

**Minutes
Spruce Pine Town Council
Monday, September 23, 2024**

A meeting of the Town Council was held on September 23, 2024. Present were Mayor Phillip Hise and Council Members Rocky Buchanan and Jackie Rensink. Staff in attendance included Darlene Butler, Brooke Peterson, and Kasey Cook. Others attended, including Town Attorney Chad Donnahoo, Cynthia Sciacca, Carolyn and Larry Sparks.

CALL TO ORDER

Mayor Phillip Hise called the regular meeting to order at 5:30 PM. Rocky Buchanan gave the invocation. Jackie Rensink led the Pledge of Allegiance.

APPROVAL OF AGENDA

Rocky Buchanan moved to approve the agenda. Jackie Rensink seconded the motion, which carried unanimously.

APPROVAL OF MINUTES

Rocky Buchanan moved to approve the minutes of the regular meeting of September 9, 2024. Jackie Rensink seconded the motion, which carried unanimously.

PUBLIC COMMENT

Carolyn and Larry Sparks expressed their concern for the water system and presented their used water filters along with pictures of their toilet water. Carolyn noted they had to install a new water filter system to try and combat the issues. They are located on 19E near Mayland Community College. Mayor Phillip Hise stated he would meet with the Public Works Director to address the issue.

ACTION AGENDA

- Jackie Rensink made a motion to adopt the resolution for the Town of Spruce Pine Personnel Manual. Rocky Buchanan seconded the motion, which carried unanimously.
- Rocky Buchanan made a motion to adopt the resolution authorizing the Police Chief to develop Spruce Pine Police Department Operating Policies and Procedures. Jackie Rensink seconded the motion, which carried unanimously.
- Jackie Rensink made a motion to adopt the resolution for Policy and Guidelines for Mutual Assistance with other Law Enforcement Agencies. Rocky Buchanan seconded the motion, which carried unanimously.
 - Police Chief Kasey Cook presented the new policy and highlighted a few key points from the index of the policy. Chief Cook noted that he is pleased with the new policies.

TOWN MANAGER

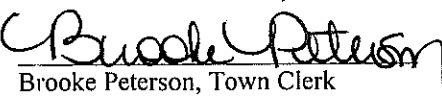
- ✓ Town Manager Darlene Butler noted she executed the contract for fireworks for 2025. They will be held on Saturday - July 5, 2025 due to the increasing costs. The total will be \$16,500. Mayor Phillip Hise agreed.
- ✓ The Treasures in the Fall Festival and Over Mountain Victory March is scheduled for this Saturday – September 28th. They are requesting a rain date of October 12th. All the council agreed, if there are no conflicts.
- ✓ Darlene reminded the council of the upcoming BBQ Festival and the Mountain to Coast event, which will be held on October 5th. The BBQ Festival will be downtown and the bike riders will be located at Riverside Park.
- ✓ Darlene emphasized the importance of filling the vacant council member seat. The council discussed having a special meeting for the second meeting in October to discuss the vacant seat and to complete the annual ethics training. That meeting will be October 28th.

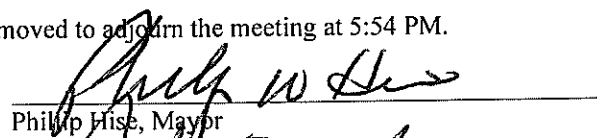
MAYOR/COUNCIL REQUESTS / COMMENTS

- There were no comments

ADJOURNMENT

With no further business, Jackie Rensink moved to adjourn the meeting at 5:54 PM.


Brooke Peterson, Town Clerk


Phillip Hise, Mayor


Rocky Buchanan, Council Member

ABSENT

Wayne Peight, Council Member

Jackie Rensink

Jackie Rensink, Council Member

**RESOLUTION ADOPTING THE
TOWN OF SPRUCE PINE PERSONNEL MANUAL**

NOW COMES the Town Council ("Council"), at a duly called public meeting with a quorum established, and hereby adopts this *Resolution Adopting the Town of Spruce Pine Personnel Manual*.

WITNESSETH:

WHEREAS, the Town of Spruce Pine ("Town") is a governmental entity employing numerous people for the purpose of carrying out the Town's operations;

WHEREAS, in 1991 and amended in 1995, the Town adopted the *Town of Spruce Pine Pay and Classification Plan and Recommended Personnel Policy* (the "Original Personnel Policy") to codify the Town's understanding of the best practices, rules, regulations, mandates, court interpretations and laws governing personnel administration;

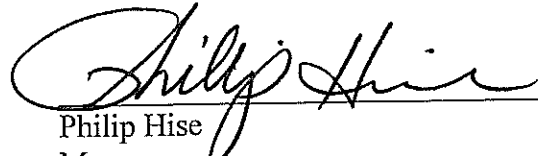
WHEREAS, through the years, in various resolutions, votes and other approved actions, the Council has revised portions of the Original Personnel Policy ("Amendments"); and

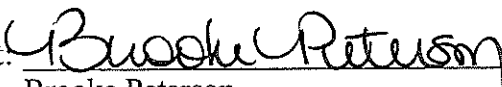
WHEREAS, to keep the Personnel Policy current with the most updated best practices, rules, regulation, laws, etc., the Town Manager recommends that the Original Personnel Policy and Amendments thereto be repealed and replaced with the updated Personnel Policy effective October 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that: (1) the Original Personnel Policy and Amendments thereto are hereby repealed the updated Personnel Policy will become effective as of October 1, 2024 as the official policy governing the appointment, classification, salary, benefits, leave and conditions of employment for the Town's employees; and (2) that this resolution shall become effective upon it adoption and approval.

READ AND APPROVED this 23rd day of September 2024.

TOWN OF SPRUCE PINE


Philip Hise
Mayor

Attest: 
Brooke Peterson
Town Clerk

**RESOLUTION AUTHORIZING THE POLICE CHIEF TO DEVELOP
AND ADOPT OPERATING POLICIES AND PROCEDURES
FOR THE SPRUCE PINE POLICE DEPARTMENT**

NOW COMES the Town Council ("Council"), at a duly called public meeting with a quorum established, and hereby adopts this *Resolution Authorizing the Police Chief to Develop and Adopt Operating Policies and Procedures for the Spruce Pine Police Department*.

WITNESSETH:

WHEREAS, the Police Chief has completed a comprehensive review and update of the Spruce Pine Police Department's ("Department") operating policies and procedures;

WHEREAS, the updated policies and procedures shall be effective as of October 1, 2024;
and

WHEREAS, the Police Chief desires the authority to adopt, update and maintain the Department's policies and procedures as needed and required.

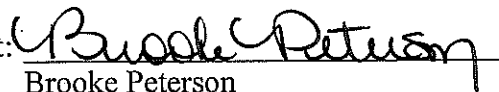
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that the Police Chief is hereby authorized to adopt, update and maintain the Department's operating policies and procedures as needed and required.

READ AND APPROVED this 23rd day of September 2024.

TOWN OF SPRUCE PINE



Philip Hise
Mayor

Attest: 

Brooke Peterson
Town Clerk

**RESOLUTION ADOPTING POLICY AND GUIDELINES FOR
MUTUAL ASSISTANCE WITH OTHER LAW ENFORCEMENT AGENCIES**

WHEREAS, pursuant to N.C.G.S. § 160A-288, the Town of Spruce Pine ("Town"), on behalf of the Spruce Pine Police Department ("Department"), may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies;

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers/deputy sheriffs to work temporarily with officers/deputy sheriffs of the requesting agencies, including in an undercover capacity, and lending equipment and supplies;

WHEREAS, it is deemed to be in the best interests of the Town's citizens to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

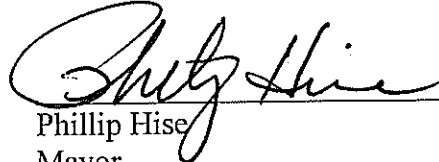
WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the Town's citizens.

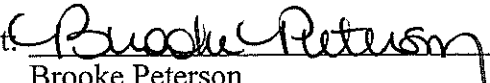
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN AT A DULY CALLED MEETING OF ITS TOWN COUNCIL WITH A QUORUM PRESENT the following:

1. The Department's Chief ("Chief") is hereby authorized to enter a mutual assistance arrangement with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Chief is hereby authorized to permit Department officers to work temporarily with officers/deputy sheriffs of the requesting agency, including in an undercover capacity, and the Chief may lend such equipment and supplies to the requesting agency as he/she deems advisable.
3. All such request and authorizations shall be in accordance with N.C.G.S. § 160A-288, as applicable.
4. While working with a requesting agency, a Department officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers/deputy sheriffs of the requesting agency in addition to those the officer normally possesses.
5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers/deputy sheriffs in the requesting agency, but the officer shall, for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to workers' compensation and the same benefits to the extent as though s/he were functioning within the normal scope of the officer's duties.

6. The Chief is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

THIS the 23rd day of September 2024.


Phillip Hise
Mayor

Attest: 
Brooke Peterson
Town Clerk

LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

NOW COMES the **SPRUCE PINE POLICE DEPARTMENT** ("Police Department") and the **MITCHELL COUNTY SHERIFF'S OFFICE** ("Sheriff's Office") (collectively "Parties") and enter this **LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT** ("Agreement").

WHEREAS, pursuant to N.C.G.S. §§ 90-95.2 and 160A-288, the Parties do hereby request each from the other, as the "Requesting Agency," and do hereby agree to provide each to the other, as the "Lending Agency," assistance in enforcing the laws of the State of North Carolina;

WHEREAS, this Agreement shall serve as the basis in writing for such assistance, and the assistance may consist of, but is not limited to: loaning officers or deputy sheriffs (including in an undercover capacity), equipment and supplies; and

WHEREAS, the Parties acknowledge the mutual benefit of enhanced law enforcement capabilities and efficiency within the Parties' respective jurisdictions.

NOW, THEREFORE, the Parties enter this Agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by N.C.G.S. § 160A-288, and, in addition to the provisions specifically contained in N.C.G.S. §§ 90-95.2 and 160A-288, agree to the following additional provision stated herein.

1. Legal Authority in the Requesting Agency's Jurisdiction. In addition to those powers, rights, privileges, benefits and immunities that the assigned officer or deputy sheriff normally possesses, while on duty with the Requesting Agency, the temporarily assigned officer or deputy sheriff from the Lending Agency shall have the same jurisdiction, powers, rights, privileges, benefits and immunities as the officers or deputy sheriffs of the Requesting Agency.

2. Reporting Authority. While on duty with the Requesting Agency, a temporarily assigned officer or deputy sheriff from the Lending Agency shall be subject to the lawful operational commands of the superior officers or deputy sheriffs of the Requesting Agency. The temporarily assigned officer or deputy sheriff from the Lending Agency shall obey all lawful and proper orders and diligently perform assigned duties and shall work during assigned hours.

3. Procedures for Requesting Mutual Aid. When temporary assistance is needed pursuant to this Agreement, the Requesting Agency shall notify the Lending Agency of the need for such assistance and the assistance shall be provided such assistance if feasible to do so. The Requesting Agency which needs temporary assistance shall notify the Lending Agency of such a need in writing when possible. In an emergency, the notification of the need for temporary assistance may be made using Mitchell County Central Communications and/or direct radio communications between the Parties. In an emergency circumstance, written notification shall be provided as soon thereafter as possible.

4. Legal Status of Personnel. For personnel and administrative purposes, the temporarily assigned officer or deputy sheriff shall remain under the control of the Lending Agency

and shall be entitled to Workers' Compensation and other benefits to which s/he would be entitled if functioning within the normal course and scope of his/her duties with the Lending Agency. Any disciplinary actions arising out of the temporary work assignment of any loaned officer or deputy sheriff will remain the Lending Agency's responsibility.

5. Release of Liability and Indemnification. The Requesting Agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer or deputy sheriff with in the course and scope of his/her temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the Lending Agency for all costs of litigation, including damages, awards, penalties, payment of attorneys' fees or other costs incurred by the Lending Agency pursuant to such temporary assignment.

The Requesting Agency Agrees to hold harmless the Lending Agency for any damage to the Requesting Agency's property incurred in the scope and course of the temporarily assigned officer or deputy sheriff's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer or deputy sheriff. Further, the Lending Agency agrees to hold the Requesting Agency harmless for any damage to the property of the Lending Agency occasioned by such act. The Agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either of the Parties shall have against the other.

6. Persons Authorized to Request Mutual Aid. Such requests for mutual assistance will be executed by the Chief/Sheriff of the Requesting Agency or, in his/her absence, by such other person as has been designated to make or grant such requests.

7. Length of Assignment. Officers and deputy sheriffs shall be assigned to the Requesting Agency in a number and for such time specified by agreement of the Chief/Sheriff of the Requesting Agency and the Chief/Sheriff of the Lending Agency. The Chief/Sheriff of the Lending Agency reserves the right to recall officer(s) or deputy sheriff(s) from temporary assignment with the Requesting Agency at any time and for any reason.

8. Asset Forfeiture. If any assets are forfeited because of the assistance provided by this Agreement, the Parties agree to a reasonable and proportional sharing of such proceeds.

9. Review and Revision. This Agreement will remain in effect unless notice of intent to terminate is provided to the other Party in writing at least thirty (30) days prior to the intended termination date. All requests for revisions to this Agreement must be made in writing and submitted to the other Party for review. No revisions, amendments or modifications of this Agreement shall be valid unless made in writing and agreed upon by both Parties, as evidenced by their respective signatures.

This Agreement shall be effective as of the date of the later signature set forth herein.

[SIGNATURES ON NEXT PAGE]

Kasey Cook
Kasey Cook
Chief, Spruce Pine Police Department

Date: 9-23-24

**STATE OF NORTH CAROLINA
COUNTY OF MITCHELL**

I, Darlene Johnson Butler, a Notary Public of said State and County above, do hereby certify that Kasey Cook, in his capacity as Chief of the Spruce Pine Police Department, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and notarial seal, this 23rd day of September 2024.

Darlene Johnson Butler
Notary Public

My Commission Expires: 10-14-2027
Notary
Mitchell
County
My Comm. Exp.
10-14-27
NORTH CAROLINA
Date: 9-19-24

Donald Street
Donald Street
Sheriff, Mitchell County Sheriff's Office

**STATE OF NORTH CAROLINA
COUNTY OF MITCHELL**

I, Sharon Burleson, a Notary Public of said State and County above, do hereby certify that Donald Street, in his capacity as Sheriff of Mitchell County, personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and notarial seal, this 19 day of Sept 2024.

Sharon Burleson
Notary Public

My Commission Expires: 5-1-28

