

**Minutes  
Spruce Pine Town Council  
Monday, May 22, 2023**

A meeting of the Town Council was held on May 22, 2023. Present were Mayor Darla Harding and Council Members Rocky Buchanan, Larry McKinney, James Acuff, and Jackie Rensink. Staff in attendance included Darlene Butler and Shelley Buchanan. Others attended, including Chad Donnahoo, Chase Thomas, Cynthia Sciacca, Phillip Hise, and Lynn Holler.

**CALL TO ORDER**

Mayor Darla Harding called the regular meeting to order at 5:30 PM. Rocky Buchanan gave the invocation. James Acuff led the Pledge of Allegiance.

**APPROVAL OF AGENDA**

James Acuff moved to approve the agenda as presented. Rocky Buchanan seconded the motion, which carried unanimously.

**APPROVAL OF MINUTES**

Rocky Buchanan moved to approve the minutes of the regular meeting of May 8, 2023. Larry McKinney seconded the motion, which carried unanimously.

James Acuff moved to approve the minutes of the budget planning session held on May 8, 2023. Rocky Buchanan seconded the motion, which carried unanimously.

Larry McKinney moved to approve the minutes of the public hearing held on May 16, 2023. Jackie Rensink seconded the motion which carried unanimously.

**CLOSED SESSION**

Mayor Harding asked for a motion to enter into closed session. James Acuff made a motion to enter into closed session citing NC G.S. 143.318.11a (3). Rocky Buchanan seconded the motion, which carried unanimously.

Mayor Harding excused herself from the room and discussion in the closed session. Mayor Harding rejoined the meeting and Larry McKinney excused himself from the meeting and discussion.

James Acuff moved to close the closed session meeting. Rocky Buchanan seconded the motion, which carried unanimously.

Upon return to open session Mayor Harding stated that there was no action taken during the closed session.

**PUBLIC COMMENT**

- ❖ Cynthia Sciacca addressed the Council about the mountain bike pump track at Brad Ragan Park. She asked who was responsible for maintenance and upkeep of the track. She noted it is very overgrown with tall grass and weeds. Darlene Butler responded that the group that installed the pump track said they would maintain it. Mayor Harding assured Ms. Sciacca that Mr. Kearns will be contacted and that the parks and rec department will address the overgrowth.

**ACTION AGENDA**

- Mayor Harding recused herself and turned the meeting over to Mayor Pro Tem Larry McKinney. Larry asked Darlene to read the Ordinance to Approve the 2023 Mowing Service Contract in its entirety. Said ordinance is incorporated by reference and attached to these minutes. James Acuff moved to adopt the Ordinance to Approve the 2023 Mowing Service Contract. Larry McKinney seconded the motion, which carried unanimously. Larry McKinney turned the meeting back over to Mayor Harding.
- Darlene stated that the updates to the down lighting recommendation in the Land Use Plan requested by Council Member Jackie Rensink have been put into place and the document is finalized. Larry McKinney moved to adopt the Town of Spruce Pine Comprehensive Land Use Plan. Jackie Rensink seconded the motion, which carried unanimously.
- James Acuff made a motion to provide water at outside rates with no annexation to Ambry Voinoff at 34 Pittman Hollow Rd. Rocky Buchanan seconded the motion, which carried unanimously.
- Larry McKinney made a motion to provide water at outside rates with no annexation to John Janeski at 280 Tempie Mountain Rd. Jackie Rensink seconded the motion, which carried unanimously.

TOWN MANAGER

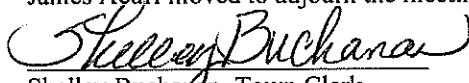
- ✓ The grand opening of the Riverside Park Splash Pad and new restrooms will be held this coming Friday from 12-2 pm. There will be a ribbon cutting ceremony and food served to the public. She thanked everyone for their hard work on these projects.
- ✓ A few applications have been received for the position of Spruce Pine Main Street Director. Darlene has passed these along to SPMS executive board as a representative from this board will be involved in the interview and selection process.
- ✓ Darlene and Libby continue to work on the request for qualifications for the streetscape plan.
- ✓ Darlene has agreed for the public works dept to assist the county with a sewer line issue. They will take the jetter to the ball field to help with this line. She stated this was the neighborly thing to do.
- ✓ Darlene and Russell met with representatives from the NC Division of Water Infrastructure as they toured the Spruce Pine Water Treatment Plant.
- ✓ On May 15<sup>th</sup> Darlene traveled to Boone to attend the US EDA Dept of Commerce meeting and was encouraged during the discussion of grant funding for the 226 Waterline Extension project that has been put on hold.
- ✓ On May 17<sup>th</sup> she attended the Rural Technical Coordinating Committee meeting in Boone as well as the Mitchell County Chamber meeting.
- ✓ Michael Briggs has announced his retirement from the police department as of July 1<sup>st</sup>, 2023. Chief Kasey Cook is working on filling his vacant positions.


MAYOR/COUNCIL REQUESTS / COMMENTS

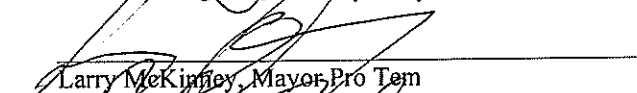
- Mayor Harding asked Darlene to get quotes on live streaming and video equipment to begin streaming the Council meetings. Darla mentioned she wants all concerned citizens to be able to watch the meetings and not just certain social media groups.
- Rocky Buchanan noted that he attended the RTAC meeting was updated that the two highways that were taken out of planning are back on the priority list.
- Mayor Harding noted she had spoken to the Senator concerning disaster relief funds that could be distributed from Hurricane Fred.

ADJOURNMENT

James Acuff moved to adjourn the meeting at 6:32 PM

  
Shelley Buchanan, Town Clerk

  
Darla Harding, Mayor

  
Larry McKinley, Mayor Pro Tem

  
Rocky Buchanan, Council Member

  
James Acuff, Council Member

  
Jackie Rensink, Council Member

**ORDINANCE TO APPROVE 2023 MOWING SERVICE CONTRACT**

**NOW COMES** the Town Council (“Council”) for the Town of Spruce Pine (“Town”), at a duly called meeting with a quorum established, and hereby adopts this *Ordinance to Approve 2023 Mowing Service Contract*.

**WITNESSETH:**

**WHEREAS**, Harding’s Landscaping and Lawn Maintenance, Inc. (“Contractor”) is licensed by the North Carolina Landscaping Contractors’ Licensing Board;

**WHEREAS**, Contractor has provided mowing services for the Town since 2017;

**WHEREAS**, the Town desires to enter into a one-year service contract with Contractor for 2023 mowing service (a copy of the 2023 Contract is incorporated herein and attached hereto with a cost not to exceed \$39,865.00);

**WHEREAS**, at the end of the 2023 mowing season, it is the Town’s intent to solicit bids for 2024 mowing service (and/or a multi-year mowing service contract);

**WHEREAS**, pursuant to N.C.G.S. § 14-234, Mayor Darla Harding has a conflict of interest since she may derive a direct benefit from the Contract and has recused herself from the making or administering of the 2023 Contract; and

**WHEREAS**, pursuant to N.C.G.S. § 14-234(d1), the Town may enter the 2023 Contract under the small jurisdiction exception (the population of the Town being less than 20,000) and because the value of the 2023 Contract is less than sixty thousand dollars (\$60,000)).

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL** that: (1) the 2023 Contract is approved and the Council authorizes the Town Manager to execute the 2023 Contract on its behalf; and (2) by July 15, 2023 (for the 2023 second quarter), October 15, 2023 (for the 2023 third quarter) and January 15, 2024 (for the 2024 fourth quarter), the Town Manger shall post inside the Town Hall a quarterly up-to-date summary of the costs incurred by the Town pursuant to the 2023 Contract.

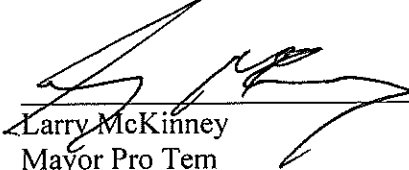
MOTION: James Acuff


SECONDED: Larry McKinney

VOTE: Unanimous in favor

READ AND APPROVED this 22<sup>nd</sup> day of May 2023.

**TOWN OF SPRUCE PINE**

  
\_\_\_\_\_  
Larry McKinney  
Mayor Pro Tem

Attest:   
Shelley Buchanan  
Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF MITCHELL

SERVICE CONTRACT – 2023 MOWING SERVICES

THIS CONTRACT (“Contract”) made this 22<sup>nd</sup> day of May 2023, by and between THE TOWN OF SPRUCE PINE (“Town”), on the one hand, and HARDING’S LANDSCAPING AND LAWN MAINTENANCE, INC. (“Contractor”), on the other hand (collectively “Parties”), for the 2023 mowing services for the Town (“Project”).

WITNESSETH:

WHEREAS, Town and Contractor, for the consideration contained herein, agree to the following terms and conditions:

- 1. Project’s Scope.** The Project’s scope is specified in Exhibit A, attached hereto and incorporated herein by reference. The Project’s scope shall not change unless this Contract is amended as specified in Section 9 herein. The Project scope shall include an estimate of the cost based on the locations and number of cuts per location for the 2023 mowing season (April – November).
- 2. Term.** The Contract’s term shall start based on the first mow of the 2023 season (April 2023) and shall terminate the earlier of the last mow of the 2023 season or November 15, 2023.
- 3. Cost.** Notwithstanding any estimate of cost provided in Exhibit A, Contractor’s total cost shall not exceed the sum of \$39,865.00. Contractor shall provide monthly, itemized invoices to the Town no later than the tenth day of the following month for the services performed for the preceding month.
- 4. Insurance.** As a condition precedent to this Agreement, Contractor shall provide proof of insurance for the Contract term for the required policies and coverages: 1) Workers’ Compensation (statutory coverage limits); 2) Commercial General Liability (“CGL”) (one-million-dollar occurrence, two-million-dollar aggregate); and 3) Comprehensive Automotive Liability. Town shall be listed as additional insured and a certificate holder on the Contractor’s CGL policy. Contractor will submit to Town a copy of the Certificate of Insurance on the latest approved North Carolina Department of Insurance Acord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (minus) or better by A.M. Best Company.
- 5. Independent Contractor.** Contractor is an independent contractor and not a Town employee. Town shall provide Contractor an IRS Form 1099 for the cost paid to Contractor as specified in Section 3 herein. Contractor is responsible for the means and methods in performing the Contract and shall provide its own labor and supplies when performing the Contract.

6. **Indemnification.** Contractor agrees to indemnify and hold harmless Town from any claims, causes of action, costs, judgments, damages, losses, expenses, awards and fees (including any attorneys' fees and legal costs incurred by the Town) with respect to any of the services, actions, activities, errors and omissions and tortious acts provided and/or caused by Contractor related to the performance of the Contract.

7. **Termination.** Should Contractor be in default of any of the terms of this Contract, including the specifications contained in Exhibit A, Town may terminate this Contract provided it provides Contractor with a written, seven (7) calendar day right to cure notice.

8. **Safety.** Contractor shall take all reasonably necessary safety precautions, including compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, or local. Contractor shall at all times be responsible for providing a safe job site and be responsible for the work performance and safety of all its employees, personnel, equipment, and materials within its care, custody and control. Contractor shall furnish all required safety equipment and ensure all of its employees have and wear personal protective equipment in compliance with applicable safety requirements.

9. **Amendments.** This Contract may only be amended in a writing signed by Contractor and Town and approved by the Town at a duly called, public meeting with a quorum present.

10. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of North Carolina and proper venue shall be the state courts located in Mitchell County, North Carolina.

11. **Mutually Agreement.** The Parties have had the opportunity to be fully and completely represented by counsel of their own choosing in the making and review of this Contract. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.

12. **Entire Agreement.** The Parties hereby affirm that the only consideration for executing this Contractor are the terms and conditions herein and no other promises or agreements of any kind have been made by any person or entity to cause the Parties to execute this Contract. Further, the Parties agree that if any provisions herein are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Contractor, which shall remain in full force and effect.

13. **Authority.** The Parties hereby represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are conditions precedent to their authority to execute this Contract.

14. **Assignment.** This Contractor shall be not assigned without the prior, written consent of the Town.

IN WITNESS WHEREOF, Contractor and Town have executed this Contract on the day and year first above written.

**HARDING'S LANDSCAPING AND  
LAWN MAINTENANCE, INC.**

\_\_\_\_\_  
Jeff Harding  
President

Date: \_\_\_\_\_

**THE TOWN OF SPRUCE PINE**

\_\_\_\_\_  
Darlene Butler  
Town Manager

Date: \_\_\_\_\_

APPROVED TO FORM:



Chad Ray Donnahoo  
Town Attorney

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

\_\_\_\_\_  
Crystal Young  
Finance Officer

Date: \_\_\_\_\_

## Exhibit A

Contractor		Per Mowing
Intersections	Mowing and Landscaping Maintenance	
	*Every 7 days unless dry conditions	
	*Price includes weed eat and blow all areas	
	*Landscaping maintenance includes weed removal, weed spraying, mulch, trimming	
	19E & Hwy 226 Spruce Pine Sign Side and DOT Landscaping Side	35
	19E & Hwy 226 (NCDOT landscaping)	75
	19E & Greenwood Rd.	85
	19E & Beaver Creek	90
	226 and Summit Avenue - Mow/weed eat/flower bed at fence and SP sign	125
Cemetery	*Every 10 days unless dry conditions	
	Mow entire cemetery	900
	Mow lower field as necessary	225
	Weed eat front bank as necessary	200
	Weed eat all headstones	
	Blow grass off headstones and roadway	
Downtown	*Every 7 days unless dry conditions	150
	Oak Avenue at end of bridge to the waterfall and to Fortner Drive	
	Greenwood/Highland across from old Town Hall	
	Locust Street/Oak Avenue from west intersection to east intersection	
	Overlook Park (Tile Table)	
	Clock Park and across the street at big tree - mowing and landscaping	
	Depot mowing	
	Oak Avenue along theater	
	Across from Nikki's Restaurant	
	Strip going to walking bridge	
		90
Town Hall		125
Police Department		



