



**Town Council
Work Session
May 16, 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**
 - a. Interlocal Tax Agreement (page 2)
- 4. New Business**
 - a. MS4 Stormwater Presentation- Mary Roderick (page)
- 5. Agenda Review (page)**
- 6. 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.
- 7. Adjournment**



TOWN OF LAUREL PARK AGENDA ITEM SUMMARY

Title of Item: Interlocal Tax Agreement

Presenter: Alex Carmichael, Town Manager

Attachment(s): Yes/No

- Revised Interlocal Tax Agreement

Summary of Item:

NCGS 160A-461 authorizes cities in North Carolina to contract with the county for the provision of their city property tax billing and collection, and to reimburse the county for those services. On April 17, 2019, the County approved an Interlocal Agreement with the Town of Laurel Park authorizing the Tax Collector to begin collecting current year taxes from July 1, 2019 through June 30, 2024.

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

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

Council Action Requested:

Review and discuss the revised proposed interlocal agreement with Henderson County for collection of Laurel Park taxes.

Suggested Motion:

Move to approve the revised Interlocal Agreement for Tax Collections and authorize the Town Manager to sign.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTERLOCAL AGREEMENT FOR TAX COLLECTION

THIS INTERLOCAL AGREEMENT is made and entered into this the ___ day of _____ 2024, and effective as of the 1st day of July 2024, by and between HENDERSON COUNTY, hereinafter the “County” and the TOWN OF LAUREL PARK, hereinafter the “Town”, and collectively referred to as the “Parties”.

WITNESSETH:

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

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

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

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

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

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

1. County Billing and Collection of Town Taxes

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

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

3. Compliance

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

4. Records and Accounts and Operations

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

5. Pro Rata Payments

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

6. Costs for Billing and Collections

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

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

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

7. Foreclosures

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

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

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

8. Payment to County

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

9. Termination

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

10. Entire Agreement

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

11. Notice

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

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

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

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

HENDERSON COUNTY

By: _____
John Mitchell, County Manager

TOWN OF LAUREL PARK

By: _____
Alex Carmichael, Town Manager

PRE-AUDIT CERTIFICATION

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

By: _____
Samantha Reynolds
Henderson County Finance Director

Date: _____



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: MS4 Stormwater Presentation

Presenter: Mary Roderick- Land of Sky

Attachment(s): Yes/No

- Stormwater Program PowerPoint

Summary of Item:

Dr. Mary Roderick will come to the meeting to update Council on the status of our MS4 program.

Council Action Requested:

For discussion only.

Suggested Motion:

N/A



Stormwater Program

Town Council Presentation

5/16/2024

Mary Roderick, Ph.D.

Planning Director

MS4 Permit Overview

Permit for what?

National Pollutant Discharge Elimination System (NPDES)

Federal Clean Water Act Permitting Program for:

Wastewater Permits

Stormwater Permits (40 CFR 122)

Municipal Separate Storm Sewer System (MS4)

MS4 is a system of conveyances to collect and transport stormwater runoff

NPDES MS4 Permits are for discharges of stormwater to surface waters from a publicly owned/operated stormwater collection system

Key Components:

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

MS4 Permit Enforcement

Federal NPDES enforcement has increased

EPA > NC DEQ > Local Jurisdictions

NC DEQ Audits Began in 2019

Most communities received NOV's (24 out of 30)

DEQ updated SWMP template and requirements

Laurel Park's Audit conducted in 2019

MS4 5-Year Permit Renewed 8/1/2023

- Year 1 through 7/31/2024
- LOSRC supporting implementation

Key Components:

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

SWMP Overview

SWMP approved 2/2023

- Describes stormwater system, receiving waters, pollutants of concern, target audiences
- Designates responsible parties, identifies partnerships
- Details BMPs (best management practices) to implement 6 minimum measures over a 5-year period

Six Minimum Measures

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

SWMP Excerpt
BMPs for Public
Involvement and
Participation

Table 14: Public Involvement and Participation BMPs				
Permit Ref.	3.3.1: Public Input Mechanisms for public involvement that provide input on stormwater issues and the stormwater program.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Goal(s)	Schedule for Implementation	Annual Reporting Metric
9.	Town Meetings			
	Stormwater issues and program implementation items will be brought to the Town Council. Citizens can provide input.	1. Advertise Board meetings and agendas on website.	1. Annually Permit Year 1 - 5	1. Yes/No
10.	Stormwater Website Page			
	Provide a contact person and e-mail address for citizen's questions related to stormwater on the Stormwater website page.	1. Maintain contact information on website.	1. Permit Year 1 - 5	1. Yes/No
		2. Maintain reporting form on website.	2. Permit Year 1 - 5	2. Yes/No
Permit Ref.	3.3.2: Volunteer Opportunities Measures to provide volunteer opportunities designed to promote ongoing citizen participation.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Goal(s)	Schedule for Implementation	Annual Reporting Metric
11.	Encourage Participation in NC StreamWatch			

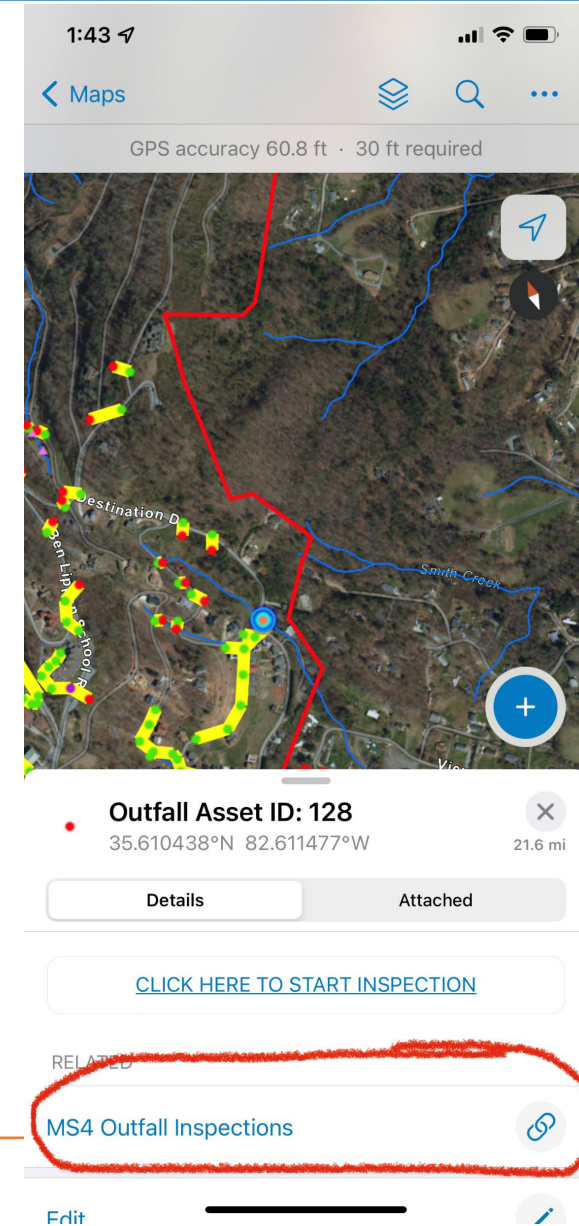
MS4 Compliance Status

To date:

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

Next Steps:

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



<http://www.wncstormwater.org/>



Regional Stormwater Services Program

Public Education & Outreach

- Create website content, social media campaigns, newspaper ads and brochures
- Document activities and target audience exposure
- *Future: Direct education and mass media campaigns (radio & TV)*

Public Involvement & Participation

- Coordinate with local non-profits and publicize volunteer opportunities
- Track stormwater program topics and issues addressed during town meetings, provide presentations upon request
- *Future: Rain barrel and rain garden workshops*

Illicit Discharge Detection & Elimination (IDDE)

- Provide targeted IDDE education and reporting mechanism
- *Add-on: IDDE plan, ordinance, tracking system; stormwater system inventory*

Pollution Prevention & Good Housekeeping (PP/GH)

- Conduct site visits and trainings (PP/GH, IDDE, spill response)
- Track chemical handling certification
- Provide documentation system for spills and clean-up; facility, vehicle and equipment maintenance; and pavement management
- *Add-on: MS4 O&M plan, integrated asset inspection and maintenance documentation system*

Construction & Post-Construction Site Runoff Controls

- Assist with documenting activities handled by delegated authorities

Cost-effective services to meet your MS4 permit and stormwater needs

Add-on Services

MS4 Program Implementation

- Prepare, review and update SWMP
- Evaluate program annually
- Develop and review ordinances
- Create stormwater system inventory with online, interactive map
- Provide integrated asset inspection and maintenance documentation system; IDDE tracking system
- Create MS4 O&M plan, IDDE plan



Contact: Mary Roderick
mary@landofsky.org
wncstormwater.org



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Agenda Review for the Council Meeting scheduled for May 21, 2024

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Draft May 21, 2024, Town Council Agenda

Summary of Item:

The Town Council will hold their regularly scheduled Town Council meeting on the third Tuesday of the month, May 21, 2024, at 9:30am. The 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**



**Town Council
Regular Meeting
May 21, 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. April Monthly Report
 - B. Minutes for the April 11, 2024 Work Session
 - C. Minutes for the April 16, 2024 Closed Session
 - D. Minutes for the April 16, 2024 Regular Meeting
 - E. Budget Amendment-
 - F. National Pollinator Week Proclamation
- 6. Old Business**
 - A. Bee Committee Sign Update- Pat LaSalle
- 7. New Business**
 - A. Audit Contract- Bronwyn
 - B. EAN Contract
- 8. Town Manager's Report**
- 9. Department Head Reports**
 - A. Public Works
 - B. Fire Department
 - C. Police
 - D. Administration
- 10. Mayor and Commissioner Comments**
- 11. Adjournment**