

**Minutes
Spruce Pine Town Council
October 9, 2024**

An emergency meeting of the Spruce Pine Town Council was held on October 9, 2024. Present were Mayor Phillip Hise and Council Members Rocky Buchanan and Wayne Peight. Staff in attendance included Darlene Butler and Travis Phillips. Also attending was Chad Donnahoo (Attorney), Ken Orie (Withers Ravenel), and Sean Fisher (Veolia), Roger Burleson, Heather Goforth, Chris Rasenboom, Alison Alexander, Matt Evans, Richard Canipe...see attached sign-in list.

CALL TO ORDER

Mayor Phillip Hise called the emergency meeting to order at 1:00 P.M.

INVOCATION AND PLEDGE

Wayne Peight gave the invocation. Rocky Buchanan led the Pledge of Allegiance.

DISCUSSION

Mayor Phillip Hise opened the meeting. Chad Donnahoo discussed a mutual aid agreement with the county regarding debris removal. It is still unknown whether or not the state will handle all state-maintained roads. Rocky Buchanan made a motion to enter into an Intergovernmental Agreement with Mitchell County and the Town of Bakersville regarding debris removal. Wayne Peight seconded the motion, which carried unanimously.

Rocky Buchanan made a motion to approve the resolution authorizing the Town Manager to enter an Interlocal Governmental Agreement with Mitchell County for use and sharing of portable toilets. Wayne Peight seconded the motion, which carried unanimously.

Travis Phillips, Public Works Director presented the latest water update and that the water plant is operational at this point. He also discussed several water leaks and repairs that his department completed. Sewer is currently being pumped and hauled. Mayor Phillip Hise noted his appreciation for the local mining companies and their equipment. He also noted all contracted companies and their efforts in this area. Council member Rocky Buchanan noted the 500-unit shelter is currently being placed at Harris. They also noted to conserve water and do not consume it; a town wide boil advisory has been in effect and has not been lifted. Town Manager Darlene Butler discussed educating the citizens on "no-flushing." Mitchell County has tests for individuals who want to test their well.

Town Manager Darlene Butler noted there will still be a regularly scheduled meeting on Monday – October 14th.

The Council and Ken Orie discussed FEMA and the scope of work.

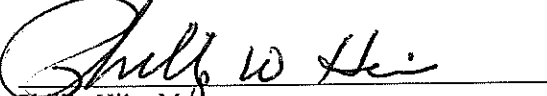
Mayor Phillip Hise moved to enter into closed session.

The Council entered into open session. Attorney Donnahoo presented a part-time employment contract for Richard Canipe as Disaster Coordinator at \$30/hour. Wayne Peight made a motion to allow Darlene Butler to enter into the part-time employment contract with Richard Canipe. Rocky Buchanan seconded the motion, which carried unanimously.


ADJOURNMENT

With no further business, the meeting was adjourned by motion of Rocky Buchanan.


Brooke Peterson, Town Clerk


Phillip Hise, Mayor


Rocky Buchanan, Council Member


Wayne Peight, Council Member

Absent
Jackie Rensink, Council Member

**RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER AN
INTERLOCAL GOVERNMENTAL AGREEMENT WITH MITCHELL COUNTY FOR
USE AND SHARING OF PORTABLE TOILETS**

NOW COMES the Town Council (“Council”), at a duly called emergency meeting with a quorum established, and hereby adopts this *Resolution Authorizing the Town Manager to Enter an Interlocal Governmental Agreement with Mitchell County for Use and Sharing of Portable Toilets*.

WITNESSETH:

WHEREAS, because of Hurricane Helene’s impact on the area, the Town’s wastewater system is significantly compromised and currently inoperative;

WHEREAS, Mitchell County (“County”) has potential access to portable toilets that can be transported to the County and be jointly used by the County, the Town and the Town of Bakersville; and

WHEREAS, it is the Town’s desire to enter an interlocal governmental agreement with the County for the use and sharing of these portable toilets by the Town and within the Town’s corporate limits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that: (1) the Town Manager be authorized on the Town’s behalf to enter an interlocal governmental agreement with the County for the purposes set forth herein; and (2) that the Town Manager have the authority to identify where to locate the portable toilets inside the Town’s corporate limits.

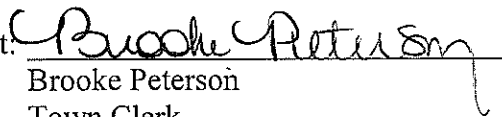
READ AND APPROVED this 9th day of October 2024.

TOWN OF SPRUCE PINE



Philip Hise
Mayor

Attest:


Brooke Peterson
Town Clerk

STATE OF NORTH CAROLINA

INTERGOVERNMENTAL AGREEMENT

COUNTY OF MITCHELL

(DEBRIS REMOVAL) BETWEEN

MITCHELL COUNTY AND

**TOWNS of BAKERSVILLE
and SPRUCE PINE**

THIS AGREEMENT is made and entered into this _____ day of October 2024 by and between MITCHELL COUNTY (hereinafter the "County"), represented herein by its County Manager, Allen Cook, and the Town of Bakersville (hereinafter "Bakersville"), represented herein by its Mayor Charles E. Vines, and the Town of Spruce Pine (hereinafter "Spruce Pine"), represented herein by its Mayor Phillip Hise, (hereinafter the County, Bakersville, and Spruce Pine are collectively the "Parties").

WITNESSETH

1. **DEBRIS.** The County will provide debris monitoring and removal services within Bakersville and Spruce Pine. The cost for the debris monitoring and removal services shall be as is set forth in the contract between the County and DRC Emergency Services, LLC. for debris removal and the contract between the County and Debris Tech, LLC for debris monitoring.

2. **FEMA REIMBURSEMENT.** It is agreed and understood between the Parties that the County has applied for reimbursement under the Public Assistance Program through the Federal Emergency Management Agency (hereinafter "FEMA"), a division of the United States Department of Homeland Security. Bakersville and Spruce Pine will be responsible for reimbursing the County for any amounts directly related to debris monitoring and debris removal within Bakersville and Spruce Pine for which the County is not reimbursed by FEMA.

3. **REIMBURSEMENT TO THE COUNTY.** It is further agreed and understood between the Parties that in the event of the failure of FEMA to reimburse the County for any or all amounts attributable to debris monitoring and/or debris removal within the corporate limits of Bakersville and Spruce Pine, full reimbursement will be made by Bakersville and Spruce Pine to the County within 12 months of receipt of written notice of the amount owed, which shall be provided to Bakersville and Spruce Pine after the County receives reimbursement from FEMA.

4. **TERM.** Any of the Parties may terminate this agreement with 30 days written notice to the other Parties.

5. **SCANNED SIGNATURE.** The Parties agree that use of scanned signatures and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

6. **COUNTERPARTS.** This Agreement (and any amendments or modifications) may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same Agreement.

7. **NO THIRD-PARTY BENEFICIARY.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the Parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

8. **AMENDMENT.** The Parties may mutually waive amend or modify parts of this Agreement. Such amendments, changes, modifications or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the Parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. **NOTICES.** All notices sent by and among the parties shall be sent to the contacts at the following respective addresses:

If to Mitchell County:

Mitchell County
Attn: Allen Cook, County Manager
26 Crimson Laurel Circle, Suite 2
Bakersville, NC 28705

With a copy to:

Eggers, Eggers, Eggers & Eggers, PLLC
Attn: Stacy C. Eggers, IV
Post Office Box 248 DTS
Boone, NC 28607

If to the Town of Bakersville:

Town of Bakersville
Attn: Mayor Charles E. Vines
26 S Mitchell Ave
Bakersville, NC 28705

If to the Town of Spruce Pine:

Town of Spruce Pine
Attn: Mayor Phillip Hise
P.O. Box 189
Spruce Pine, NC 28777

THUS, DONE AND SIGNED on the date hereinabove written, in duplicate originals.

Witness:

(Printed Name)

Mitchell County

Allen Cook
County Manager

Witness:

(Printed Name)

Town of Bakersville

Charles E. Vines
Mayor

Witness:

Brooke Peterson
Brooke Peterson (Printed Name)

Town of Spruce Pine

Phillip Hise

Phillip Hise
Mayor

Sign In

✓ Roger Byggeson

✓ ~~Steve Joput~~

✓ Heather Gaford

✓ Chris Rosenboom

✓ Alison Alexander

✓ Matt Evans

✓ SEAN FISHER

✓ Ken Oric

✓ Richard Caripe

✓ ~~Jim~~

✓ Wayne Puznt

✓ Rocky Buchanan

✓ Philpkins