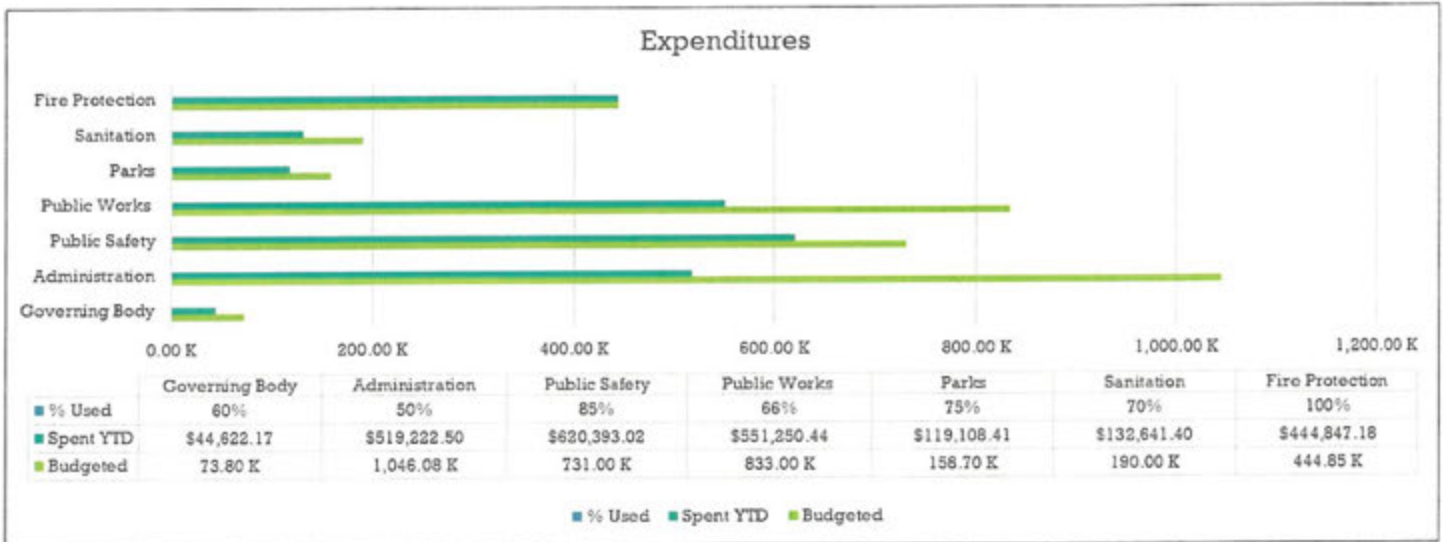
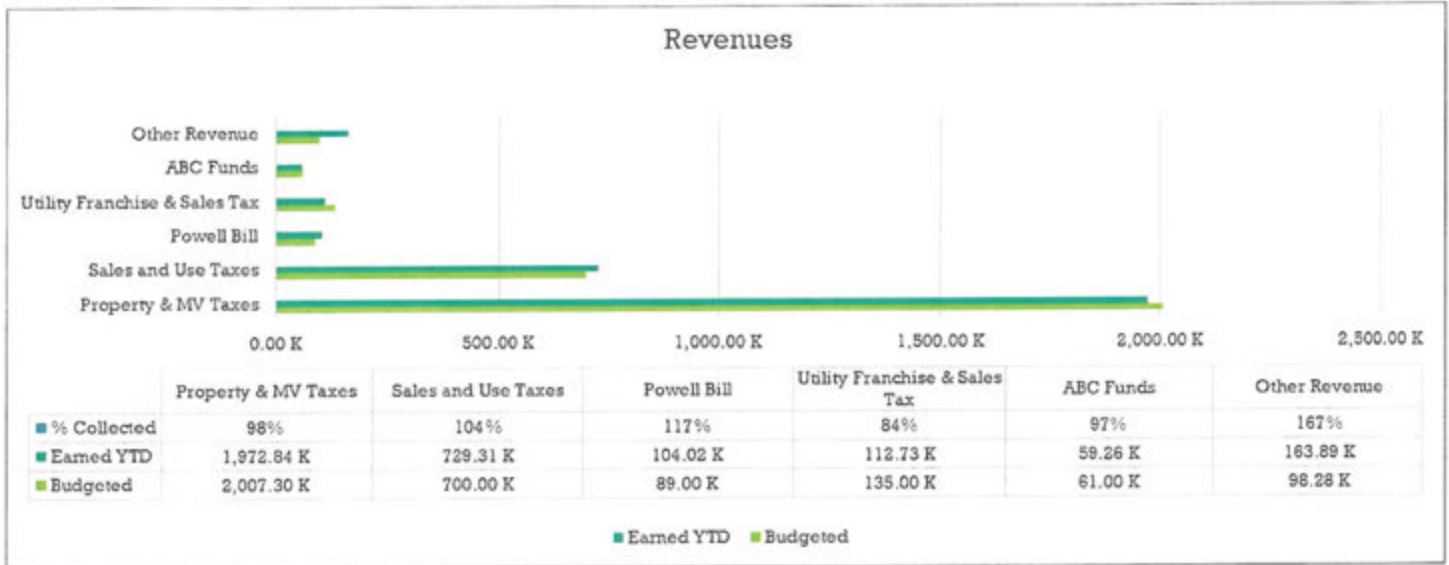
I apologize for how long this email got. I don't expect a reply and genuinely won't be offended if nothing here is used. If I can help in any way, great. If not, I'm still grateful to be a part of this wonderful community.

In all sincerity.

Travis Bonnema



April Monthly Report



Tax Collector's Report (April 30, 2023)-

For prior year taxes, a total of \$29,805.30 remains outstanding. The Town received \$1,466.24 from Henderson County for property taxes collected for August and a total of \$1,850,495.72 since the 2022 bills were mailed. The 2022 tax levy is \$1,867,476.40. The Town currently has a collection rate of 99.441%.



Planning & Zoning

Status of Single Family Residential Dwellings (SFRD)

PERMIT #	ADDRESS/LOT #/ZONE	OWNER/BUILDER	STATUS
2021-13	3149 LP Hwy	Sigfrid Della Valle	NC
2021-19	212 Beechwood	Jennifer Yost	UC
2021-40	276 Roberts Dr.	Chris Miller	NC
2022-23	74 Indian Woods Trl	Jon Skillman	UC
2022-31	10 Fawn Turn Ln	Sigfrid Della Valle	UC
2022-38	209 Ficker Cir.	Sarah Adams	HCBP
2022-44	945 Somersby Pkwy.	Matt Padula	HCBP
2023-4	PIN# 9558351987/Rowland	Loyd Alexander	LPZCP
2023-5	PIN# 9548467175/Clays Cv.	Josh Youngblood	LPZCP

Status Legend

LPZCP = Laurel Park Zoning Compliance Permit

HCBP = Henderson County Building Permit

UC = Under Construction

NC = Nearly Complete

Monthly Permits Other Than SFRD

Deck	1
Sign	1
Fence	1
Additions or Remodel	1
Accessory Use or Structure	6
Total for April	10

Town of Laurel Park

NATIONAL POLLINATOR WEEK PROCLAMATION 2023

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the Town of Laurel Park manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

WHEREAS, the Town of Laurel Park of Henderson County, North Carolina, USA, provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

NOW, THEREFORE, I, J. Carey O'Cain, Mayor of the Town of Laurel Park, do hereby proclaim the week of June 19-25, 2023, as our municipality's observance of

National Pollinator Week

And, as Laurel Park is an affiliate of Bee City USA®, do urge all citizens to recognize this observance.

In witness whereof, I have hereunto set my hand and caused the seal of Laurel Park, NC, to be affixed this 6th day of May, 2023.

ATTEST:



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



J. Carey O'Cain, Mayor

AT+T Encroachment Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST: Tamara Amin TOWN OF LAUREL PARK
By: Tamara Amin By: Carey O'Carin
Name: Tamara Amin Name: Carey O'Carin
Title: Town Clerk Title: Town Mayor
NORTH CAROLINA
HENDERSON COUNTY

I certify that Tamara Amin, Town Clerk of the Town of Laurel Park, personally appeared before me this day and certified to me under oath or by affirmation that she is not a named party to the foregoing document, has no interest in the transaction, Carey O'Carin signed the foregoing document as a subscribing witness, and either (i) witnessed sign the foregoing document, or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date: May 18, 2023

[Notary's signature as appears on seal]

[Notary's printed name as appears on seal] Heidi Beam

My commission expires: 11-24-2027

[Affix Notary Seal in Space Above]

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

By: [Signature]
Town Finance Director



[SEAL] IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

APPLICANT: AT&T NC

By: Chris Gettys

Name: Chris Gettys

Title: ROW Manager

NORTH CAROLINA

Guilford COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Chris Gettys,
ROW Manager for
AT&T NC

Today's Date: May 19, 2023

Natalie E Feild
[Notary's signature as appears on seal]

Natalie E Feild
-[Notary's printed name as appears on seal]

My commission expires:
03/24/24

NATALIE E FEILD
Notary Public
North Carolina
Guilford County

[Affix Notary Seal in Space Above]

Exhibit A
To
Encroachment Agreement
Site Plan and Location of Encroachments

EFFECTIVE: Immediately

DATE: 9/21/2021

APPROVAL: 
MAYOR


TOWN MANAGER

LAST REVISED: 9/21/2021

The Town shall be named as an additional insured and the statement should read: "Town of Laurel Park is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Only "A" rated insurance companies will be acceptable to the Town. In the event the contractor fails to maintain and keep in force the insurance herein required, the Town reserves the right to cancel and terminate the contract without notice. The policies shall not be canceled without 90 days prior notice to the Town.

[FORM OF ENCROACHMENT AGREEMENT]

Prepared by and Mail after Recording to:
Prince, Youngblood, and Massagee
Re: Sharon Alexander
240 3rd Ave W, Hendersonville, NC
STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

TOWN OF LAUREL PARK
ENCROACHMENT
AGREEMENT

THIS AGREEMENT, being made this 16 day of May, 2023 (Effective Date") by and between Bellsouth Telecommunications LLC dba AT&T North Carolina hereinafter referred to as "Applicant," and the Town of Laurel Park, a North Carolina municipal corporation, hereinafter referred to as the "Town."

Formatted: Underline

WITNESSETH:

THAT WHEREAS, Applicant requests access and permission to construct, install and maintain the following improvements at the following location described within or near the corporate limits of the Town of Laurel Park owned by the Town:

Location: [identify the general location of the Town-owned property] (the "Property").

Improvements: [identify with specificity the improvements to be made] (the "Improvements").

WHEREAS, Applicant will construct, install, and thereafter maintain the aforementioned Improvements within the public rights-of-way ("Encroachments") serving the Town for Applicant's sole interest and convenience and that of current and future residents and property owners of Town; that the Encroachments shall be installed in accordance with the site plan and design documents attached hereto as Exhibit A and incorporated herein by reference as though fully set forth (the "Plans"), and any other such standards or requirements as the Town has required as of the date hereof; and

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the Encroachments upon Town-owned rights-of-way; and

WHEREAS, Applicant has paid to the Town the applicable development fee to partially defray the administrative costs of the Town in processing Applicant's request.

NOW, THEREFORE, in consideration of these promises, the required development fees in hand paid, the receipt and sufficiency of which are hereby acknowledged, and other consideration, Applicant and the Town hereby covenant and agree. Applicant is hereby granted a license to encroach upon the Property by constructing, installing, and thereafter maintaining the Encroachments for its sole interest and convenience and that of current and future residents and property owners in Town; that the Encroachments shall be installed in accordance with Plans and any other such standards or requirements as the Town has required as of the date hereof.

1. Applicant is responsible for any and all expenditures of labor or materials required for the planning, installation, erection, repair, maintenance and removal if ordered by the Town Council, of the above-referenced Encroachments.

2. Applicant is to be fully responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Applicant, its agents or contractors relating to the Encroachment, or any cause of action arising out of the installation, erection, repair, maintenance, location or removal of said Encroachment.

3. Applicant agrees to and does hereby hold the Town, its officers, board members, and employees harmless from any and all liability arising out of such negligence, omission, defect, or other cause of action; that it will defend the Town, its officers, board members, and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, board members, and employees against any and all loss sustained by reasons of such negligence, omission, defect, or other cause of action arising out of the installation, erection, repair, maintenance, location or removal of said Encroachments.

4. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town of Laurel Park
441 White Pine Drive
Laurel Park, NC 28739

To Applicant: AT&T
NC
100 South Eugene
St
Greensboro NC,
27401

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5. In the event there is a dispute between the parties concerning the interpretation of the terms of this Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action related hereto shall be Henderson County Superior Court or the United States District Court for the Western District of North Carolina, Asheville Division.

6. Applicant agrees to abide by all applicable laws, statutes, ordinances and code provisions.

7. This agreement shall not divest the Town of any rights or interest in said right of-way, and for any reason or no reason the Town may terminate this Encroachment Agreement by giving applicant one (1) month's advance written notice of termination. Prior to the termination date, Applicant shall remove or relocate, at its own expense, all or part of the Encroachments as specified by the Town.

8. Without affecting the rights of the Town set forth in Paragraph 8 herein above, the Town further retains the right and privilege to remove or alter the Encroachments whenever an emergency or other situation requires prompt action, and the Town may recover the cost associated with removing or altering the Encroachments from Applicant.

9. Applicant, during the life of this agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$1,000,000.00 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair, removal or visual obstruction of said Encroachments. Applicant shall furnish the Town on the Effective Date and each July of each calendar year while this Encroachment Agreement is effective, without demand, certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Applicant and the Town shall be named as insured parties. In the event of any change in the insurance policy, Applicant shall give the Town thirty (30) days' notice of such change. Should Applicant fail to pay premiums upon said insurance or to perform any of the agreements, terms or conditions herein contained, the Town, at its option, by written notice may declare this agreement cancelled and terminated and all rights acquired hereunder by Applicant shall thereupon terminate. Residential Utility Connections are exempt from this section of the agreement.

10. Applicant, upon completion of the Encroachments, and promptly upon request by the Town, shall submit to the Town as-built drawings of the Encroachments showing the precise location of the Encroachments, and in the case of encroachments for transmission or telecommunications devices, the as-built drawing shall show the locations of all other utilities in the Property.

11. Applicant shall obtain all necessary permits from the Public Works Department of the Town of Laurel Park ("Public Works") prior to installation of the Encroachments.

12. Applicant shall contact "NC 811" seventy-two (72) hours prior to excavation activities within the Property and shall in all cases remain ten feet (10') from existing utilities during any and all activities related to the Encroachments.

13. Applicant agrees to provide written notification to the Public Works at least 48 hours prior to performing any construction relating to the Encroachments that involves the cutting or breaking of any roadway or walkway pavement and shall submit to Public Works an online lane closure form for any such roadway or sidewalk closure prior to any such activity. Construction, installation, and maintenance activities are restricted from blocking or closing a right-of-way at certain times of the day. These activities are prohibited during the following times: 7:00-9:00 am, Monday - Friday; 4:00-6:00pm, Monday - Friday and all other times designated by the Town.

14. To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference

to the subject matter of this Encroachment Agreement. The parties further agree, to the extent permitted by law, to conform with the provisions and intent of the Town of Laurel Park Ordinance. Said provision is hereby incorporated into this Encroachment Agreement for the benefit of the Town and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law.

15. The rights conveyed to Applicant under this Encroachment Agreement shall be personal to the Applicant and non transferable to any other party unless the Town provides its prior written consent thereto. Residential Utility Agreements made under this agreement shall be transferable to future parties in perpetuity.

16. In the case of noncompliance with any term of this Encroachment Agreement by Applicant, the Town reserves the right to stop all work immediately until the Encroachment and all work and disturbances relating thereto have been brought into compliance or removed from the right of way at no cost to the Town.

17. The Town and Applicant agree that this Encroachment Agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the Town unless written waiver is secured by the Applicant from the Town.

18. Site Specific requirements: Applicant shall comply with the following special requirements of the Town:

(The remainder of this page is intentionally left blank. The next two pages are signature pages.)