

Town Council Work Session June 13, 2024

THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON Please visit www.laurelpark.org for more information

Please click the link below to join the webinar: https://us02web.zoom.us/j/83695175030

Or Telephone: 1-646-931-3860 (US)

- 1. Call to Order
- 2. Approval of the Agenda
- 3. Old Business
- 4. New Business
 - a. Solid Waste Collection Proposals (page 2)
 - b. Budget Public Hearing (page 22)
 - c. ABC Board Member Appointments (page 40)
- 5. Agenda Review (page 42)
- 6. Adjournment



Title of Item: Solid Waste Collection Proposals

Presenter: Cara R. Reeves, Assistant to the Town Manager

Attachment(s): Yes/No

• Consolidated Waste Services (CWS) Bid (page 3)

• Maybin's Trash Service Bid (page 4)

• CWS & Maybin's Bid Comparison Sheet (page 8)

• Waste Pro of North Carolina Bid (page 9)

Summary of Item:

At the Town Council's regular meeting in May, Town Manager Carmicheal brought up the solid waste contract as it is set to expire at the end of this fiscal year (June 30). Our current hauler, Waste Pro, provided a contract renewal, showing an overall monthly increase of 113%. In addition to that percentage, they will amend the amount to reflect the CPI each year. Waste Pro's new proposal reflects a \$26.00 + CPI + a varying fuel cost per household, per month. For reference, our current figure is \$10.50 per household. Finance Director Medlin figured that is a \$210,000.00 yearly increase.

As these costs would significantly impact our operating budget, staff requested additional bids. As a result, we have two additional bids for the Council to consider. CWS and Maybin's responded to the Town's request. Finance Director Medlin created the table comparing the three upcoming fiscal year prices for CWS and Maybin's for your review.

Council Action Requested:

Review submitted proposals and vote on the agenda item.

Suggested Motion:

Motion to approve a contract with (hauler name) for the Town of Laurel Park's residential waste removal and recycling services in the amount of (amount) for services beginning July 1, 2024.



May 22, 2024

Town of Laurel Park – Alex Carmichael, Town Manager 441 White Pine Drive Laurel Park, NC 28739

Re: Proposal for Residential Waste Removal and Recycling Services

Mr. Carmichael,

Thank you for allowing Consolidated Waste Services the opportunity to provide you with the below proposal for residential waste and recycle collection services for the Town of Laurel Park.

	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029
Household Total	\$13.84	\$14.17	\$14.51	\$14.51	\$14.86
Household Trash	\$11.09	\$11.42	\$11.76	\$11.76	\$12.11
Household Recycle	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75

As we all are aware, fuel prices fluctuate from time to time based on current market conditions. Consolidated Waste Services has implemented a fuel surcharge program to address the volatility in fuel prices. The fuel surcharge will be applied to each invoice based upon the average fuel cost within your area as per below schedule.

Fuel Rate	Percentage Amount
\$3.10 - \$3.34	4.5%
\$3.35 - \$3.54	6.5%
\$3.55 - \$3.64	7.5%
\$3.65 - \$3.74	8.0%
\$3.75 - \$3.84	9.5%
\$3.85 - \$3.94	10.5%
\$3.95 - \$4.00	12.5%
\$4.01 - \$4.25	14.5%
\$4.26 - \$4.35	15.5%
\$4.36 - \$4.55	17.9%

Again, thank you for the opportunity to provide the Town of Laurel Park the above proposal and we look forward to working with you.

Warmest Regards,

-Consolidated Waste Services

Maximum legal weight for a container is 9½ tons. Should Consolidated Waste Services receive an overweight fine, the fine will be passed along to the customer. The proposed rate above is valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposal framework of service offerings and rates and fee for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Consolidated Waste Services Customer Service Agreement.

BID PROPOSAL FOR RESIDENTIAL TRASH PICKUP SERVICES IN LAUREL PARK

by

Maybin's Trash Service 2411 Asheville Hwy Hendersonville NC 28791 828-692-9872 wnc@go4kirby.com 4/24/2024

Executive Summary

Maybin's Trash Service is honored to submit this bid proposal to provide comprehensive residential trash pickup services for the town of Laurel Park. With our extensive experience, commitment to quality, and focus on customer satisfaction, we are poised to deliver reliable and efficient waste management solutions.

Experience and Qualifications

While Maybin's Trash Service attributes its success to the grace of God, we believe we have identified a few of the process-level causes of our success. Chief among these is our commitment to **operational excellence**. We have learned what we can do week in and week out and this is what we offer to our customers. Though our formula cannot meet the needs of all potential customers, it meets the needs of most, and it does so reliably. So we stick with it.

Our Operational Formula

One 96 gallon Maybin's trash cart containing bagged trash presented at the curb once a week with two bags of recycling outside the cart. Beyond this standard service we offer three add-ons for a premium price: In-yard service, double-capacity, and SpecOps. In addition to these weekly services, we also offer bulk pickups (appliances, furniture, etc).

Scope of Services

Type of Material

- Solid Waste and Recycling: Our service includes the collection of both solid waste and recycling materials.

Add-ons

The regular route services will be billed to Laurel Park, but In-yard, Double-Capacity, SpecOps, and Bulks can all be arranged by residents individually by contacting our office.

Capacity

- Trash: Each residence is allocated one Maybin's Trash Can.
- Recycling: Residents may present up to two bags of recycling placed outside the Maybin's Trash Can. Residents can also put bagged recyclables in their own personal can.

Packaging

- Bagging: All trash must be bagged and securely tied, particularly recycling bags, to ensure proper handling. All trash must be bagged even though placed in a cart.

Location

Curbside Collection: All trash must be presented at the curb. For most homes, this is defined as the "end of the driveway." For condominiums, apartments, and similar residences, the curb is defined as "where we can back our trucks." We do not walk more than 3-8 feet to retrieve the trash.

Frequency

Once per week.

Pricing

- Service Fee: \$15 per home per month.
- In-yard, Double-Capacity \$13/per month (residents arrange directly with us)
- SpecOps \$39/month (residents arrange directly with us)

Holidays

Service Delay: Holidays delay our trash pickup schedule. If a holiday falls on a service day, the pickup is delayed by one day. If a holiday falls on the day before the service day, the entire week's schedule is offset by one day.

Staffing and Training

Our team is highly trained in safety and operational efficiency. We emphasize customer service and ensure our staff is prepared to meet and exceed service expectations.

Equipment and Technology

We use modern, well-maintained trucks and equipment to ensure reliable and efficient service. Our technology helps optimize route planning and minimize service disruptions.

Route Planning and Efficiency

Careful route planning maximizes efficiency and reduces noise and disruption for residents. Our goal is to provide a seamless, predictable service that residents can rely on.

Conclusion

All our guidelines are designed with one primary goal: to ensure operations run smoothly and predictably, creating a painless and reliable service that just works. The customer's presentation and packaging of the trash is the first step in a successful garbage service. Proper packaging and placement at the curb facilitate efficient pickup and help maintain the community's cleanliness and orderliness.

By following these guidelines, residents contribute to a seamless service that they can depend on weekly. Maybin's Trash Service is dedicated to partnering with the residents of Laurel Park to create a clean, sustainable, and well-serviced community.

We appreciate the opportunity to submit this bid and look forward to potentially serving the town of Laurel Park. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Wes Hedrick General Manager Maybin's Trash Service

Comparison of Maybin's and CWS

FY 25 - FY 27

Fiscal Year 24-25						
Base Rate Landfill Fee Gas Surcharge Total						
Maybin's	20,625.00	-	-	20,625.00		
CWS	19,030.00	2,847.64	7.50%	23,518.46		

Fiscal Year 25-26						
Base Rate Landfill Fee Gas Surcharge Total						
Maybin's	20,625.00	-	-	20,625.00		
CWS	19,030.00	2,847.64	8.00%	23,627.85		

Fiscal Year 26-27						
Base Rate Landfill Fee Gas Surcharge Total						
Maybin's	20,625.00	-	-	20,625.00		
CWS	19,030.00	2,847.64	8.00%	23,627.85		

Landfill Fee Note:

Maybin's does not charge the client for landfill fees; CWS does. Estimated cost is based upon the Town's average landfill fee over the past six months.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

THIS CONTRACT was made and entered into this ____ day of May 2024 by and between the Town of Laurel Park (the "Town"), acting by and through their Town Mayor, and Waste Pro of North Carolina (Waste Pro) (the "Company").

WITNESSETH:

WHEREAS, the Town is desirous of securing the services of the Company to provide equipment, personnel, and management of each Town collection, transportation, and disposal of the Town Municipal Solid Waste (MSW) and other additional collection services, including the processing of the Recyclables at an acceptable processing center for Recyclables;

WHEREAS, the Company desires to provide these Services for the Town, having experience in the collection, transportation, and disposal of MSW and household Garbage to appropriate EPA and NCDEQ-approved Subtitle D Landfill Facilities and the transportation and delivery of collected Recyclables to the designated Company designated Materials Recovery Facilities ("MRF") operations;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. BULK WASTE—Large solid waste items such as furniture, white goods, mattresses, and other oversized waste whose large size precludes or complicates their handling by standard solid waste collection, processing, or disposal methods.
- B. COLLECTION The act of removing solid waste, or materials that have been separated for recycling, to a transfer station, processing facility, or disposal facility.
- C. CONSTRUCTION AND DEMOLITION WASTE Waste resulting solely from construction, remodeling, repair, or demolition operations on buildings or other structures, but not inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar non-hazardous material.

- D. COMPANY The person, corporation, or partnership performing solid waste collection services under contract with the Town.
- E. DISPOSAL SITE A refuse depository including but not limited to sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal. The disposal or processing facility for any or all the materials collected may change to meet the needs and contractual obligations of the Town.
- F. GARBAGE Dead animals of less than ten (10) pounds in weight except those that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable, or other matter) that results from the preparation, processing, consumption, Dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but not limited to, foods or containers of food; all putrescible or easily decomposable waste; animal or vegetable matter likely to attract flies or rodents, but excluding sewage and human waste.
- G. HAZARDOUS WASTE—Any chemical, compound, mixture, substance, or article designated by the United States Environmental Protection Agency or appropriate federal or state agency to be hazardous or toxic as those terms are defined by or pursuant to Federal or State law or regulations.
- H. INDUSTRIAL WASTE Waste generated by industrial processes and manufacturing.
- I. LANDFILL—A legally permitted disposal facility. Copies of permit documentation verifying the legality of such landfills must be provided. This language is not intended to preclude the utilization of transfer stations.
- J. LEAF and LEAVES Vegetative matter resulting from landscaping and lawn maintenance is limited to leaves from trees and shrubs, exclusive of limbs, stumps, etc.
- K. MEDICAL WASTE Any Solid Waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.
- L. MUNICIPAL SOLID WASTE Solid Waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would typically be collected, processed, and disposed of through a public or private solid waste management service. Municipal Solid Waste ("MSW") does not include Hazardous Waste, Special Waste, or solid waste from mining or agricultural operations.

- M. REFUSE All non-putrescible waste.
- N. RECYCLABLES Items that are acceptable by the Town include newspapers and their inserts, computer paper, white office paper and junk mail, magazines, envelopes, cereal boxes and boxes for crackers, cookies, and other similar foods, plastic soft drink bottles, plastic water and milk jugs, aluminum food cans, bi-metal and steel food cans, old corrugated cardboard boxes that are flattened, cut to 18" by 18" for placement inside the Designated Cart, and other recyclables acceptable for processing at the MRF as mutually agreed by the Town and the Company. Items to be recycled may be changed upon mutual agreement by the Town and the Company based on current market conditions for such goods. Recyclable materials may change based on the ability of the local processing facilities to process such goods.
- O. RESIDENTIAL UNITS An occupied dwelling (whether a single-family home or a multifamily unit) containing five (5) or fewer units within the corporate limits of the Town requiring curbside collection. A residential unit shall be deemed occupied when supplied with water or domestic light and power services.
- P. ROLL OUT CART ("Cart") A ninety-six (96) gallon storage receptacle with two (2) wheels and an axle and as a receiving receptacle for Garbage or Recyclables. The Cart is also equipped with a top lid constructed of special plastic that allows the Cart to be pushed or pulled to the curb of the street. It is designed to accommodate household Garbage and MSW or Recyclables.
- Q. SEPTAGE Any solid, semisolid, or liquid waste generated from municipal, commercial, industrial, or institutional wastewater treatment plants, water supply treatment plants, air pollution control facilities, or other waste with similar characteristics and effects.
- R. SMALL COMMERCIAL UNIT Any active small business in the Town that requires curbside collection.
- S. TOWN Town of Laurel Park, NC
- T. SOLID WASTE All solid and semi-solid Garbage and Refuse, but never (a) Hazardous Waste materials, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), and (0 source, special nuclear, or by-product materials as defined by the Atomic energy Act of 1954 as amended (68 STAT.923)
- U. SPECIAL WASTE Solid Waste requiring special handling and management, including White Goods, whole tires, used motor oil, lead-acid batteries, and Medical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes,

industrial process wastes, asbestos-containing material, chemical-containing equipment, demolition debris, incinerator ash; medical wastes; off-spec chemicals, sludge; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

- V. UNACCEPTABLE WASTE Highly flammable substances, Hazardous Waste, Special Waste, liquid wastes(wastewater, fats, oils or grease (FOG), used oil, and hazardous liquids), biological and pathological wastes, explosives, toxic materials, radioactive materials, materials that the disposal facility is not authorized to receive or disposal of, and other materials deemed by state, federal, or local law, or in the reasonable discretion of the Company, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the disposal facility.
- W. UNIT is defined as one (1) single-family residence, detached or attached, or a designated non-residential location within the Town's Corporate Limits requiring curbside collection.
- X. UNIT PRICE is defined as the amount on "Exhibit A" to provide Refuse and Recyclable Collection. (Services as mentioned above shall not include apartment complexes.)
- Y. WHITE GOODS Refrigerators, ranges, stoves, water heaters, freezers, scrap metal, copper, and similar domestic and commercial large appliances.
- Z. YARD WASTES All vegetative matter resulting from landscaping or yard maintenance. Yard Waste shall not include Unacceptable Waste. Contractor-generated yard waste and land clearing are not included in this definition.

2. AWARD OF CONTRACT

The Town hereby awards this Contract to the Company. During the term of this Contract and any extensions or renewals, the Company shall be the only entity or person paid by the Town to provide the Services herein within the Town limits for the term of this Contract and any extensions.

3. TERM

The Term of this Contract shall begin July 1, 2024, and continue through June 30, 2027, unless sooner terminated for cause or failure to perform per the terms and conditions set forth. The Term of this Contract shall automatically extend for an additional three (3) year terms unless one party advises the other in writing at least one hundred eighty (180) days before the expiration of the then-current term of the Contract. Any such written notice shall be served by certified or registered mail return receipt requested. In no event shall the term of this Contract extend beyond that allowed by Applicable North Carolina State Law. Nothing herein shall prevent the Town and the Company from mutually agreeing upon the selection of an extension term subsequent to the initial term of the Contract.

4. <u>SERVICE</u>

The Services to be provided by the Company shall include the following:

- A. <u>MSW</u> The Company shall service each Town-approved Residence and Small Commercial Unit within the Town with one (1) ninety-six (96) gallon Cart specifically designed for the storage and collection of MSW and household Garbage. The Company will provide a scheduled service to empty the stored contents in the Company's collection refuse body on a scheduled basis once each week, which the customer adequately prepares in accordance with Section 4. A.i.
 - i. Each unit will be serviced with one (1) Refuse cart per unit. The Company will not be responsible for collecting overflow outside of the cart except for the weeks following Thanksgiving, Christmas, and New Year's.
 - ii. The Company shall not collect materials resulting from the operation of any business or commercial endeavor unless it falls under the definition of a Small Commercial Unit.
 - iii. The Company shall take refuse collected to the Designated Disposal Facility as specified by the Town.
 - iv. Tagging Non-Compliant Materials. The Company shall collect refuse placed in the Designated Collection Container provided by the Company if unacceptable materials are placed in the Designated Collection Container. The Company shall not collect materials, tag them with an explanatory printed notice to the customer, or notify the Town within eight (8) work hours. Following the notification by the Company, the Town will investigate the matter and advise the Company of its decision and any action that the Town requires. If the Town finds that the material set out does meet the specifications, the Company will be notified by the Town and must return and pick up the refuse within eight (8) working hours of notification. If the Town finds that the materials did not meet the specifications, the Company will not be required to return to the Unit until the next regularly scheduled pickup. The Company shall pick up the material if the materials set out meet the specifications at the next regularly scheduled pickup.
 - v. Customers will contact the Town to obtain additional Refuse Containers. Additional containers will be serviced on the regular collection day.
 - vi. MSW carts are provided by the Town.
 - vii.Disposal costs paid by the Town.
- B. <u>RECYCLABLES COLLECTION</u> The Company shall service each Town-approved Residence and Small Commercial Unit within the Town one (1) ninety-six (96) gallon Cart specifically designed for the storage collection and processing of Recyclables in which the Company will Service the Cart and empty the collected Recyclables into the

proper collection vehicle on a scheduled basis every-other-week that the customer adequately prepares in accordance with Section 4. B.i.

- i. The Company shall collect all recyclables as determined by the Town. The following fibrous items will be collected: magazines, paper bags, corrugated cardboard, spiral paper cans, newspapers, and inserts. The following non-fibrous materials are to be collected: aluminum cans, glass jars and bottles, steel cans, plastic soda bottles, plastic milk and water bottles, and any other materials accepted by Mecklenburg County.
- ii. If a change in recyclable items to be collected, as specific in Section B.i., results in a change in the operational cost of accomplishing the work, new unit costs or a lump sum cost may be negotiated between the Company and the Town.
- iii. Each unit will be serviced with one (1) recycling cart per unit. The Company will not be responsible for collecting overflow outside of the cart except for the weeks following Thanksgiving, Christmas, and New Year's.
- iv. The Company shall not collect materials resulting from the operation of any business or commercial endeavor that is not a small business unit.
- v. The Company shall take recyclables collected to the Designated Processing Facility as specified by the Town.
- vi. Tagging Non-Compliant Materials. The Company shall collect recyclables placed in the Designated Collection Container provided by the Company if unacceptable materials are placed in the Designated Collection Container. The Company shall not collect materials, tag them with an explanatory printed notice to the customer, or notify the Town within eight (8) work hours. Following the notification by the Company, the Town will investigate the matter and advise the Company of its decision and any action that the Town requires. If the Town finds that the material set out meets the specifications, the Town will notify the Company. The Company must return and pick up the recyclables within eight (8) working hours of notification. If the Town finds that the materials did not meet the specifications, the Company will not be required to return to the Unit until the next regularly scheduled pickup. The Company shall pick up the material if the materials set out meet the specifications at the next regularly scheduled pickup.
- viii. Customers will contact the town to obtain additional recycling containers. The additional containers will be serviced on the regular collection day.
- viii. REC carts are provided by the Town.
- ix. Processing costs paid by the Town.

5. HOURS of OPERATION

The Company shall operate from 5:30 a.m. to 8:00 p.m. All approved services shall be at the curb before 5:00 a.m. on collection day. Any material not at the curb before 5:00 a.m. may be considered late/non-compliant. The company shall not be deemed a missed service during a late set-out. Exceptions to collection hours may occur upon mutual agreement of the Town and the Company.

6. HOLIDAYS

Collection will be suspended on the observed holidays at the discretion of the Company. The observed holidays may or may not be the same as those designated by the Town for Town employees. The Company shall submit annually to the Town its observed holidays for the calendar year. Holiday schedules for the following year must be submitted by December 1, proceeding with the new calendar year. All dates are subject to change based on the disposal/processing facilities.

7. EXCLUSIONS

This Contract shall not require the company to collect, transport, dispose of, or otherwise handle Bulk, Yard, Construction, Demolition, Hazardous, Industrial, Septage, or Special Waste.

8. TITLE

The Company shall collect the Town's MSW and Recyclables, and the title shall remain with the Town during the Company receipt and transportation to the designated Subtitle D Landfill Facility or Recycling MRF for ultimate disposal of the MSW and processing of the Recyclables at the Town's designated Materials Recycling Facility (MRF).

9. RATES

Rates are outlined in ATTACHMENT "A."

10. RATE MODIFICATION

The rate charged by the Company to the Town for the second and subsequent years of the term hereof will be adjusted upward to reflect the changes in the Consumer Price Index ("CPI") during the preceding twelve months. For this Contract, the CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Water and Sewer and Trash Collection Services. The initial rate adjustment will take effect July 1, 2025, and any successive rate increases in the succeeding year throughout the term. Rate adjustments are a maximum of 5% annually. Monthly rate payments will be adjusted to compensate for the annual rate increases. The Company shall give notice of possible rate increases before March 1st of each fiscal year based on the December report.

In addition, the Company may petition the Town for a rate increase based on other unusual changes in the Company's cost of operations, including disposal or processing costs or increased/decreased costs associated with the relocation of either facility, by written request with justification approved by the Town. The Town will not withhold such approval unreasonably.

11. PANDEMIC / ENDEMIC

The parties acknowledge that the financial impacts of a pandemic or endemic would be uncertain. They understand that those effects, as they become known, would constitute "unusual changes."

12. CHANGE in FUEL PRICE

The Town shall adjust payments to the Company quarterly for either an increase or decrease in the fuel cost for providing the service to the Town as per the contract. The fuel adjustment component (fac) shall be adjusted on the first quarter after the start date of the contract with the base of fuel pricing being set at the fuel pricing as per "On Highway Retail Diesel Price" Lower Atlantic Region, U. S. Department of Energy, Energy Information Administration published on the Internet at: http://tonto.eia.doe.gov/oogiinfo/wohdp/diesel detail report.asp.at the start date of this contract and every quarter thereafter. This fuel adjustment component will not be considered within the CPI adjustment in paragraph F above.

Example: Fuel cost as per the internet listing at the start date of the

contract: \$2.90 per gallon

5% of rate .145
Base Rate \$3.045
1st Quarter price \$3.25
Rate increase .205 per gallon

.205 multiplied by the gallons used by the Company.

Each quarter, the Company shall calculate the adjusted fuel component price described above and send a letter to the Town showing the calculations using the route miles, route hours, and gallons of fuel used to provide the services to the Town as per the contract. The vendor will break the fuel consumption into components for each service provided, including residential garbage and recycling. The rate paid to the Company will be adjusted by residential unit counts for residential will be adjusted monthly accordingly.

The base rate established for this contract is \$3.75 per gallon. Therefore, fuel increase will only occur once the fuel reaches this rate.

13. INDEMNITY

The Company shall indemnify the Town against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by (a) the Company's negligent or willful misconduct in providing the Services herein required, (b) the Company's negligent or willful misconduct in the operation of its equipment in connection with the performance of the Services herein required, or (c) the Company's failure to comply with any applicable law, ordinance, or regulation. The Town shall notify the Company immediately upon obtaining knowledge of any matter giving rise to possible indemnification. The Company shall have the right to defend or contest any such claim or demand in the name of the Company. The Town shall provide such cooperation in connection therewith as the Company may reasonably request and shall make available to the Company or its representatives all records or other materials reasonably required in such defense. So long as the Company is contesting or defending any such claim or demand in good faith, no amount shall be deemed due unless the Town has been required by order of any court to pay any sum arising out of the subject matter of the suit.

14. INSURANCE

During the term of this Contract and all extensions, the Company shall maintain in full force and affect the following insurance, and a Certificate of Insurance will be provided to the Town upon execution of the Contract:

The Company shall provide the Town with the Certificate of Insurance for the Company for all coverage upon executing the Contract by the parties. In writing, a thirty (30) day notification is required from the Company if the stipulated Insurance Coverage is canceled or modified. It shall be the responsibility of the Company to ensure that all subcontractors used by the Company have the exact insurance requirements hereinabove, which shall be required by the Town.

15. FORCE MAJEURE

The Company shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, strike, terrorism, inclement weather, riot or insurrection, epidemic, pandemic, governmental interference, or any other event beyond the control of the Company render its performance hereunder substantially impossible. During such periods, a mutually agreed reduction in charges reflecting the decrease in service shall be made. The Company shall make all reasonable efforts to resume Service as expeditiously as possible.

16. PERMITS, LICENSES AND TAXES

The Company shall obtain all permits and licenses required by law or ordinance at its own expense and maintain same in full force and effect. The Company shall be solely responsible for permitting, licensing, and operating its equipment. The Company shall promptly pay all taxes required by local, state, and federal laws.

17. COMPLIANCE WITH LAWS AND LAWS TO GOVERN

The Company shall conduct operations under this Contract in compliance with all applicable state, federal, and local laws and ordinances, provided, however, that the term of this Contract shall govern the obligations of the Company where conflicting ordinances exist. The Company will also comply with all applicable federal, state, and local laws, rules, and regulations related to accepting, transporting, and delivering Company-collected Recyclables to the Company's-designated MRF. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

18. ENTIRE CONTRACT/MODIFICATION

This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

19. BIDING EFFECT

This Contract shall inure to the benefit of and be binding upon the lawful successors and permitted assigns of the parties hereto.

20. REPORTS

The town shall be able to review daily reports of missed stops or areas and requests for cart delivery, removal, or repairs. Monthly invoicing will be submitted by the 14th of each month after service and include the monthly tonnage information. All payments by the Town will be processed within thirty (30) days of receipt. Notification of personal injury or property damage, including vehicular damage to public or private property, including status and final disposition. The revocation of any license or permits to provide service to the Town of Mount Pleasant.

The Company shall provide the Town with information and records to assist the Town, County, or State of North Carolina in reporting data under the Solid Waste Management Act.

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IN WITNESS WHEREOF, this Contract was executed in duplicate on the day and in the year mentioned above. The execution by the Town shall be made pursuant to the authority granted to the Town Mayor by the Town's elected Board. The Town Municipal corporate seal shall be affixed by the Town Mayor and attested by the Town Clerk, and Waste Pro of North Carolina, as Company, has set their hand herein below.

By:	By:	
Tamara Amin, Town Clerk	J. Carey O'Ca	in, Town Mayor
ATTEST:	WASTE PRO o	f NORTH CAROLINA (Waste Pro)
By:	By:	
Malinda Barkley, Regional Director of Govern	ment Affairs Chip Grand	ingles, al Vice President
This instrument has been pre and Fiscal Control Act."	-audited in the manner require	d by the "Local Government Budget
- F	Kirk Medlin, Finance Director	

ATTACHMENT "A" Pricing





Title of Item: Budget Public Hearing

Presenter: Kirk Medlin - Finance Officer

Attachment(s): Yes/No

• Draft of FY 24-25 Budget (page 23)

Summary of Item:

The Local Government Budget and Fiscal Control Act requires local governments to hold a public hearing on the proposed budget prior to its adoption. This public hearing affords the public the opportunity to voice their opinions or objections. During the public hearing, any person who wishes to be heard on the budget must be allowed time to speak.

The Council will also have the opportunity to ask questions and discuss any pending items; most importantly, the cost implications of our change in Solid Waste providers.

Council Action Requested:

Discuss the FY 2024-2025 Budget.

Suggested Motion:

Move to approve/deny the FY 2024-2025 Budget.



Budget Workshop

6/13/24



Town of Laurel Park Budget Calendar Fiscal Year 2024-2025

Budget Procedure	Legally Required Date	Projected Date
Meet with Department Heads		January 22, 2024
CIP Meetings with Department Heads		February 8, 2024
Departmental Budget Requests Due	April 30, 2024	February 13, 2024
Preliminary Rev./Exp. Estimates		February 14, 2024
Special Appropriation Requests Due		February 20, 2024
Council Retreat		February 21, 2024 @ 10 AM
Preliminary Budget Review - Admin		March 4–15, 2024
Meetings with Dept. Heads		March 18-22, 2024
Revised Rev./Exp. Estimates		April 2, 2024
Budget Review & Adjustments		April 3-19, 2024
Draft Budget Sent to Council		April 25, 2024
Budget Workshop		May 21, 2024
Budget to City Council and Clerk	June 1, 2024	May 24, 2024
Public Notice of Budget Hearing	June 1, 2024	May 29, 2024
Public Budget Hearing		June 13, 2024
Adoption	July 1, 2024	June 18, 2024



Overview

The Draft budget includes the following:

- \$500,000 (general fund) plus \$120,000 (Powell Bill) for roads
- \$30,000 for the Highway 64 project
- Remaining balance of stormwater funds from ARPA* (estimate) plus stormwater collection fee funds
- COLA of 2.5%
- Merit up to 3%
- New retirement contribution rates of 13.67%
- No appropriation for the YMCA
- No changes to dependent care coverage
- No new autos
- \$25,000 in Pars for the playground
- A \$611,807 fund balance appropriation



Overview

- Council:
 - \$9,000 for new historical markers
- Administration:
 - Increased software support
 - \$50,000 for Centennial events
 - \$30,000 for Comp Plan update
 - Increased property and liability insurance
- Police and Fire:
 - \$30,000 for dispatch services
 - Increased software support
 - Capital outlay including AED, radios, vests, rifles, pistols, and speed sign
- Public Works and Sanitation:
 - Invasive vine removal
 - Half of new employee
 - Capital outlay for Caterpillar 420 Backhoe
 - 30-50% increase in sanitation cost (vendor costs estimated and vendor approval required)
- Parks:
 - Half of new employee
 - Capital outlay including backhoe attachment for Kubota, grappler attachment for Kubota, materials for board walk repairs in RLNP
 - Full Parks and Greenways Board request



Fund Balance

- \$611,807 fund balance appropriation
- Increase from prior budgets due to sanitation services
- The average increase projected from the two bidders is 40%; this number is added to the budget



Revenue

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
CAPITAL INCOME	-	-	-	-	-
FUND BALANCE APPROPRIATED	-	-	200,000	-	611,807
TAXES/PRIOR YEARS	2,092	388	1,000	6,345	1,000
TAX PENALTIES/INT	2,365	994	1,000	998	1,000
TAX REFUNDS	-	-	-	-	-
TAXES/CURRENT YEAR	1,826,642	1,862,743	2,451,176	1,880,619	2,540,000
MOTOR VEHICLE TAX - HC	-	91	-	-	-
MOTOR VEHICLE TAX - DMV	122,362	148,869	118,694	106,351	135,000
SALES & USE TAX	907,174	875,132	825,000	755,014	900,000
GAS TAX REFUND	-	-	-	-	-
SOLID WASTE DISPOSAL TAX	1,725	1,757	1,640	1,363	1,600
INTEREST EARNED	3,104	128,386	30,000	128,907	100,000
FEDERAL FUNDS	-	-	-	-	-
PARTF GRANT	-	-	-	-	-
POWELL BILL	105,109	104,017	100,000	115,439	120,000
BEER & WINE TAX	8,946	10,202	10,210	-	10,500
COURT FEES	180	236	100	402	150
NC UTILITIES FRANCHISE TAX	148,079	168,997	140,000	116,649	150,000
BLDG\ZONING	5,610	12,910	5,000	6,345	5,000
POLICE RECEIPTS	-	-	-	60	-
TRANSFER FROM SF	438,707	-	-	-	-
TRANSFER FROM WF	455,797	-	-	-	-
CONTRIBUTED CAPITAL	-	-	-	-	-
GRANT PROCEEDS	-	5,000	25,000	-	-
SALE OF FIXED ASSETS	-	22,042	43,351	-	-
PARK CONTRIBUTIONS	22,769	37,156	20,000	18,637	20,000
CONTRIBUTIONS	-	-	-	-	-
CENTENNIAL CONTRIBUTIONS	-	-	-	375	15,000



Revenue

ABC FUNDS	101,179	69,923	70,000	76,883	75,000
ABC FUNDS POLICE	15,207	9,986	10,000	9,599	10,000
VIDEO PROGRAMMING	22,734	11,113	22,400	19,762	18,000
ANNEXATION AGREEMENT INCOME	8,000	-	ı	ı	-
MISCELLANEOUS INCOME	6,373	14,998	79,350	84,685	1,000
FINANCING PROCEEDS	45,888	•	1	ı	-
CARES RELIEF FUNDS	-	-	ı	ı	-
INTERNAL SERVICE FUND	-	-	ı	ı	-
FUND BALANCE APPROPRIATED	-	-	109,734	-	115,015
TRANSFER FROM GF	30,000	30,000	30,000	ı	30,000
FUND BALANCE APPROPRIATED	-		28,294	1	-
TRANSFER FROM GF	47,000	56,166	-	-	-
GRANTS	-		187,963	-	-
FUND BALANCE APPROPRIATED	-		2,082,360	1	280,790
TRANSFER FROM GF	1,000,000	1,100,000	690,360	1,000,000	620,000
FUND BALANCE APPROPRIATED	-	-	467,522	ı	-
TRANSFER FROM GF	-	-	ı	1	-
GRANT PROCEEDS	317,000	317,000	158,500	317,000	-
FUND BALANCE APPROPRIATION	-	-	76,915	ı	295,858
INTEREST EARNED	-	-	-	-	-
STORMWATER FEE	78,525	78,252	73,000	51,912	76,000
TRANSFER TO GENERAL FUND	-	-	-	-	-
STORMWATER FEE	-	-	-	-	-
* GF - 'FB Appropriated' Only	4,250,040	3,484,939	3,953,921	3,328,433	4,103,250



Council Budget

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
STIPEND	12,600	13,860	12,600	6,930	13,860
BOARD MEMBER EXPENSE	26,627	10,162	-	-	300
STATE OF THE TOWN DINNER	-	-	3,000	-	3,000
EMPLOYEE APPRECIATION DINNER	-	-	2,600	1,792	2,250
BOARDS AND COMMISSIONS APPRECIATION	-	-	4,500	2,426	3,900
COUNCIL RETREAT	-	-	2,000	467	2,000
SPECIAL APPROPRIATIONS	-	-	-	-	-
SOCIAL SECURITY/MEDICARE	964	1,060	1,250	530	1,075
LEGAL SERVICES	-	-	5,000	-	4,900
PRINTING & ADVERTISING	-	-	500	101	500
AUDIT	16,675	18,821	22,000	24,141	24,000
CAPITAL OUTLAY	6,201	8,579	9,000	-	9,000
	63,068	52,482	62,450	36,387	64,785



Administration

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
SALARIES & WAGES	231,387	281,297	305,035	230,028	352,000
OVERTIME SALARY	-	-	-	-	-
COMP PAY	288	578	500	363	500
PART-TIME SALARY	38,758	31,303	29,977	14,012	30,000
SOCIAL SECURITY/MEDICARE	20,618	24,947	25,365	18,388	29,000
RETIREMENT	37,505	48,128	54,111	40,785	63,000
GROUP INSURANCE	29,374	32,438	34,500	25,550	36,800
UNEMPLOYMENT	-	-	-	458	-
UNEMPLOYMENT - 1% RESERVE	-	1,233	1,000	-	750
WORKMENS COMPENSATION	390	650	496	556	600
PROFESSIONAL SERVICES	111	5,852	100	78	1,000
LEGAL SERVICES	6,336	10,223	10,000	7,251	10,000
OFFICE SUPPLIES	1,986	690	2,000	2,308	2,500
MISCELLANEOUS	3,828	2,971	3,500	4,585	4,000
EQUIPMENT & SUPPLIES	2,551	1,816	3,500	1,319	3,000
TRAVEL & TRAINING	11,373	9,951	19,500	7,159	15,000
UTILITIES	14,746	12,339	15,000	12,433	15,000
POSTAGE	1,998	2,067	2,300	721	2,300
BUILDING MAINTENANCE	615	723	1,000	465	1,000
EQUIPMENT MAINTENANCE	120	-	500	1,081	1,000
SOFTWARE SUPPORT	30,223	36,982	32,000	31,638	51,400
ADVERTISING & PRINTING	3,091	5,473	4,000	2,934	4,000
ELECTIONS	3,393	-	4,000	-	4,000
CENTENNIAL EXPENSES	2,526	565	5,000	1,550	50,000
CONTRACTED SERVICES	29,010	36,714	44,730	63,590	75,000
PROP INS/GEN LIAB	29,807	34,088	38,204	40,473	40,000
DUES/SUBSCRIPTIONS/FEES	14,889	14,675	16,000	20,865	16,000
BANK SERVICE CHARGE	2,504	754	1,000	7	1,000
CREDIT CARD FEES	545	697	500	255	500
TAX COLLECTOR'S FEE - HC	2	1	25	-	-
TAX COLLECTOR'S FEE - DMV	4,518	5,386	4,750	3,969	5,000
PROPERTY TAX COLLECTION FEE - HC	9,149	9,316	13,000	9,428	11,500
CAPITAL OUTLAY	40,504	533	-		-
LEASE PRINCIPAL	6,679	-	-	_	-
LEASE INTEREST	1,071	-	-	-	-
	1,050,430	612,391	671,592	542,248	825,850



Police and Fire

Account		FY 22	FY 23	FY 24	FY 24	
Number	Description	Actual	Actual	Budget	Actual	FY 25 Request
10-4310-1210	SALARIES & WAGES	360,992	426,841	471,000	387,043	477,000
10-4310-1220	OVERTIME SALARY	12,531	20,058	17,000	14,036	17,000
10-4310-1230	COMP PAY	4,778	3,454	5,000	1,777	4,000
10-4310-1260	PART-TIME SALARY	3,697	14,177	28,000	21,644	29,277
10-4310-1810	SOCIAL SECURITY/MEDICARE	28,223	35,020	35,600	32,135	38,300
10-4310-1820	RETIREMENT	63,161	80,425	86,500	75,775	94,500
10-4310-1830	GROUP INSURANCE	65,183	68,642	74,000	61,797	79,000
10-4310-1860	WORKMENS COMPENSATION	6,722	7,603	8,500	9,433	10,000
10-4310-1900	PROFESSIONAL SERVICES	670	688	1,500	1,417	1,500
10-4310-2120	UNIFORMS	6,578	3,533	4,500	2,162	4,500
10-4310-2590	AUTO SUPPLIES & REPAIRS	28,121	40,109	25,000	20,448	25,000
10-4310-2900	MISCELLANEOUS	1,245	-	4,000	68	2,000
10-4310-2901	COMMUNITY OUTREACH	-	-	2,000	-	2,000
10-4310-2940	EQUIPMENT & SUPPLIES	28,145	8,990	9,000	18,522	9,000
10-4310-3110	TRAVEL & TRAINING	873	1,109	4,000	2,876	4,000
10-4310-3210	UTILITIES	9,028	12,350	6,500	3,073	6,500
10-4310-3520	EQUIPMENT MAINTENANCE	2,027	180	2,500	8,496	2,500
10-4310-3590	SOFTWARE SUPPORT	21,479	16,364	14,500	21,577	20,000
10-4310-4450	CONTRACTED SERVICES	4,259	6,083	6,500	2,739	36,500
10-4310-4910	DUES/SUBSCRIPTIONS/FEES	-	84	700	-	700
10-4310-5100	CAPITAL OUTLAY	10,592	4,531	18,100	8,641	24,000
10-4310-7700	INSTALLMENT/LEASE	17,185	20,227	88,983	5,084	88,983
10-4340-4450	CONTRACTED SERVICES	430,000	444,847	574,945	574,945	618,482
		1,107,817	1,215,314	1,488,328	1,273,688	1,594,742



Public Works and Sanitation

	FY 22	FY 23	FY 24	FY 24	FY 25
Description	Actual	Actual	Budget	Actual	Request
SALARIES & WAGES	300,079	334,613	380,000	314,554	419,000
OVERTIME SALARY	1,211	-	2,000	139	1,800
COMP PAY	5,407	2,236	4,000	2,560	4,000
PART-TIME SALARY	85	3,904	15,000	(3,327)	-
SOCIAL SECURITY/MEDICARE	22,322	25,237	28,600	23,739	32,000
RETIREMENT	47,973	56,981	67,000	56,141	77,500
GROUP INSURANCE	62,980	60,868	65,500	57,245	75,000
UNEMPLOYMENT	-	-	1	-	-
WORKMENS COMPENSATION	12,465	10,991	12,500	12,771	13,000
PROFESSIONAL SERVICES	1,999	408	10,000	-	10,000
UNIFORMS	4,037	3,112	4,000	3,787	4,000
ROAD REPAIR MATERIALS	5,094	5,218	7,500	6,667	12,000
SNOW REMOVAL	3,509	856	7,500	-	10,000
AUTO SUPPLIES & REPAIRS	23,285	40,267	20,000	18,915	15,000
MISCELLANEOUS	893	2,498	1,000	259	1,000
EQUIPMENT & SUPPLIES	16,915	20,557	20,000	16,754	25,000
TRAVEL & TRAINING	1,250	2,288	4,000	110	4,000
UTILITIES	16,362	16,948	17,000	12,693	28,000
BUILDING MAINTENANCE	675	1,867	4,000	1,326	4,000
EQUIPMENT MAINTENANCE	6,748	10,686	15,000	3,784	15,000
SOFTWARE SUPPORT	4,992	4,950	4,750	3,621	4,750
CONTRACTED SERVICES	14,744	24,918	15,000	10,429	15,000
FEES & PERMITS	1,661	2,584	2,500	1,722	2,500
CAPITAL OUTLAY	33,607	36,623	97,875	97,571	132,000
INSTALLMENT/LEASE	19,315	26,223	110,566	12,284	110,000
CONTRACTED SERVICES	168,263	181,343	206,700	158,036	290,000
	1,003,061	876,977	1,121,991	811,780	1,304,550



Parks

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
SALARIES & WAGES	43,935	55,255	59,700	49,273	83,550
OVERTIME SALARY	564	-	2,000	658	1,500
COMP PAY	868	925	1,000	1,836	1,500
PART-TIME SALARY	-	2,242	10,000	(4,675)	15,000
COMMITTEE MEMBER EXPENSE	279	-	100	-	-
SOC. SEC./MEDICARE	3,107	5,015	4,600	4,243	6,400
RETIREMENT	6,964	9,545	11,000	9,175	15,600
GROUP INSURANCE	14,480	14,113	14,000	112,037	19,080
PROFESSIONAL SERVICES	9,190	21,815	5,000	ı	5,000
MISCELLANEOUS	166	1,107	1,500	646	1,500
EQUIPMENT & SUPPLIES	8,034	7,261	8,000	2,647	8,000
TRAVEL & TRAINING	86	-	2,000	504	2,000
UTILITIES - PARKS	508	2,993	2,500	2,240	2,500
PARK MAINTENANCE	13,488	15,049	10,000	11,941	15,000
CONTRACTED SERVICES	1,500	(403)	7,500	520	7,500
CAPITAL OUTLAY	14,677	73,022	13,500	43	18,500
P&G BOARD EXPENSE	-	-	19,300	28,408	19,000
JUMP OFF ROCK	(403)	3,010	2,500	337	2,500
LAUREL GREEN	3,729	566	7,500	19,273	33,500
RHODODENDRON LAKE PARK	7,992	8,794	7,500	3,357	7,500
ECUSTA TRAIL	-	_	-	15,000	8,500
GLENN ROCK SPRINGS	-	-	-	-	500
CANAL PARK	-	-	-	-	1,000
	129,164	220,309	189,200	257,464	275,130



Highway 64

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
FUND BALANCE APPROPRIATED	-	-	(109,734)	-	(115,015)
TRANSFER FROM GF	(30,000)	(30,000)	(30,000)	-	(30,000)
PROFESSIONAL SERVICES	-	-	25,000	24,719	25,000
MISCELLANEOUS	-	-	-	-	-
CONTRACTED SERVICES	-	10,266	114,734	-	120,015
CAPITAL OUTLAY	-	-	-	-	-
TRANSFER TO FUND BALANCE	-	-	-	_	-
*Expense Only	-	10,266	139,734	24,719	145,015



Town Hall

	FY 23	FY 24	FY 24	
Description	Actual	Budget	Actual	FY 25 Request
FUND BALANCE APPROPRIATED	-		(309,900)	(294,500)
TRANSFER FROM GF	(325,000)	(325,000)		-
PROFESSIONAL SERVICES	8,400	209,900	-	174,500
CONTRACTED SERVICES	6,700	100,000	15,400	115,000
CONTINGENCY	-	-	-	5,000
TRANSFER TO FUND BALANCE	-	-	-	
*Expense Only	15,100	309,900	15,400	-



Roads and Powell Bill

	FY 23	FY 24	FY 24	
Description	Actual	Budget	Actual	FY 25 Request
FUND BALANCE APPROPRIATED	-	(2,082,360)	-	(280,790)
TRANSFER FROM GF	(1,100,000)	(690,360)	(1,000,000)	(620,000)
PROFESSIONAL SERVICES	27,500	50,000	22,894	50,000
ROAD REPAIR MATERIALS	-	25,000	-	
CONTRACTED SERVICES	140	2,451,518	1,768,399	850,790
CAPITAL OUTLAY	-	-	-	-
CONTINGENCY	-	246,202	-	
TRANSFER TO FUND BALANCE	_	_		-
* Expense Only	27,640	2,772,720	1,791,293	900,790



American Rescue Plan Act

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
DEFERRED REVENUE	(371,283)	-	-	-	-
FUND BALANCE APPROPRIATED	-	-	(742,565)	-	(160,743)
TRANSFER FROM GF	-	-	-	-	-
CSLRF FUNDS	-	(371,283)	1	-	-
PROFESSIONAL SERVICES	-	-	1	2,000	-
CONTRACTED SERVICES	-	-	742,565	581,822	160,743
TRANSFER TO FUND BALANCE	-	-	1	-	-
*Expense Only	-	(371,283)	742,565	583,822	160,743



Stormwater

	FY 22	FY 23	FY 24	FY 24	
Description	Actual	Actual	Budget	Actual	FY 25 Request
FUND BALANCE APPROPRIATION	-	-	(76,915)	-	(295,858)
STORMWATER FEE (revenue)	(78,525)	(78,252)	(73,000)	(58,410)	(75,000)
TRANSFER TO GENERAL FUND	-	-	-	-	-
COH COLLECTION FEE	7,814	7,865	8,000	6,554	8,000
PROFESSIONAL SERVICES	1,050	500	20,000	-	20,000
MISCELLANEOUS	-	347	1,000	-	1,000
DEPRECIATION	1,409	-	-	-	-
CONTRACTED SERVICES	4,147	9,965	100,415	-	335,858
STORMWATER FEE	-	-	-	-	
CAPITAL OUTLAY	-	43,676	-	842	-
EQUIPMENT & SUPPLIES	8,078	5,000	20,000	257	5,000
ADVERTISING & PRINTING	-	-	500	-	1,000
TRANSFER TO FUND BALANCE	-	-	-	-	-
	(56,026)	(10,899)	(0)	(50,757)	(0)





Title of Item: ABC Board Member Appointments

Presenter: Tamara Amin-Town Clerk

Attachment(s): Yes/No

Summary of Item:

The Town of Laurel Park and the City of Hendersonville have joined ABC Boards. As of July 1, the ABC Board will be known as the Blue Ridge ABC.

General Manager Jeff W. Nance attended both ABC Board meetings this past month and discussed this with all board members. He also distributed to all members the 2024- 2025 proposed budget for the Blue Ridge ABC Board for their review.

The NC ABC Commission and our local auditor, Terry Andersen, recommended that the Blue Ridge ABC Board have an initial special meeting on Monday, July 1st at 11:00am at 205 S. Church Street. Robbie Morgan, our CFO/ Asst. GM, will take and keep the minutes (unless there is a recommendation from someone else). As General Manager, he will make the public notices of meetings and he will also distribute the agenda three business days prior to each board meeting. Moving forward, he mentioned to all board members that they meet the fourth Tuesday of each month at 11:00am unless there is a conflict- they will discuss that at their initial meeting as well.

Composition of the Board- The Blue Ridge Alcoholic Beverage Control Board will have 5 members, with 3 members being appointed by the City Council and 2 members being appointed by the Town Council. The initial members of the Blue Ridge ABC Board shall be appointed and serve an initial term as follows:

- a) The City shall appoint an initial member to serve an initial 3-year term
- b) The City Council and the Town Council shall each appoint an initial member to serve a 2-year term
- c) The City Council and the Town Council shall each appoint an initial member to serve a 1-year term.

From and after the initial appointments, each member's seat shall be appointed by the original appointing Council for 3-year staggered terms. No member may serve for more than 2 consecutive terms at a time.

Staff has asked all three current members. Mr. Joey Allison would like to step down. The two remaining Board members would like to continue with the new Board, Mr. Paul Bakke and Mr. Mark Pace.

Council Action Requested:



Staff requests Council to appoint 2 members. One of which will serve a 2-year term and the other a 1-year term.

Suggested Motion:	
Move to appoint ending in July 1, 2026.	to the Blue Ridge ABC Board for a term of 2-years
Move to appoint ending in July 1, 2025.	to the Blue Ridge ABC Board for a term of 1-year



Title of Item: Agenda Review for the Council Meeting scheduled for June 18, 2024

Presenter: Mayor O'Cain

Attachment(s): Yes/No

• Draft June 18, 2024, Town Council Agenda (page 43)

Summary of Item:

The Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, June 18, 2024, at 9:30am. The draft agenda is included with this memorandum for review.

Council Action Requested:

Staff requests the Town Council review the draft agenda and amend it at their pleasure.

Suggested Motion:

None





Town Council Regular Meeting June 18, 2024, at 9:30 a.m.

THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON Please visit www.laurelpark.org for more information

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Comment
- 4. Approval of the Agenda
- 5. Consent Agenda
 - A. May Monthly Report
 - B. Minutes for the May 16, 2024 Work Session
 - C. Minutes for the May 16, 2024 Closed Session
 - **D.** Minutes for the May 21, 2024 Regular Meeting
 - E. EOY Budget Amendment
- 6. Old Business
 - A. Roads Update- Will Buie
 - **B.** Ecusta Crossing Performance Guarantee Expiration
- 7. New Business
 - A. Hendersonville Country Club Fireworks
- 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