



**Town Council  
Work Session Minutes  
May 16, 2024 – 9:30 a.m.**

Mayor O’Cain called the Work Session Council Meeting to order at 9:30 a.m. on May 16, 2024, in person at Town Hall, 441 White Pine Drive, Laurel Park, NC 28739.

The following attended in person at Town Hall:

- Mayor Carey O’Cain
- Mayor Pro Tempore A. Paul Hansen
- Commissioner Deb Bridges
- Town Manager Alex Carmichael
- Town Clerk Tamara Amin
- Zoning Administrator Cara Reeves
- Finance Officer Kirk Medlin
- Police Chief Bobbie Trotter
- Public Works Director Brandon Johnson
- Crew Leader Matthew Pearce
- Mary Roderick- Land of Sky Representative

The following were absent:

- Commissioner George W. Banta
- Parks Operation Coordinator Bryan Hensley
- Fire Chief Tim Garren

The following attended via ZOOM Platform:

- Commissioner Kristin Dunn (did not count towards quorum)

### **APPROVAL OF THE AGENDA**

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

### **OLD BUSINESS**

#### **INTERLOCAL TAX AGREEMENT**

Town Manager Carmichael said at the Town Council Work Session Meeting on April 11, 2024 Council approved the new agreement to collect current taxes from July 1, 2024 through June 30, 2029.

After sending the approved agreement, the County revised the agreement authorizing the County Tax Collector to collect current year taxes from July 1, 2024 through June 30, 2026, instead of the five years. County and Town staff have worked through the specifics of an Interlocal Agreement, with the same terms as are in the current agreement.

Council reviewed and discussed the proposed interlocal agreement with Henderson County for collection of Laurel Park taxes.

Commissioner Bridges moved to approve the revised Interlocal Agreement for Tax Collections and authorize the Town Manager to sign. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

- a. Interlocal Agreement - The aforesaid agreement is attached to, and made part of, these minutes as Appendix 1.

## **NEW BUSINESS**

### **MS4 STORMWATER PRESENTATION**

Town Manager Carmichael introduced Dr. Mary Roderick. Dr. Roderick presented on the Stormwater Program for the Town.

Dr. Roderick gave an overview of the MS4 permit requirements for the Town.

National Pollutant Discharge Elimination System (NPDES), this is a Federal Clean Water Act Permitting Program for Wastewater Permits and Stormwater Permits (40 CFR 122).

Municipal Separate Storm Sewer System (MS4), this is a system of conveyances to collect and transport stormwater runoff. NPDES MS4 Permits are for discharges of stormwater to surface waters from a publicly owned/operated stormwater collection system.

#### **Key Components:**

- Fund the Stormwater Management Program
- Implement a Comprehensive Stormwater Management Plan (SWMP)
- Six Minimum Control Measures / Program Areas
- Document Program Implementation
- Report Annually
- Obtain a New Permit Every 5 Years

Laurel Park’s audit was conducted in 2019. MS4’s 5-Year Permit was renewed on 8/1/2023. Year 1 through 7/31/2024 that LOSRC supported the Town with implementation.

Dr Roderick gave an overview of the SWMP that was approved in February 2023. This describes the stormwater system, receiving waters, pollutants of concern, and target audiences. It

designates responsible parties, and identifies partnerships. It also details BMPs (best management practices) to implement 6 minimum measures over a 5-year period.

Six Minimum Measures

1. Public Education & Outreach
2. Public Involvement & Participation
3. Illicit Discharge Detection & Elimination (IDDE)
4. Construction Site Runoff Controls
5. Post-Construction Site Runoff Controls (PC)
6. Pollution Prevention & Good Housekeeping for Municipal Operations (PP/GH)

Laurel Park’s Compliance Status is as follows:

To date:

- Formal agreement with LOSRC for compliance support
- Website updates provided (launch date?)
- Stormwater brochure and info magnets distributed at community events
- Parks & Greenway Committee presentation scheduled for 6/11/24

Next Steps:

- Funding gap analysis as a part of budgeting
- Development review & approval tracking (Henderson County)
- Tracking mechanism for Stormwater Hotline calls
- IDDE Plan & MS4 App integration for reporting
- Written SOP for MS4 inspections & maintenance
- Spill kits for municipal vehicles

Commissioner Bridges had questions about Stormwater measures in her HOA in Cedarbrook. Mayor O’Cain recommended Cedarbrook contact Engineer Will Buie.

*Mary Roderick departed the meeting at 10:06 a.m.*

**AGENDA REVIEW FOR THE COUNCIL REGULAR MEETING SCHEDULED FOR MAY 21, 2024**

Mr. Carmichael said the Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, May 21, 2024, at 9:30am. The Town Council reviewed the draft agenda.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comment**
- 4. Approval of the Agenda**

5. **Consent Agenda**
  - A. April Monthly Report
  - B. Minutes for the April 11, 2024 Work Session
  - C. Minutes for the April 16, 2024 Closed Session
  - D. Minutes for the April 16, 2024 Regular Meeting
  - E. Budget Amendment-
  - F. National Pollinator Week Proclamation
6. **Old Business**
  - A. Bee Committee Sign Update- Pat LaSalle
7. **New Business**
  - A. Audit Contract- Bronwyn
  - B. EAN Contract
8. **Town Manager's Report**
9. **Department Head Reports**
  - A. Public Works
  - B. Fire Department
  - C. Police
  - D. Administration
10. **Mayor and Commissioner Comments**
11. **Adjournment**

Finance Officer Medlin said the Town will need to put out an RFP because Bronwyn will not be doing anymore government auditing. This will be their last year.

Town Manager Carmichael said the EAN contract will consist of a three-tiered system instead of a flat rate that Staff will present.

Commissioner Bridges said the Friends of Laurel Park would like to put in another electrical outlet at Jump Off Rock for the food trucks. She said the estimate was \$500 and they would like the Town to pay half. Council asked to add this to the agenda and ask that Mr. Ed Mattern is present for questions.

Commissioner Hansen asked Staff about the Bench for Laurel Green. Town Manager Carmichael said it was ordered yesterday and was not sure when it would be in.

Town Manager Carmichael said Staff is all set for the Laurel Green Celebration on Monday.

### **CLOSED SESSION**

Mayor Pro Tem Hansen moved that the Council enter Closed Session at 10:16 a.m. pursuant to [N.C.G.S. 143-318.11(a) (6)] To consider the qualifications, competence, performance, condition of appointment of a public officer or employee. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

Commissioner Bridges moved to reconvene the Council Regular Meeting at 10:26 a.m. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

The following were present at Town Hall:

- Mayor J. Carey O’Cain
- Mayor Pro-Tempore A. Paul Hansen
- Commissioner Deb Bridges
- Town Manager Carmichael

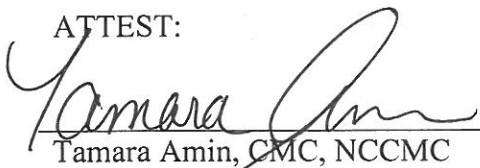
The following was present on ZOOM Platform

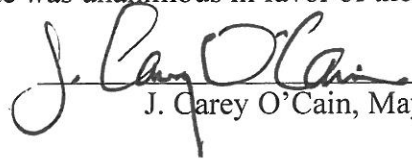

- Commissioner Kristin Dunn (was not counted towards the quorum)

**ADJOURNMENT**

There being no further business, Commissioner Bridges moved to adjourn at 10:27 a.m. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

ATTEST:

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

  
\_\_\_\_\_  
J. Carey O’Cain, Mayor  
  
  
\_\_\_\_\_  
Date

# Appendix - 1

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

## INTERLOCAL AGREEMENT FOR TAX COLLECTION

THIS INTERLOCAL AGREEMENT is made and entered into this the \_\_\_ day of \_\_\_\_\_ 2024, and effective as of the 1<sup>st</sup> day of July 2024, by and between HENDERSON COUNTY, hereinafter the "County" and the TOWN OF LAUREL PARK, hereinafter the "Town", and collectively referred to as the "Parties".

### WITNESSETH:

WHEREAS, the County and Town have determined that it is in the public benefit and interest to enter into an Interlocal Agreement for Tax Collection; and

WHEREAS, the Parties have agreed that the negotiated payment set forth herein is in the best interests of their citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and

WHEREAS, the Town and County agree this Interlocal Agreement shall continue for two (2) years, from July 1, 2024 to June 30, 2026, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the Town and County have ratified this Interlocal Agreement by Resolutions being recorded in their respective minutes; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the Town and County, the parties agree as follows:

#### 1. County Billing and Collection of Town Taxes

- a) The County shall provide collection of current and future municipal ad valorem property taxes. Collection of delinquent taxes existing prior to July 1, 2019 shall be the responsibility of the Town except as stated below.
- b) Notwithstanding, no Town tax bill in an amount less than Five Dollars (\$5.00) shall be issued.
- c) The Town shall appoint the County's Tax Collector as the Town's Tax Collector, and the County's Delinquent Tax Collector as the Town's Delinquent Tax Collector.

2. Term of Agreement: This Interlocal Agreement shall continue until terminated pursuant to the terms herein.

3. Compliance

The County will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all administrative mandates issued by the State of North Carolina.

4. Records and Accounts and Operations

- a) The County shall be responsible for maintaining, in an on-line environment, all ad valorem tax records, including amounts paid and unpaid, in the same manner as County records are maintained.
- b) The Town will provide the County with all necessary information for transfer for all funds due the Town, the County will properly account and distribute such funds by check or other mutually agreed upon method monthly and notify the Town Finance Director by the 15<sup>th</sup> of each month on amounts to be transferred.
- c) The County shall provide the Town with all necessary and required reports in such format and detail to enable the Town to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the Town and County Finance Directors.
- d) The County will provide the Town with information sufficient to complete all required reports to outside agencies, including the TR-2 report and reports necessary for the Town's financial statements. The Town shall be responsible for the completion of all reporting involving property tax.
- e) The County shall provide the Town's External Auditors, during regular business hours, access to the Town Tax Receivables' daily cash transactions and other records pertaining thereto to the fullest extent practicable.
- f) The Town shall provide the County Tax Collection Office with access, to the extent legally allowable, into any of the Town's records systems that the Town deems to be beneficial in the collection of Town taxes.
- g) The Town agrees to appoint and maintain one of its employees as a Deputy Tax Collector to act on behalf of the Town in presenting certain matters to the Town Council.
- h) The County shall promptly provide the Town with requests for releases or refunds when received, together with reasonable information needed to make a determination on requests for releases or refunds. The Town shall, at its next regular Town Council meeting occurring at least ten (10) days after the receipt of the request and information, place the matter before the Town Council for determination as to whether to grant the release or refund of Town taxes.

5. Pro Rata Payments

Unless the taxpayer specifies otherwise, the County shall distribute payments received from Town taxpayers of less than the total amount owed on Town and County taxes on a proportionate basis between taxes owed the County and the Town, after all costs, interest and penalties are first paid.

6. Costs for Billing and Collections

The County shall incur all costs for preparing, printing, billing and collecting the Town tax bills, including follow-up notices.

With respect to the cost for collection actions taken by the County, for example advertising costs, attorney's fees and garnishment fees where such costs are not paid directly by the taxpayer involved, the County shall split the costs on a proportionate basis between taxes owed the County and the Town.

When agreed upon by both the County and Town, joint advertisement, including the advertisement of tax liens for both the County and the Town, is permissible.

7. Foreclosures

- a) The County shall be responsible for determining the time for commencing all tax foreclosure proceedings (except for those regarding any foreclosure proceedings instituted by the Town on Town taxes delinquent as of the date of this agreement). The Town hereby delegates this decision to the County. The County shall give the Town notice of the institution of any foreclosure action at least thirty days prior to filing in cases where there are delinquent taxes owed the Town as of the date hereof.
- b) The County shall send a joint notice as required by N.C. Gen. Stat. §105-375(c) and shall consolidate the tax liens of the County and the Town for the purpose of docketing a judgment on such liens as contemplated by N.C. Gen. Stat. §105-375(k). Following entry of a judgment, an execution shall be issued to enforce such judgment.
- c) All expenses directly related to compliance with the procedural and substantive requirements of N.C. Gen. Stat. §105-375, including but not limited to notice, docketing the judgment and execution on such judgment, shall be advanced by the County, and reimbursed to the County from the proceeds of any foreclosure sale prior to payment to the Town and County of taxes recovered.
- d) The parties shall agree in advance of the sale upon a "maximum joint bid" for each execution sale of property to enforce a judgment entered as provided herein above, which bid will be entered on behalf of both parties. The "maximum joint bid" shall be the sum of all taxes, interest, penalties and applicable costs of enforcement, collection and sale owed to both jurisdictions. The parties further agree that if third parties bid at such execution sale, they will bid up to the "maximum joint bid", such that no third party will purchase the property for less than the "maximum joint bid". If the parties are the highest bidder at any sale, they shall each contribute to the purchase price a pro rata



amount of the whole, determined by the amount of ad valorem taxes owed to each of them for the respective tax year on the subject real property in relation to the total amount of ad valorem taxes owed to both parties.

- e) If the parties acquire title to real property following an execution sale as contemplated in this Agreement, they shall take title as tenants in common with each party owning a fractional interest of the whole that is equal to the same fraction as their contribution to the purchase price.

8. Payment to County

The fee for collection services for each fiscal year shall be a flat amount of 0.5% (equivalent to one half of one percent of the then-current Fiscal Year collections). Payment shall be accomplished by the County withholding the fee when remitting the monthly collection to the Town.

9. Termination

This Interlocal Agreement may be terminated by either party by providing six (6) months' notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the County shall deliver to the Town all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing and collecting, consistency of the tax bills, tax scrolls and other related records by February 1<sup>st</sup> of the fiscal year in which the termination shall be effective. The County shall continue to collect current and delinquent taxes through June 30<sup>th</sup> of the fiscal year in which the termination shall be effective. Upon termination of the Interlocal Agreement, the County shall provide a full accounting to the Town of the status of all tax collections. After June 30<sup>th</sup> of the fiscal year in which the termination becomes effective, the County shall not be further obligated either as to current or delinquent taxes due to the Town.

10. Entire Agreement

This Interlocal Agreement, including all exhibits or attachments if any, sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Interlocal Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties herein.

11. Notice

Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

County of Henderson  
c/o Charles Russell Burrell  
1 Historic Courthouse Square, Suite 5  
Laurel Park, NC 28792

Town of Laurel Park  
c/o \_\_\_\_\_  
441 White Pine Drive  
Laurel Park, NC 28739

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

HENDERSON COUNTY

By: \_\_\_\_\_  
John Mitchell, County Manager

TOWN OF LAUREL PARK

By: \_\_\_\_\_  
Alex Carmichael, Town Manager

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a).

By: \_\_\_\_\_  
Samantha Reynolds  
Henderson County Finance Director

Date: \_\_\_\_\_