TOWN OF FLETCHER

PRESTON BLAKELY
MAYOR

MARK E. BIBERDORF
TOWN MANAGER

COUNCIL MEMBERS:
SHEILA FRANKLIN
JIM PLAYER
TREVOR C. LANCE
KEITH REED

Town Council Agenda Review Meeting
July 1, 2024 at 6:00 PM

Call the meeting to order at: 6:00 PM

Moment of Silence:

Pledge of Allegiance:

Public Comments:

"We will strive to uphold each citizen's First Amendment right to free speech. We will ensure a level of civility and decorum. We ask that all speakers be respectful and adhere to the three-minute time limit. Council is not expected to debate/discuss issues during public comment."

Approval of minutes - corrections, additions or deletions

1) Agenda Review Meeting June 3, 2024
2) Regular Meeting June 10, 2024
3) Special Call Meeting June 13, 2024
4) Special Call Meeting June 27, 2024

Council Updates

Consent Agenda

5) Tax refunds/releases
6) Reappointment and charge Tax Collector Cynthia Broome to collect property taxes for 2024-2025 for the Town of Fletcher.
7) Set Public Hearing for the August 12, 2024 meeting to consider possible amendments to Article 12 and 18 of the Fletcher Land Development Code regarding Family Subsivisions.
8) Approval of revised agreement with Fletcher Fire & Rescue

Discussion Items

9) Year-end Tax Collectors Report for the FY 23/24 tax year - Cynthia Broome, Tax Collector.

10) Discussion on potential grant application for the Cane Creek Greenway extension; Rebekah Robinson, Conserving Carolina.

Town Manager Report

Department Reports

11) June Reports

Adjourn

Upcoming Events

Regular Meeting July 8, 2024, at 6:00 pm
Summer Concert July 13, 2024, at 6:00 pm "Tuxedo Junction"
LGCCA Tuesday, July 16, 2024, at 3:00 pm Henderson County Historic Courthouse "City of Hendersonville" hosting
Agenda Review Meeting August 5, 2024, at 6:00 pm
Regular Meeting August 12, 2024, at 6:00 pm
Summer Concert August 17, 2024, at 6:00 pm "Caribbean Cowboys"

"This Institution is an equal opportunity provider."

Town of Fletcher
Town Council Agenda Review Meeting
Minutes
June 3, 2024

Call the meeting to order at: 6:00 PM

Those who were in attendance are as follows:
Mayor Preston Blakely
Mayor Pro-Tem Sheila Franklin
Councilmember Keith Reed
Councilmember Jim Player
Councilmember Trevor Lance
Town Manager Mark Biberdorf
Planning & Zoning Director Eric Rufa

Moment of Silence:

Pledge of Allegiance:

Public Comments:

Lee Black of 340 Howard Gap Road Hendersonville commented on the overgrowth at intersections on Howard Gap Road and turning left out of Kostas Ktichen on Hwy 25 (trees) that is was hard to see oncoming traffic and asked that these be trimmed/cut back.

Approval of minutes - corrections, additions or deletions

Agenda Review Meeting May 6, 2024

Budget Meeting May 9, 2024

Regular Meeting May 13, 2024
No comments were made at this time.

Council Updates

Councilmember Jim Player commented on the recent TAC meeting that he attended, stating that they were reviewing several projects (prioritization/funding) that were to take place over the next 7 years. He also stated that a section of Hwy 25 will be closed that crosses over I26 from June 14 to June 16 so that they can work on the construction of a diverging diamond in that area.

Consent Agenda

Approval of request from BSC Holdings, Inc. to extend conditional zoning approval (CZ-2019-02) for a residential PRD at 150 Cane Creek Road

Amanda Williams of BSC Holdings Inc gave an update on their project and has asked for a time extension to December 31, 2026. She stated that they have spent considerable time working with NCDENR on the requirements in the flood plain and flood way access to the site. The NCDOT required a traffic impact analysis as well. They also have been working with Henderson County for permits and site development.

Discussion Followed:

Council agrees to leave this on the Consent Agenda for next week.

Discussion Items

Public Hearing for discussion and possible approval of amendments to the Fletcher Land Development Code

Planning & Zoning Director Eric Rufa stated that a public hearing is scheduled for next week and if council had any questions that he could answer now before the hearing, he would be glad to.

No comments were made at this time.

Public Hearing on the proposed budget for FY 2024-2025 - Mark Biberdorf, Town Manager.

Town Manager Mark Biberdorf stated that we received the new values from the county on May 21, and they went up slightly from what I presented to you at the budget retreat. From: $1,846,924,506 to $1,852,381,947. With the additional revenue, we have to increase the expenses in the CIP and then there is the fire department. With the additional revenues, the amount from fund balance appropriated came down a little bit.

Contract discussions with Fletcher Fire & Rescue - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf stated that there are 3 sections on the contract that you have been going back and forth with the fireboard on.
(funding support to main fire rating, public access to their board meetings, cost of workers' compensation insurance)

Discussion Followed:

It has been suggested to set up a special call meeting with the fire board to work out some final items on the fire contract and if they are not available for a special call meeting, then Councilmember Lance and Mayor Blakely will reach out to set up a meeting with the whole board to work on the final contract.

Town Manager Report

Retail Strategies has said that they will be coming out to look around the property and that they will be flying in on Wednesday, June 19. I had mentioned that all or some of the council would like to meet them. This would not be like a formal meeting, but if we wanted to have lunch with them and bring lunch in here to whoever would like to join. I will email you another reminder about this.

There have been some noise complaints from The Village of Windstone about Wilsonart and the steam release from the plant. As we know, Wilsonart has been there a long time and has been good neighbors. After talking with the plant manager, they have this muffler system that they put in ten years ago to try and reduce the noise, and they tested it and said that it was working fine.

Discussion Followed:

On the grant application (greenway extension) with Conserving Carolina, Rebekah Robinson has completed and submitted the application ($100,000.00 matching) and we will let you know about that. She will be back at the July meeting to speak about the other grant ($500,000.00 matching).

Department Reports

May Reports

Adjourn
Mayor Blakely asked for a motion to adjourn

Councilmember Trevor Lance motioned to adjourn, and it was seconded by Councilmember Jim Player.

Motion all in favor.

Adjourned at: 6:58 pm

Upcoming Events

Regular Meeting June 10, 2024, at 6:00 pm
Special Call Meeting to close out the budget year?

Agenda Review Meeting July 1, 2024, at 6:00 pm
Regular Meeting July 8, 2024, at 6:00 pm
Summer Concert July 13, 2024, at 6:00 pm "Tuxedo Junction"
LGCCA Tuesday, July 16, 2024, at 3:00 pm Henderson County Historic Courthouse "City of Hendersonville" hosting

Approved.

_____ _____

Date Signed

Town of Fletcher
Town Council Regular Meeting
Minutes
June 10, 2024

Call the meeting to order at: 6:00 PM
Those who were present are as follows:

Mayor Preston Blakely
Councilmember Keith Reed
Councilemember Trevor Lance
Town Manager Mark Bibedorf
Planning & Zoning Director Eric Rufa

Mayor Pro-Tem Sheila Franklin did not attend this meeting
Councilmember Jim Player did not attend this meeting

Moment of Silence:

Mayor Blakley led the group in a moment of silence

Pledge of Allegiance:

Mayor Blakely led the group in the Pledge of Allegiance

Public Comments:

Lee Black of 340 Howard Gap Road Fletcher, thanked the town for taking quick action on cutting back the trees to enhance the sight distance on Hwy 25 and on Howard Gap Road.

Approval of minutes - corrections, additions or deletions

Agenda Review Meeting May 6, 2024

Budget Meeting May 9, 2024

Regular Meeting May 13, 2024

Mayor Blakely asked for a motion to approve the minutes as presented.

Councilmember Keith Reed motioned to approve the minutes, and it was seconded by Councilmember Trevor Lance

Motion all in favor.

Council Updates

Consent Agenda

Approval of request from BSC Holdings, Inc. to extend conditional zoning approval (CZ-2019-02) for a residential PRD at 150 Cane Creek Road

Mayor Blakely asked for a motion to approve the consent agenda as presented

Councilmember Trevor Lance motioned to approve the consent agenda, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Discussion Items

Public Hearing for discussion and possible approval of amendments to the Fletcher Land Development Code

Planning & Zoning Director Eric Rufa gave a summary of the proposed changes to the Land Development Code.

Mayor Blakely asked if there were any questions from council about these proposed changes.

Mayor Blakely asked for a motion to go into Public Hearing for the proposed amendments to the Fletcher Land Development Code.

Councilmember Keith Reed motioned to go into Public Hearing, and it was seconded by Councilmember Trevor Lance.

Motion all in favor.

Mayor Blakely asked if anyone wished to speak during the public hearing.

No comments were made at this time.

Mayor Blakely asked for a motion to close the Public Hearing

Councilmember Trevor Lance motioned to come out of the public hearing, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Mayor Blakely asked for a motion to approve the amendments to the Fletcher Land Development Code.

Councilmember Keith Reed motioned to approve the amendment, and it was seconded by Councilmember Trevor Lance.

Motion all in favor.

Public Hearing on the proposed budget for FY 2024-2025 - Mark Biberdorf, Town Manager.

Town Manager Mark Biberdorf gave a PowerPoint presentation of the proposed budget for the 2024/2025 fiscal year.

Mayor Blakely asked for a motion to go into public hearing

Councilmember Trevor Lance motioned to go into public hearing, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Mayor Blakely asked if anyone wanted to speak during the public hearing.

No one had any comments at this time.

Mayor Blakely asked for a motion to close the public hearing.

Councilmember Keith Reed motioned to close the public hearing, and it was seconded by Councilmember Trevor Lance.

Motion all in favor.

Mayor Blakely asked for a motion to approve budget ordinance # 0-24-04

Councilmember Trevor Lance motioned to approve the budget ordinance, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Contract discussions with Fletcher Fire & Rescue - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf stated that we would meet here in the council room (Thursday, June 13 at 2:00 pm) and we are going to set up here in the council room. We will have tables put out front here. I will have a copy of the last version of the contract that they sent to you and your response back for everyone to view.

Town Manager Report

On our upcoming field visit with retail strategies, they will be here on June 19. They are flying in around noon and by the time they get a rental car they should be here around 1:30. This is just an informal meeting to get to know them and get some ideas.

On the noise complaint issues with Wilsonart, we had some dialog with the plant manager, and they went out and did a decibel reading, and they were not at high levels near the plant. They also mentioned the county noise ordinance and that they are within the limits, and they also said their muffler system (softens the noise) is operating properly as well.

Conserving Carolina has submitted the application for the Connecting Communities through state trails grant for the greenway extension from Hwy 25 to the Charlie Owen property. Rebekah Robinison will be back in July to discuss the next grant.

Mayor Blakely asked Town Manager Mark Biberdorf if we would have a special call meeting at the end of the month to close out the budget year.

Town Manager Mark Biberdorf stated that yes, and he would get some possible dates together to see what would work for council on this.

Department Reports

May Reports

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Trevor Lance motioned to adjourn, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Adjourned at: 6:42 pm

Upcoming Events

Special Call Meeting to close out the budget year?
Agenda Review Meeting July 1, 2024, at 6:00 pm
Regular Meeting July 8, 2024, at 6:00 pm
Summer Concert July 13, 2024, at 6:00 pm "Tuxedo Junction"
LGCCA Tuesday, July 16, 2024, at 3:00 pm Henderson County Historic Courthouse "City of Hendersonville" hosting

Approved.

_____ _____

Date Signed

Town of Fletcher
Town Council Special Call Meeting
Minutes
June 13, 2024

Call the meeting to order at: 2:00 PM

Those who were in attendance are as follows:
Mayor Preston Blakely
Councilmember Trevor Lance
Council member Keith Reed
Mayor Pro-Tem Sheila Franklin
William "Billy" Wilson
Hugh Clark
James Bruggerman
Jacques Fogel
Angelic Cannon
Tim Hinman
Terry Bagwell
Town Manager Mark Biberdorf

Councilmember Jim Player did not attend this meeting.

Discussion Items

The purpose of this meeting was to review the proposed contract with the Fletcher Fire & Rescue and to come to an agreement on several items that the Fletcher Fire & Rescue Board had some concerns about.

(Note: see information on agenda dated June 10, 2024, item #5)

Discussion Followed:

Adjourn

Mayor Blakely asked for a motion to adjourn

Mayor Pro-Tem Sheila Franklin motioned to adjourn, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Adjourned: 2:18 pm

Approved.

_____ _____
Date Signed

Town of Fletcher
Town Council Special Call Meeting
Minutes
June 27, 2024

Call the meeting to order at: 4:00 PM

Mayor Preston Blakley
Mayor Pro-Tem Sheila Franklin
Councilmember Trevor Lance
Councilmember Jim Player
Town Manager Mark Biberdorf
Assistant Town Manager Heather Taylor

Councilmember Keith Reed did not attend this meeting.

Discussion Items

Approval of funds to be reserved from FY 24 to the Park Development Fund Balance.

Assistant Town Manager Heather Taylor went over the monies received this fiscal year and asked for approval from council to reserve these funds into the future Park Development Fund.

Mayor Blakely asked for a motion to approve these funds into the Park Development fund.

Councilmember Jim Player said that he would make that motion, and it was seconded by Mayor Pro-Tem Sheila Franklin.

Motion all in favor.

Approval of funds collected for fee in lieu of sidewalks to be committed to the sidewalks/greenways fund balance.

Assistant Town Manager Heather Taylor went over the monies received from SHEETZ, INC for the fee in lieu of sidewalks and asked that council approve these funds to be committed to the sidewalk/greenways fund balance.

Discussion Followed:

Mayor Blakely asked for a motion to approve these funds to be committed to the sidewalk/greenways fund balance.

Councilmember Trevor Lance stated that he would make that motion, and it was seconded by Councilmember Jim Player.

Motion all in favor.

Adjourn
Mayor Blakely asked for a motion to adjourn

Councilmember Jim Player stated that he would make that motion, and it was seconded by Councilmember Trevor Lance.

Motion all in favor.

Approved.

Date	Signed

TOWN OF FLETCHER

Tax Collectors Office
300 Old Cane Creek Road
Fletcher, NC 28732
(828) 687-3985

JUNE **2024** Releases /Refunds

Release Year	Refund #	Name	Reason	Amount	Real Value	Personal Value	Parcel/ Roll #
2023	1	SOUTHERN CONCRETE MATERIALS	HENDERSON COUNTY CLERICAL ERROR	$9,220.94			P-000 389816
	Total to be refunded for June			$9,220.94			
		Town Council meeting:					

TOWN OF FLETCHER

TAX COLLECTOR'S OFFICE
300 OLD CANE CREEK ROAD
Fletcher, NC 28732
(828)687-3985

Cynthia J. Broome, CTC
Tax Collector

State of North Carolina
County of Henderson

To Cynthia J. Broome, Tax Collector of the Town of Fletcher

You are hereby authorized, empowered, and commanded to collect the 2024 taxes set forth in the tax records filed in the office of Fletcher Town Hall and in the tax, receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Fletcher, and this Order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 8th day of July 2024.

_____
Mayor, Preston Blakely
Town of Fletcher
Henderson County

Attest:

_____
Town Clerk, Christine Thompson

MEMORANDUM

TO: Mayor & Town Council

FROM: Eric Rufa, Planning & Zon Dir

COPY TO: Mark Biberdorf, Town Manager

DATE: 6/24/2024

SUBJECT: Set Public Hearing for the August 12, 2024 meeting to consider possible amendments to Article 12 and 18 of the Fletcher Land Development Code regarding Family Subsivisions.

Background:

To follow up on recent discussions before Council, staff held discussions with the Planning Board at the June 18, 2024 meeting about potential amendments to the LDC about "Family Subdivisions". There was general consensus about adding back the definition of "Family Subdivision" as well as some exceptions for family subdivisions in the LDC section pertaining to lot access. This would largely involve allowing the opportunity to allow a parcel to be subdivided off a parent parcel without requiring a road to be constructed, and allowing greater flexibility for parcels under same family ownership to be accessed via a private driveway and/or be landlocked.

Recommendation:

Planning Board made recommendation that Council approve the draft language as shown in the attachment. Staff is requesting Council set public hearing on the matter for their August 12, 2024 meeting.

Attachments:

1. LDCAmends_family subdiv drafts

Article 12. INFRASTRUCTURE IMPROVEMENT REQUIREMENTS

12.1 General Provisions

It is hereby declared to be the policy of the Town of Fletcher that the subdivision and development of land shall be guided and regulated in such a manner as to meet the following requirements for orderly and harmonious growth:

A. Land to be subdivided shall be of such character that it can be used safely without danger to health, or peril from fire, flood, erosion, excessive noise, air and/or water pollution, or other menace. Proper provisions shall be made for drainage, water supply, sewerage, and other appropriate utility services.

B. The proposed streets shall provide a safe, convenient and functional system for vehicular circulation and shall be properly related to the land use plan of the area. Streets shall be of such width, grade, and location as to accommodate prospective traffic, as determined by existing and probable future land uses. Streets shall be detailed to compliment neighborhoods and commercial centers and shall be pedestrian in scale.

C. Buildings, lots, blocks, and streets shall be so arranged as to afford adequate light, view, and air, and to facilitate fire protection.

D. Land shall be subdivided and developed with due regard to topography so that the natural beauty of the land and vegetation shall be protected and enhanced.

12.2 Required Improvements for all Development Plans

A. Water Supply Distribution and Fire Hydrants

B. Sanitary Sewer

C. Public Streets (Paved) and other Public Rights-of-Way

D. Utility Easements

E. Sidewalks

F. Curb and Gutter

G. Street Lights

H. Underground Wiring

I. Dedicated Open Space

J. Landscaping

K. Storm Drainage Systems

12.3 Access to Subdivided Lots

A. All lots shall front upon a street built in accordance with this Article~~.~~, except in instances where a family subdivision (as defined in Article 18) is permitted.

B. Landlocked lots shall be prohibited; however, rear lots may be created if access to the public street is provided in the form of a flag strip of land with a minimum width of 25 feet and a maximum length of 250 feet~~.~~, or in instances where Family Subdivision is permitted (as defined in Article 18).

C. Within any subdivision, no driveway shall be allowed to provide access to more than two (2) lots~~.~~ , except in Family Subdivisions (as defined in Article 18).

D. In a Minor Subdivision (as defined in Article 18), access to newly-created lots shall be provided as follows:

- 2-lot subdivision: access may be provided by:
  - via direct access to a street, or
  - via a shared driveway (see Section 12.3 C above)

- 3- or 4-lot subdivision (including the resulting parent parcel): access may be provided by:
  - direct access to a street, or
  - via two (2) shared driveways, or
  - via a private Residential Local Road constructed in accordance with the design and construction standards of the most current NCDOT "Subdivision Roads-Minimum Construction Standards" Manual (except that no sidewalk, curbs, gutters, street lights, or landscaping shall be required)
  - by a privately deeded/platted right of way or easement in instances where Family Subdivision (as defined in Article 18) is permitted.

E. In a Major Subdivision or Planned Residential Development, access shall be provided by a street system constructed in accordance with the provisions of Article 12.5

12.4 Street/Driveway Design – General Provisions

The Town views streets as the most important public space and therefore, in an effort to protect this investment, has developed a set of principles which permit this space to be used by both motorized vehicles, non-motorized vehicles (bicycles), and pedestrians.

A. All streets shall be constructed in accordance with the design and construction standards of the most current NCDOT "Subdivision Roads-Minimum Construction Standards" Manual and shall permit public access whether by easement or by public dedication. Alternative street design and construction standards may be submitted to the Administrator for review by the Town's consulting engineer for approval. Such alternative designs are subject to approval by the final approving body.

B. All streets and driveways shall adhere to the most current NCDOT "Policy on Street and Driveway Access to North Carolina Highways" when a proposed street or private driveway connects into the State Highway System or the Town-maintained Road System. Alternatives may be submitted to the Administrator for review by the Town's consulting engineer for approval. Such alternatives are subject to approval by the final approving body.

C. Wherever possible, street locations should account for difficult topographical conditions, paralleling excessive contours to avoid excessive cuts and fills and the destruction of significant trees and vegetation outside of street-rights-of way on adjacent lands.

D. The use of traffic calming devices such as raised intersections, landscaping bulb-outs, and traffic circles are encouraged as alternatives to conventional traffic control measures.

Encroachments: Any portion of a structure or appurtenance extending beyond a designated zoning setback, easement, property line, or public right-of-way. Also includes developments or advancement of use into a floodplain, which may impede or alter the flow capacity of a floodplain.

Entrance, Primary: The principal, functional doorway for public or direct-entry access into a building.

Environmentally Sensitive Area: An area with one or more of the following environmental characteristics: steep slopes, flood plain, soils classified as having high water tables, soils classified as highly erodible, subject to erosion, or highly acidic, land incapable of meeting percolation requirements, stream corridors, mature stands of native vegetation, springs or aquifer recharge and discharge areas, wetlands and wetland transition areas, or habitats of endangered species.

Existing Development: Structures, buildings, site specific plan or other projects that are completely built or that at a minimum have established a vested right as of the effective date of this Code based on at least one of the following being satisfactorily proven to the Planning Department for the specific development in question:

(1) Substantial expenditures of resources (time, labor, money) based on a good faith reliance upon having received a valid local government approval to proceed with the development, or

(2) Having an outstanding valid building permit as authorized by the General Statutes (G.S. 153A-344.1 and G.S. 160D-108), or

(3) Having an approved site specific or phased development plan as authorized by the General Statutes (G.S. 153A-344.1 and G.S. 160D-108).

Existing Construction/Structure: For the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as "existing structures."

Existing Lot (Lot of Record): A lot which is part of a subdivision, a plat of which has been recorded in the Office of the Register of Deeds prior to the adoption of this Code, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of the Land Development Code.

Expansion: An increase in the size of an existing structure or use, including physical size of the property, building, parking, and other improvements or structures.

Extraterritorial Jurisdiction (ETJ): The area outside municipal limits where the Town of Fletcher exercises planning, zoning, and subdivision powers.

F

FAA: The Federal Aviation Administration.

Façade: The vertical surface of a building which is set along a frontage line. The elevation of a facade is the vertical surface area. Facades are subject to visual definition by building height, setback lines, recess lines (a line prescribed for the full width of the facade above which the facade sets back, the location of which is determined by the desired height to width ratio of the enfronting space or by a desired compatibility with existing buildings), and transition lines (a line prescribed for the full width of the facade expressed by a variation of material or by a limited projection such as a cornice or balcony).

Family: An individual, or two or more persons related by blood, marriage, or adoption living together as a single housekeeping unit; or a group of not more than five persons not related by blood, marriage, or adoption living together as a single housekeeping unit, as in a group home.

Family Care Home (6 or fewer residents): A home with support and supervisory personnel that provides room and board, personal care and rehabilitation services in a family environment for not more than six resident handicapped persons. *(NCGS 160D-907)*

Family Subdivision: a division of a tract of land to convey the resulting parcels, with the exception of parcels retained by the grantor, to a relative or relatives.

Farm, Bona Fide: The raising of crops or livestock, including orchards, vineyards, or nurseries, along with any buildings or structures necessary to conduct such activities. Agricultural activities as set forth in G.S. 160D-903.

MEMORANDUM

TO:

FROM:

COPY TO:

DATE:

SUBJECT: Approval of revised agreement with Fletcher Fire & Rescue

Background:

Recommendation:

Attachments:

1. Memo to Council - Approval of Revised Agreement with Fletcher Fire & Rescue
2. Fletcher Fire & Rescue and Town of Fletcher Updated Agreeement - June 13, 2024

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager

DATE: June 27, 2024

SUBJECT: Approval of Revised Agreement with Fletcher Fire & Rescue

Attached for Council's formal approval is the revised agreement with Fletcher Fire & Rescue. This updated version was agreed to by general consent at the special called meeting on June 13. It however was not formally voted on by Council at that time. It is staff's recommendation that the agreement be formally voted on by Council.

If you should have any questions regarding this item prior to the Agenda Review meeting, please feel free to contact me.

MEB/meb

Attachment

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AGREEMENT

THIS AGREEMENT, made and entered into this the first day of July 2024 by and between the TOWN OF FLETCHER, a municipal corporation created by enactment of the General Assembly of North Carolina in 1989, herein after referred to as the "Town" and FLETCHER FIRE AND RESCUE DEPARTMENT, INC. a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Fire Department",

WITNESSETH:

The Town agrees to pay for fire protection and emergency medical service at the basic EMT level to be provided by the Fire Department and the Fire Department agrees to furnish to the Town fire protection and EMT level service of all properties lying in the municipal fire district (hereinafter also referred to as "territory"), upon the following terms and conditions:

1. This Agreement shall be valid for a term of three (3) years, beginning the date of this agreement, and may be extended for an additional term of the same number of years upon written consent of both the Town and Fire Department.

2. The Town shall pay to the Fire Department a contracted sum which is to be as determined annually by the Fletcher Town Council. The Fire Department may request additional funding beyond the contracted sum. However, such requests shall be negotiated prior to the Town's annual budget adoption. The Town shall pay one twelfth of the contracted sum on or before the fifteenth (15) day of each month. The June payment shall include all the remaining monies due to June 30 of each contract year.

3. The Fire Department shall provide fire and emergency medical service at the basic EMT level annually. No other contracts shall hereafter be agreed upon for fire protection and basic EMT level of services within the municipal fire district without notifying and negotiating with the Fletcher Fire and Rescue Department. Written notice of termination by either party shall not be less than one (1) year prior to the end of the current contract. The written notification shall show just cause for the termination.

The Fire Department shall strive to obtain and keep in proper repair all necessary equipment and associated trained and qualified firefighters as may be required to

maintain; the Fire Department's minimum staffing policy and current fire rating or better for the territory covered by the Fire Department.

4. The Town may appoint a qualified Town Employee or CPA firm representative to inspect all books and accounts for the Fire Department at any time with prior notice during normal business hours Monday thru Friday of each week. It is further agreed that the Fire Department will present the Town with an annual audit and accompanying management letter prepared by a CPA which shall be in conformity with generally accepted accounting principles. (GAAP). Audit shall be turned into the Town Manager by December 31 of each year.

In event that the audit or management letter reveals a reportable and/or material issue(s) regarding compliance with generally accepted accounting principles, the Fire Department shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each issue and shall provide quarterly periodic reports to the Town on progress made in resolution of each issue.

Should the Fire Department fail to submit its audit report to the Town by the designated time, the Town may suspend all funds immediately until the audit is delivered as set forth above. The Fire Department may request, and the Town may approve, a reasonable submittal extension if the Fire Department is unable to deliver the audit for reasons beyond the control of the Fire Department or the Fire Department's auditor.

5. The Fire Department and the Town agree the public may request access to a regularly scheduled monthly Board of Directors meeting to:

A. Present concerns, complaints, or compliments that they feel are necessary for the Fire Department to hear and/or be made aware of.

B. The request must be made a minimum of three days prior to the scheduled meeting and must state the nature of the item(s) to be presented, and the approximate time required to be included on the agenda for the presentation to be made.

6. The Fire Department shall present to the Town during the month of March of each contract year a proposed "Draft" budget for the provision of fire and EMT medical services in the Town, and is presumed to be preliminary with the understandings, that it may require modification prior to final adoptions. It is understood that the final adopted budget may not be adopted until the third week of June annually.

7. The Fire Department shall use the Town's funds subject to this Agreement in accordance with the adopted "Annual Fire Department Budget" apart from future budget amendments approved by the Board of Directors.

a. The Fire Department agrees to utilize and follow their purchasing policy set by the Fire Department.

b. The Fire Department and the Town agree that, in the event of a bona fide emergency, the Fire Department may proceed with emergency purchases without seeking formal or informal bids as described herein.

8. Because of the Fire Department's reliance on public funds for its operations, the public has a continuing interest in the Fire Department's current Fund Balance and Reserves. The Board of Directors shall establish a Fund Balance Policy, which will be reviewed and adjusted annually as needed to comply with the current Fund Balance Policy. Specific balances of individual funds shall be as determined by review and a needs assessment annually by the Board of Directors

9. If the Town determines that the Fire Department has failed to render the fire protection or other emergency services to the district as provided in this agreement (e.g. emergency calls unanswered), then the Town shall give the Fire Department ninety (90) days advance written notice that the funds allocated are subject to suspension. If during the said ninety (90) day period, the Fire Department makes improvements satisfactory to the Town, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of their responsibility to provide fire protection and other emergency services in a manner otherwise consistent with the terms of this agreement.

10. In the event that the Fire Department's Board of Directors determines that the Fire Department is unable to reliably deliver the services described herein, for any reason or no reason, the Fire Department's Board of Directors shall immediately so notify the Town, at which time the Town is authorized to use such Fire Department facility and equipment located at 49 East Fanning Bridge as are necessary to maintain the delivery of fire and other emergency services in the district.

11. In the event of a liquidation or dissolution of the Fire Department pursuant to cessation of services or action by the Fire Department's Board of Directors, all equipment, assets and real property owned by the Fire Department located at 49 East Fanning Bridge, shall be assigned or transferred by actions of the Board of Directors in accordance with current NC State Statutes for nonprofit organizations.

12. The Fire Department shall continuously comply with its Corporation By-Laws set by their Board of Directors. The Fire Department shall comply with the requirements of the Office of State Fire Marshal as well as provisions of Department of Insurance, as some may be updated, amended, or replaced from time to time. Cases in which the Fire Department loses or receives a reduced rating will be examined by the Town and County Department of Emergency Services.

13. If for any reason the current insurance rating is revoked by the North Carolina Fire Insurance Rating Bureau, the Fletcher Town Council shall review the reasoning for such revocation. If it is found; that the actions of or lack of actions by the Fire

Department was solely responsible for the rating reduction, the Town Council shall give the Fire Department one (1) year to reinstate the current rating.

14. The Fire Department shall be an independent contractor in performing its functions under this contract. The Fire Department shall take all actions as required to maintain its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes.

15. The Fire Department shall always maintain and keep in full force and effect during this contract or any extension hereof; adequate liability insurance on all of its buildings, apparatus, and equipment.

16. The Town shall be free from all liabilities incurred in connection with the functioning of the Fire Department in any manner. The Town shall be free from all claims and liabilities for any damages, injuries, or accidents resulting from the execution of the Fire Department of its duties.

17. It is understood and agreed by the parties hereto that in the event any provision of this contract is determined by a court of competent jurisdiction to be invalid, such jurisdiction shall not be deemed to render other provisions hereof invalid and this contract shall otherwise continue in full force and effect.

18. The Fire Department shall appoint the Fire Chief for the fire district. Henderson County shall appoint a Fire Marshall who is responsible for all fire inspections within the municipal limits. If the Fire Chief is replaced during this contract, a new fire chief shall be appointed by the Fire Department.

19. The Town shall appoint a representative to serve as a liaison representative between the Town and the Fire Department.

20. The Fire Department will maintain a minimum of four (4) Town residents on its Board of Directors. The Town will be notified of vacancies of the Board of Directors and the Fire Department will entertain applications or recommendations from the Town of individuals interested in serving on the Board.

21. If for any reason there is an impasse in the interpretation of this contract between the Town and the Fire Department both parties agree to have a qualified impartial mediator to help solve the impasse.

22. All Directors shall be appointed and elected by the current seated Directors of the corporation as per the original "Articles of Incorporation".

23. This contract shall become null and void, if for any reason, Fletcher Fire & Rescue Station 1 located at 49 East Fanning Bridge is re-located outside the boundaries of the town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the day and year first above written.

TOWN OF FLETCHER

BY: _____

Preston Blakely – Mayor

BY: _____

Sheila Franklin - Mayor Pro-Tem

FLETCHER FIRE AND RESCUE DEPT., INC

OFFICERS

BY: _____

William Wilson, President

BY: _____

Vacant, Vice President

BY: _____

Jacques Fogel, Secretary

BY: _____

Hugh Clark, Treasurer

MEMORANDUM

TO:

FROM:

COPY TO:

DATE:

SUBJECT: Year-end Tax Collectors Report for the FY 23/24 tax year - Cynthia Broome, Tax Collector.

Background:

Recommendation:

Attachments:
None

MEMORANDUM

TO:

FROM:

COPY TO:

DATE:

SUBJECT: Discussion on potential grant application for the Cane Creek Greenway extension; Rebekah Robinson, Conserving Carolina.

Background:

Recommendation:

Attachments:

1. Great Trails State Grant.pdf item #5
2. Cane Creek Greenway Study item #5a
3. Cane Creek Costs updated April 2022.pdf item 5b
4. Memo to Council - GTSP Grant Application and Presentation by Conserving Carolina

One-time grant opportunity to expand Cane Creek Greenway

	Great Trails State Grant https://www.ncparks.gov/about-us/grants/great-trails-state-program
Application Deadline	September 3, 2024
Award Notifications	Early 2025
Award Amount	Between $100,000 and $500,000*
Match Required	1:1 or 50%
Eligible Applicants	Municipalities, counties, nonprofits, regional council of government
Eligible Projects	Any trail (planning, design, land acquisition, construction, trail amenities, maintenance)
Funds Available	$25,000,000

* $100,000 minimum for planning, design, land acquisition for all trails and for construction of natural surface trails, $250,000 minimum for maintenance of paved trail, and $300,000 minimum for construction of paved trails

The Cane Creek Greenway

Feasibility Study 2018

The Cane Creek Greenway Feasibility Study

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Chapter 2: Preferred Alignment and Corridor Design 10

Chapter 3: Cost Estimates 15

Appendix A: DOT Correspondence 18

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This project was completed by:

EQUINOX

balance through proper planning

Est. 1989

TRAFFIC PLANNING AND DESIGN, INC.

Executive Summary

The Vision

The Cane Creek Greenway, currently a 3.1-mile existing greenway in Fletcher, North Carolina, is envisioned to extend to the French Broad River and the proposed Oklawaha Greenway. This connection would get users to two county-owned parks and the Sierra Nevada Brewery. Both Henderson and Buncombe Counties have long-term plans to tie into this hub of greenway connections. This will put Fletcher residents at the heart of a greenway spine that would allow regional commuting via greenway, and connect Fletcher residents to a much greater area.

While the regional greenway connections will be a long-term effort, the Town of Fletcher is looking to immediately extend the greenway west to the town-owned land proposed as the 'Future Fletcher Park', just west of Hendersonville Road. The map seen on this page shows the study area for this plan. The new greenway extension to the west is proposed to be around 1.3 miles. The proposed greenway would connect to informal creek access and a loop trail within the proposed park property.

The Challenges

The proposed Cane Creek extension is constrained by with several conditions that will have a direct bearing on cost. These conditions include the crossing of Howard Gap Road, the crossing of Blue Ridge Southern Railroad and Hendersonville Road (US 25), and environmental conditions including Cane Creek's floodway, streams, and the crossing of Cane Creek. Several routes were determined, but the preferred alignment was selected\ based on safety, critical site constraints, and user experience. this preferred alignment was directed by feedback from both the North Carolina Department of Transportation and Blue Ridge Southern Railroad.

Retail shops, restaurants, accommodations, and other industries in local and regional economies can experience notable economic benefits when in proximity to shared use paths (greenways).

- Evaluating the Economic Impact of Shared Use Paths in NC, 2018

The Benefits

Greenways have proven to improve the health of communities, have incentivized economic development (like new commercial business, business relocations, business retention, etc.) and improved property value within a quarter-mile walking distance of a greenway. It has also been shown that the longer distance a greenway is, the more attractiveness it has for business recruitment, use by visitors who will spend local dollars, and use by residents. The proposed Cane Creek greenway will pass just south of downtown Fletcher, linking residential areas to future park amenities. This proximity to local amenities increases the likelihood of Fletcher's ability to reap these known greenway benefits.

Studies of the impacts of greenways have not only shown positive growth in economic expenditures, but have also identified reductions in travel costs, vehicular collision costs, and roadway maintenance costs. Beyond the economic benefits, there are also documented health and environmental impacts, such as reductions in emissions.

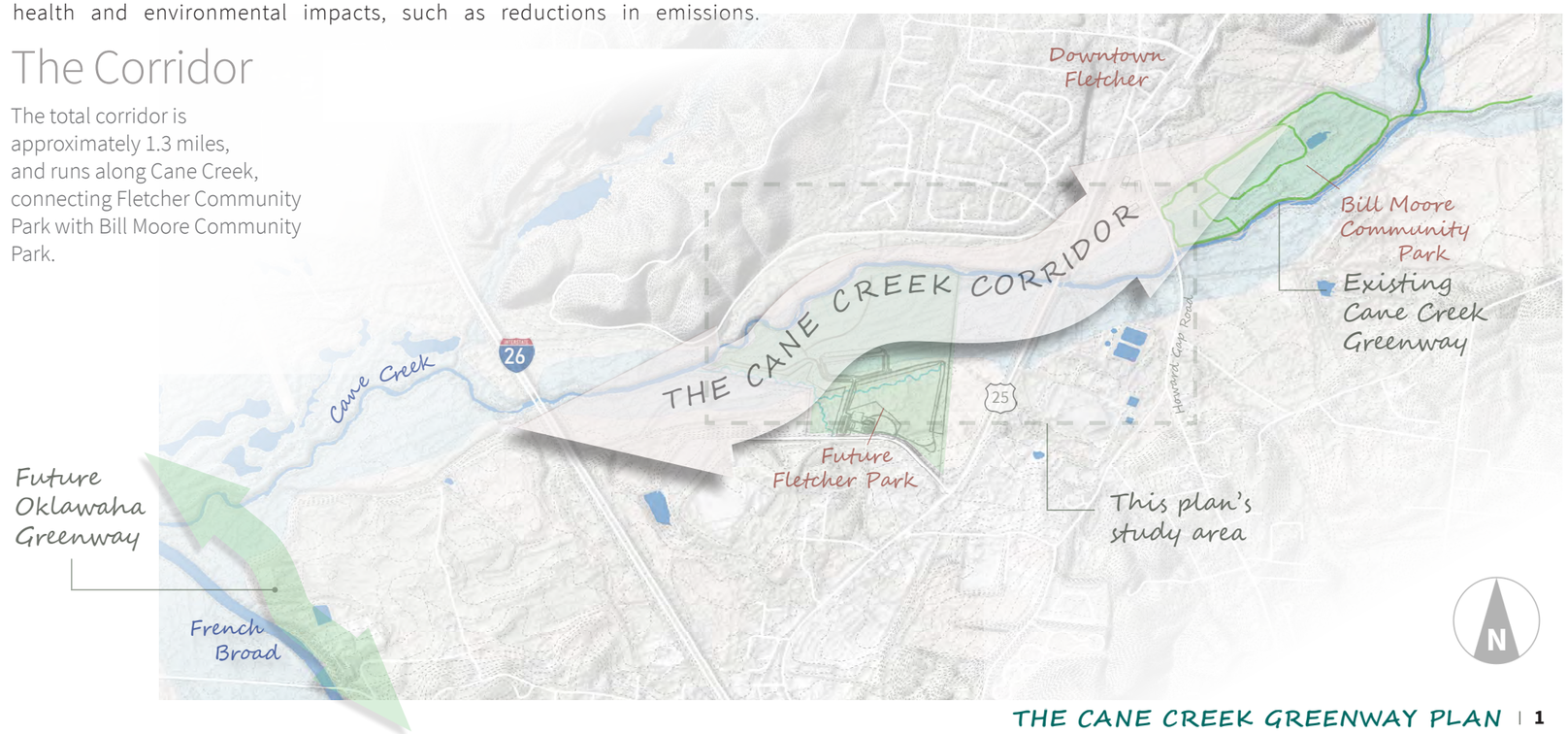
An Example of Local Economic Impact of Greenways

A recent study (*Evaluating the Economic Impact of Shared Use Paths in NC, 2018*) shows that Brevard's greenway has over **76,000 trips annually** made by bicyclists and pedestrians which were estimated to contribute to the following economic activity in North Carolina on an annual basis:

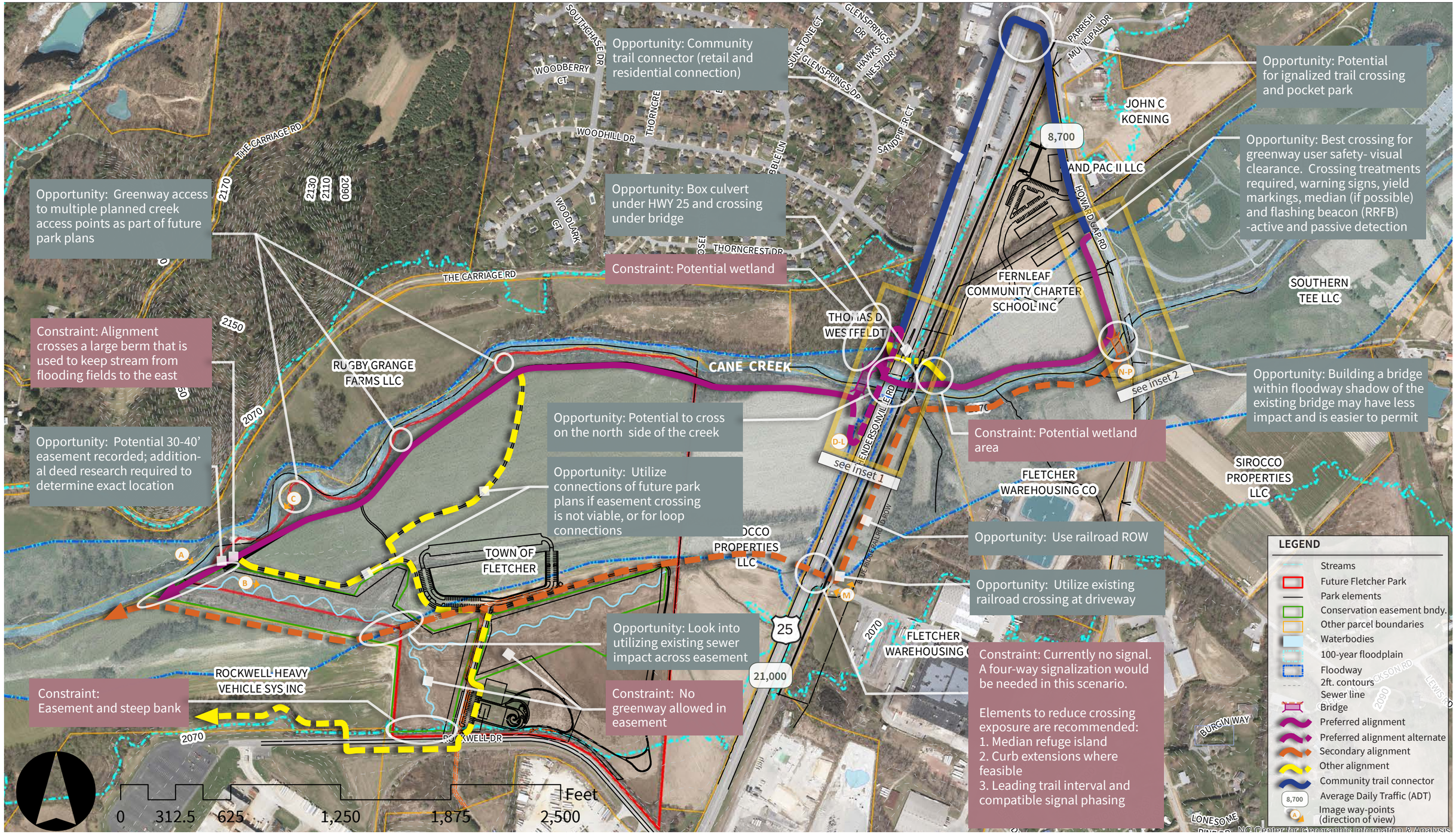
- **$1,566,000 generated in business output** (sales revenue)
- **21 jobs supported through trail user expenditures**
- **Direct earnings supported in labor income: $380,000**

The Corridor

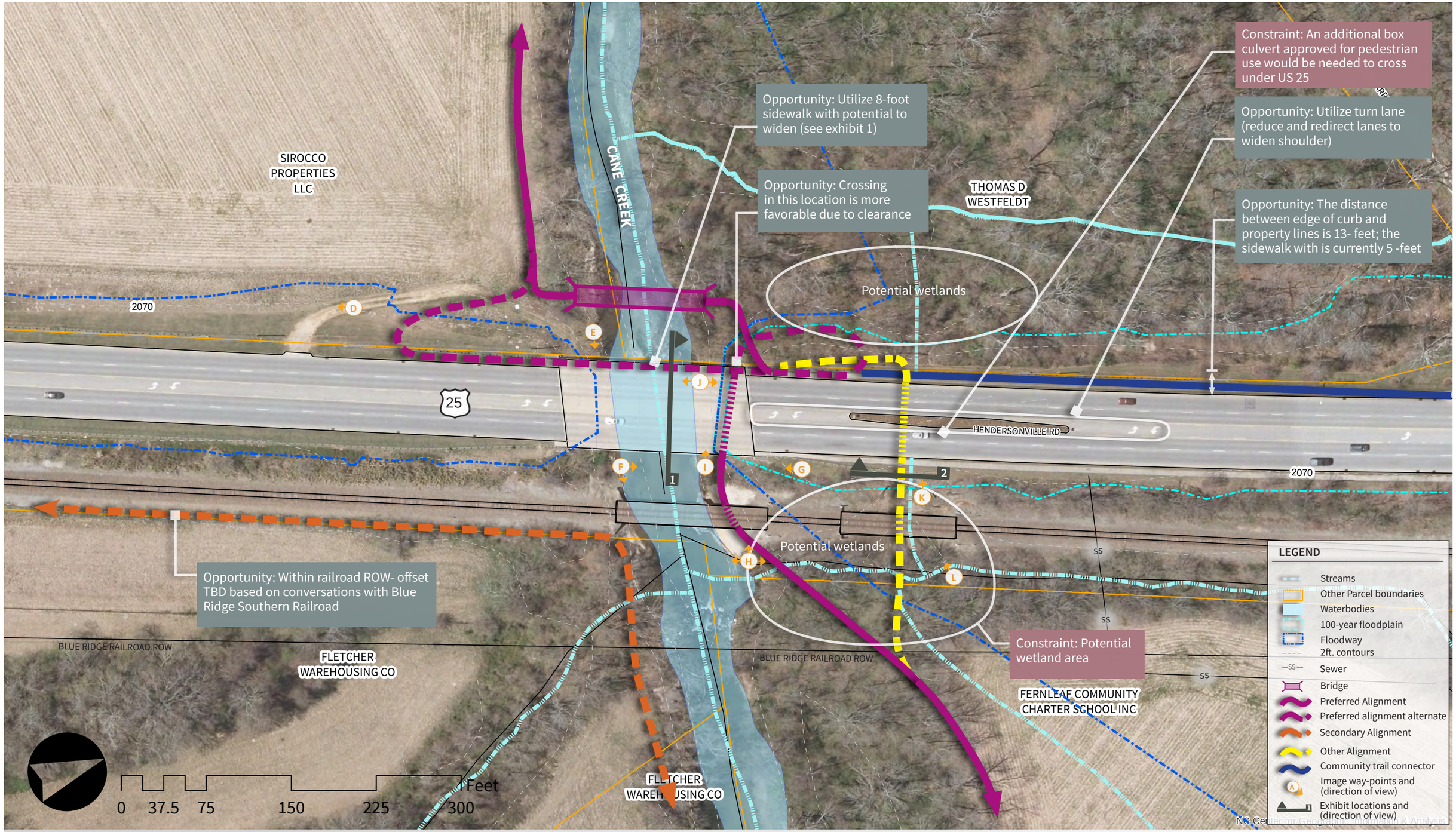
The total corridor is approximately 1.3 miles, and runs along Cane Creek, connecting Fletcher Community Park with Bill Moore Community Park.



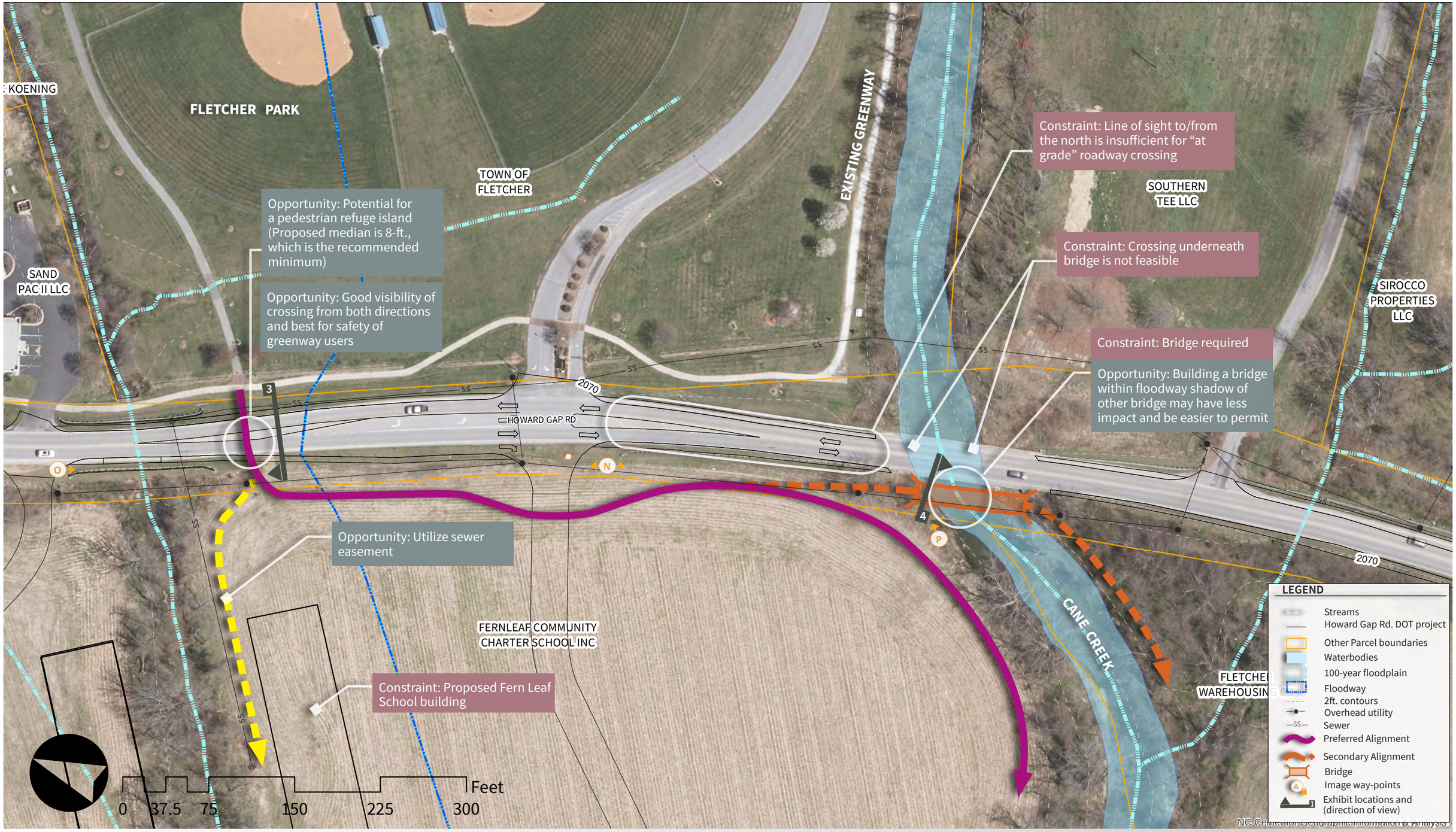
Site Conditions and Alignment Options



Opportunities /Constraints and Alignment Options [Overview]

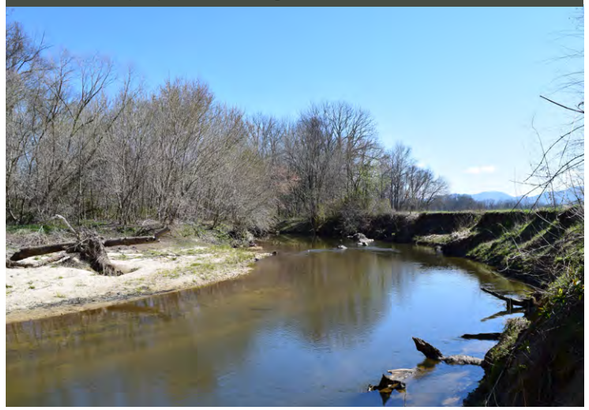


Opportunities /Constraints and Alignment Options [Inset 1]

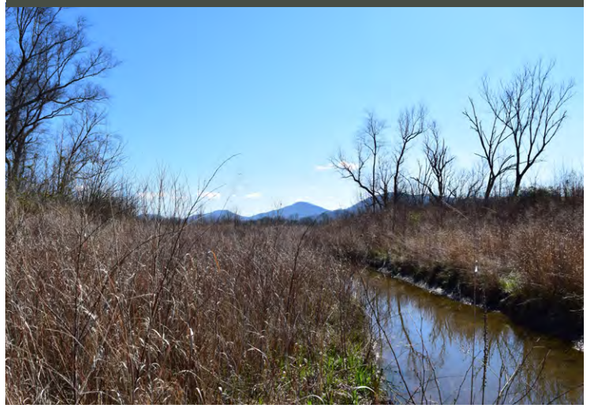


Opportunities /Constraints and Alignment Options [Inset 2]

A Cane Creek in Future Fletcher Park
(near proposed crossing area)



B stream in easement in Future Fletcher Park



C Cane Creek in Future Fletcher Park

D just west of HWY 25 looking south

E looking east

F looking east

F looking north

G looking south

H looking north

H looking east

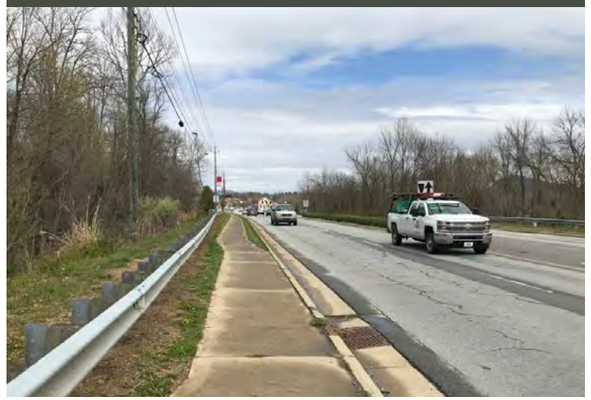
H looking west

I looking west along north side of Cane Creek

Opportunities /Constraints and Alignment Options [Photos]

SEE IMAGE WAYPOINTS ON PREVIOUS MAPS

J looking north



J looking south

K looking northeast

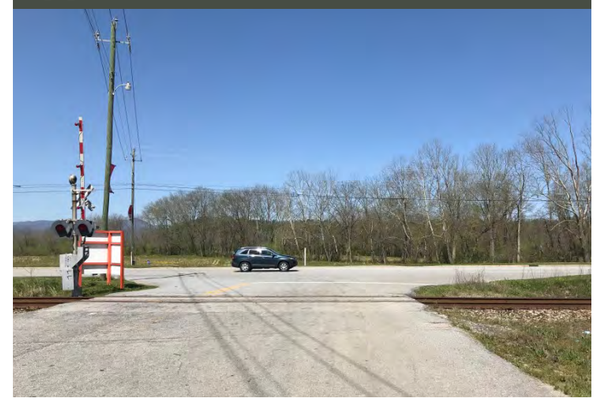
K looking west

K looking west zoomed

L looking southwest

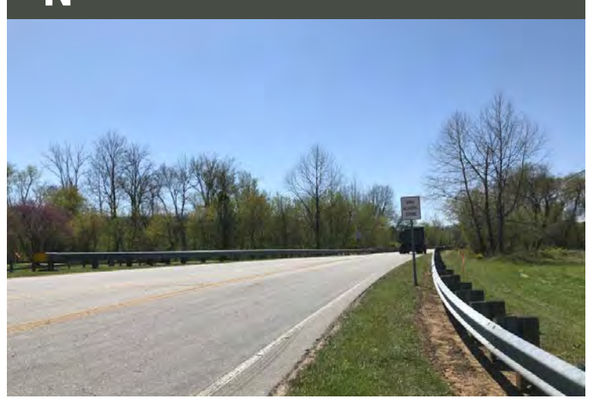
M looking north
(Blue Ridge Southern Railroad ROW)

M looking west



N looking north

N looking south

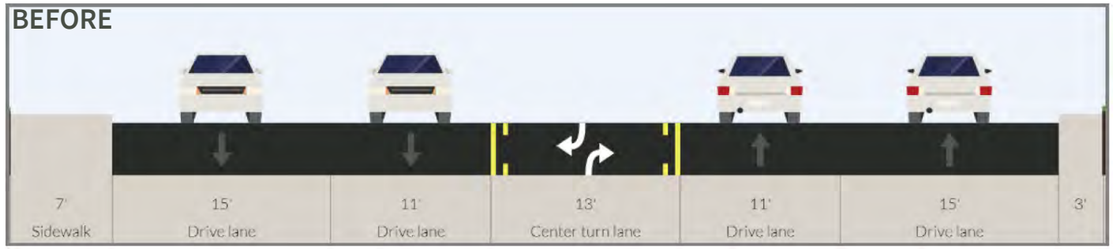


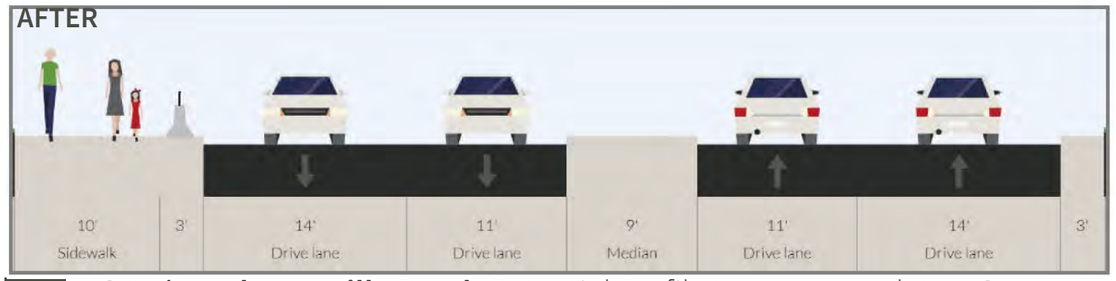
O looking south

P under Howard Gap Road bridge

Opportunities /Constraints and Alignment Options [Photos]

P SEE IMAGE WAYPOINTS ON PREVIOUS MAPS





1 **US 25/Hendersonville Road -**Potential Profile to Accommodate a Greenway Crossing Over Cane Creek

2 **US 25/Hendersonville Road -**Box Culvert Underpass Crossing

1. **South Creek Greenway National Recreation Trail**- Courtesy, Springfield, Missouri, National Recreation Trails, May 31, 2018
2. Bicycle Facilities Guide: Types of Bicycle Accommodations, North Carolina Department of Transportation, 2003

3 **Howard Gap Road -**Pedestrian Refuge Island Example

Approximate distance of proposed median is 8 -feet, which is the desired minimum of a pedestrian refuge island. Courtesy: Burden, Dan, Pedbikeimages, May 30, 2018

Two-Stage Crossing

Available median space may accommodate a two-stage crossing. Courtesy: Cycle Sheffield, Grey to Green-wash, January 18, 2017. Sourced from http://www.cyclesheffield.org on July 17, 2018

4 **Cane Creek -**Bridge Crossing Example

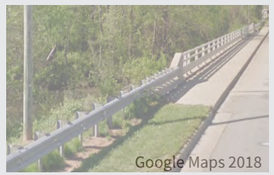
Tuckaseegee Bridge -Jackson County Planning Department, Greenway Bridge and Trail (spanning 191 feet and costing 1.3 million, in comparison, Cane Creek span may be 145 to 165 -feet), May 30, 2018.

Opportunities /Constraints and Alignment Options [Exhibit]

SEE EXHIBIT LOCATIONS ON PREVIOUS MAPS

Comparison of Route Options

PEDESTRIAN BRIDGE CROSSING (Phase 2) VS. PEDESTRIAN BRIDGE CROSSING (Phase 1)



Constructibility

- Flood analysis necessary
- Greater land impacts
- Necessary to have an elevated portion all the way to the road
- Minimal impacts on existing condition (reuse/ redesign of existing bridge)

Pedestran/Bike Safety

- Increase perceived user safety and experience
- Greater barrier from the road
- Jersey barriers or similar ideally needed to provide physical buffer between greenway users and vehicular traffic. Option is less safe for children learning to use bikes.

User Experience

- Greater visual interest
- Can be a landmark in the community
- Loud traffic noise and a lesser feeling of safety

Cost

- Estimated at $1.3 million
- Related costs to constructing a bridge in addition to the crossing itself, include Earth-work, abutments, and no-rise studies
- Cost inflation to consider
- Estimated to be $60,000(for sidewalk expansion, and associated costs)

ALIGNMENT	Constructability	Connects Ped/Bike Gaps & Improves Safety	USER EXPERIENCE: Provides opportunity for visual interest	USER EXPERIENCE: Opportunity for Recreation & Social Interaction	Landowner/ Neighborhood Support	Cost to Construct
	(Including easements, ROW, Utilities, topography, and environmental features)	*(Improves safety for bicyclists and pedestrians from roadways, congested areas, crossings, parking)*	(Including Asthetic enhancements and natural features)	*Provides opportunity for social interaction, neighborhood building, and recreational opportunity*	*Landowner has indicated they may be amendable, ROW exists, etc.*	*Cost to construct (compared to average cost for facility type and compared to other routes in the corridor)*
						SEE MORE DETAIL TO THE LEFT
PREFERED					TBD	ALONG US 25 / BRIDGE
SECONDARY					TBD	
OTHER					TBD	

Highly Favorable
Somewhat Favorable
Highly Unfavorable

VS.

CANE CREEK/US 25 BRIDGE REDESIGN
(Chosen to not be the preferred option)

The redesign of the Cane Creek Bridge on Hendersonville Road/ US 25 is shown in detail on exhibit 1. The estimated cost would be from $250,000-$350,000* .

*planning level estimate, prior to funding allocation. More detailed cost estimates should be done.

Preferred Alignment and Corridor Design

Boardwalk Over Stream Restoration

www.pedbikeimages.org/ Steve Riffe

Cane Creek Access

To Fletcher Town Hall

FERN LEAF SCHOOL

BILL MOORE COMMUNITY PARK

TWO-STAGE CROSSING

Hendersonville Road

EXISTING CANE CREEK GREENWAY

CANE CREEK

5

100-year floodplain

The Carriage Road

PHASE 2 BRIDGE CROSSING

PHASE 1 SIDEWALK EXTENSION

FLOODWAY

3

INSET 2

ALIGNMENT PASSES BY PLANNED CREEK ACCESS POINTS

CANE CREEK

FUTURE CANE CREEK GREENWAY

UTILIZES EASEMENT ROW

FUTURE FLETCHER COMMUNITY PARK

4

PASS THROUGH BLUE RIDGE SOUTHER RAILROAD ROW, TO INCLUDE DEBRIS GUARD AND FENCING

INSET 1

Howard Gap Road

FLOODWAY

2

OPTIONAL LOOP TRAIL (CRUSHED STONE)

25

1

INSET 3

RESTRICTED EASEMENT

To The French Broad River

FLOODWAY

Rockwell Drive

0 312.5 625 1,250 1,875 2,500 Feet

The proposed Cane Creek Greenway extension (in pink) connects the existing Bill Moore Community Park to the Future Fletcher Park, allowing safe and pleasant passage across Howard Gap Road and under Hendersonville Road (US 25). It passes by planned creek access points and has a proposed loop through the Future Fletcher Park to extend use of the greenway.

Cane Creek Greenway Crossing

US 25 Greenway Underpass

www.pedbikeimages.org / Dan Burden

Two-Stage Crossing

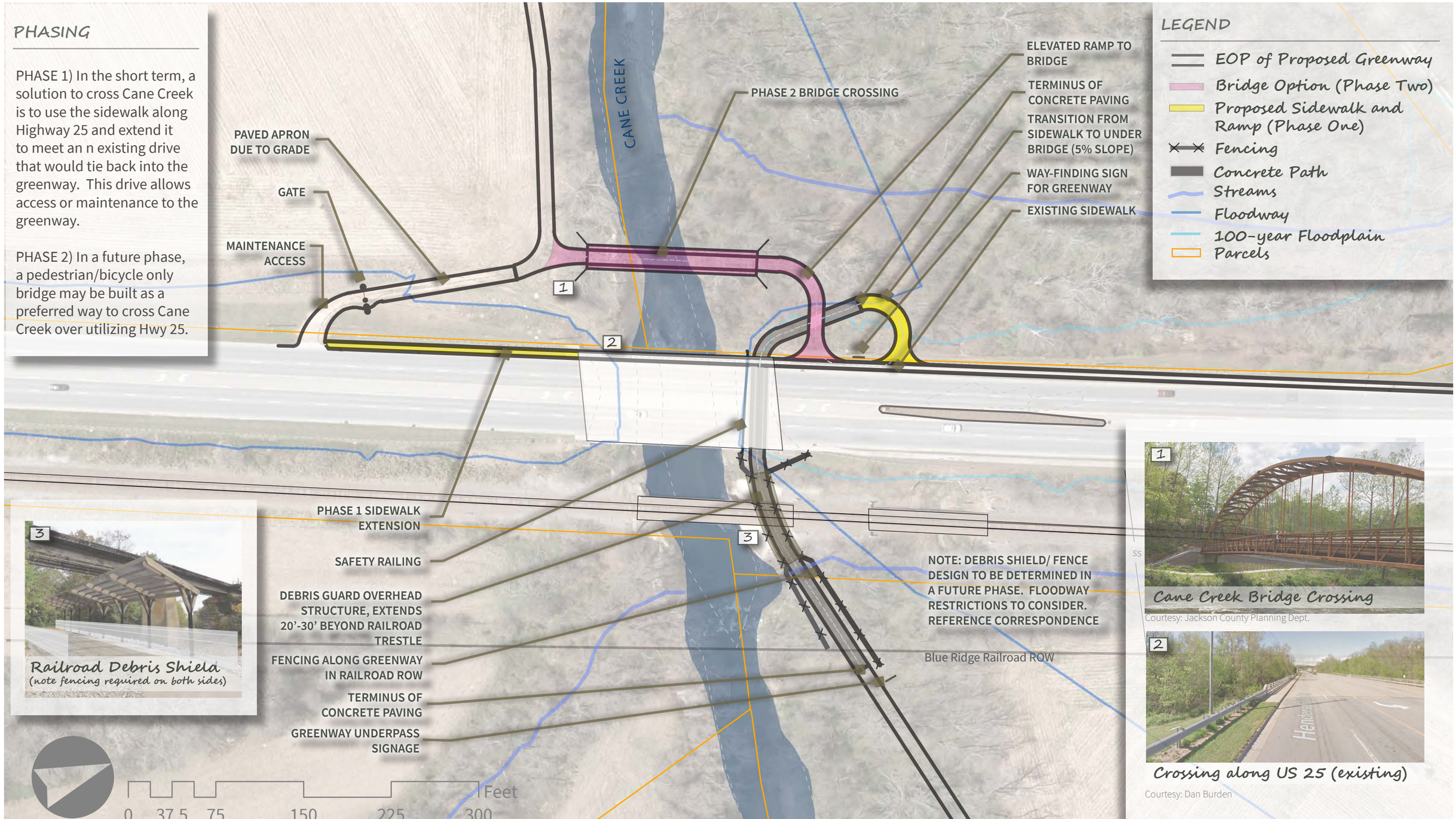
Courtesy: Cycle Sheffield

Preferred Alignment [Overview]

PHASING

PHASE 1) In the short term, a solution to cross Cane Creek is to use the sidewalk along Highway 25 and extend it to meet an n existing drive that would tie back into the greenway. This drive allows access or maintenance to the greenway.

PHASE 2) In a future phase, a pedestrian/bicycle only bridge may be built as a preferred way to cross Cane Creek over utilizing Hwy 25.



Preferred Alignment [Inset 1]

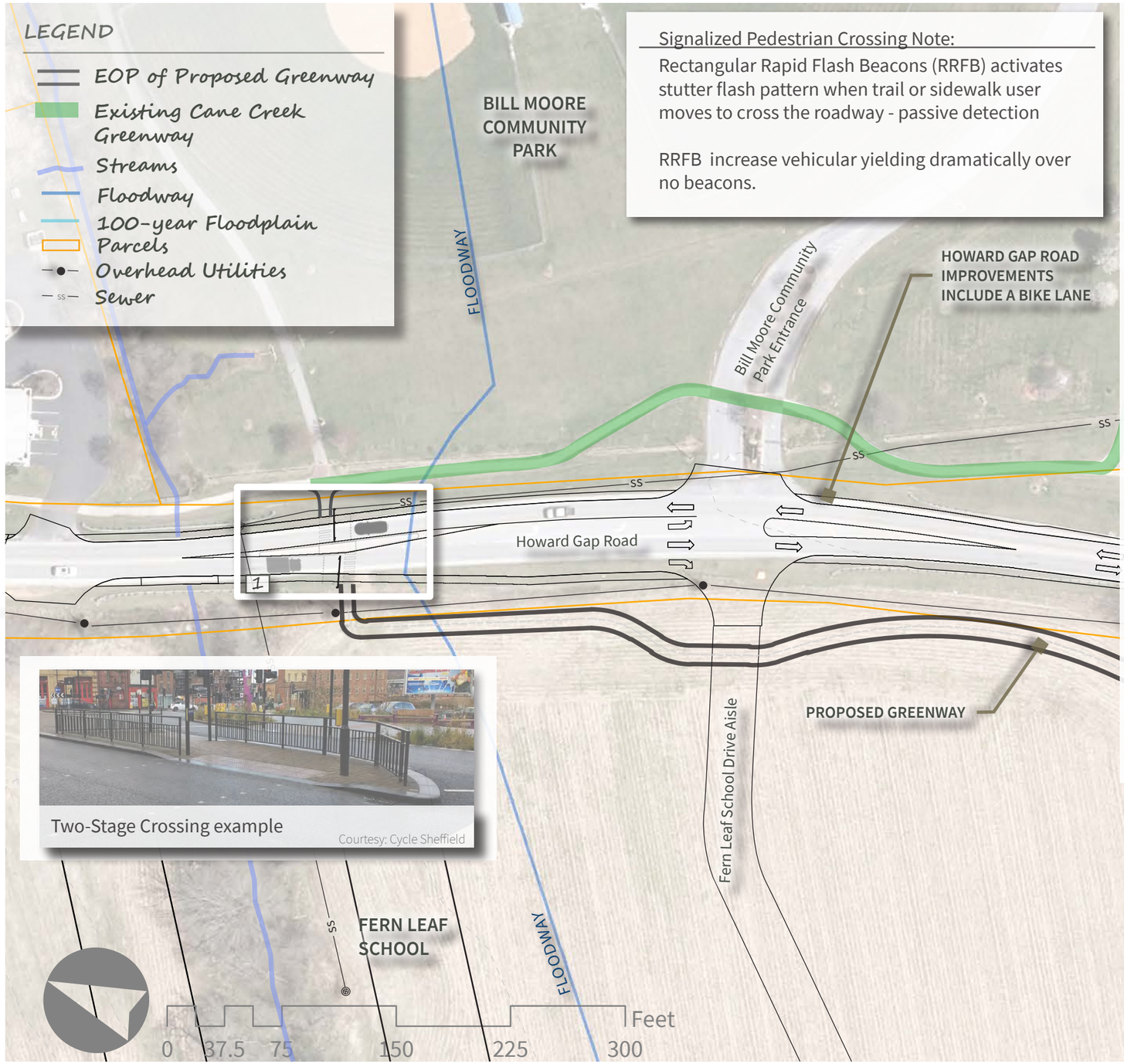
LEGEND

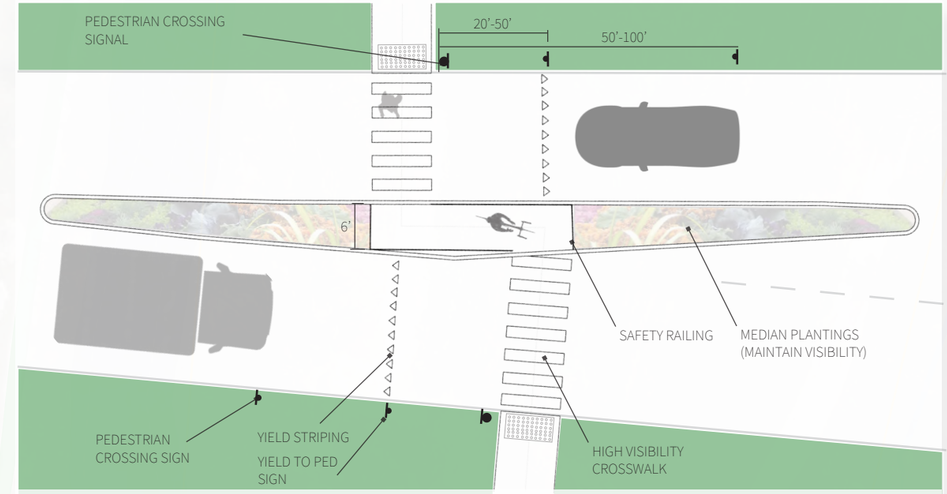
- EOP of Proposed Greenway
- Existing Cane Creek Greenway
- Streams
- Floodway
- 100-year Floodplain
- Parcels
- Overhead Utilities
- Sewer

Signalized Pedestrian Crossing Note:

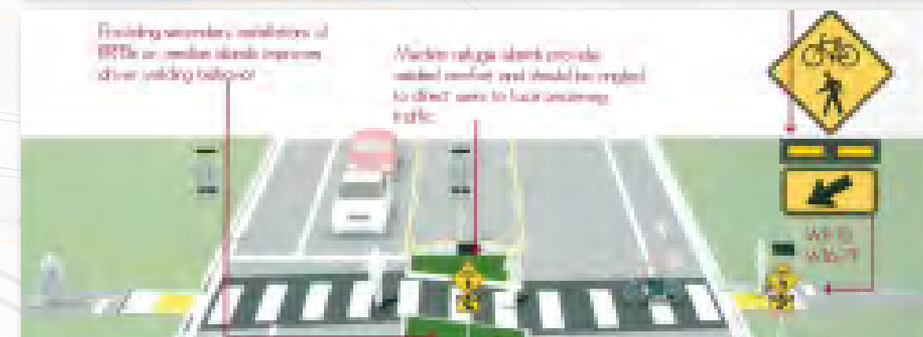
Rectangular Rapid Flash Beacons (RRFB) activates stutter flash pattern when trail or sidewalk user moves to cross the roadway - passive detection

RRFB increase vehicular yielding dramatically over no beacons.





1 Signalized pedestrian and two-stage crossing (for Howard Gap Road)



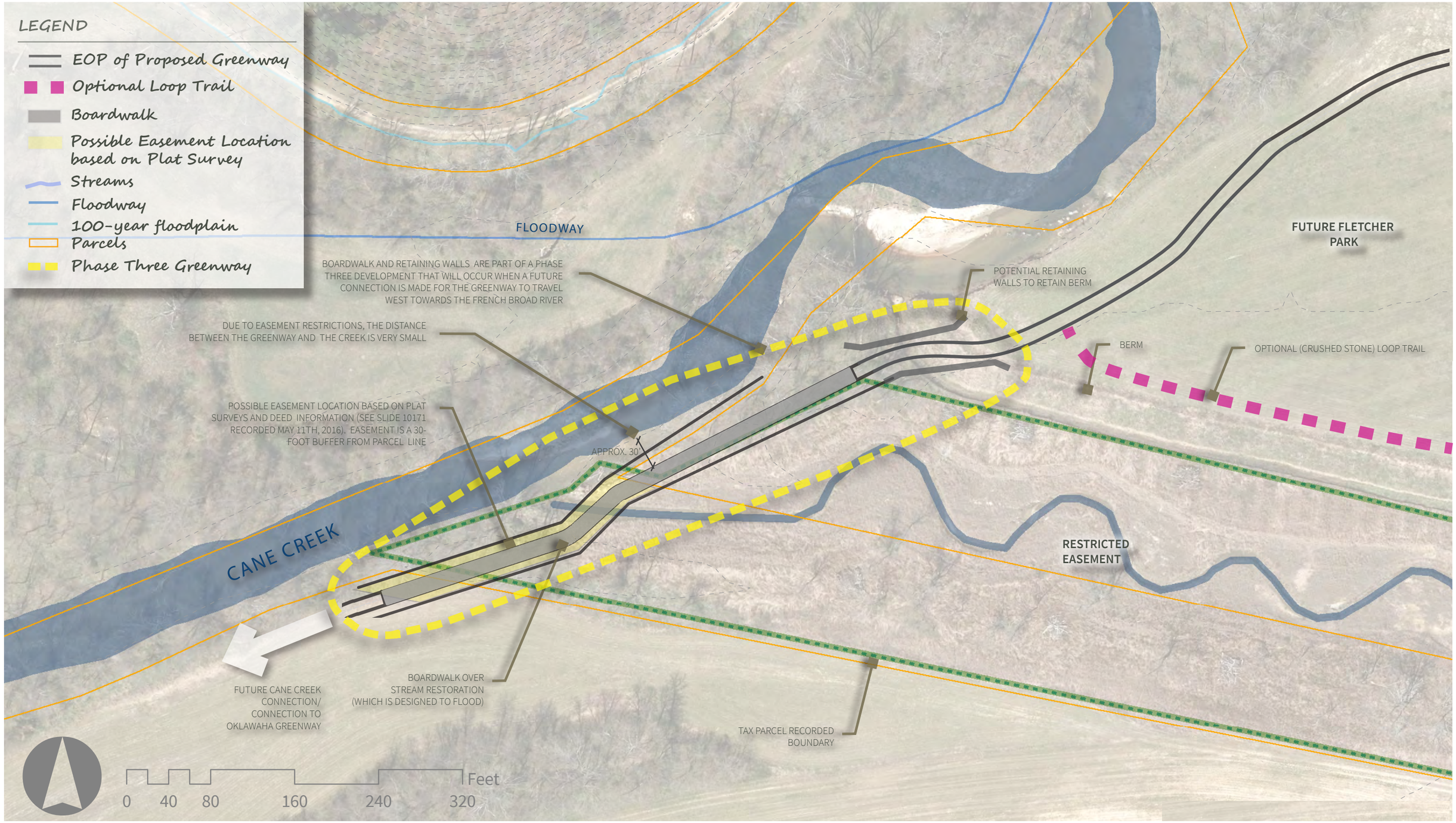
Rectangualr Rapid Flash Beacon Example

Courtesy: Johnson City Rails to Trails Master Plan

Two-Stage Crossing example

Courtesy: Cycle Sheffield

Preferred Alignment [Inset 2]



Preferred Alignment [Inset 3]

Courtesy: Town of Fletcher

Cost Estimates

Cost and Phasing

The total project cost to extend the greenway to the Future Fletcher Park is estimated, as of 2018, to be around $3,580,347 for a fully paved greenway (see option B below). Construction costs have been appreciating greatly, and yearly appreciation for project cost have been rising at around 15-25% a year.

Option A-Crushed Stone Greenway and Use of Cane Creek/ US 25 Bridge: A first phase of implementation could come in at a lower cost, which would include using a crushed stone surface greenway and use of the existing sidewalk on the Cane Creek/ Hendersonville Road (US 25) Bridge, and extension of a new sidewalk to the south side of the creek which would then connect into the greenway again through the Future Fletcher Park.

The Town may choose to move forward with this option, but could eventually decide to phase in the pedestrian bridge and asphalt paving later as proposed in option B.

Option B-Paved Greenway With Pedestrian Bridge: The second phase proposes to implement a pedestrian/bike bridge crossing on Cane Creek to remove users from the safety hazards of Hendersonville Road. Additionally, the greenway would be paved which would allow for the greatest variety of users.

In lieu of a pedestrian bridge, the Town may considered shifting the lanes on the bridge, removing the center lane, to allow for a wider sidewalk, railing, and jersey barrier. This option is estimated to be $300,000

Phase Three/West Extension: This area was costed as part of a future phase, once the greenway is anticipated to connect west. This design and cost factors were included to convey the challenges encountered in this area.

Option A

Probable Cost Estimate from Master Plan 2018

Cost estimates are preliminary and subject to change

Total Greenway Length: 1.31 miles, not including loop trails or sidewalk **Total Length 1.31**

Construction Cost: $705,943

	Units	Quantity	Cost Per Unit	Costs
Mobilization				
Mobilization (includes mobilization for all work including grading, greenway, street crossings, drainage, et	LS		3% of Construction Cost	*$11,817*
			SUB-TOTAL	***$11,817***
Grading & Greenway Construction				
Clearing and grubbing	AC	1.6	$10,000.00	$16,000
Earthwork	CY	820	$15.00	$12,300
Fine grading	SY	15900	$2.00	$31,800
12' Crushed stone greenway, 9" total depth	CY	2177	$55.00	$119,735
6' sidewalk extension	CY	24	$220.00	$5,280
6' concrete pad for two-stage crossing	CY	81	$220.00	$17,820
10' concrete path (under railroad and US 25)	CY	69	$220.00	$15,180
Stormwater BMPs/storm drainage	MI	0.40	$60,000.00	*$24,000*
Erosion control	AC	1.9	$12,000.00	$22,800
Wheelchair /curb ramp	EA	4.0	$1,428.52	$5,714
			SUB-TOTAL	***$270,629***
Structures				
Safety railing	LF	100	$85.00	$8,500
Fencing (along railroad ROW)	LF	420	$21.15	$8,883
Fencing at gate off HWY 25	LF	8	$21.15	$169
Guardrail	LF	50	$85.00	$4,250
Underpass signage	EA	2	$308.00	$616
Overhead debris shield	LS	1	$20,000.00	$20,000
			SUB-TOTAL	***$42,418***
Traffic Control				
Flashing signal beacon / crossing at Howard Gap road	EA	2	$28,750.00	$57,500
High visibility crosswalk	EA	2	$5,175.00	$10,350
Greenway gate	EA	1	$500.00	$500
			SUB-TOTAL	***$68,350***
General Amenitites				
Trash & recycle receptacles	EA	3	$1,500.00	$4,500
Wayfinding signage	LS	1	$8,000.00	$8,000
			SUB-TOTAL	***$12,500***

Units:
EA= each
LS= lump sum
LF= linear foot
TN= ton
SY= square yard
MI= Mile

Sub-Total Cost	**$405,714**
45% Contigency	**$182,571**
20% Design/Engineering/Permitting/No-rise study	**$117,657**
Total Cost	**$705,943**

*Cost does not include ROW and Easement Acquisition costs as well as utility relocation if needed
*Bridge does not take into consideration steel tarrifs that may have significant impacts on the cost
*Cost does not include bonding the project

Cost Estimates [Cane Creek Greenway]

Option B

Probable Cost Estimate from Master Plan 2018

Cost estimates are preliminary and subject to change

Total Greenway Length: 1.31 miles, not including loop trails or sidewalk **Total Length 1.31**

Construction Cost: $3,454,201

	Units	Quantity	Cost Per Unit	Costs
Mobilization				
Mobilization (includes mobilization for all work including grading, greenway, street crossings, drainage, et	LS		3% of Construction Cost	*$55,508*
			SUB-TOTAL	***$55,508***
Grading & Greenway Construction				
Clearing and grubbing	AC	1.9	$10,000.00	$19,000
Earthwork	CY	1816	$15.00	$27,240
Fine grading	SY	15900	$2.00	$31,800
12' asphalt greenway	SY	8704	$34.00	$295,936
6' Concrete pad for two-stage crossing	CY	81	$220.00	$17,820
10' Concrete path (under railroad and US 25)	CY	69	$220.00	$15,180
Stormwater BMPs/storm drainage	MI	0.40	$60,000.00	*$24,000*
Erosion control	AC	1.9	$12,000.00	$22,800
Wheelchair /curb ramp	EA	4.0	$1,428.52	$5,714
			SUB-TOTAL	***$459,490***
Structures				
Safety railing	LF	100	$85.00	$8,500
Fencing (along railroad ROW)	LF	420	$21.15	$8,883
Fencing at gate off HWY 25	LF	8	$21.15	$169
Guardrail	LF	50	$85.00	$4,250
Underpass signage	EA	2	$308.00	$616
Overhead debris shield	LS	1	$20,000.00	$20,000
			SUB-TOTAL	***$42,418***
Traffic Control				
Flashing signal beacon / crossing at Howard Gap road	EA	2	$28,750.00	$57,500
High visibility crosswalk	EA	2	$5,175.00	$10,350
Greenway gate	EA	1	$500.00	$500
			SUB-TOTAL	***$68,350***
Bridge				
Bridge	LS	1	$1,267,500.00	$1,267,500
			SUB-TOTAL	***$1,267,500***
General Amenitites				
Trash & recycle receptacles	EA	3	$1,500.00	$4,500
Wayfinding signage	LS	1	$8,000.00	$8,000
			SUB-TOTAL	***$12,500***

Units:
EA= each
LS= lump sum
LF= linear foot
TN= ton
SY= square yard
MI= Mile

Sub-Total Cost	**$1,905,766**
45% Contigency	**$857,595**
25% Design/Engineering/Permitting/No-rise study	**$690,840**
Total Cost	**$3,454,201**

*Cost does not include ROW and Easement Acquisition costs as well as utility relocation if needed
*Bridge does not take into consideration steel tariffs that may have significant impacts on the cost
*Cost does not include bonding the project

Phase Three/ West Extension

Probable Cost Estimate from Master Plan 2018

Cost estimates are preliminary and subject to change

Tota Length 455 LF

Construction Cost: $254,851

	Units	Quantity	Cost Per Unit	Costs
Mobilization				
Mobilization	LS		3% of Construction Cost	*$4,266*
(includes mobilization for all work including grading, greenway, street crossings, drainage, etc.)			*SUB-TOTAL*	***$4,266***
Stream Restoration Crossing				
10'-12' Boardwalk or elevated	LF	455	$300.00	$136,500
Retaining Wall	LF	190	$30.00	$5,700
			SUB-TOTAL	***$142,200***

Sub-Total Cost	**$146,466**
45% Contigency	**$65,910**
20% Design/Engineering/Permitting/No-rise study	**$42,475**
Total Cost	**$254,851**

*Cost does not include ROW and Easement Acquisition costs as well as utility relocation if needed
*Cost does not include bonding the project

Cost Estimates [Cane Creek Greenway]

Appendix A NC Department Of Transportation

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Ted Adams
North Carolina Department of Transportation-Division 14
Subject: Cane Creek Greenway Study/ Meeting on July 12th, 2018

Ted,

Thank you again for meeting with Equinox, Traffic Planning & Design, Inc., (TPD) the Town of Fletcher, and Conserving Carolina. We greatly appreciate your perspective and willingness to help us study the potential for the Cane Creek Greenway.

Below is a summary of what was discussed in the meeting, but upfront is a list of some of the questions we had for you and the folks within your department that may help us determine final design of the greenway.

QUESTIONS:

- Are there any additional cost considerations we should be aware of related to working within DOT ROW?
- Would you be willing to supply us the cost for the bridge with greenway accommodation you were telling us about that is in Franklin, NC?
- Can we have a crosswalk and pedestrian refuge island accommodated in the Howard Gap Road project? At minimum a 4-foot pedestrian refuge island, but preferably a larger refuge island. TPD prefers a two-stage pedestrian crossing. Would you also be amendable to have a Passive or Active Flashing Warning Beacon?
- Are there any other DOT comments on the option of the US 25 redesign to accommodate a greenway (see page 6, exhibit 1)
- We heard there is potential for a Howard Gap Road/Cane Creek Greenway Bridge replacement. Will you confirm this is correct and when is the anticipated date for replacement?

SUMMARY OF CONVERSATION:

- **CROSSING HOWARD GAP ROAD:** Town of Fletcher thought they had previously discussed with the DOT about having a crosswalk for Howard Gap Road. Fern Leaf Charter School regularly walks students over to the park and now with a planned greenway, it seems greatly needed.
- **EXTENDING THE SIDEWALK ALONG US 25:** The Town of Fletcher would like to initially phase in the extension of the sidewalk along US 25/Cane Creek to go just a few hundred feet further

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balance through proper planning

to connect into the planned greenway. The consultant team is looking as an option, extending and redesigning the road profile to accommodate a 10-12 sidewalk/greenway. The Town would like to see a 2' grass buffer strip between the sidewalk and the road.

- **ADDING A SIGNALIZED INTERSECTON ON FLETCHER WAHREHOUSEING DRIVEWAY:** While adding a signal to this intersection could potentially work, DOT would much prefer the greenway not have an at-grade crossing and would prefer not to add another signal. The Town also would much prefer a below-grade crossing under the Cane Creek/US 25 Bridge.
- **STRUCTURAL ANALYSIS OF US 25 BRIDGE.** A structural analysis of this bridge is likely not needed.
- **CROSSING UNDER US 25.** There appears to be enough clearance under the US 25/Cane Creek Bridge to accommodate a greenway underpass on the northern side. DOT initially concurs with this. There was some discussion as to design and maintenance as a substantial amount of sediment has been loading over time.

Again, thanks for your time and input. We will send you the finalized Cane Creek Greenway Feasibility when it is completed. The study will call out a preferred alignment and proposed cost. The Town, with support from Conserving Carolina, will then determine how to move forward.

Sincerely,

Kim Williams

Recreation & Environmental Planner / Project Manager

Note: A response to this letter was not received within the study period, but would be forwarded to the town of Fletcher and Conserving Carolina if received.

Appendix B Blue Ridge Railroad Correspondence

Cane Creek Greenway Study
Meeting with Blue Ridge Southern Railroad
7/13/2018

Attendees: Erica Rufa and Greg Walker-Town of Fletcher; Rebekah Robinson-Conserving Carolina; Brigid Rich (Marketing Manager) and Cain Greene (General Manager)-Blue Ridge Southern Railroad (BRSR); and Kim Williams-Equinox

About Blue Ridge Southern Railroad (BRSR):
BRSR is a subsidiary of Watco, which is based out of Kansas. While many decisions are made locally, much of the final decisions related to ROW and real estate are made with the Watco team in Kansas. This company is in its 35th year, is family owned, and feels it is civically minded. The rail line in Henderson County is newer to BRSR as it was purchased in 2014 from Norfolk Southern. They have a contract Real Estate company they work with called Omega Real Estate who assesses their rail line yearly to prevent encroachments. They like to work with local communities. As such, Watco/BRSR does not have a book of policies on use or lease of ROW. That being said, during this meeting, a few key guidelines were suggested:

Guidelines:
- BRSR is supportive of greenways but would be concerned for safety. Anything that is designed should be designed for the utmost safety of the company and greenway users.
- They want a fence to prevent access to their ROW or their structures (i.e. the bridge that crosses over Cane Creek). This fence should be tall enough so that it is not scalable. A 9-foot tall fence is recommended. It would be good to also include an overhead structure to prevent materials from the rail falling onto greenway users. Consider break-away fencing since it is in the floodway.
- ROW can be leased. Once the area is discussed wit the General Manager, his Road Master would come out and determine what additional structures/features would be needed to ensure for safety and non-conflicting use. The Watco Headquarters ROW Team would then review any plans and coordinate with the Town of Fletcher. The RV Center in the Fletcher area just received a lease for use of the ROW and the Town could touch base with them on what kind of compensation they are paying for use. The General Manager was unsure of the lease arrangement.
- Using ROW for longer stretches or running parallel to the track within the ROW was a less certain issue on if it is allowable. BRSR communicated it is a case-by-case issue and that they would entertain it but would want it to be safe and not conflict with any of their customers or potential for future customers (i.e. conflict with access, safety of tractor trailers, etc).

Follow up questions to BRSR are:
- Are there any plans to replace the Cane Creek Bridge in the next 10 years?
- Are there any other restrictions recorded in the deed, or other considerations if there is a planned crossing under BRSR's bridge on Cane Creek?

Note: A response to this letter was not received within the study period, but would be forwarded to the Town of Fletcher and Conserving Carolina if received.

CANE CREEK GREENWAY - MASTER PLAN LEVEL QUANTITIES & COSTS (OPTION A-CRUSHED STONE)

EQUINOX

Probable Cost Estimate of Master Plan 2018 ***Updated April 2022***

Cost estimates are preliminary and subject to change

Total Greenway Length: 1.31 miles, not including loop trails or sidewalk

Total Length **1.31**

	Units	Quantity	Cost Per Unit	Costs
Mobilization				
Mobilization (includes mobilization for all work including grading, greenway, street crossings, drainage, etc.)	LS		3% of Construction Cost	*$30,117*
			SUB-TOTAL	***$30,117***
Grading & Greenway Construction				
Clearing and grubbing	AC	1.6	$10,000.00	$16,000
Earthwork	CY	1220	$32.00	$39,040
Fine grading	SY	15900	$18.00	$286,200
12' Crushed stone greenway, 9" total depth	CY	2177	$65.00	$141,505
6' concrete pad for two-stage crossing	CY	81	$475.00	$38,475
10' concrete path (under railroad and US 25)	CY	69	$475.00	$32,775
Stormwater BMPs/storm drainage	LS	1.00	$60,000.00	$60,000
Erosion control	AC	1.9	$90,000.00	$171,000
Wheelchair /curb ramp	EA	4.0	$1,428.52	$5,714
Along HWY 251, sidewalk expansion	LS	1	$75,000	$75,000
			SUB-TOTAL	***$865,709***
Structures				
Safety railing	LF	100	$85.00	$8,500
Fencing (along railroad ROW)	LF	420	$28.00	$11,760
Fencing at gate off US 25	LF	8	$28.00	$224
Guardrail	LF	50	$85.00	$4,250
Underpass signage	EA	2	$800.00	$1,600
Overhead debris shield	LS	1	$28,000.00	$28,000
			SUB-TOTAL	***$54,334***
Traffic Control				
Flashing signal beacon / crossing at Howard Gap Road	EA	2	$28,750.00	$57,500
High visibility crosswalk	EA	2	$5,175.00	$10,350
Greenway gate	EA	1	$1,500.00	$1,500
			SUB-TOTAL	***$69,350***
General Amenitites				
Trash & recycling receptacles	EA	3	$1,500.00	$4,500
Wayfinding signage	LS	1	$10,000.00	$10,000
			SUB-TOTAL	***$14,500***

Units:
EA= each
LS= lump sum
LF= linear foot
TN= ton
SY= square yard
MI= Mile

Sub-Total Cost	**$1,034,010**
30% Contigency	**$310,203**
25% Design/Engineering/Permitting/No-rise study	**$336,053**
Total Cost	**$1,680,266**

*Cost does not include ROW and Easement Acquisition costs nor utility relocation if needed

*Bridge does not take into consideration steel tarrifs that may have significant impacts on the cost

*Cost does not include bonding the project

DISCLAIMER: EQUINOX IS FURNISHING THIS COST ESTIMATE AS REQUESTED BY THE CLIENT. PLEASE NOTE THAT ESTIMATED COSTS ARE SUBJECT TO CHANGE BASED ON FIELD CONDITIONS, LOCAL OR REGIONAL DIFFERENCES, CHANGES TO THE PLANS, AND/ OR CHANGES IN UNIT COSTS. COST ESTIMATES ARE PROVIDED FOR USE IN BUDGETING, BUT IN NO WAY SHOULD THIS ESTIMATE BE CONSTRUED AS A FINAL COST FOR THE PROJECT. FINAL COSTS ARE CONTINGENT ON ACTUAL BIDS FROM CONTRACTORS. EQUINOX WILL NOT BE HELD RESPONSIBLE FOR DIFFERENCES BETWEEN THIS COST ESTIMATE AND BID COSTS.

CANE CREEK GREENWAY - MASTER PLAN LEVEL QUANTITIES & COSTS (OPTION B-PAVED)

EQUINOX

Probable Cost Estimate of Master Plan 2018, ***Updated April 2022***

Cost estimates are preliminary and subject to change

Total Greenway Length: 1.31 miles, not including loop trails or sidewalk

Total Length **1.31**

	Units	Quantity	Cost Per Unit	Costs
Mobilization				
Mobilization (includes mobilization for all work including grading, greenway, street crossings, drainage, etc.)	LS	1	3% of Construction Cost	*$56,748*
			SUB-TOTAL	***$56,748***
Grading & Greenway Construction				
Clearing and grubbing	AC	1.9	$10,000.00	$19,000
Earthwork	CY	1816	$32.00	$58,112
Stabilization of soils contingency (30% of length)	LS	1	$45,000.00	$45,000
Fine grading	SY	15900	$18.00	$286,200
12' asphalt greenway (including subgrade)	SY	8704	$115.00	$1,000,960
6' Concrete pad for two-stage crossing	CY	81	$475.00	$38,475
10' Concrete path (under railroad and US 25)	CY	69	$475.00	$32,775
Stormwater BMPs/storm drainage	LS	1.00	$60,000.00	$60,000
Erosion control	MI	1.3	$90,000.00	$117,900
Wheelchair /curb ramp	EA	4.0	$5,000.00	$20,000
			SUB-TOTAL	***$1,678,422***
Structures				
Safety railing	LF	100	$85.00	$8,500
Fencing (along railroad ROW)	LF	420	$28.00	$11,760
Fencing at gate off US 25	LF	8	$28.00	$224
Guardrail	LF	50	$85.00	$4,250
Underpass signage	EA	2	$800.00	$1,600
Overhead debris shield	LS	1	$28,000.00	$28,000
			SUB-TOTAL	***$54,334***
Traffic Control				
Flashing signal beacon / crossing at Howard Gap road	EA	2	$28,750.00	$57,500
High visibility crosswalk	EA	2	$5,175.00	$10,350
Greenway gate	EA	1	$1,500.00	$1,500
			SUB-TOTAL	***$69,350***
Creek Crossing				
Along US 25, sidewalk expansion (Phase 1 option)	LS	1	$75,000.00	*$75,000*
Bridge (Phase 2 option)	LS	1	$1,855,900.00	*$1,855,900*
			SUB-TOTAL	***$1,930,900***
General Amenitites				
Trash & recycle receptacles	EA	3	$1,500.00	$4,500
Wayfinding signage	LS	1	$10,000.00	$10,000
			SUB-TOTAL	***$14,500***

Units:

EA= each

LS= lump sum

LF= linear foot

TN= ton

SY= square yard

MI= Mile

Sub-Total Cost (phase 1)	**$1,948,354**
30% Contigency	**$584,506**
25% Design/Engineering/Permitting/No-rise study	**$487,089**
Total Cost (Phase 1 option)	**$3,019,949**
Sub-Total Cost (phase 2)	**$1,855,900**
40% contingencies and design for phase 2[1]	**$742,360**
Total Cost (Both phases)	**$5,618,209**

[1] There are redundancies in mobilization, permitting, and flood studies necessary if the bridge is phased in

*Cost does not include ROW and Easement Acquisition costs nor utility relocation if needed

*Cost does not include bonding the project

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CANE CREEK GREENWAY - MASTER PLAN LEVEL QUANTITIES & COSTS (PHASE 3-EXTENTION)

EQUINOX

Probable Cost Estimate of Master Plan 2018 ***Updated April 2022***

Cost estimates are preliminary and subject to change

Tota Length **455 LF**

Construction Cost: $546,406

	Units	Quantity	Cost Per Unit	Costs
Mobilization				
Mobilization	LS	1		*$12,000*
(includes mobilization for all work including grading, greenway, street crossings, drainage, etc.)			*SUB-TOTAL*	***$12,000***
Stream Restoration Crossing				
10'-12' Boardwalk or elevated section	LF	455	$650.00	$295,750
Retaining Wall	LF	190	$150.00	$28,500
			SUB-TOTAL	***$324,250***
Sub-Total Cost				**$336,250**
30% Contigency				**$100,875**
25% Design/Engineering/Permitting/No-rise study				**$109,281**
Total Cost				**$546,406**

*Cost does not include ROW and Easement Acquisition costs nor utility relocation if needed

*Cost does not include bonding the project

DISCLAIMER: EQUINOX IS FURNISHING THIS COST ESTIMATE AS REQUESTED BY THE CLIENT. PLEASE NOTE THAT ESTIMATED COSTS ARE SUBJECT TO CHANGE BASED ON FIELD CONDITIONS, LOCAL OR REGIONAL DIFFERENCES, CHANGES TO THE PLANS, AND/ OR CHANGES IN UNIT COSTS. COST ESTIMATES ARE PROVIDED FOR USE IN BUDGETING, BUT IN NO WAY SHOULD THIS ESTIMATE BE CONSTRUED AS A FINAL COST FOR THE PROJECT. FINAL COSTS ARE CONTINGENT ON ACTUAL BIDS FROM CONTRACTORS. EQUINOX WILL NOT BE HELD RESPONSIBLE FOR DIFFERENCES BETWEEN THIS COST ESTIMATE AND BID COSTS.

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager MEB

COPY TO: Heather Taylor, Assistant Town Manager
Eric Rufa, Planning & Zoning Director

DATE: June 24, 2024

SUBJECT: Discussion of Grant Application to the Great Trails State Program (GTSP) for Extension of the Cane Creek Greenway

Rebekah Robinson with Conserving Carolina had previously spoken with Council about the Great Trails State Program (GTSP). This is a grant program that provides funding for the planning, design, and construction of greenway trails. It was previously agreed by Council that Rebekah would come back to explain more about an application at the July Council meeting. This would be for extension of the Cane Creek Greenway.

Attached for Council's information is some background materials about the GTSP grant. This explains what types of projects can be funded and what the max award and match requirements are for an application.

Also attached for Council's information is the last cost estimate from Equinox Environmental for extension of the Cane Creek Greenway from the park to the Meritor property. It provides several different options including a paved trail, soft trail, and a bridge option. This information had been previously shared with Council but we thought it might be helpful for your reference again.

If you should have any questions regarding this item prior to the Agenda Review meeting, please feel free to contact me.

MEB/meb

Attachments

Public Works Department
Monthly Report
June 2024

Brush Pick Up

Public Works picked up 333 brush orders for a weekly average of 84. This produced 217 Cyds of brush which is now being dumped at the Henderson County Landfill at a cost of $48 per ton.

Vehicles

Service was performed on 11 police cars and 8 Public Works vehicles.

Sanitation

Public Works collected 157.10 tons of garbage for a daily average of 8.27 tons.
Public Works collected 12 white goods.
Our daily average is down since we have added the shorter route on Mondays, but our total collection tons are still the same.

Town Hall

There is an issue with the generator. Carolina Energy Systems has evaluated its' performance and we will try to make it last as long as we can.

Monthly Update— June, 2024
Planning & Zoning

Planning Board/ZBA – The Board met on June 18. The board had discussion regarding potential LDC amendments related to family subdivision and street access requirements and made recommendation to Council on the matter. Anticipating a public hearing will be set for August to consider formal approval.

- Continued day to day issuance of permits, fielded inquiries about potential new developments, and responded to miscellaneous complaints (various complaints involving zoning, solid waste, and/or junked vehicles.

- Continued work on implementation of various minimum measures related to the Town's MS4 Stormwater Permit. Continued discussions and work with Mary Roderick from LOS and Chris Brown from McGill on various aspects of the program.

- Attended the June 5 meeting of the Asheville Regional Housing Consortium.

- Participated in the monthly TCC meeting on June 13 (advisory committee to the FBRMPO).

- Participated in a meeting with Town Manager and reps from Buchanan Construction to give background on the Town Center project.

- Participated in kickoff meeting with Retail Strategies on June 19.

- Issued permits for several small commercial developments. (New Sheetz on Airport Road, part of which is in Buncombe, Engineered Systems Inc, which will locate in the former Blue Ghost property, and a portion of property for new Chipotle, where the majority of the development is on the Asheville side of Airport Road).

Fletcher Parks & Recreation

July 2024 Department report

Summer Camp is entering it's 5th week of operation on July 1st. We have averaged 62 campers per day in the month of June. Camp Staff is doing a really good job with the campers, and Day camp will operate until Friday, August 2nd this summer.

Pickleball lessons are being held on Monday morning & evening for youth and adults. We have 16 students signed up and classes will continue in July on the 8th, 15th, 22nd on the pickleball courts. Katie Nowicki is our class instructor for the summer session.

Rentals have been very popular in the month of June at the Park. We have had over 100 pickleball court reservations made and the shelters Kate & Pete's Park & Bill Moore Community Park have had over 80 reservations for birthday parties, reunions, baby showers.

Butler Taylor has joined our staff as our Park Maintenance Supervisor. He started working on June 10th and is doing a really good job for us. He joined our Staff after working at Mission Health with landscaping.

Our first summer concert will be held on Saturday, July 13th at the Cicelo Farm next to the Park. The Tuxedo Junction band will be performing from 6pm-8pm. We will have Taco Boy food truck and Baabals ice cream on site selling food & drinks. This concert is being sponsored by Hunter Subaru.

Greg Walker, Director