



**Town Council
Work Session Minutes
July 11, 2024 – 9:30 a.m.**

Mayor O’Cain called the Work Session Council Meeting to order at 9:35 a.m. on July 11, 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
- Commissioner George W. Banta
- Commissioner Kristin Dunn
- Interim Town Manager Cara Reeves
- Town Clerk Tamara Amin
- Finance Officer Kirk Medlin
- Police Chief Bobbie Trotter
- Public Works Director Brandon Johnson
- Crew Leader Matthew Pearce

The following were absent:

- Parks Operation Coordinator Bryan Hensley
- Fire Chief Tim Garren

APPROVAL OF THE AGENDA

Town Clerk Amin asked to add Approval of Friends of Laurel Park Electrical Outlet and Approval of Pedestrian Signs to the Agenda. Mayor Pro Tem Hansen moved to approve the amended agenda. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

OLD BUSINESS

LAND OF SKY STORMWATER MANAGEMENT PLAN CONTRACT

Interim Town Manager Cara Reeves said the purpose of this Stormwater Management Plan (SWMP) is to establish and define the means by which the Town of Laurel Park will comply with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit and the applicable provisions of the Clean Water Act to meet the federal standard of reducing pollutants in stormwater runoff to the maximum extent practicable.

This SWMP identifies the specific elements and minimum measures that the Town of Laurel Park will develop, implement, enforce, evaluate, and report to the North Carolina Department of Environmental Quality (NCDEQ) Division of Energy, Minerals and Land Resources (DEMLR) in order to comply with the MS4 Permit number NCS000478, as issued by NCDEQ.

In preparing this SWMP, the Town of Laurel Park has evaluated its MS4 and the permit requirements to develop a comprehensive 5-year SWMP that will meet the community's needs, address local water quality issues, and provide the minimum measures necessary to comply with the permit. The SWMP will be evaluated and updated annually to ensure that the elements and minimum measures it contains continue to adequately provide for permit compliance and the community's needs. Once the SWMP is approved by NCDEQ, all provisions contained and referenced in this SWMP, along with any approved modifications of the SWMP, are incorporated by reference into the permit and become enforceable parts of the permit.

Mayor Pro Tem Hansen said there are a lot of elements to this plan especially for the Town Administrator and Public Works.

Council decided to move this agenda item to Tuesday's meeting for further discussion and review. Council asked Staff to talk to Dr. Roderick about the amount of work on Staff and ask about an extension clause.

LAND OF SKY TECHNICAL ASSISTANCE CONTRACT

Interim Town Manager Reeves said after the departure of the Town Manager was announced, and the Assistant to the Town Manager/Zoning Administrator was appointed as Interim Town Manager, staff reached out to the Land of Sky again for technical assistance. A new contract for interim Zoning Administration/Code Enforcement with the town of Laurel Park is proposed.

No new funds are required.

As requested, the contract has been set up as a project, with a total number of hours to pull from for FY25. The basic breakdown is as follows:

- 40 hours per month @ \$70.00 per hour = \$2,800
- \$2,800 Monthly Invoice (\$33,600 for the year)

Mayor Pro Tem Hansen moved to approve the Land of Sky contract for the provision of Technical Service Assistance in the monthly amount of \$2800. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

- a. Technical Assistance Contract - The aforesaid contract is attached to, and made part of, these minutes as Appendix 1.

Council asked about the Ecusta Landscape Plan. Staff said there are no sewer plans and this will be on the agenda for Tuesday. Council asked Staff to let Hunter Marks look at the Landscape Plan.

NEW BUSINESS

PORTABLE TOILETS

Public Works Director Brandon Johnson said at the Town Council's regular meeting in June, Council asked Staff to get prices for installing portable toilets at Laurel Green Park.

Staff has contacted Griffin Waste, and their seasonal handicap portable toilet is \$155 plus the variable fuel surcharge (13.75%) and tax for a total of \$188.21. This is billed every 4 weeks and serviced weekly until pick up date. The handwashing station is \$157.86 for a total of \$346 per month through October or November.

Council asked Staff to screen it off and lock it at 8:00 p.m.

Mayor Pro Tem Hansen moved to approve a contract with Griffin Waste including the handwash station through November. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

TOWN BENCHES

At the Town Council's regular meeting in June, Council asked Staff to find out how many benches we had around Town and where they were located.

Staff has found the following:

Thirteen of the current style green benches, seven of the small concrete benches, one Cast iron and composite bench, two Cast iron and wood benches, Rhododendron Lake has eight of the green benches.

Jump Off has two of the green benches and the two cast iron and wood benches.

Little Laurel Green has two of the green benches.

Laurel Green has one concrete bench and the cast iron and composite bench.

Crystal Springs has one of the green benches.

The remaining concrete benches: one at Canal Drive and Lake Drive, one near 2626 Laurel Park Highway, one on Birchwood Drive and Pinewood Circle, one at Laurel Park Highway and Roberts Drive, and one at Orchard Circle and East Ramp.

Mayor O'Cain said the O'Leary bench comes in on the 22nd of the month, the place that was chosen to put the bench is now a cut through for the trail. Mayor said he will find another spot. Mayor Pro Tem Hansen asked Staff to pressure wash some of the benches.

Mayor O’Cain asked Staff to come up with a list of places that need benches and/or retiring benches that the Town can rededicate.

Commissioner Dunn asked why there were only two benches at Laurel Green. Where did the third one go and why they were in places with no shade?

TASKS/ONGOING PROJECTS

Interim Town Manager Reeves presented Council with a list of Current Projects and asked that Council review it and let her know if there are other outstanding items.

- b. Current Projects List - The aforesaid list is attached to, and made part of, these minutes as Appendix 2.

Staff spoke about how trash was handled. Mayor O’Cain asked Staff to put more information in the newsletter. Mayor Pro Tem Hansen recommended banning underground receptacles.

FLP ELECTRICAL OUTLET

Commissioner Bridges said the electrical outlet at Jump Off Rock is already in and Friends of Laurel Park are asking the Town to pay half.

Mayor Pro Tem Hansen moved to approve paying half of the electrical outlet at Jump Off Rock to the Friends of Laurel Park. Mayor O’Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

PEDESTRIAN SIGNS

Town Clerk Amin said at Tuesday’s Parks and Greenways meeting, they recommended putting pedestrian crossing signs on both sides of the post at Glenn rock and Hebron where the speed limit signs exist and the other signs on both sides of post for the Island on Laurel Park Highway at existing sign as well.

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

AGENDA REVIEW FOR THE COUNCIL REGULAR MEETING SCHEDULED FOR July 16, 2024

Ms. Reeves said the Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, July 16, 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. July Monthly Report
 - B. Minutes for the June 13, 2024 Work Session
 - C. Minutes for the June 13, 2024 Closed Session
 - D. Minutes for the June 18, 2024 Regular Meeting
 - E. Minutes for the June 25, 2024 Special Meeting
 - F. Tax Collector Charge Resolution
6. **Old Business**
 - A. WGLA Proposal
7. **New Business**
 - A. Public Hearing- 1512 Brevard Road
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. **Closed Session- NCGS 143-318.11(a)6-** consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.
12. **Adjournment**

CLOSED SESSION

Commissioner Bridges 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.

Mayor Pro Tem Hansen moved to reconvene the Council Work Session Meeting at 10:40 a.m. Mayor O'Cain asked for discussion; there was none. The vote was unanimous in favor of the motion.

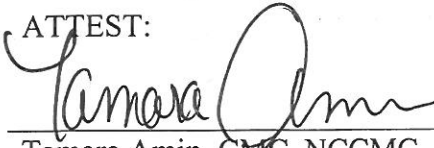
The following were present at Town Hall:

- Mayor J. Carey O'Cain
- Mayor Pro-Tempore A. Paul Hansen
- Commissioner Deb Bridges
- Commissioner Kristin Dunn
- Commissioner George Banta


ADJOURNMENT

There being no further business, Commissioner Bridges moved to adjourn at 10:40 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

Interlocal Memorandum of Agreement

Type of Award: <input type="checkbox"/> Sub-Award <input checked="" type="checkbox"/> Purchase of Goods & Service		Contract No: <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification	
LOSRC		Community	
Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806		Town of Laurel Park 441 White Pine Drive Laurel Park, NC 28739	
1. EIN: 561024369		Source of Funding: Prime Sponsor: Local Federal Aid Number: CFDA: Federal Provisions Applicable: <i>[if marked, Federal Funds clause is included in compliance with 2 CFR Part 200]</i>	
2. UEI: HS8MVFRAHYH57			
3. Proposal/Project Title: Laurel Park Zoning Administration			
Congressional Districts: Awardee: NC 11 Awardee Performance Area: NC 11		4. Funding Information/Period of Performance:	
		a. Amount Funded this Action: \$ 33,600.00	
		b. Amount Cost Share: NA	
		c. Total Funds: \$33,600.00	
		d. Start Date: 07/01/2024	
		e. End Date: 6/30/2025	
<i>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</i>			
Signature: _____ Finance Officer: Kirk Medlin		Date: _____	

<p>LOSRC Principal Contact: Name: Mary Roderick Phone: 828.251.6622 Email: mary@landofsky.org</p>	<p>LOSRC Department Director: Name: Erica Anderson Phone: 828.251.7442 Email: erica@landofsky.org Initial: _____</p>
	<p>LOSRC Financial Officer: Name: Patricia Rosenberg Phone: 828.251.6622 Email: patricia@landofsky.org</p>
<p>Send Invoice to: Town of Laurel Park 441 White Pine Drive Laurel Park, NC 28739</p>	<p>Send Payment to: Accounts Receivable Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806</p>
<p>The undersigned hereby certifies further that:</p> <ul style="list-style-type: none"> ▪ He or she is a duly authorized representative of the Entity named herein; ▪ He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Entity; and ▪ He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony 	
<p><i>Town of Laurel Park</i></p> <p>Signature: _____</p> <p>Name: Cara Reeves Title: Interim Town Manager</p> <p>Date: _____</p>	<p><i>Land of Sky Regional Council</i></p> <p>Signature: _____</p> <p>Name: Nathan Ramsey Title: Executive Director</p> <p>Date: _____</p>

Interlocal Memorandum of Agreement

July 1, 2024 – June 30, 2025

THIS AGREEMENT, made the 11th day of July in 2024 by and between Land of Sky Regional Council, hereinafter called the "Council", and Town of Laurel Park, hereinafter called the "Town".

WITNESSETH:

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972; and

WHEREAS, this Interlocal Cooperation Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Town has requested the Council provide such technical assistance as listed in the Scope of Work (Exhibit A); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Personnel and Scope of Work

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Town for 40 hours per month.

The Council hereby agrees to engage with the Town, and both named entities agree to perform in a satisfactory and proper manner the work as described in the "*Scope of Work*" in Exhibit A.

2. Length of Contract

The Council and Town shall ensure that all services required herein shall be undertaken and completed in such sequence as to assure expeditious completion of the purposes of this Contract within the timeframe established in Box 4 of the Cover Page.

3. Compensation and Method of Payment

The Town agrees to reimburse the Council for the agreed upon Project Cost monthly upon submission of an invoice with required supporting documentation. These fees will be billed for \$2,800.00 (two thousand eight hundred dollars) each month during the period noted in Section 2, or for as long as the services are needed. All payments shall be made pursuant to authorization in this Agreement and in the resolution or agenda item in which the specific amount for the project was approved.

4. Termination/Modifications

The Council or Town may terminate the contract by giving a thirty-day written notice to the other entity (via email). Furthermore, if there is a need to amend Scope of Work in Exhibit A, either party may do so with the written consent of the other through a formal contract amendment.

5. Assignment of Interests

The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Town or unless specifically contained in the Scope of Services attached hereto.

6. Changes

The Council may request changes in the scope of work or services to be performed hereunder. Such changes, including any increases or decreases in compensation, which are mutually agreed upon by and between the Town and Council, shall be incorporated as written amendments to this Agreement.

7. Records

The Town and Council agree to keep financial records and other applicable records for this project available during the contract period and for five (5) years from the date of payment of the final invoice for inspection and audit by any authorized representatives of the government.

8. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina. The Town and Council shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal and local governments which may in any manner affect the performance of this Agreement.

9. Indemnification

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Town as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Town agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Consultant or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

10. Nondiscrimination Clause

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

11. Age Discrimination Act of 1975, as amended

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

12. Section 504, Rehabilitation Act of 1973, as amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

13. E-Verify Provision

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Council, and the Council's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

14. Attachments

The following attachments are made a part of this agreement by this reference:

- a. Exhibit A: Scope of Work

15. Federal Funds

The Town shall make all necessary inquiries to correctly identify the source of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II** (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Exhibit A: Scope of Work

TOWN OF LAUREL PARK

Technical Assistance

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council for the Town of Laurel Park. The scope of work includes:

1. Assisting Town Zoning Administrator with Code Administration and Enforcement

40 hours of technical assistance will be provided per month in assisting the Town's Zoning Administrator in the general administration and enforcement of the Town's Unified Development Ordinance. Planning advice and assistance with staff memoranda and meeting preparation will be provided to the Town's Zoning Administrator, Town Council, Town Manager, Town Attorney, Planning Board, and Board of Adjustment. Assurance will be made for meeting legal public notice deadlines. Assistance will also be provided to the Town's Zoning Administrator in the administration of zoning permits, site plan and subdivision review, zoning applications and hearings, Board of Adjustment applications and hearings, and code enforcement.

3. Other Duties as Directed by Town Manager and Town Mayor

It is understood that priority changes and/or substitutions may be made by the Town Manager and Town Mayor as needed to include work on other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

Current Projects

Tuesday, July 2, 2024 2:02 PM

- Ecusta Crossing
- Ecusta Trail
- Garbage transition
- LG Park grant close out
- VC3 contract
- Rezoning of 1512 Brevard Rd.
- Potential ordinance language change from 7:00 AM to 6:30 AM
- Hiring: TM, PT position, shared DPW/Parks position, Invasive Vines
- Salary survey
- Upcoming audit/ FY24 close out
- Land of sky updated contracts (stormwater and tech. assistance)
- Copier contract
- Highway 64
- Paving and road shoulders, culverts (Will's recommendations)
- Centennial
- Daniel Drive & LG Park sewer – status of state contract
- Playground accessibility grant
- Eco-Enviro Concerns (including wildlife issues)
- Drainage Study and Erosion Control
- Comprehensive Plan/Ingles Vision
- Long-term sewer plan
- Cell tower lease renewal
- AT&T internet service
- Adequate space for Police Department
- Hwy 64 property
- Stormwater study (water quality, fee, Fleetwood runoff)
- Remainder of ARPA money appropriated accordingly
- Ongoing traffic calming
-