



**Town Council  
Work Session  
October 12, 2023**

**THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON  
Please visit [www.laurelpark.org](http://www.laurelpark.org) for more information**

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Old Business**
  - A. Website Update
- 4. New Business**
  - A. Board Appreciation Dinner
  - B. Employee Holiday Dinner
  - C. Election Format Discussion
  - D. ABC Merger
- 5. Agenda Review**
- 6. Closed Session-** N.C. Gen. Stat. §143-318.11(a)(6) to consider the qualifications, competence, performance, condition of appointment of a public officer or employee, which privilege is hereby acknowledged.
- 7. Adjournment**



TOWN OF LAUREL PARK  
**AGENDA ITEM SUMMARY**

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**Title of Item:** Website Update

**Presenter:** Tony Seagle- Summit Marketing

**Attachment(s):** Yes/No

- Web Mockup homepage
- Web Mockup Internal Proof

**Summary of Item:**

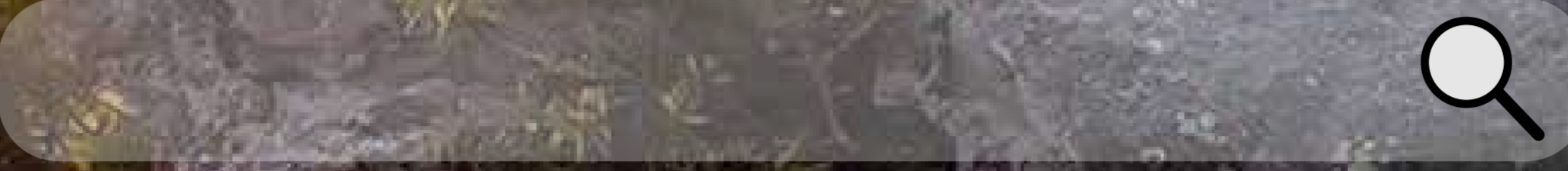
Tony Seagle from Summit Marketing will present a draft homepage for the new website.

**Council Action Requested:**

Review and Discuss draft website homepage.


**Suggested Motion:**

N/A



# THE TOWN OF LAUREL PARK WELCOMES YOU


The Town of Laurel Park values its people, its strong sense of community, and its mountain environment. The Town envisions a future where balanced decision-making results in a quality community where people have choices. Our Town is responsive to the needs of residents today and adapts to serve our neighbors of tomorrow. To learn more about our town [click here](#).



**Jump Off Rock**



**Ecusta Trail**



**Places to Stay or Eat**



**Reservations**

## ROAD IMPROVEMENT UPDATES

WHAT'S HAPPENING IN LAUREL PARK			Full Schedule >
<b>TODAY</b> <b>Aug 23</b> <b>E</b> Cleaning Service <b>M</b> Board Meeting	<b>TOMORROW</b> <b>Aug 24</b> <b>M</b> Centennial Committee	<b>FRIDAY</b> <b>Aug 25</b> <b>E</b> LPD Meeting Room Reserved <b>O</b> Weeding Reservation Jump Off Rock Park	
<b>SATURDAY</b> <b>Aug 26</b> <b>M</b> Parks and Greenways <b>M</b> <b>E</b> Events	<b>SUNDAY</b> <b>Aug 27</b> <b>M</b> <b>E</b> <b>M</b> Meetings	<b>MONDAY</b> <b>Aug 28</b> <b>E</b> <b>M</b> ABC Board Regular <b>O</b> Other	

**MEETINGS TODAY**

Board meeting @ 2:00 pm  
 Board meeting @ 2:00 pm

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**DIGITAL NEWSLETTER**

The Laurel Park Town Hall Digital Newsletter is now available [click here](#).

### DON'T FORGET...

**Laurel Park Special Edition License Plates for Sale**  
Available for purchase now! Commemorating our upcoming centennial in 2025.

PUBLIC SERVICES

TOWN MAP

GARBAGE SERVICES

PROJECTS

FEES & PAYMENTS

PAVERS & DONATIONS





## RESIDENTIAL CONSTRUCTION

Most of the construction in Laurel Park is for Single Family Houses or additions/renovations of existing homes. To begin, identify the zoning district of the property - this can be done via the online [Henderson County's GIS Mapping](#) system or by calling Town Hall. NOTE - there are several larger residential developments in Town, including Somersby Park and Shaws Creek Farm, which were approved with different requirements.

*Appointments are required to meet with the Zoning Administrator. This includes but is not limited to applying for a permit, asking detailed questions regarding a project, or plan review.*

## NEW ZONING STANDARDS AS OF AUGUST 2021

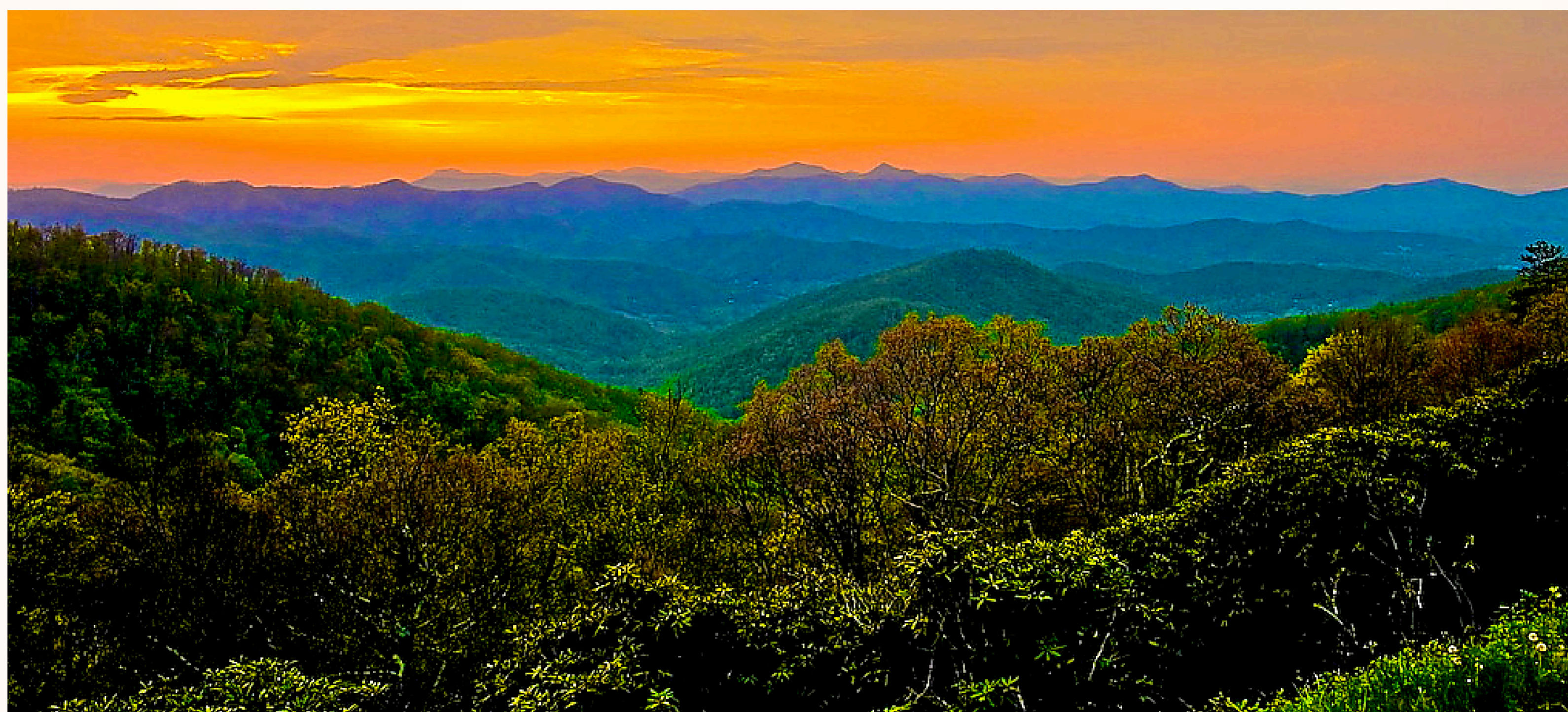
In August, the Town's Unified Development Ordinance went into effect. Prior to applying for a Certificate of Zoning Compliance with Laurel Park, which is needed before you can receive a Building Permit from Henderson County, a fully engineered stormwater management plan may be required along with a landscaping plan. Sections 2 & 3 of the UDO provide more information. Before scheduling a meeting with the zoning administrator please have as much information as possible (note, not required but helpful):

- a current survey of the property
- the average slope of the property
- a site plan of the home in relation to the rest of the lot
- building elevations
- locations of septic fields





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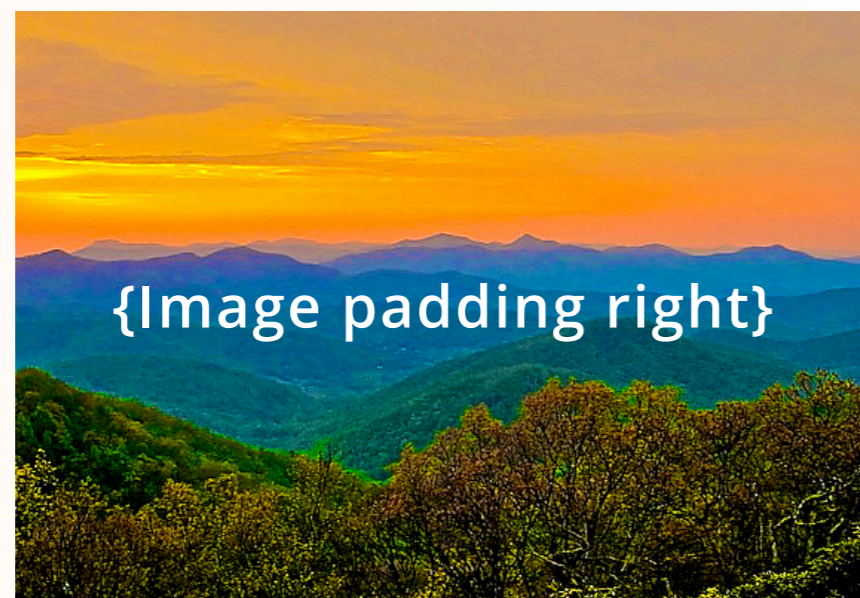
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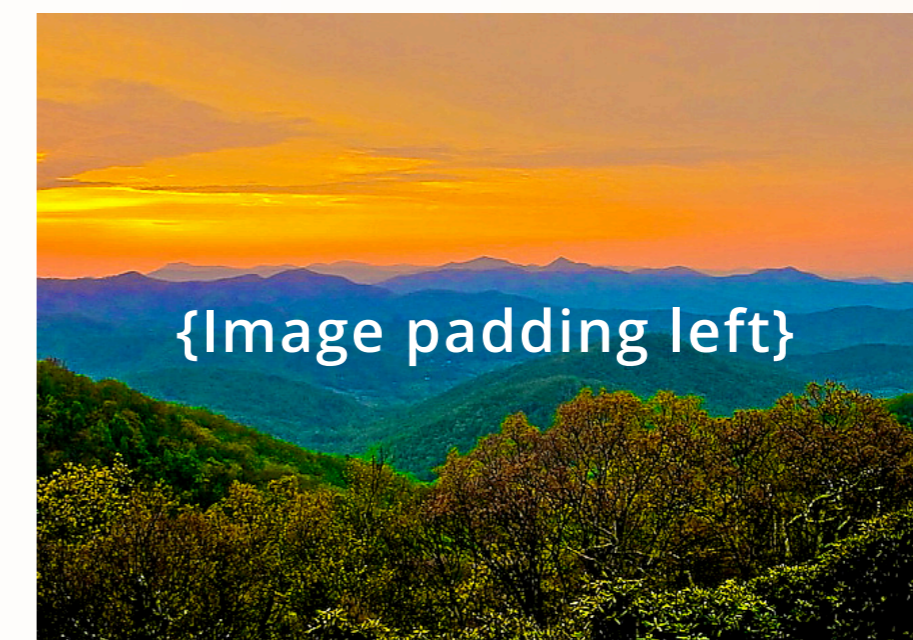
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- building elevations
- locations of septic fields





**TOWN OF LAUREL PARK  
AGENDA ITEM SUMMARY**

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**Title of Item:** Board Appreciation Dinner

**Presenter:** Town Manager Alex Carmichael

**Attachment(s):** Yes/**No**

**Summary of Item:**

Traditionally the Town has an annual event for advisory board members to show their appreciation for their dedication to the Town of Laurel Park. The Town Council should discuss potential dates, locations, and desired activities for this event. \$4,500 is budgeted for this event.

**Council Action Requested:**

None, this item is for discussion only.

**Suggested Motion:**

N/A



**TOWN OF LAUREL PARK  
AGENDA ITEM SUMMARY**

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**Title of Item:** Employee Holiday Dinner

**Presenter:** Town Manager Alex Carmichael

**Attachment(s):** Yes/No

**Summary of Item:**

The Town Council typically holds an Employee Appreciation Holiday Dinner during the holidays every year. The Town Council should discuss potential dates, locations, and desired activities for this event. \$2,600 is budgeted for this event.

**Council Action Requested:**

None, this item is for discussion only.

**Suggested Motion:**

N/A





**TOWN OF LAUREL PARK  
AGENDA ITEM SUMMARY**

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**Title of Item:** Election Format Discussion

**Presenter:** Alex Carmichael

**Attachment(s):** Yes/**No**

**Summary of Item:** The Town of Laurel Park elects it's Council Members and Mayor through the nonpartisan plurality method of elections. This is an opportunity for Council to discuss the method and recent election law changes.

**Council Action Requested:** Discussion only.

**Suggested Motion:**

N/A



TOWN OF LAUREL PARK  
**AGENDA ITEM SUMMARY**

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**Title of Item:** ABC Merger

**Presenter:** Alex Carmichael

**Attachment(s):** Yes/No

- ABC Merger Agreement – redlined draft

**Summary of Item:** The Town of Laurel Park and the City of Hendersonville have been asked to consider a merger of it's ABC boards in an effort to increase efficiency and profit margin. The City proposed a draft, which has been reviewed by Sharon Alexander, the Town Attorney and redlined. Ms. Alexander requests comment from Council.

**Council Action Requested:** Review and discuss redlined draft ABC merger agreement

**Suggested Motion:**

N/A

August 29, 2023 Draft

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

**INTERLOCAL AGREEMENT TO PROVIDE FOR THE MERGER OF ABC SYSTEMS**

**THIS INTERLOCAL AGREEMENT TO PROVIDE FOR THE MERGER OF ABC SYSTEMS** (“Interlocal Agreement”), entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Hendersonville, a North Carolina municipal corporation (“City”), and the Town of Laurel Park, a North Carolina municipal corporation (“Town”),

**WITNESSETH:**

**THAT WHEREAS**, the City Council for the City of Hendersonville is the appointing authority for the Hendersonville ABC Board, duly established by election, pursuant to the authority of chapter 954 of the 1955 North Carolina Session Laws; and

**WHEREAS**, the Town Council for the Town of Laurel Park is the appointing authority for the Laurel Park ABC Board, duly established by election, pursuant to the authority of chapter 163 of the 1981 North Carolina Session Laws; and

**WHEREAS**, the ~~Hendersonville ABC Board~~ **City of Hendersonville Board of Alcoholic Control** currently operates an ABC system consisting of three stores and a warehouse, plus inventory and equipment, said stores being located at 205 Church Street, Hendersonville, NC (“Church Street Store”), 275 Thompson Street, Hendersonville, NC (“Thompson Street Store”), and 32 McMurray Road, Hendersonville, NC (“McMurray Road Store”), the warehouse being located at the Church Street store (“Hendersonville Warehouse”), the Hendersonville System being collectively hereinafter referred to as the “Hendersonville System”; and

**WHEREAS**, the ~~Laurel Park ABC Board~~ **Town of Laurel Park Alcoholic Beverage Control Board** currently operates an ABC system consisting of one store plus inventory and equipment, said store being located at 1709 Brevard Highway, Laurel Park, NC (“Laurel Park Store”), the Laurel Park System being collectively hereinafter referred to as the “Laurel Park System”; and

**WHEREAS**, the stores operated by the Hendersonville ~~ABC stores~~ **System** and the Laurel Park ~~ABC store~~ **System** are operated in the same general area, and are in close proximity to one another;

**WHEREAS**, the Hendersonville City Council and the Laurel Park Town Council wish to merge the ABC systems, currently operated independently by the ~~Hendersonville ABC Board~~ **City of Hendersonville Board of Alcoholic Control** and the ~~Laurel Park ABC Board~~ **Town of Laurel Park Alcoholic Beverage Control Board** pursuant to the authority of N.C.G.S. § 18B-703 and N.C.G.S. Chapter 160A Article 20, Part 1; and

August 29, 2023 Draft

**NOW THEREFORE THIS AGREEMENT**, that for and in consideration of the mutual promises and covenants contained hereinbelow, the mutuality and sufficiency of each being acknowledged by the parties hereto, the parties agree as follows:

1. Whereas Clauses. The Whereas clauses are incorporated into this Agreement.
2. Merger. Upon the due approval and execution of this Interlocal Agreement by and on behalf of the City and the Town, ~~the Laurel Park ABC Board~~ the City of Hendersonville Board of Alcoholic Control, the Town of Laurel Park Alcoholic Beverage Control Board, and the approval by the North Carolina Alcoholic Beverage Control Commission (“Commission”), the ~~Hendersonville ABC Board~~ Hendersonville System and the Laurel Park System shall be merged into one consolidated board, said merger to be effective January 1, 2024, or the date approved by the Commission, whichever is later.
3. Name. The name of the consolidated ABC Board shall be the “Blue Ridge ~~ABC~~ Alcoholic Beverage Control Board.”
4. Composition of the Board. The Blue Ridge ~~ABC~~ Alcoholic Beverage Control Board (“ABC Board”) will have five (5) members, with three members being appointed by the City Council, and two members being appointed by the Town Council. The initial members of the ABC Board shall be appointed and serve an initial term as follows:
  - a. The City Council shall appoint an initial member to serve an initial three (3) year term.
  - b. The City Council and the Town Council shall each appoint an initial member to serve a two (2) year term.
  - c. The City Council and the Town Council shall each appoint an initial member to serve a one (1) year term.

From and after the initial appointments, each member seat shall be appointed by the original appointing Council for three-year staggered terms. Mid-term vacancies in a member seat shall be filled by the appointing Council for the remainder of the unexpired term. The Town Council and City Council shall appoint members on the basis of the appointees’ interest in public affairs, good judgment, knowledge, ability, and good moral character (ref. NCGS § 18B-700(d).

5. Appointment of a Chair. The initial Chair of the ABC Board shall be the initial member appointed by the City Council to a ~~three-two (32)~~ year membership term. The initial Chair of the ABC Board shall remain as Chair for the duration of their initial ~~three-two (23)~~ year term as an ABC Board member. Subsequent appointments of a member to the office of Chair shall be for ~~one-two~~ years, with the Chair appointments alternating between the Town Council and the City Council. All mid-year vacancies in the office of Chair shall be filled by the Council that named the vacating member as Chair, for the remainder of the ~~one-two~~ year period. If the vacating Chair’s membership seat is also vacant, the membership vacancy shall be filled in accordance with paragraph 4, above.

August 29, 2023 Draft

6. Organizational Meeting. The initial Chair shall call a special called meeting during the first week of January, 2024, to take all such actions as may be necessary to complete the organization of the Blue Ridge ABC Alcoholic Beverage Control Board System. Such meeting shall be advertised in accordance with the North Carolina Open Meetings Law. Such actions shall include, but not be limited to:
- a. Appointment of other officers (reference paragraph \_\_\_ below) including the Finance Officer and Assistant Finance Officer.
  - b. Adopt initial bylaws and rules of procedure.
  - c. Appointment of all employees, including approval of salaries and benefits (reference paragraph \_\_\_ below).
  - d. Adoption of those Hendersonville System policies and procedures, including but not limited to personnel policies and operations manuals (reference paragraph \_\_\_ below) necessary to ensure transition of employees and operations of both systems.
  - e. Ratification or termination of existing contracts and leases of the Hendersonville System and the Laurel Park System.
  - f. Adopt an interim budget until the budget for the remainder of the fiscal year can be approved.
  - g. Set a date for the required public hearing for the new budget of the merged Blue Ridge ABC System.
  - h. Such other actions as are required.
7. Other Officers. At their organizational meeting, and annually thereafter, the ABC Board shall appoint a Vice Chair to serve for 1 year. The Vice Chair shall serve as Chair in the absence of the Chair. The ABC Board shall also appoint a Secretary who shall be the official records custodian, shall take and compile minutes of the ABC Board, and advertise ABC Board meetings in accordance the North Carolina Open Meetings Law, where required. The Secretary shall be a staff person, employed by the ABC Board who will serve at the pleasure of the ABC Board.
8. Removal. ABC Board members may be removed for cause, at any time, by the Council that appointed the member without the consent or approval of the other Council, or by the Commission in accordance with Chapter 18B of the North Carolina General Statutes. (ref NCGS § 18B-202, 700(f), and 704) Removal of a member appointed by the City Council shall only require action by the City Council and consent or approval by the Town Council shall not be required. Removal of a member appointed by the Town Council shall only require action by the Town Council and consent or approval by the City Council shall not be required.
9. Compensation. The Chair shall receive \$500.00 per meeting, and members shall receive \$150.00 per meeting.

**Commented [SA1]:** If the operations are being transferred over New Year's, doesn't this board need to be organized in 2023?

August 29, 2023 Draft

10. Powers and Duties of the Blue Ridge ABC Alcoholic Beverage Control Board. Upon the effective date of the merger (ref paragraph 1 above), the Blue Ridge ABC Board shall have the powers and duties granted by Chapter 18B of the North Carolina General Statutes, in addition to and as modified by the powers and duties granted to the ~~Hendersonville ABC Board~~ City of Hendersonville Board of Alcoholic Control or the ~~Laurel Park ABC Board~~ Town of Laurel Park Alcoholic Beverage Control Board by local act.
11. Merger of ABC Systems. The Hendersonville System and the Laurel Park System shall become assets of the Blue Ridge ABC Alcoholic Beverage Control Board, and together both systems shall collectively be known as the Blue Ridge ABC Alcoholic Beverage Control Board System. A notice of merger shall be filed in the Henderson County Register of Deeds Office. Notwithstanding the merger, all tangible and intangible assets and inventory shall be accounted for separately within the merged system, as a Hendersonville division and a Laurel Park division. All assets, ~~and including~~ inventory, and liabilities belonging to the Hendersonville System on December 31, ~~2022~~ 2023 shall be attributed to the Hendersonville division, and likewise, all assets, ~~and including~~ inventory, and liabilities belonging to the Laurel Park System on December 31, ~~2022~~ 2023 shall be attributed to the Laurel Park division.
- a. Inventories. On December 31, 2023, both the Hendersonville System and the Laurel Park System shall be inventoried.
- b. Audits. Both the Hendersonville System and the Laurel Park System shall be audited for the period of July 1, 2023 through December 31, 2023. The invoice for this shall be paid by the ABC Board.
- c. Employees. All employees of the Hendersonville System and the Laurel Park System shall become employees of the Blue Ridge ABC Alcoholic Beverage Control Board System. All policies and procedures of the ~~Hendersonville ABC~~ City of Hendersonville Board of Alcoholic Control, including pay scale and benefits, shall apply to the Blue Ridge ABC Alcoholic Beverage Control Board System until such time as the Blue Ridge ABC Alcoholic Beverage Control Board can adopt new policies.
- i. The current general manager of the Hendersonville System shall be the initial general manager of the Blue Ridge ABC Alcoholic Beverage Control Board System.
- ii. The current general manager of the Laurel Park System shall be the initial assistant general manager of the Blue Ridge ABC Alcoholic Beverage Control Board System, who shall receive a 15% pay increase upon assuming the duties of assistant general manager. The Laurel Park Town Council shall have input into any decision to terminate or replace the individual who will fill the position of assistant general manager.

August 29, 2023 Draft

iii. A final payroll shall take place prior to the effective date of the merger, or if paid in whole or in part after the effective date of the merger, such cost paid after the merger shall be paid from the Hendersonville division assets (for Hendersonville System employees) and Laurel Park division assets (for Laurel Park System employees). All employees may carry forward any accumulated vacation leave; however such accumulated leave shall be a liability against the division assets of their former ABC system – former Hendersonville System employees’ accumulated leave will be a liability of the Hendersonville division, and former Laurel Park System employees’ accumulated leave will be a liability of the Laurel Park division.

iv. **Question – any mention needed on years of service and participation in the Local Government Employees’ Retirement System?**

d. Outstanding Expenses and Obligations. All outstanding expenses and obligations of the individual ABC systems existing on the effective date of the merger shall be satisfied from the division assets of each former ABC system – liabilities of the Hendersonville System will be a liability of and shall be satisfied from the Hendersonville division, and liabilities of the Laurel Park System will be a liability of and be satisfied from the Laurel Park division.

e. Fund-Balances Net Position. Unrestricted ~~general fund-balances~~ net position shall be determined for both the Hendersonville System and the Laurel Park System as of December 31, 2023. Any unrestricted ~~fund-balance~~ net position for the Hendersonville System in excess of ten percent (10%) of its operating budget for FY 2023-24 shall be distributed to the City of Hendersonville, the County, the County Board of Public Education, and the County Library (after deducting Statutory Distribution Requirements for the Hendersonville System) with the ~~City’s~~ first quarterly profit distribution from the Blue Ridge ~~ABC Alcoholic Beverage Control Board System~~ in April 2024. Any unrestricted ~~fund-balance~~ net position for the Laurel Park System in excess of ten percent (10%) of its operating budget for FY 2023-24 shall be distributed to the Town of Laurel Park (after deducting Statutory Distribution Requirements for the Laurel Park System) with the ~~Town’s~~ first quarterly profit distribution from the Blue Ridge ~~ABC Alcoholic Beverage Control Board System~~ in April 2024, ~~and the Town shall comply with the Statutory Distribution Requirements for the Laurel Park System with respect to the fund balance so distributed to the Town.~~

12. Distribution of Profits.

a. Allocation Between Divisions. Accounting for revenues, expenses, debt, liabilities, payables, receivables, profits, depreciation, and assets (both tangible and intangible), and all other financial and managerial accounting, shall occur on a division basis (Hendersonville division and Laurel Park division), in addition to the overall merged system, in accordance with generally accepted accounting principles.

August 29, 2023 Draft

- b. ABC Stores. Each store operated by the merged ABC system, including any future new stores, shall be operated as its own profit center. Net profits from those stores located in the City of Hendersonville shall be attributed to the Hendersonville division, and net profits from those stores located in the Town of Laurel Park shall be attributed to the Laurel Park division.
- i. In calculating net profit for a store, a proportional share of system wide administrative expenses shall be allocated to each store according to its gross revenue share as compared to the gross revenue of the merged system for the applicable period. As an example, system wide administrative expenses for the first quarter would be allocated to each store proportionally based on gross revenues of the store compared to the gross revenues of the entire system for the first quarter.
  - ii. With the approval of the Commission, and as allowed by applicable law, the Blue Ridge ABC System may operate ABC Stores that are located outside of the municipal limits of the City and the Town. Net profits for these stores shall be allocated equally between the Hendersonville division and the Laurel Park division, in accordance with subparagraph 13(e) below.
  - iii. In calculating net profits, all revenue generated by customers with regular accounts now maintained by the Hendersonville System and the Laurel Park System shall continue to be attributed to such system.
- c. Warehouse. The warehouse operated by the merged system shall be its own profit center, with inventory being sold to each store separately. Net profits from the warehouse operations shall be attributed to the Hendersonville division. In calculating net profit for the warehouse, a proportional share of system wide administrative expenses shall be allocated to the warehouse according to its gross revenue share as compared to the gross revenue of the merged system over the applicable period. As an example, system wide administrative expenses for the first quarter would be allocated to the warehouse proportionally based on gross revenues of the warehouse as compared to the gross revenues of the entire system for the first quarter. **Comment – Not sure how this will work – inventory would be transferred at cost and there would not be any revenue to this division only allocable expenses – probably should discuss with Jeff Nance and John Nall.**
- d. Liquor By the Drink Revenues. Liquor by the drink revenues generated from vendors located within the City of Hendersonville shall be attributed to the Hendersonville division and liquor by the drink revenues generated from vendors located within the Town of Laurel Park shall be attributed to the Laurel Park division.
- e. Other Revenues and Expenses. All other revenues and expenses for the merged system shall be ~~shall~~ allocated proportionally between the Hendersonville Division and the Laurel Park Division according to gross revenues of each, as compared to the gross revenues of the total system for the applicable period. As an example, other revenues for the first quarter would be allocated proportionally between the Hendersonville division and the Laurel Park Division based on gross revenues of each for the first quarter as

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August 29, 2023 Draft

compared to the gross revenues of the entire system for the first quarter. **Comment – This seems to already be addressed in 12a?**

**Commented [SA2]:** Probably but I think it would be good to include it for unforeseen issues.

- f. Statutory Distributions. Revenues and expenses from the Hendersonville division shall be used to meet the Statutory Distribution Requirements ~~previously existing~~ for the Hendersonville ~~System Division~~, and revenues and expenses from the Laurel Park Division shall be used to meet the Statutory Distribution Requirements ~~existing as of the date of this Interlocal Agreement~~ for the Laurel Park ~~System Division~~, as either or both may be amended by local or generally applicable laws.

13. Location of ABC Stores.

- a. Within the Town or City. With the approval of the Commission, and as allowed by applicable law, future stores may be operated inside of municipal limits for the Town or the City. The location of ABC stores inside of the municipal limits of the Town and the City shall be at the discretion of the ABC Board, as approved by the Commission. Notwithstanding this discretion, the ABC Board shall operate at least one ABC store in the Laurel Park town limits for the duration of this interlocal agreement. If approval by the appointing authority is required for the operation of a new store within the City or the Town, new stores operated within the City shall only require the approval of the City Council, and new stores operated within the Town shall only require the approval of the Town Council.
- b. Outside the Town or City. With the approval of the Commission, and as allowed by applicable law, future stores may be operated outside of municipal limits for the Town and the City. The location of ABC stores outside of the municipal limits of the Town and the City shall be at the discretion of the ABC Board, as approved by the Commission. If approval by the appointing authority is required for the operation of a new store outside the City and the Town, such new stores shall require the approval both the City Council and the Town Council.

14. Allocated and Specialty Bourbons and Exceptional Products. The number of bottles of allocated and specialty bourbons shall remain ~~the same no less than for the average of those purchased by~~ the Laurel Park ~~ABC Store Division~~ System during the twelve (12) months immediately prior to the date of the merger. All other exceptional products shall be made available to all stores on an equitable basis.

15. Delivery of Product to Laurel Park. The Laurel Park ~~Store~~ Division, or such other ABC store(s) as may be operated within the Town of Laurel Park shall receive at least one delivery of products every week from the Hendersonville warehouse.

16. Hours of Operation and In Store Tastings. All stores operated by the Blue Ridge ABC Alcoholic Beverage Control Board System shall be open from 9am to 9pm, Monday through Saturday or as allowed by the North Carolina Alcoholic Beverage Control Commission ~~except that the Laurel Park store may continue closing at 8:00 p.m. if the Blue Ridge Alcoholic Beverage Control Board determines that this is cost efficient.~~ ~~except that the Laurel Park Store shall extend the~~

August 29, 2023 Draft

~~hours of operation to 9am-9pm not later than one year after the effective date of the merger of the Hendersonville System and the Laurel Park System.~~ Additionally, from and after the effective date of the merger, all ABC Stores operated by the Blue Ridge System will allow in store tastings by industry representatives.

17. Definitions and Generally Applicable Terms.

- a. Appointing Authority. Except as otherwise provided in this Agreement, the term “appointing authority” shall be deemed to refer to both the Town Council and the City Council acting jointly.
  - i. Where applicable law requires approval by the “appointing authority,” if such approval is with respect to the assets or operations of the Hendersonville division approval by just the City Council shall be required. Likewise, if such approval is with respect to the assets or operations of the Laurel park division, approval by just the Town Council shall be required.
  - ii. Where applicable law requires approval by the “appointing authority,” and such approvals are with respect to matters of the Blue Ridge ~~ABC Alcoholic Beverage Control Board System~~ as a whole, the approval of both the City Council and the Town Council shall be required.
  - iii. Where approval of both Councils is required, and both Councils do not approve, the matter shall be considered not approved. If the nonapproval by one Council results in a stalemate which negatively impacts the operations of the Blue Ridge ABC System, the ABC Board may request that both Councils employ a mediation process to resolve the stalemate.
- b. Fiscal Year. The fiscal year for the Blue Ridge ~~ABC System~~ ~~Alcoholic Beverage Control Board~~ shall be July 1 – June 30; however the initial fiscal year for the Blue Ridge ~~ABC System~~ ~~Alcoholic Beverage Control Board~~ shall be a partial fiscal year, from January 1, 2024 through June 30, 2024.
- c. Systemwide Administrative Expenses. Systemwide administrative expenses are those expenses incurred that benefit the entire merged system including, but not limited to, the salary and office space of the general manager and assistant general manager, back office operations, accounting services, insurance, legal services, etc.
- d. Statutory Distribution Requirements. Statutory Distribution Requirements are those distributions mandated by Chapter 18B of the North Carolina General Statutes from alcohol sales, as modified by local acts of the North Carolina General Assembly. For the Hendersonville System, as of the date of this Interlocal Agreement, the following local acts have been adopted: Chapter 954 of the 1955 Session Laws, Chapter 341 of the 1967 Session Laws, Chapter 672 of the 1967 Session Laws, Chapter 105 of the 1995 Session Laws, and Chapter 177 of the 1999 Session Laws. For the Laurel Park System, the following local acts have been adopted: Chapter 163 of the 1981 Session Laws.

18. Term. This Interlocal Agreement shall have a term of twenty (20) years.

August 29, 2023 Draft

19. Termination of the Interlocal Agreement. Either party hereto may terminate this Interlocal Agreement by giving at least 1 years advanced notice in writing to the other party. Any such termination shall be effective at the end of a fiscal year. The notice required herein shall be a Resolution, duly adopted by the terminating party, and delivered in person or by certified mail to the Mayor for the non-terminating party. No such termination shall be effective until approved by the Commission. Upon the effective date of termination, the Blue Ridge ABC Alcoholic Beverage Control Board System shall be dissolved and a notice of dissolution shall be filed in the Henderson County Register of Deeds Office. The City shall reconstitute and appoint the Hendersonville ABC Board of Alcoholic Control, and the Town shall reconstitute and appoint the Laurel Park ABC Alcoholic Beverage Control Board. All assets of the Hendersonville division shall be distributed to the Hendersonville ABC Board of Alcoholic Control and all assets of the Laurel Park division shall be distributed to the Laurel Park ABC Alcoholic Beverage Control Board. Such distribution shall be confirmed and adjusted as required after an audit has been performed as of the effective date of the termination and dissolution.

Notwithstanding the foregoing, neither party may terminate this Interlocal Agreement if there is outstanding debt, secured by revenues of the entire Blue Ridge ABC Alcoholic Beverage Control Board System, unless such debt can be retired through a refinancing or other available means as of the effective date of such termination.

20. This Interlocal Agreement constitutes the complete and entire agreement between the parties and supersedes all prior and contemporaneous negotiations. This Agreement may only be amended by written instrument, duly approved by Resolution of both parties hereto, and where required, with the approval of the Commission. There shall be no intended nor incidental beneficiaries of this Agreement.
21. Except a notice to terminate this Interlocal Agreement, all notices shall be deemed effective upon receipt if in writing, and delivered to the following persons in person, by certified mail, or by commercial carrier providing the ability to track delivery:
- a. If to the City:                   The City Manager  
  160 6<sup>th</sup> Avenue West  
  Hendersonville, NC 28792
  - b. If to the Town:                   The Town Manager  
  441 White Pine Drive  
  Hendersonville, NC 28739
22. This Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue shall be in a court having jurisdiction in Henderson County, North Carolina.
23. This Agreement may be executed in duplicate, each to have the force and effect of an original.

August 29, 2023 Draft

In witness whereof, the parties cause this contract to be duly approved by Resolution, and have set their hand and seal.

**THE TOWN OF LAUREL PARK**

**THE CITY OF HENDERSONVILLE**

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
Mayor

Attest:

Attest:

\_\_\_\_\_  
Town Clerk  
(Town Seal)

\_\_\_\_\_  
City Clerk  
(City Seal)



**TOWN OF LAUREL PARK  
AGENDA ITEM SUMMARY**

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**Title of Item:** Agenda Review for the Council Meeting scheduled for October 17, 2023

**Presenter:** Town Manager Alex Carmichael

**Attachment(s):** Yes/No

- Draft October 17, 2023, Town Council Agenda

**Summary of Item:**

The Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, October 17, 2023, 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 OF LAUREL PARK  
AGENDA ITEM SUMMARY**

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**Town Council  
Regular Meeting  
October 17, 2023, at 9:30 a.m.**

**THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON  
Please visit [www.laurelpark.org](http://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. September Monthly Report
  - B. Minutes for the September 14, 2023 Work Session
  - C. Minutes for the September 19, 2023 Regular Meeting
- 6. Old Business**
  - A. Drainage and Paving Amendment
- 7. New Business**
  - A. Ecusta Crossing Final Plat
  - B. Board Appointments
  - C. Change Order for Laurel Green Fencing
- 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**