

**Minutes
Spruce Pine Town Council
April 8, 2024 5:30 PM**

A meeting of the Town Council was held on April 8, 2024. Present were Mayor Phillip Hise and Council Members Wayne Peight, Rocky Buchanan, Larry McKinney, and Jackie Rensink. Staff in attendance included Darlene Butler, Michael Wood, Kasey Cook, Spencer Bost, and Brooke Peterson. Others attended, including Chad Donnahoo, Donnie Staton, and Kelly Jones.

CALL TO ORDER

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

APPROVAL OF AGENDA

Larry McKinney moved to approve the agenda with the tabling of approving the new board member for the Spruce Pine Housing Authority Board. Wayne Peight seconded the motion, which carried unanimously.

APPROVAL OF MINUTES

Larry McKinney moved to approve the minutes of the March 25, 2024 Budget Session Meeting. Jackie Rensink seconded the motion, which carried unanimously.

Jackie Rensink moved to approve the minutes of the March 11, 2024 Town Council Meeting. Larry McKinney seconded the motion, which carried unanimously.

Larry McKinney moved to approve the minutes of the March 11, 2024 Closed Session Meeting. Jackie Rensink seconded the motion, which carried unanimously.

PUBLIC COMMENT

- ❖ There were no public comments.

CLOSED SESSION

Mayor Hise moved to enter into closed session, citing NCGS 143-318 (a)(2)(3) – to prevent the premature disclosure of an honorary degree, scholarship, prize or similar award and to consult with an attorney retained by the Council to preserve the attorney-client privilege. Kasey Cook, Michael Wood, Spencer Bost, Donnie Staton, and Kelly Jones departed the board room.

RETURN TO OPEN SESSION

Council Member Larry McKinney moved to resume open session. Wayne Peight seconded that motion, which carried unanimously. Kasey Cook, Michael Wood, Spencer Bost, and Donnie Staton, and Kelly Jones returned to the board room.

ACTION AGENDA

- ✓ Larry McKinney moved to award the 2024 Mowing Contract Service Contract to Harding Landscaping and Lawn Maintenance. Rocky Buchanan seconded the motion, which carried unanimously. The service contract will be effective for two years. Town Manager, Darlene Butler noted this was the only mowing bid proposal received.
- ✓ Larry McKinney moved to award the 2024 Mowing Contract Service Contract to Harding Landscaping and Lawn Maintenance. Wayne Peight seconded the motion, which carried unanimously. This service contract will be effective for two years. Town Manager, Darlene Butler noted there were only two landscaping bids proposed, Harding Landscaping and Lawn Maintenance and Ripple Creek Landscape Designs, LLC.
- ✓ Jackie Rensink moved to award the Streetscape Engineering Contract to WithersRavenel, Inc. Larry McKinney seconded the motion, which carried unanimously. Eleven months is the projected timeline for Schematic Design.

- ✓ Rocky Buchanan made a motion to adopt a resolution authorizing cancellation of the Stroup Revolving Loan. Jackie Rensink seconded the motion, which carried unanimously. Town Manager, Darlene Butler noted that Finance Officer, Crystal Young has all payment documentation.
- ✓ Rocky Buchanan made a motion to adopt the National Day of Prayer Proclamation which will be on May 2, 2024. Larry McKinney seconded the motion, which carried unanimously.
- ✓ Rocky Buchanan made a motion to approve the Special Event Permit Application for Downtown Worship for Walton Sheppard on May 29, 2024, pending insurance policy. Wayne Peight seconded the motion, which carried unanimously. Town Manager, Darlene Butler noted that she does have an email from the insurer supporting pending insurance.

DEPARTMENT UPDATES

Public Works

- Town Manager, Darlene Butler presented the current open and closed work orders for Public Works, due to vacant Public Works Director position. Said report is incorporated by reference and attached to these minutes.
- Darlene noted that the advertisement for Public Works Director is open until April 19, 2024.
- Darlene commended that department for doing such a good job. Jason Burleson and Travis Phillips have stepped forward in assisting while the director position is vacant.

Main Street

- Main Street Director Spencer Bost disbursed the Main Street monthly report. Said report is incorporated by reference and attached to these minutes.
- Spencer noted that Fire on the Mountain is only two weeks away. There are more vendors this year.
- Spencer stated that rebranding Main Street is moving along and finalization of the new logo will be available April 19th.
- Spencer discussed that Main Street is collaborating with Spruce Pine Potters Market to promote downtown. Council Member Jackie Rensink noted that this will be a great asset to Main Street.
- Spencer discussed that the Third Thursday event is an ongoing process, but things are coming together. He is currently working on the specifics for setting up the Beer Garden.
- Spencer attended the North Carolina Main Street conference in Goldsboro and the Visit North Carolina conference in Greenville.
- Spencer noted that spring cleanup is coming up on April 13th.

Parks and Rec

- Parks and Rec Director Michael Wood presented his April report for Parks and Rec, which is incorporated by reference and attached to these minutes.
- Michael noted updates taking place at Brad Ragan and baseball is beginning.
- Michael discussed the vandalizing that is occurring at Riverside Park and the current camera's locations are not capturing the incidents.
- Parks and Rec staff have looked through all the playgrounds for sharp objects. Mayor Phillip Hise noted that Public Works has a metal detector that would be beneficial.
- Shelter reservations have begun.
- He noted that the parks are being utilized more with warm weather.
- Council member Larry McKinney asked about when swimming lessons will begin. Michael noted that he will know more about dates once his staff returns for the summer season. The pool grand re-opening is possibly going to be around Memorial Day weekend.

Police Department

- Police Chief Kasey Cook updated the Council on the police department for the month of March, presenting a log with a total of 436 calls logged through Mitchell County Communications. Said log is incorporated by reference and attached to these minutes. With calls increasing due to warm weather, officers will be out patrolling more.
- Chief Cook noted that all cars are now running and the department has a K-9 for each shift.
- Chief Cook discussed Lt. Johnson and Tank attending annual training and was awarded first place. Chief Cook noted how proud he was.

Finance

- Finance Officer Crystal Young is currently out on vacation and did not attend the meeting. Town Manager, Darlene Butler gave the Council an update on the financials for the period ending March 31, 2024. Said report is incorporated by reference and attached to these minutes.

Water and Sewer

- Project Manager Donnie Staton with Veolia gave his report for the month of March. Said report is incorporated by reference and attached to these minutes.
- Donnie discussed the well #2 mechanics to reduce air in the system.
- Donnie also noted that there are currently three employees that hold an A Surface certification.
- Donnie Staton noted that there is a high demand for water toward the Grassy Creek area, therefore the wells in that area are being utilized at full capacity. He is looking forward to August regarding a grant that has been submitted. He is also having to utilize the wells more to keep up with demand.

MANAGER'S UPDATE

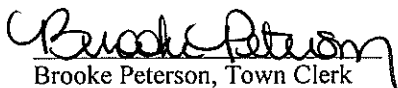
- Town Manager Darlene Butler discussed all current town grants with amounts and the level of completions. She will continue to update the council as needed.
- Darlene also noted she is taking applications for Public Works director until April 19, 2024.
- Darlene discussed the condemnation of 116 S. Dale Street and a possible asbestos issue.

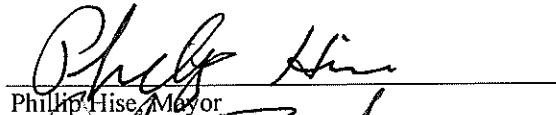
MAYOR/COUNCIL COMMENTS

- Mayor Phillip Hise requested information on registration for vacant buildings in residential. Town Manager Darlene Butler noted that the council has adopted this town wide ordinance and Town Hall is fully staffed, therefore could begin that process of researching the owners and addresses. She also noted, possibly utilizing Spencer for the downtown area.
- Council member Rocky Buchanan noted his concern for the maintenance shed roof and if the repairs are complete. Darlene Butler is following up regarding documentation for the contract and warranty.

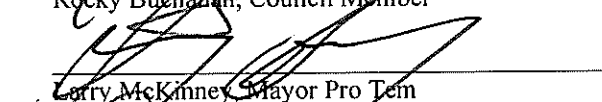
ADJOURNMENT

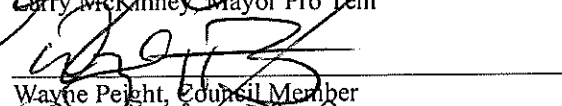
With no further business, the meeting was adjourned by motion of Larry McKinney at 7:01 PM.


Brooke Peterson, Town Clerk


Phillip Hise, Mayor


Rocky Buchanan, Council Member


Larry McKinney, Mayor Pro Tem


Wayne Peight, Council Member


Jackie Rensink, Council Member



Request for Proposals - Mowing

The Town of Spruce Pine is requesting proposals for mowing of certain municipal-owned properties in town. The mowing season to be considered is April through November. The contract will be in effect for two years, 2024 and 2025.

The successful bidder is required to provide proof of Workers' Compensation, Commercial General Liability, and Comprehensive Automotive Liability insurances. Town shall be listed as an additional insured and a certificate holder on the Contractor's CGL policy.

A detailed list of areas to be mowed and additional requirements is available at the Spruce Pine Town Hall, 11050 South Highway 226. The list is also available on the Town's website: <https://www.townofsprucepine.com>. Bids will be accepted through March 21, 2024. Please send to the attention of the Town Manager at PO Box 189, Spruce Pine, NC 28777, or email to manager@sprucepine-nc.gov.

EXHIBIT A

Contractor - Mowing Services

Mowing

- *Every 7 days unless dry conditions
- *Price includes weed eat and blow all areas

Intersections

19E & Hwy 226 (Spruce Pine Sign Side)
19E & Hwy 226 (NCDOT landscaping)
19E & Greenwood Rd.
19E & Beaver Creek
226 and Summit Avenue - Mow/weed eat/flower bed at fence and SP sign

Cemetery

- *Every 10 days unless dry conditions

Mow entire cemetery
Mow lower field as necessary
Weed eat front bank as necessary
Weed eat all headstones
Blow grass off headstones and roadway

Downtown

- *Every 7 days unless dry conditions

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
Depot mowing
Oak Avenue along theater
Across from Live Oak Gastropub Restaurant
Strip going to walking bridge

Town Hall

Police Department

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Strip going to walking bridge

Town Hall

Police Department

Town of Spruce PineLAWN MAINTENANCE BidCemetary April 4 To Nov 13Top of Cemetary 22 cuts Per Season @ 1100⁰⁰ per cut = 24,200⁰⁰Front Bank (every 3 weeks) 11 cuts per Season @ 250⁰⁰ = 2750⁰⁰Lower Cemetary 11 cuts per Season @ 100% @ 270⁰⁰ = 2970⁰⁰Lower Cemetary 14 cuts per Season @ 70% @ 200⁰⁰ = 2800⁰⁰TOTAL 32,720⁰⁰

* NOTE: If LAWN MAINTENANCE Company HAS TO CLEAN up
 old Flowers & Tree Limbs There will be A charge of
 \$36⁰⁰ per hr., per man, per Time

Town Hall

Priced Per cut every 7 Days April 4 To Nov 13

28 cuts per Season @ 120⁰⁰ per cut = 3360⁰⁰Police Dept

Priced Per cut every 7 Days April 4 To Nov 13

28 cuts per Season @ 160⁰⁰ per cut = 4480⁰⁰Down Town


(Bank From Fortner Drive To The Waterfall

Weed eat & Blow every 2 weeks 14 cuts @ 125⁰⁰ = 1750⁰⁰The Rest of Down Town AS STATED ON Bid Sheet

Price Per cut every 7 Days April 4 To Nov 13

28 cuts per Season @ 180⁰⁰ = 5040⁰⁰

Hardings Landscape AND MAINTENANCE Inc.



NCLE License #2125

3-18-2024

Town of Spruce Pine
Lawn Maintenance Bids

Intersections Every 7 Days April 4 To Nov 13

19E- 226

28 cuts per season @ 40⁰⁰ = 1120⁰⁰

19E 226 New (NCDOT Landscaping)

28 cuts per season @ 100⁰⁰ = 2800⁰⁰

19-E Greenwood

28 cuts per season @ 110⁰⁰ = 3080⁰⁰

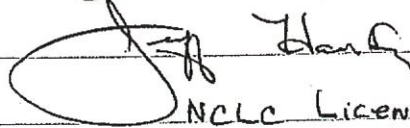
19E Beaver Creek

28 cuts per season @ 120⁰⁰ = 3360⁰⁰

226 Summit Avenue

28 cuts per season @ 150⁰⁰ = 4200⁰⁰

HARDINGS LANDSCAPE AND MAINTENANCE INC.

 Jeff Hardy

NCLC License # 2125

3-18-2024

RESOLUTION ADOPTING THE MOWING SERVICES PROPOSAL

NOW COMES the Town Council ("Council"), at a duly called public meeting with a quorum established, and hereby adopts this *Resolution Adopting the Mowing Services Proposal*.

WITNESSETH:

WHEREAS, the Town of Spruce Pine solicited a Request for Proposals ("RFP") for its mowing services based on a two-year term, April 2024 – November 2025 ("Project");

WHEREAS, the RFP was advertised in the Mitchell News-Journal on March 6 and March 13, 2024 and was advertised on the Town's website;


WHEREAS, a copy of the Project's scope of work is attached as Exhibit A; and


WHEREAS, Harding Landscaping and Lawn Maintenance, Inc. ("Harding") was the only company that submitted a proposal for the RFP ("Proposal"). A copy of the Proposal is attached as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that: (1) based on the submitted Proposal, Harding be selected as the company to perform the Project; and (2) that the Town Manager be authorized to enter and execute a written contract with Harding for the Project.

READ AND APPROVED this 8th day of April 2024.

TOWN OF SPRUCE PINE


Philip Hise
Mayor

Attest: 
Brooke Peterson
Town Clerk



Request for Proposals – Landscape Maintenance

The Town of Spruce Pine is requesting proposals for landscape maintenance of certain municipal-owned properties in town. The landscaping season to be considered is April through November. The contract will be in effect for two years, 2024 and 2025.

The successful bidder is required to provide proof of Workers' Compensation, Commercial General Liability, and Comprehensive Automotive Liability insurances. Town shall be listed as additional insured and a certificate holder on the Contractor's CGL policy.

A detailed list of areas to be maintained and additional requirements is available at the Spruce Pine Town Hall, 11050 South Highway 226. The list is also available on the Town's website: <https://www.townofsprucepine.com>. Bids will be accepted through March 21, 2024. Please send to the attention of the Town Manager at PO Box 189, Spruce Pine, NC 28777, or email to manager@sprucepine-nc.gov.

EXHIBIT A

Contractor - Landscape Maintenance

*Minimum of three times per year (Spring, Summer, Fall)

*Landscaping maintenance includes weed removal, weed spraying, mulch, trimming

Town Buildings

Town Hall - weed removal, trim shrubs, spray weed killer, mulch or ground cover
Police Department - weed removal, trim shrubs, spray weed killer, mulch or ground cover
Spruce Pine Library - weed removal, trim shrubs, spray weed killer, mulch or ground cover

Locust Avenue (Lower Street)

Spray weeds in sidewalks from Highland to end of Locust/Oak Intersection
Spray weeds in parking spaces along train tracks
Spray weeds in Carolina Theater parking lot
Spray weeds in parking lot above News-Journal
Spray weeds on one-way streets (Topaz, Crystal and Link)
Maintain landscaping on islands, weed control, mulch, trim
Berms near railroad crossing and depot
Berm near 50's Diner

Oak Avenue (Upper Street)

Spray weed killer on sidewalks from Highland to Central Baptist Church
Spray weed killer on Beantree Lane (behind Southwest Trading)
Clock Park - weed removal, trim shrubs, spray weed killer, maintain mulch or other ground cover

Highland Avenue

Landscaping near Tri-County Oil - weed removal, trim shrubs, spray weeds, maintain mulch or other ground cover

Intersections

19E & Hwy 226 (Spruce Pine Sign Side)
19E & Hwy 226 (NCDOT landscaping)
19E & Greenwood Rd.
19E & Beaver Creek
226 and Summit Avenue - weed eat/flower bed at fence and SP sign

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Locust Avenue (Lower Street)

Spray weeds in sidewalks from Highland to end of Locust/Oak Intersection
 Spray weeds in parking spaces along train tracks
 Spray weeds in Carolina Theater parking lot
 Spray weeds in parking lot above News-Journal
 Spray weeds on one-way streets (Topaz, Crystal and Link)
 Maintain landscaping on islands, weed control, mulch, trim
 Berms near railroad crossing and depot
 Berm near 50's Diner

Oak Avenue (Upper Street)

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 Spray weed killer on Beantree Lane (behind Southwest Trading)
 Clock Park - weed removal, trim shrubs, spray weed killer, maintain mulch or other ground cover

Highland Avenue

Landscaping near Tri-County Oil - weed removal, trim shrubs, spray weeds, maintain mulch or other ground cover

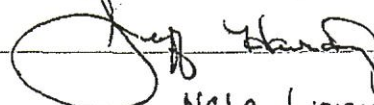
Intersections

19E & Hwy 226 (Spruce Pine Sign Side)
 19E & Hwy 226 (NCDOT landscaping)
 19E & Greenwood Rd.
 19E & Beaver Creek
 226 and Summit Avenue - weed eat/flower bed at fence and SP sign

Town of Spruce Pine
Landscape Maintenance Bid

- * Spray weeds in Sidewalks To End of Locust / OAK Intersection
75⁰⁰ per Spray x 3 Times Per Yr = 225⁰⁰
 - * Spray weeds in Parking Spaces Along Train Trach
85⁰⁰ per Spray x 3 Times per Yr = 255⁰⁰
 - * Spray weeds in Carolina Theatre Parking Lot
40⁰⁰ per Spray x 3 Times per Yr = 120⁰⁰
 - * Spray weeds in Parking Lot Above News Journal
50⁰⁰ per Spray x 3 Times Per Yr = 150⁰⁰
 - * Spray weeds on one way Streets (Topaz, Crystal, Link)
50⁰⁰ per St = 150⁰⁰ x 3 Times per Yr = 450⁰⁰
 - * Spray weed killer on Sidewalks from Highland to Central Baptist Church
200⁰⁰ per Spray x 3 Times per Yr = 600⁰⁰
 - * Spray weed killer on Beantree Lane (Behind Southwest Trading)
50⁰⁰ per Spray x 3 Times per Yr = 150⁰⁰
- \$1950⁰⁰

HARDINGS Landscape AND Maintenance Inc.


NCLC License #2125

3-18-2024

Town of Spruce Pine
LANDSCAPE MAINTENANCE Bid

Intersections

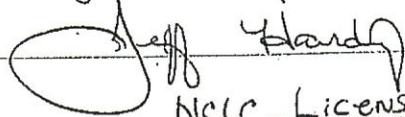
19E-226 New (NC DOT Landscaping)

Spray weed killer $3 \times 50 = 150^{\text{sq}}$ x 3 Times per Year	= 450 ^{sq}
Weed Removal 80^{sq} x 3 Times per Year	= 240 ^{sq}
1- Mulch Labor MATERIAL + Delivery	= 1800 ^{sq}
1- Trim + Clean-up	= 480 ^{sq}
1- Clean off Perennials in The Fall.	= 100 ^{sq}
1- Snap Shot Pre-Emergence Herbicide	= 90 ^{sq}
TOTAL	= 3160^{sq}

19E-226 Old (Spruce Pine Sign)

Spray Weed Killer 50^{sq} x 3 Times Per Year	= 150 ^{sq}
Weed Removal 40^{sq} x 3 Times per Year	= 120 ^{sq}
1- Mulch Labor MATERIAL + Delivery	= 1700 ^{sq}
1- Trim + Clean-up	= 600 ^{sq}
1- Clean off Perennials in The Fall	= 50 ^{sq}
1- Snap Shot Pre-Emergence Herbicide	= 72 ^{sq}
TOTAL	2692^{sq}

Hardings Landscape And Maintenance Inc

 Jeff Hardy

NCLC License # 2125

3-18-2024

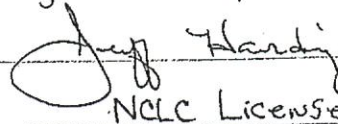
Town of Spruce PineLandscape Maintenance BidIntersections19E Greenwood

Spray Weed Killer	30 ⁰⁰ x 3 Times Per Yr	= 90 ⁰⁰
Weed Removal	40 ⁰⁰ x 3 Times Per Yr	= 120 ⁰⁰
1 Mulch Labor MATERIAL + Delivery		= 360 ⁰⁰
1- Trim + Clean-up		= 400 ⁰⁰
1- Snap Shot pre-Emergence Herbicide		= 50 ⁰⁰
Clean off Perennials in The Fall		= 40 ⁰⁰
Total		\$1060 ⁰⁰

19E Beaver Creek

Spray Weed Killer	20 ⁰⁰ x 3 Times Per Yr	= 60 ⁰⁰
Weed Removal	15 ⁰⁰ x 3 Times Per Yr	= 45 ⁰⁰
Mulch Labor MATERIAL + Delivery		= 85 ⁰⁰
1- Trim + Clean-up		= 85 ⁰⁰
1 Snap Shot pre Emergence Herbicide		= 15 ⁰⁰
Total		290 ⁰⁰

Hardings Landscape And Maintenance Inc.


 Jeff Hardy
 NCLC License # 2125

3-18-2024

Town of Spruce Pine
LANDSCAPE MAINTENANCE BID

Intersections

50 Diner (2 Beds)

Spray Weed Killer	25 ⁰⁰ x 3 Times per Yr.	= 75 ⁰⁰
Weed Removal	45 ⁰⁰ x 3 Times per Yr	= 135 ⁰⁰
1 Mulch Labor MATERIAL + Delivery		= 295 ⁰⁰
1 Trim + Clean-up		= 350 ⁰⁰
1-Snap Shot Pre-Emergence Herbicide 5x6		= 30 ⁰⁰
* 3 Kwanson Cherry Trees Clean-up Around Trees		= 150 ⁰⁰
TOTAL		1035 ⁰⁰

226 Summit Ave (Bid Includes Arbs At The Fence)

Spray Weed Killer	50 ⁰⁰ x 3 Times per Year	= 150 ⁰⁰
Weed Beds	50 ⁰⁰ x 3 Times per Yr	= 150 ⁰⁰
1 Mulch Labor MATERIAL + Delivery		= 650 ⁰⁰
1-Trim + Clean-up		= 700 ⁰⁰
1-Snap Shot Pre Emergence Herbicide 15x6		= 90 ⁰⁰
1-Plant 1 Emerald Green Arb (Labor + MATERIAL		= 200 ⁰⁰
TOTAL		1940 ⁰⁰

HARDINGS Landscape + Maintenance INC

Supp Planting

NCLC License # 2125

3-18-2024

Town of Spruce PineLandscape Maintenance BidTri Co Oil Bed

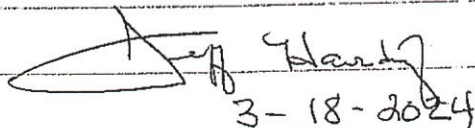
Spray weed killer	30 ⁰⁰ x 3 Times per Yr	= 90 ⁰⁰
Weed Removal	40 ⁰⁰ x 3 Times per Yr	= 120 ⁰⁰
1-Mulch Labor Material + Delivery		= 300 ⁰⁰
1-Trim + Clean-up		= 200 ⁰⁰
1-Snap Shot Pre-Emergence Herbicide 5x6		= 30 ⁰⁰
1 Clean off Perennials in The Fall		= 50 ⁰⁰
TOTAL		790 ⁰⁰

Cemetery (2 Beds)

Spray weed killer	40 ⁰⁰ x 3 Times per Yr	= 120 ⁰⁰
Weed Removal	30 ⁰⁰ x 3 Times per Yr	= 90 ⁰⁰
1-Mulch Labor Material + Delivery		= 320 ⁰⁰
1-Trim + Clean-up		= 300 ⁰⁰
1-Snap Shot pre-Emergence Herbicide 5x6		= 30 ⁰⁰
TOTAL		860 ⁰⁰

Library

Spray weed killer	80 ⁰⁰ x 3 Times per Yr	= 240 ⁰⁰
Weed Removal	50 ⁰⁰ x 3 Times per Yr	= 150 ⁰⁰
1-Mulch Labor Material + Delivery		= 250 ⁰⁰
1-Trim + Clean up + Remove Dead Plants		= 260 ⁰⁰
1-Snap Shot Pre-Emergence Herbicide 20x6		= 120 ⁰⁰
1 Leaf Clean-up		= 180 ⁰⁰
TOTAL		= 1200 ⁰⁰

 Jeff Harty
3-18-2024

Town of Spruce Pine
Landscape Maintenance Bid

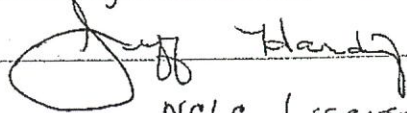
Town Hall

Spray Weed Killer 50' x 3 Times per Yr	= 150 ⁰⁰
Weed Removal 50 x 3 Times per Yr	= 150 ⁰⁰
1-Mulch Labor MATERIAL & Delivery	= 275 ⁰⁰
1 Trim & Clean-up	= 250 ⁰⁰
1-Snap Shot Pre Emergence Herbicide 5x6	= 30 ⁰⁰
* No New Gravel Needed in Landscape Beds *	
TOTAL	855 ⁰⁰

Police

Spray Weed Killer 50' x 3 Times per Yr	= 150 ⁰⁰
Weed Removal 60' x 3 Times per Yr	= 180 ⁰⁰
1 Mulch (No Mulch used in Beds 3/4 TENN TAN gravel used in Beds	
3/4 TENN TAN GRAVEL Labor MATERIAL & Delivery	= 900 ⁰⁰
1-Trim & Clean-up	= 200 ⁰⁰
1-Snap Shot Pre Emergence Herbicide 10x6	= 60 ⁰⁰
1 Edge Beds (3/4 TENN TAN gravel Bed)	= 125 ⁰⁰
TOTAL	1615 ⁰⁰

HARDINGS Landscape & Maintenance INC

 Jeff Hardy

NCLC License #2125

3-18-2024

Town of Spruce PineLandscape Maintenance BidClock Park Bed

Spray Weed Killer 50 ⁰⁰ x 3 Times per Yr	= 150 ⁰⁰
Weed Removal 75 ⁰⁰ x 3 Times per Yr.	= 225 ⁰⁰
1- Mulch Labor MATERIAL + Delivery	= 950 ⁰⁰
1- Trim & Clean-up	= 650 ⁰⁰
1- Snap Shot Pre Emergence Herbicide 15x6	= 90 ⁰⁰
1- Clean off Perennials in The Fall	= 100 ⁰⁰

*Trim is for Shrubbery only It Does Not Include The Trees

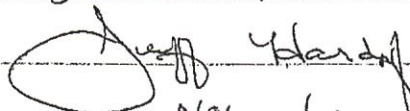
TOTAL 2165⁰⁰

Down Town All Beds

Spray Weed Killer 60 x 3 Times per Yr	= 180 ⁰⁰
Weed Removal 200 ⁰⁰ x 3 Times per Yr	= 600 ⁰⁰
1- Mulch Labor MATERIAL + Delivery	= 900 ⁰⁰
1- Trim & Clean-up	= 750 ⁰⁰
1- Snap Shot pre Emergence Herbicide 15x6	= 90 ⁰⁰
1- Clean off Perennials In The Fall	= 150 ⁰⁰

TOTAL 2670

Hardings Landscape + Maintenance Inc

 Jeff Hardy

NCLC License #2125

3-18-2024

\$
Total 61,910.00/y

Town of Spruce Pine

LAWN MAINTENANCE Bid

Cemetery April 4 To Nov 13

Top of Cemetery 22 cuts Per Season @ 1100⁰⁰ per cut = 24,200⁰⁰

Front Bank (every 3 weeks) 11 cuts per Season @ 250⁰⁰ = 2750⁰⁰

Lower Cemetery 11 cuts per Season @ 100% @ 270⁰⁰ = 2970⁰⁰

Lower Cemetery 14 cuts per Season @ 70% @ 200⁰⁰ = 2800⁰⁰

Total 32,720⁰⁰

* NOTE: IF LAWN MAINTENANCE COMPANY HAS TO CLEAN UP
Old Flowers & Tree Limbs There will be A charge of
\$36⁰⁰ per Hr., per man, per Time

Town Hall

Priced Per cut every 7 Days April 4 To Nov 13

28 cuts per Season @ 120⁰⁰ per cut = 3360⁰⁰

Police Dept

Priced Per cut every 7 Days April 4 To Nov 13

28 cuts per Season @ 160⁰⁰ per cut = 4480⁰⁰

Down Town

BANK from Fortner Drive To The Waterfall

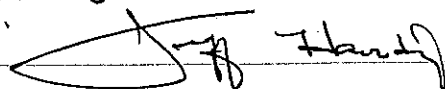
Weed eat & Blow every 2 weeks 14 cuts @ 125⁰⁰ = 1750⁰⁰

The Rest of Down Town As stated on Bid Sheet

Price Per cut every 7 Days April 4 To Nov 13

28 cuts per Season @ 180⁰⁰ = 5040⁰⁰

HARDINGS LANDSCAPE AND MAINTENANCE INC.



NCLC License #2125

3-18-2024

Town of Spruce Pine

LAWN MAINTENANCE Bids

Intersections Every 7 Days April 4 TO Nov 13

19E- 226

28 cuts per season @ 40⁰⁰ = 1120⁰⁰

19E 226 New (NCDOT Landscaping)

28 cuts per Season @ 100⁰⁰ = 2800⁰⁰

19-E Greenwood

28 cuts Per Season @ 110⁰⁰ = 3080⁰⁰

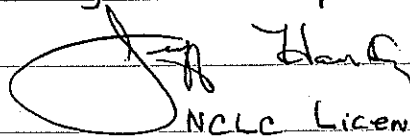
19E Beaver Creek

28 cuts per Season @ 120⁰⁰ = 3360⁰⁰

226 Summit Avenue

28 cuts per Season @ 150⁰⁰ = 4200⁰⁰

HARDINGS Landscape AND MAINTENANCE Inc.



NCLC License # 2125

3-18-2024



Ripple creek Landscape Designs LLC
po box 194
crossnore NC 28616-0194
8644070915
jtsripplecreek@outlook.com
ripplecreekdesign.com

Estimate # 0000001
Date Mar 02, 2024

Town of Spruce Pine
11050 South Highway 226
spruce pine NC



Description	Cost/Rate	Qty/Hr	Taxes %	Total	
weed, trim, spray, mulch town hall	75.15	14	0	0.00	6,312.60
weed, trim, spray, mulch Spruce pine PD	75.15	8	0	0.00	3,607.20
weed, trim, spray, mulch Library	75.15	14	0	0.00	6,312.60
weed, trim, spray, mulch Locust ave	75.15	43	0	0.00	19,388.70
weed, trim, spray, mulch Oak ave	75.15	49	0	0.00	22,094.10
weed, trim, spray, mulch Highland ave	75.15	14	0	0.00	6,312.60
weed, trim, spray, mulch Intersections	75.15	89	0	0.00	40,130.10

mulch

0.30	19708	0	0.00	35,474.40
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mulch at all locations specified, calculated per square foot at a 2 inch depth per application.

Notes:

This price of \$139,632.30 represents two years of service or \$69,816.15 per year of service and can be broken into monthly service payments of \$9,973.74 or four payments of \$17,454.03 during the service year. The service includes a minimum of 3 visits per season year as specified in the bid contract, April thru November at all locations listed in contract. Upper and lower street will be sprayed a minimum of 4 times per season year April - November. All locations will be checked at least once monthly or upon request.

Thank you,
JT Stevens

Subtotal	139,632.30
	0.00
Total Estimated Cost	139,632.30

This price of \$139,632.30 represents two years of service or \$69,816.15 per year of service and can be broken into monthly service payments of \$9,973.74 or four payments of \$17,454.03 during the service year. The service includes a minimum of 3 visits per season year as specified in the bid contract, April thru November at all locations listed in contract. Upper and lower street will be sprayed a minimum of 4 times per season year April - November. All locations will be checked at least once monthly or upon request.

Thank you,
JT Stevens

RESOLUTION ADOPTING THE LANDSCAPING SERVICES PROPOSAL

NOW COMES the Town Council ("Council"), at a duly called public meeting with a quorum established, and hereby adopts this *Resolution Adopting the Landscaping Services Proposal*.

WITNESSETH:

WHEREAS, the Town of Spruce Pine solicited a Request for Proposals ("RFP") for its landscaping services based on a two-year term, April 2024 – November 2025 ("Project");

WHEREAS, the RFP was advertised in the Mitchell News-Journal on March 6 and March 13, 2004 and was advertised on the Town's website;

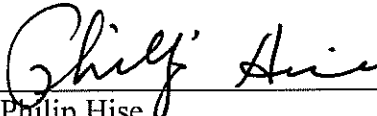
WHEREAS, a copy of the Project's scope of work is attached as Exhibit A; and

WHEREAS, Harding Landscaping and Lawn Maintenance, Inc. ("Harding") submitted its proposal for the RFP, attached as Exhibit B; and Ripple Creek Landscaping Designs LLC ("Ripple Creek") submitted its proposal for the RFP, attached as Exhibit C (collectively "Proposals");

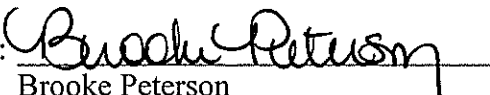
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that: (1) based on the submitted Proposals, Harding Landscaping and lawn maintenance be selected as the company to perform the Project based on its respective proposal; and (2) that the Town Manager be authorized to enter and execute a contract with the selected contractor for the Project.

READ AND APPROVED this 8th day of April 2024.

TOWN OF SPRUCE PINE


Philip Hise

Mayor

Attest: 
Brooke Peterson
Town Clerk



WithersRavenel

Our People. Your Success

March 27, 2024

Darlene Butler, Town Manager
Town of Spruce Pine
11050 S. 226
Spruce Pine, NC 28777

**RE: Proposal for Professional Services
Town of Spruce Pine Downtown Streetscape
Spruce Pine, North Carolina
WithersRavenel Project No. 23-1099**

Dear Ms. Butler,

WithersRavenel, Inc. is pleased to provide this proposal to Town of Spruce Pine for consulting services related to the planning and design of improvements for the Downtown streetscape to include Oak and Locust Avenues from their intersection on the northwest side of downtown to their intersection on the SE side of downtown, including internal streets and alleys within the project area.

We look forward to collaborating with you on this project. Please feel free to contact me with any questions and/or to discuss any aspect of the attached proposal. My contact information is below.

Sincerely,
WithersRavenel

Courtney Landoll, PLA, ASLA
Director of Landscape Architecture, Design & Planning
clandoll@withersravenel.com
Ph. (919) 238-0387





Town of Spruce Pine Spruce Pine, North Carolina Proposal for Professional Services

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Spruce Pine and formalize an agreement for the implementation and logistics for these services.

This proposal is based on the project for the Downtown Corridor in Mitchell County, Spruce Pine, North Carolina. The project area includes Oak and Locust Avenues from their intersection on the northwest side of downtown to their intersection on the SE side of downtown, including internal streets and alleys within the project area. See Exhibit III for a project area map.

Listed below is a summary of several key aspects of the project based on our discussions, preliminary research, and Exhibit III. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

- ▶ The scope of work includes working with Town staff through the process of site analysis, public input and design alternatives to a final design in order to create a detailed Master Plan based on thorough due diligence, site survey and engagement findings. The plans produced will serve as the basis for construction drawings (CD's) and recommendations for the Town's Capital Improvement Plan. If selected, Schematic Design Drawings have also been included for the purpose of being able to generate a more detailed cost estimate.
- ▶ In coordination with Town staff and the community, the goal of the project is to provide recommendations for streetscape improvements including considerations for:
 - Development of living streets and public outdoor spaces
 - Sidewalk and pedestrian improvements
 - On-street and off-street parking
 - Site lighting
 - Site furnishings
 - Grade transitions and ADA access
 - Stormwater drainage
 - Landscape improvements
 - Review of overhead utilities and possible undergrounding or relocation
- ▶ Our scope, as defined in Section C, below will include:
 - Project management and design meetings
 - Site survey, inventory, and analysis
 - A desktop environmental review (if selected)
 - Community and stakeholder engagement via surveys and engagement events
 - Design alternatives, renderings and illustrations
 - Conceptual Master Plan Drawing
 - Preliminary Cost Opinion for budgeting purposes
 - Preliminary coordination with CSX, Duke Energy and NCDOT
 - Schematic Design Plans (if selected)



- ▶ Note: The CSX Railroad runs along the south side of Locust Avenue. Portions of Locust Avenue may be within the CSX right-of-way, which could impact the improvements able to be made to those areas. Additionally, Oak Ave is an NCDOT Street, which could impact improvements made within the right-of-way.
- ▶ Per the kick-off meeting with the Client, utilities are not a concern and a stormwater system, though potentially in need of repair, is in place.

For the purposes of this proposal and any subsequent agreements the following references shall apply:

- ▶ Town of Spruce Pine shall be known as the "Client"; WithersRavenel shall be known as the "Consultant"; The property and overall project shall be known as the "Project"; Spruce Pine shall be known as "Town"; Mitchell County shall be known as "County"; The executed proposal shall be known as the "Agreement".
- ▶ The following agency references also apply: North Carolina Department of Transportation shall be known as "NCDOT"; US Army Corps of Engineers shall be known as "USACE"; North Carolina Department of Environmental Quality shall be known as "NCDEQ".

B. Timeline for Services

Consultant will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

- ▶ Due Diligence: Estimated two (2) Months total.
- ▶ Community & Stakeholder Engagement: Estimated five (5) months total (runs concurrently with Due Diligence and Concept Development).
- ▶ Concept Development and Opinions of Probable Construction Cost: Estimated six (6) months.
- ▶ Schematic Design (if selected): Estimated 3 months additional.

The above estimated timeframe(s) may be impacted by, among other things:

- ▶ Timeliness and accuracy of information provided by the Client, Architect, and other Client consultants.

From the above and factoring in variability in the approval process, we estimate the total project timeframe for the Scope of Services to be eight (8) Months or eleven (11) months if Schematic Design is selected.

If available, opportunities to adjust these estimated timeframes can be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees only if the estimated timeframes change by greater than twenty percent (20%). Changes to the estimated timeframes substantially caused by Consultant shall not result in an adjustment to Consultant fees.

Certain tasks, such as reviews and approvals, are performed by third parties, including governmental agencies, over which neither Client nor Consultant have control or responsibility. As such, neither party is responsible for delays or the resulting cost impacts caused by third parties.

C. Scope of Services

Consultant shall provide the services identified under each task below as its "Basic Services" under the Agreement:

Task 1. Project Management and Coordination

Consultant shall provide coordination and communication efforts for items relating to the Project that are not specifically covered in separate tasks outlined in the scope with specific items shown below:



- ▶ Prep for and attend one face-to-face kick-off meeting with the Client. Meeting attended by two (2) Consultant representatives in person and one representative attending virtually. The project kick-off meeting will address:
 - Project scope and schedule
 - Client expectations
 - Needs, priorities, and opportunities
 - Verification of available project data and documents
 - Public participation plan:
 - Location of meetings and timeframe
 - Engagement surveys
 - Comparable downtowns
 - CSX, Duke Energy and NCDOT contact information
 - Final document formatting and branding needs
 - Walking the site/ground truthing with staff.
 - A meeting summary will be provided following the meeting.
- ▶ Coordinate and attend a total of eight (8) virtual review meetings with the Client. Meetings attended by two (2) Consultant representatives unless otherwise noted. Meeting summaries to be provided following each meeting. Meetings to include:
 - Meeting to review Inventory and Analysis (see Task 2) and public engagement survey questions (see Task 3.1) and meeting materials for Public Meeting #1 and Stakeholder Meeting #1 (see Task 3.2). Meeting attended by *three (3) Consultant Representatives*.
 - Meeting to review Public and Stakeholder Meetings #1 feedback and development of project priorities.
 - Meeting to review Conceptual Design Alternatives (see Task 4.1) for the project and Engagement and Stakeholder Event #2 (see Task 3.2) presentation materials.
 - Meeting to review refined design alternatives and public engagement materials after addressing Client feedback. *Meeting attended by three (3) Consultant Representatives*.
 - Meeting to review Engagement and Stakeholder Event #2 comments.
 - Meeting to review rendered illustrative plan and 3d renderings (see Task 4.2) after addressing final client and public comments prior to initial presentation to the Board of Commissioners; *Meeting attended by three (3) Consultant Representatives*.
 - Meeting to review pricing and final deliverable.
 - Meeting to review Town Council feedback. Meeting attended by one (1) *Consultant team Representative*.
- ▶ Coordinate and attend two (2) virtual review meetings with Emergency Services. Meetings attended by two (2) Consultant representatives. Meeting summaries to be provided following each meeting.
 - Two (2) virtual meetings with Town Emergency Services including Fire, Police, and Public Works to gain input from their specific fields and expertise. First meeting to review general scope and second meeting will be to present design alternatives for feedback.
- ▶ Attend one (1) in-person meeting to present Master Plan. Meeting attended by one (1) Consultant team member.
 - Attend Town Board meeting and assist town staff with presentation of the project to the Board.
- ▶ General Project Management



- Coordination and correspondence with County and other regulatory agencies that are not listed within the other tasks (estimated six (6) hours).
- Client email and phone correspondence outside of meetings (estimated ten (10) hours)
- Manage internal project processes, communication, and resources during the process through due diligence and design as noted in the Scope of Services, assumed to be eight (8) months total.

Task 2. Inventory and Analysis

2.1. Topographic Survey

Consultant will provide a topographic and as built survey of the area bounded by Oak and Locust Avenues from their intersection on the northwest side of downtown to their intersection on the SE side of downtown. The topo will extend to the opposite R/W along each street and encompass an area of 152.5 acres, as outlined in Exhibit III.

- ▶ Horizontal control will be based on NC State Grid, NAD'83(2011);
- ▶ Vertical control will be based on NAVD'88;
- ▶ Locate right-of-way monumentation and property corners as necessary to establish the existing rights-of-way lines within the project area;
- ▶ Adjacent lot lines will be mapped based on current plats of record and corner monumentation located in the field. The boundary for the subject properties will be shown on the topographic mapping as pertaining to property corners found and current plats and deeds of record. This mapping will not be, and should not be construed as a completed boundary survey of the subject properties;
- ▶ Locate all visible and obvious site improvements such as roadways, railways, drives, walkways, signs, parking spaces, roadway markings, buildings, etc.;
- ▶ Locate the finished floor elevations and provide spot elevations at all applicable doorways for each building within the design study area;
- ▶ Storm and Sanitary Sewer will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible;
- ▶ Sub-surface utilities will be located as defined in the SUE Level B task;
- ▶ Conventional survey will be completed using spot grades at approximate 50' intervals and/or LIDAR mapping using UAS (Unmanned Air System). Agreement to this proposal will constitute permission to fly the UAS over the project site and properties;
- ▶ Contours will be mapped at a 1-foot intervals;
- ▶ A minimum of 2 project benchmarks will be set and identified in the mapping;
- ▶ Locate all trees within the topo limits;
- ▶ Mapping will be completed to a scale to be determined by client's engineer and will be delivered as a signed hard copy in PDF format and as a digital CAD file in AutoCAD .dwg format;
- ▶ Not included in the scope:
 - Time and expense for resolution of conflicts of boundary with adjacent properties such as gaps and overlaps and/or conflicts between deeds;
 - Preparation of any recordable or non-recordable boundary, subdivision, recombination, easement, right-of-way or other surveys.

2.2. SUE Level B



Consultant will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities within the proposed project limits. (See Map). All utilities will be designated and marked using the APWA guidelines with marking paint and/or pin flags. A detailed field sketch depicting all utility structures and designated utilities will be provided to the survey crew at the conclusion of the field investigation. WithersRavenel's survey crew will locate all designated utilities and associated structures then import the data into AutoCAD.

2.3. Due Diligence

Consultant will perform the following services as part of this task:

- ▶ Preliminary Zoning and Land Use research:
 - Review available background information for the Town of Spruce Pine including Zoning Ordinance and the Comprehensive Land Use Plan from April 2023 to ensure design work is in keeping with Town requirements and expectations.
 - Review regional Transportation/Thoroughfare Plan guidance documents to identify applicable considerations including NCDOT STIP maps;
- ▶ Site Inventory and Analysis

Consultant will walk the site and the surroundings to develop an understanding of:

 - Topography and hydrology
 - Pedestrian and vehicular connectivity or conflicts
 - Key features of note,
 - Views,
 - City character.
 - Consultant will document the findings of the Site Analysis graphically, to be included as part of the Final Streetscape Master Plan.
- ▶ Preliminary Funding Source Research
 - Identify potential grant sources that can be pursued further as part of a subsequent proposal/grant application(s).

2.4. Environmental Desktop Assessment (Optional)

The Consultant will complete an Environmental Desktop Review of the project area. An Environmental Desktop Review is a limited-scope assessment that does not include a visit by the environmental consultant to the subject property. Due to its limited scope, the desktop report provides an initial screen of a property to determine the potential for environmental liability at the site, such as orphan tanks, contamination from a nearby gas station, or historical property uses. If such a concern is identified, the recommendations will be made to elevate the scope to a more comprehensive report such as the Phase I ESA or move directly to assessment of the suspect areas.

- ▶ Historic Records Research - The historical records search will include a review of historical aerial photos, Sanborn Fire Insurance Maps, and city directories covering the subject property and surrounding area. The historical records review will be conducted to identify the past or current presence of hazardous waste, hazardous material, or petroleum products on the site or for obvious land uses that may involve the storage, distribution or use of these materials on the subject properties.
- ▶ Review of Public Record - This task is intended to identify evidence readily available in the public record of past or present activities on the site or in the immediate vicinity of the site that may have resulted in contamination or deposition of hazardous waste materials or petroleum products. The Consultant will review a government database report of the subject site and surrounding area. Regulatory files will be reviewed to the extent feasible through online



databases. In the event that environmental incidents are discovered for the properties or other sites in close proximity to the properties where environmental assessment activities are determined to be on file with a local regulatory agency, the Consultant will contact the Client for the purposes of requesting a change order to cover the cost to mobilize to the regulatory agency, obtain copies of the reports and summarize the findings of the site relative to their degree to effect the condition and use of the properties to be included in this report.

- ▶ Report Preparation – After completing the review of public records and site reconnaissance, Consultant will issue a written summary memorandum documenting the evaluation. The memorandum will describe any areas of concern and present the findings of the review as they relate to the project. The report will include conclusions, recommendations, and provide an evaluation of the need for further investigation or remedial activities. The memorandum will include a site location map and a site plan showing pertinent site features. Consultant will not distribute the report to any other party without Client's prior written approval.

Task 3. Public Input

3.1. Engagement Surveys

Under this task Consultant will:

- ▶ Work with the Town to identify stakeholders. It is assumed that all communication to stakeholders about public engagement opportunities for the project is to be done by the Town.
- ▶ Engagement Surveys
 - The Consultant will work with the Client to develop two (2) engagement surveys to be administered through an online platform and as printed hard copy during a period determined by the Client.
 - The first survey shall include questions on needs and priorities and ideas for improvements. The second survey will present design alternatives for stakeholder feedback;
 - All questions will be reviewed by the Client before administering the survey.
 - Survey results will be consolidated and analyzed by the Consultant, and the results presented graphically to the Client.
 - Survey's will be provided in both English and Spanish.

3.2. Public Engagement Events

Under this task, Consultant will conduct a total of four workshops/events. This task is built on the assumption that each series of Public Engagement Events and Stakeholder Workshops will be held over a 2-day period to maximize staff presence in the area. During the kick-off meeting, it will be determined which meetings should be attended by the Main Street Board, be it Client, Stakeholder, Public Meetings, or a combination of.

Public Engagement Event #1

- ▶ Facilitate and attend Engagement Event #1 to solicit input on the planning process, the Client's priorities for the plan, and the community's vision. The Engagement Event will seek to accomplish the following:
 - Provide an opportunity for hands-on participation by the public in a Design Workshop/Charette format, including review of maps, sketching of ideas, and weighing alternatives with pros and cons lists;
 - Provide opportunities for citizens to discuss the strengths and weaknesses of the existing streetscape.
 - Present precedent images and material/amenity ideas



- Solicit input for improvement needs and priorities
- Solicit comments on pedestrian and circulation needs, accessibility needs, economic development opportunities, and general ideas for the streetscape
- Develop ideas for an overall vision to guide the development of the streetscape downtown.

Stakeholder Workshop #1

- ▶ Facilitate and attend a separate workshop for Business Owners, Tenants, and key stakeholders including:
 - All the topics covered under Public Engagement Event #1
 - A site walk, if desired to point out key issues, concerns, or opportunities.

Public Engagement Event #2

- ▶ Facilitate and attend Engagement Event #2 to provide a project update and solicit feedback on the work done to date, including:
 - Presentation of the developed vision for the project;
 - Providing a summary of the process to date;
 - Presenting Conceptual Design Alternative plan and sections for feedback and input;
 - Presenting refined precedent images and material/amenity ideas;
 - Answering questions on the plan;
 - Presenting the next steps on the project.

Stakeholder Workshop #2

- ▶ Facilitate and attend a separate workshop for Business Owners, Tenants, and key stakeholders including:
 - All the topics covered under Public Engagement Event #1
 - A site walk, if desired to point out key issues, concerns, or opportunities.

DELIVERABLES:

- ▶ 8.5X11 printout of the engagement survey and an electronic version for Client review.
- ▶ 4 Full-Size plots for each Engagement Event
- ▶ 60 hardcopy packets of large format materials, reduced for meeting participants (120 total packets between the four meetings).
- ▶ Pdf versions of engagement meeting packets to be provided to the Client prior to the events.

Task 4. Master Plan /Site Plan

4.1. Conceptual Design

As part of this task Consultant will provide the following services:

- ▶ Priority Improvement Development
 - After the initial public meeting to establish the vision for the project, Consultant will work with the Client to identify project priorities and potential improvements.
- ▶ Alternative Concept Development
 - Develop up to two conceptual site design alternatives for area within the right-of-way. These alternatives will include options for:
 - Streetscape design guidelines
 - Hardscape materials





- o Landscaping
- o Lane and sidewalk widths
- o Amenities
- o Utility improvements or relocation
- o Stormwater management
- o Accessibility and Crosswalks
- o DELIVERABLES: Includes full-size printouts of each alternative, and a set of reduced 11x17s for each alternative. Conceptual alternatives will also be provided as a pdf electronic version via email prior to any meetings for Town to perform their own printing as well.
- Based on comments received from the Client regarding the alternative concept plans, Consultant will prepare a singular final Downtown Master Plan for review, which will be considered the Draft Final Concept. The Draft Final Concept will be digitally drawn and rendered (see Task 4.2).

4.2. Renderings and Illustrations.

Under this task, Consultant will provide the following services:

▶ Illustrative Plan

- Using feedback gathered from the alternative concept planning effort and public meetings, the preferred alternative will be refined into an illustrative 2D plan to create the Final Conceptual Plan graphic.
- Add color and texture to the plan, plus relevant labels.
- Overlay the rendered plan over an existing aerial image to show the adjacent lots.
- Includes one round of revisions to address client comments.

▶ 3D Renderings

- Upon approval of the preferred alternative, coordinate the selection of up to three (3) views for the development of rendered perspective drawings.
- Submit perspectives to the Client for review.
- Includes one set of revisions to the perspective drawings to address client comments.

4.3. Schematic Design (SD) Drawings (Optional)

Based on feedback and final selection of the preferred concept alternative and illustrative plan, WR will develop a set of Schematic Design Drawings, which includes CAD drafted scaled design drawings intended to illustrate existing conditions, demolition, proposed site improvements, and preliminary engineering design related to grading and utilities. Proposed improvements shown in the SD plan set may include:

- ▶ Vehicle travel lanes and parking
- ▶ Edge of pavement for streets and potential curb realignments
- ▶ Utility improvements and relocations (if necessary)
- ▶ Crosswalk layout at intersections
- ▶ Pedestrian walkways
- ▶ Planting areas including street trees and accent areas
- ▶ Site furnishings and amenities
- ▶ Preliminary grading design (fine grading and spot grades not included)



- ▶ Stormwater improvements including additional inlets (if necessary)
- ▶ Pedestrian-scale lighting

The SD drawings are intended to serve as a guiding set of plans that clearly illustrate the intended design with preliminary materials, furnishings, and details such that more accurate cost estimations can be performed. Future design development plans and construction drawings would be based on these SD plans and are not included in this agreement. Schematic Design Drawings will include the following plan sheets:

- ▶ Cover Sheet
- ▶ Existing Conditions Plan
- ▶ Demolition Plan
- ▶ Site Plan
- ▶ Grading and Drainage Plan
- ▶ Utility Plan
- ▶ Preliminary Landscape Plan
- ▶ Lighting Plan
- ▶ Standard Detail Sheets
- ▶ Submit Schematic Design Plans to the Town for written comments, assumes one round of review and one round of revisions based on comments.
- ▶ Deliver Final Schematic Design drawing set to the Town.
- ▶ DELIVERABLES: Includes 3 copies of full-size 24x36" printouts and provided as a pdf via email.
- ▶ Submittals reflecting design changes requested by the client, owner, or other consultants are subject to additional fees.



Task 5. Budgetary Opinion of Probable Construction Cost

- ▶ At the Conclusion of the Master Plan, Consultant will prepare an Opinion of Probable Construction Costs. The anticipated costs will be based on the design, the consultant's past project experience, and industry standards. The Opinion of Probable Construction Costs will be used to assist the Town with planning for grant and funding opportunities. The cost opinion will be broken out into different street sections for future budgeting/phasing purposes.
- ▶ Includes one estimate and one revision based upon written Client comments.

Task 6. CSX, NCDOT, and Duke Energy Coordination

6.1. CSX Coordination

The Consultant will coordinate with CSX as it relates to potential changes in the existing traffic patterns and streetscape design for roads along CSX right-of-way. The road within the project limits impacted by CSX right-of-way is Locust Ave. This task includes:

- ▶ Coordination calls with CSX representatives, estimated at two (2) meetings, 1 hour each with two (2) WithersRavenel representatives.
- ▶ Distribute the draft Master Plan electronically to CSX with proposed changes to streetscape or parking areas within CSX right-of-way.
- ▶ Refine the plan based on feedback provided by CSX.

6.2. NCDOT Coordination





The Consultant will coordinate with NCDOT as it relates to potential changes in the existing traffic patterns and streetscape design for NCDOT owned roads. The road within the project limits owned and maintained by NCDOT is Oak Avenue. This task includes:

- ▶ Coordination calls with local NCDOT District representatives, estimated at 2 meetings, 1 hour each with two (2) WithersRavenel representatives.
- ▶ Distribute the draft Master Plan electronically to NCDOT with proposed changes to traffic patterns, crosswalks, and streetscape design.
- ▶ Refine the plan based on feedback provided by NCDOT.

6.3. Duke Energy Coordination

The Consultant will coordinate with Duke Energy (the assumed owner of the above ground power lines and poles) within the Project limits to address feasibility and potential to bury and/or relocate overhead utilities in the public right-of-way.

- ▶ Coordination meeting with Duke Energy, estimated at two (2) meetings, 1 hour each with two (2) WithersRavenel representatives.
- ▶ The Consultant will provide and distribute the draft Master Plan electronically to Duke Energy to discern feasibility of burying or relocating certain utilities.
- ▶ Refine the plan based on feedback provided by Duke Energy.

D. Exclusions/Additional Services

Services that are not included in Section C or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

Design Services

- ▶ Off-site improvements;
- ▶ Offsite utility or road improvements;
- ▶ Pump Station design and permitting;
- ▶ Forcemain design and permitting;
- ▶ Reclaim waterline design;
- ▶ LEED certification coordination;
- ▶ Pavement design;
- ▶ Structural/foundation design and certification;
- ▶ Greenway bridge design & permitting;
- ▶ Boardwalk design & permitting;
- ▶ Signal design;
- ▶ Dumpster enclosure details;
- ▶ Grease trap design;
- ▶ On-site water/sewer design;
- ▶ Equipment Selections/Design;
- ▶ Design associated with Amenity Site;
- ▶ Site Lighting is limited to fixture selection; electrical engineering not included;
- ▶ Signage design/layout

Documents/Drawings

- ▶ Schematic Drawings as typically defined in the architectural industry, unless selected as part of scope;
- ▶ Construction Drawings;
- ▶ Technical specifications;
- ▶ Contract documents;
- ▶ Record (As-Built) Plans;

Environmental Services

- ▶ SHPO Historic Resources Assessment;
- ▶ Endangered Species Assessment;
- ▶ Wetland Delineations;
- ▶ USACE Jurisdictional Determination;
- ▶ NCDWR/Local Municipality Buffer Determination;
- ▶ Phase I & II ESA's;

Geomatics Services

- ▶ Annexation Plats;
- ▶ Boundary Surveys;
- ▶ Tree survey/cover report by Registered Forester;
- ▶ Surveys for off-site improvements;



- ▶ Platting services;
- ▶ Plot Plans;
- ▶ ALTA Surveys;
- ▶ GIS mapping services;
- ▶ Construction staking;
- ▶ Building staking;
- ▶ As-built (record drawing) surveys;
- ▶ Easements, Easement/ROW Plats;

Landscape Architecture Services

- ▶ Irrigation design;
- ▶ Hardscape design;
- ▶ Entrance/signage feature design;
- ▶ Water feature and/or pool design;
- ▶ Park improvements;
- ▶ Public art design or commissioning;

Offsite/Specialty

- ▶ Development agreements;
- ▶ Homeowner association documents;
- ▶ Utility allocation agreements;
- ▶ Preparation of electronic file suitable for GPS machine control;
- ▶ Expert witnesses;

Permitting Services

- ▶ Building permits and associated work;
- ▶ Erosion Control permits;
- ▶ Water/Sewer permits;
- ▶ 401/404 permitting;
- ▶ Floodplain Development permit;
- ▶ NCDOT permitting;
- ▶ Sign permitting;

Planning/Studies

- ▶ Land Planning services other than listed above;
- ▶ Entitlement services;
- ▶ Variance and Quasi-Judicial processes;
- ▶ Off-site Sewer Analysis;
- ▶ Traffic Impact Analysis;
- ▶ Signalization Studies;
- ▶ Hydrant flow determination and hydraulic analyses;
- ▶ Existing sewer hydraulic analyses;
- ▶ Town or regulatory approvals;
- ▶ Special & Conditional Use Permits;

Project Management

- ▶ Additional Meetings/Site Visits;
- ▶ Adjacent property owner discussions outside of planned engagement events;
- ▶ Neighborhood meetings outside of planned engagement events
- ▶ Attendance at formal regulatory meetings unless noted above;

Services by Others

- ▶ Geotechnical services;
- ▶ Architectural and MEP services;
- ▶ Structural Services;
- ▶ Arborist/Registered Forester Services;

Services During Construction

- ▶ Engineer's Opinion of Costs;
- ▶ Bidding/negotiation services;
- ▶ Pay application reviews;
- ▶ Change order reviews;
- ▶ Shop Drawing review;
- ▶ RFI's during bidding;
- ▶ Construction administration;
- ▶ Construction management;
- ▶ Dry utility coordination/design;
- ▶ NPDES monitoring/reporting;
- ▶ Loan draw certifications;
- ▶ Bonds and Bond Estimates;
- ▶ Record drawings/as-builts;
- ▶ Engineer Certifications;
- ▶ O&M/SWMP Manuals;

Stormwater Services

- ▶ Stormwater Management Plan;
- ▶ Stormwater Pollution Prevention Plan (SPPP) update or revision;
- ▶ Secondary containment designs;
- ▶ SCM design;
- ▶ Culvert design;
- ▶ Dam inspection, engineering, or analysis;
- ▶ Dam breach analysis;
- ▶ Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- ▶ Soil investigations (such as Seasonal high-water table determinations;
- ▶ Soil Media Mix Testing and Gradation Certification;
- ▶ Downstream impact analysis;
- ▶ Nutrient calculations;
- ▶ Peak flow analysis;
- ▶ SCM conversion.

General

- ▶ All plan submittal, review, or permitting fees;
- ▶ Any work previously provided in other proposals;
- ▶ Any other services not specifically listed within Section C.





E. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

► General:

- Provide representative for communications and decisions;
- Provide in writing, any information as to Client's requirements for design;
- Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- Examine all proposals, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- Attend Town or City meetings as required/needed;
- Provide access to property for Consultant and subconsultants;
- Discussions/negotiations with adjacent landowners;
- Any legal representation requiring an attorney at law.

F. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section C on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this proposal; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Base Fee	Optional Services
Task 1	Project Management and Coordination	\$24,000	
Task 2	Inventory and Analysis		
2.1	Topographic Survey	\$41,500	
2.2	SUE Level B	\$14,000	
2.3	Due Diligence	\$13,000	
2.4	Environmental Desktop Assessment (Optional)		\$3,500
Task 3	Public Input		
3.1	Engagement Surveys	\$4,000	
3.2	Public Engagement Events	\$14,000	
Task 4	Master Plan/Site Plan		
4.1	Conceptual Design	\$24,000	
4.2	Renderings and Illustrations	\$20,000	
4.3	Schematic Design Drawings (Optional)		\$40,000
Task 5	Budgetary Opinion of Probable Cost	\$7,500	

Task 6	CSX, NCDOT, and Duke Energy Preliminary Coordination		
6.1	CSX Coordination	\$2,500	
6.2	NCDOT Coordination	\$2,500	
6.3	Duke Energy Coordination	\$2,500	
Base Total		\$169,500	
Optional Services			\$43,500
Base +Optional Services			\$213,000

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

Expenses	Estimated Expense Budget
Per Diem and Lodging	\$930
Prints	\$500
Mileage	\$1,300
Total	\$2,730

In no event will the Expense Budget exceed \$3,500 unless the are subsequent, agreed upon changes that result in additional expenses approved by the CLIENT.

TOTAL PROJECT COST
BASE + EXPENSES = \$172,230
BASE + OPTIONAL SERVICES + EXPENSES = \$215,730

Invoices will be issued monthly, based on the percentage of completion for each lump sum task, as accomplished during the billing period. Payment is due upon receipt of invoice.

The above fees are based on the estimated timelines noted in Section B. Any adjustments to those timelines may result in additional fees.

Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.

The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this proposal and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

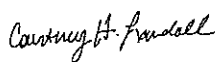


G. Acceptance

This proposal is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this proposal will serve as the written Agreement between WithersRavenel and Town of Spruce Pine. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel

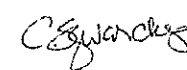
 March 11, 2024

Signature Date
Courtney Landoll, PLA, ASLA
Name
Director of Landscape Architecture
Title

ACCEPTED BY:

Town of Spruce Pine

Signature Date
Darlene Butler
Name
Town Manager
Title

 March 11, 2024

Signature Date
Cindy Szwarczkop, AICP
Name
Practice Leader, Design+Planning
Title

Attachments:

Exhibit I- Standard Terms and Conditions
Exhibit II- Fee & Expense Schedule
Exhibit III- Project Area

Preaudit Statement

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

(Signature of finance officer)



Exhibit I

Standard terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. **Notification of Breach or Default:** The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT.

3. **Standard of Care:** CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

5. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

6. **Change Orders:** In the event that CLIENT requests a change in the Agreement or CONSULTANT's Scope of Services, prior to any work being completed, CONSULTANT shall prepare a written change order detailing the change in the Agreement or Scope of Services and the resulting increase, if any, in CONSULTANT's fee. The change order shall not be effective until executed by an authorized representative for CONSULTANT and CLIENT. CONSULTANT shall not be entitled to a fee adjustment until the written change order is executed by the Parties. The

CLIENT and CONSULTANT shall mutually agree to expedite any Change Order requests and agree on any changes to the schedule.

7. **Opinion of Cost/Cost Estimates:** Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

8. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. **Project Site:** Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

10. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

11. **Survival:** All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

12. **Termination:** Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

13. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be



invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

14. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

15. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

16. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

17. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

18. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

19. Dispute Resolution: Any claim or other dispute arising out of or related to this Agreement shall first be subject to informal, pre-litigation mediation. CONSULTANT and CLIENT shall each be responsible for one-half of the mediator's total fee, unless otherwise agreed to by the Parties. The mediation shall take place in Mitchell County, North Carolina or as mutually agreed by the Parties. If the mediation is unsuccessful, such claim or other dispute may be adjudicated in a court of competent jurisdiction in Mitchell County, North Carolina."

20. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other

contractors, their employees, or agents to perform their work properly or correctly.

21. Hazardous Substances: Only to the extent that CLIENT has such independent knowledge, CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any known hazardous substances or any known condition existing in, on or near the Project Site " presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment, except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site except to the extent that CONSULTANT has negligently caused such pollution or contamination, and only as permitted by law and only as to the extent of application insurance, if any, CLIENT agrees to defend, indemnify. Nothing herein is intended to be a contractual waiver of governmental immunity by CLIENT and CLIENT shall only defend, indemnify and hold harmless CONSULTANT to the extent of applicable insurance coverage, if any.

22. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

23. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

24. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

25. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



Exhibit II

Fee & Expense Schedule

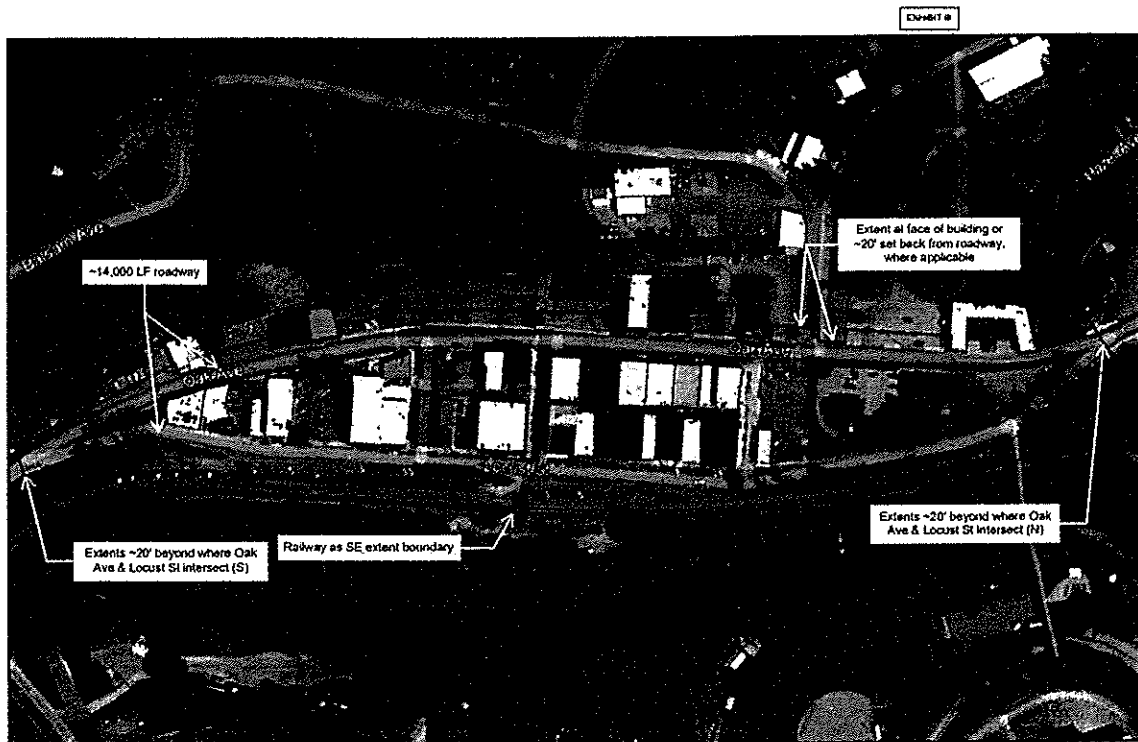
Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400

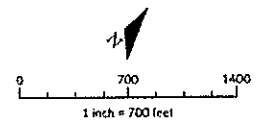



WithersRavenel
Our People. Your Success.



Spruce Pine Downtown Streetscape - Survey Extents Exhibit

Approximate Area: 152.5 acres
Structures: 37
Location: Downtown Spruce Pine, North Carolina 28777
2/09/2024





Mary Beth Petty
157 Rockledge Rd
Spruce Pine, NC
864-913-2223

I am a sincere, loyal and dedicated individual. I have an extensive background that consists of management to industrial and forklift experience. I would like to greatly be a positive addition to your facility. I love to learn and take great pride in the skills and the abilities that I have obtained. I get along well with others while I am also efficient and effective on my own. I am seeking a position that I will be able to continue to grow and make a career out of. My skills are immeasurable and my integrity level is of a high level. I look forward to discussing these with you in the future.




Magna Seating .

April 26,2021 to current
3056 Moore Duncan Hwy
Moore SC

Production line worker. ARO (Absentee Relief operator)
I am able to run any area on the line in case an operator is not at work.
Also a new hire mentor and I have had the appropriate training to train new employees
Good with using hand tools Torque guns and hog ringing guns.

October 5, 2020 to April 24,2021
UPS
RTD Driver Seasonal
4000 Howard St
Spartanburg SC

- Ran routes during peak season times delivering packages
Loaded trucks in the warehouse
Relief driver for air and home delivery also ran bulk routes

September 18, 2011 To March 2012
Wal Mart
25 Northbridge Commons Parkway
Weaverville NC 28787

MOD Team Dept Manager
Processed and set new features and price changes.
Performed mini inventories on product and made sure that they were the correct pricing
Sporting Goods Dept. Manager
Set up Features, Scanned outs for inventory and ordering, Completed price changes
and made sure that all associates in the sporting goods dept. were efficiently trained.

September 2010 to March 2011

A Oak Farms

212 Riverside Court

Greer, SC 29650

Serviced plants on accounts

Maintained watering and trimming

Made sure that they were presentable and healthy

Operated company vehicle

Serviced routes in the Greenville and Spartanburg area

Communicated client request to the home office.

Professional Customer Service Skills

May 2008 to October 2010

Frito Lay

345 Business Pkwy

Greer, SC

Performed Inventories most Saturdays

Obtained data and entered it into the computer

Picked orders for the next day's deliveries

Prepped and loaded trucks

Maintained a high percentage with production averages

Worked in a team setting

Recorded damage production for mark offs

June 2006 to May 2008

Ingles Markets

2901 Hendersonville Rd.

Fletcher, NC 28732

Starbucks Manager

Performed Scheduling and Inventories

Completed weekly Invoices and Billing

Ordered from 4 different vendors weekly

Managed a team of up to 15 baristas

Assisted in the training of new Management and store openings

I was in the process of training for Merchandiser Assistant.

Industrial Experience

Ingles Warehouse

Continental Teves

Loading and unloading dock

Operating sit down and stand up forklifts, electric pallet jacks, and dock stackers.

Experience with loading documents

Assembly experience and production work

High Volume and face paced assembly

Basic machine operation

* Education

Washington College Academy

Jonesboro TN

High School

Mayland Community College

Spruce Pine, NC 28777


GED

Skills

Organized and Dependable

Strive to Achieve Goals

Strong Leadership Qualities



Professional Skills

Very Versatile

Ability to handle high stress with ease and composure

I work well in high energy environments

Self Motivated

I would be very pleased to be a new addition to your business. My abilities are very versatile and strong. I would welcome to opportunity to discuss these in more detail in the near future.

Thank You,

Mary Beth Petty



**RESOLUTION ADOPTING THE WITHERSRAVENEL
DOWNTOWN STREETSCAPE CONTRACT**

NOW COMES the Town Council ("Council"), at a duly called public meeting with a quorum established, and hereby adopts this *Resolution Adopting the WithersRavenel Downtown Streetscape Contract*.

WITNESSETH:

WHEREAS, pursuant to N.C.G.S. § 143-64.31, the Town of Spruce Pine solicited requests for qualifications for the Downtown Streetscape Project ("Project");

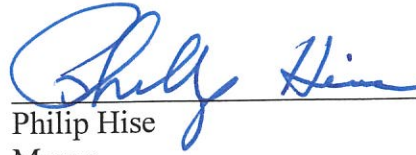
WHEREAS, WithersRavenel ("Contractor") was selected to perform the consulting services related to the planning and design for the Project; and

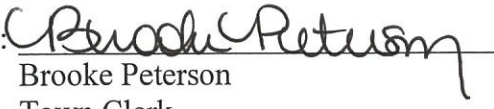
WHEREAS, Contractor presented its proposal for services for the Project ("Proposal"), attached as Exhibit A. The Proposal has been reviewed by the Town Manager and Town Attorney and Contractor has, to their satisfaction, addressed all questions and incorporated all suggested revisions to the Proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL that: (1) the Proposal attached hereto as Exhibit A be approved; and (2) that the Town Manager be authorized to enter and execute the Proposal on behalf of the Council.

READ AND APPROVED this 8th day of April 2024.

TOWN OF SPRUCE PINE


Philip Hise
Mayor

Attest: 
Brooke Peterson
Town Clerk



Town of Spruce Pine, North Carolina

RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO EXECUTE AND RECORD A SUBSTITUTION OF TRUSTEE AND RELEASE DEED FOR LOAN

NOW COMES the Town Council for the Town of Spruce Pine, at a duly called public meeting with a quorum established, and hereby adopts this *Resolution to Authorize the Town Manager to Execute and Record a Substitution of Trustee and Release Deed for Loan*.

WITNESSETH:

WHEREAS, pursuant to the Town's economic development revolving loan program, the Town provided a loan in the form of a Promissory Note secured by a Deed of Trust to the following individuals: Luther M. Stroup and wife Renita Joy Stroup (Promissory Note in the amount of \$35,000.00; Deed of Trust recorded in Book 530 Page 234 of the Mitchell County Registry) ("Obligor");

WHEREAS, as of this date, Obligor's Promissory Note identified herein has been paid in full with applicable interest and Obligor is no longer indebted to the Town pursuant to the said Promissory Note; and

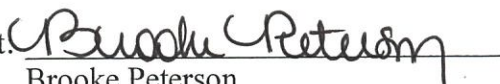
WHEREAS, the Town desires to authorize the Town Manager to execute and record a Substitution of Trustee for the identified Deed of Trust and execute and record a Release as full satisfaction and accord of Obligor's debt to the Town pursuant to the Promissory Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN that the Town Manager is hereby authorized to execute and record a Substitution of Trustee and Release for Obligor's Deed of Trust stated herein.

READ AND APPROVED this 8th day of April 2024.

TOWN OF SPRUCE PINE


Phillip Hise
Mayor

Attest. 
Brooke Peterson
Town Clerk



BY THE (MAYOR/COUNCIL) OF (CITY/TOWN)
A PROCLAMATION for THE NATIONAL DAY OF PRAYER

WHEREAS: Throughout history America has faced trials and triumphs, and Americans have responded in prayer seeking courage and comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling to the Light in times of darkness and spread light to those in need.

WHEREAS: From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, “the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world...” and carried on to present day in Presidential Proclamations such as last year’s invitation to “join him in asking for God’s continued guidance, mercy, and protection.”, and

WHEREAS: A National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as The National Day of Prayer; and

WHEREAS: In every state across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, “Lift Up the Word, Light Up the World,” based on the verses found in 2 Samuel 22:29-31, “For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him.” and

WHEREAS: Unified prayer is mobilized across America every first Thursday of May on the National Day of Prayer as neighbors come together to join their hearts and voices in reading sacred Scriptures and attending services to seek God for the city and country where we live, learn, work, worship, serve, and desire all to thrive; and

WHEREAS: We express our faith and exercise our freedom in prayer, then unite our hearts and voices in personal prayer and public gatherings across America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the faith-filled prayers of His people.

NOW, THEREFORE, I, (NAME OF MAYOR / COUNCIL), (POSITION) of the (CITY/TOWN), by virtue of the authority vested in me by the (CHARTER / GOVERNING DOCUMENTS) and the laws of the United States, do hereby proclaim May 2, 2024, as a National Day of Prayer.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of April, in the year of our Lord two thousand and twenty-three.

Philip Shi
(Mayor / Council)

Brooke Peterson
(Secretary / Other Leader)



SPECIAL EVENT PERMIT APPLICATION

Town of Spruce Pine
P.O. Box 189
11050 S. 226 HWY
Spruce Pine, NC 28777

Please complete and submit this application and all necessary supporting documentation to obtain consideration for a Special Event Permit ("Permit"). Submitting complete and accurate information at the beginning will result in more efficient processing of your request.

GENERAL INFORMATION

EVENT INFORMATION

Event Name: Downtown Worship
Type of Event: ☐ Bicycle/Race ☐ Outdoor Market/Festival ☐ Parade/March ☒ Other: Speaker/Bands
Event Location and Address: 274 Oak Ave, Spruce Pine, Downtown
Event Website: N/A
Event Start Date & Time: 5:30 5/28/24 Event End Date & Time: 8:30 5/28/24
Event Description (detailed description of event and its purpose): 3rd annual Downtown Worship
With guest speaker and Christian bands - food trucks. Positive community
event.
Estimated Attendance: 1,000-2,000

APPLICANT & ORGANIZATION INFORMATION

Applicant's Name: Walton Shepherd
Applicant's Address: 274 Oak Ave, Spruce Pine, NC 28777
Applicant's Phone: 828-400-5146 Applicant's Email: Walton.Shepherd@gmail.com
Business Organization's Name: L&L Furniture Company
Business Organization's Address: 274

Is the Business Organization a 501(c)(3) Nonprofit? ☐ YES ☐ NO

DAY-OF-EVENT CONTACT (if different from Applicant)

Name and Title: _____
Address: _____
Phone: _____ Email: _____

EVENT OPERATIONS

ROAD CLOSURES

Are you requesting any closures for any Town street(s) for your event? ☐ NO ☒ YES.

If "Yes," in the Site Plan, identify all Town street(s) in which you are requested to be closed and the date and time for such closure.

Are you requesting any closures for any State road(s) for your event? ☐ NO ☒ YES.

If "Yes," you are required to get an approved special event request from the North Carolina Department of Transportation ("NCDOT"). You are responsible in contacting NCDOT and securing the special event request. **The Town shall not provide written acknowledge and approval to the NCDOT unless you have an approved Permit.**

An approved NCDOT special event request form is a required condition subsequent to any approved Permit and failure by you in obtaining the NCDOT special event request form will result in your Permit being revoked.

FOOD SERVICES

Does the event involve the sale of food? ☐ NO ☒ YES.

If "Yes," all such food vendors are required to have a temporary food establishment permit as required by the Mitchell County Health Department and any other applicable permit as required by North Carolina law. It is the responsibility of the event organizer and any vendors involved to follow all Occupational Safety Health Administration rules and regulations. Your signature on this Permit indicates your agreement to abide by all OSHA requirements at your event.

To provide a suitable environment for temporary food vendors, event organizers should be aware of the following, but not limited to:

- Whether access to water through a food-grade connection will be needed;
- Whether access to electricity will be needed;
- Inspections must occur prior to any food distribution activities;
- No products will be permitted for distribution in glass containers;
- Permits must be clearly displayed at each vendor booth; and
- Receptacles to collect and dispose of greywater cooking oil and grease will be needed.

All food vending booths must include ground cover to protect lawns, streets, and hardscapes from grease, food waste and spills. Event organizers must be diligent in managing food vending areas to ensure all vending spaces are clear of soot, grease, and debris throughout the event and that all ground surfaces are properly cleaned and inspected at the conclusion of the event. The event organizer is responsible to ensure proper disposal of recycling and garbage throughout the term of the event. Immediately upon conclusion of the event the area must be returned to a clean condition. This must be completed within the permitted hours (set-up through tear-down).

The Town reserves the right to require a non-refundable clean-up deposit.

In the Site Plan, identify all areas where you plan to offer food vendors for the event.

TRASH & RECYCLING

Please describe your waste management staffing plan for the event (i.e., who is responsible for collection trash and litter during your event)?

Mike Brown has helped in past (I'll schedule)

In the Site Plan, identify all areas where you plan to install temporary waste management receptacles.

PARKING

Please describe your parking plan for the event. Note, parking plans may be examined for ADA compliance, and you may be required to provide a transportation shuttle if the event places undue demands on surround parking areas.

Dak Ave (not blocked off) lower street.

In the Site Plan, identify all proposed parking areas.

PORTABLE TOILETS

How many portable toilets will you be providing for the event? 4 - not longer than 4 hours

All public events with attendance of one hundred (100) or more with a duration exceeding four (4) hours are required to provide restroom facilities. Building Code requires a quantity of two toilets for every one hundred (100) people -- one male and one female. Ten percent (10%) of these facilities must be ADA accessible. All portable restrooms must be maintained daily.

In the Site Plan, identify where the portable toilets will be located.

MUSIC/SOUND/PYROTECHNICS

Will there be musical entertainment at your event? ☐ NO ☒ YES

Will there be sound amplification at your event? ☐ NO ☒ YES

Does the event involve pyrotechnics (i.e., fireworks, lasers, etc.)? ☒ NO ☐ YES

TENTS/CANOPIES/INFLATABLES

Will there be tents/canopies/inflatables at your event? ☐ NO ☒ YES

- All tents/canopies/inflatables must be secured and anchored by weight or stake at all corners.
- No tents, canopies, inflatables or structures may be staked into asphalt or concrete surfaces, as well as in some lawn and landscaped areas where electrical and irrigation lines exist.
- No tent/canopy/inflatable may be erected in front of a building used as a place of public assembly, within 15 feet of a structure, food truck or vehicle or fire hydrant, within 90 feet of a bus stop or in any way obstructing any building exit or doorway.
- Tents/canopies/inflatables/structures may not entirely block streets. A minimum of 14 feet clearance width and 13.5 feet overhead height for fire vehicle access must be maintained on all streets.
- At least one UL rated 2A, 10B or 10C fire extinguisher shall be provided for all tents exceeding 500 square feet or any size tent where there is cooking with open flames.

In the Site Plan, identify the locations for tents/canopies/inflatables.

MERCHANDISE SALE AND VENDING

You will need to provide to the Town a complete list of all safety sensitive vendors and contractors who will be participating in the event. Examples of safety-sensitive vendors and contractors include, but are not limited to, inflatable companies, providers of amusements, rides, mobile attractions, operators of unique participatory experiences, equipment contractors, and vendors of all food and beverage items.

Additionally, you are responsible for collecting and submitting insurance certificates for all safety sensitive

vendors and contractors to the Town Manager, in addition to the primary event policy (see Insurance section). The list of vendors/contractors and certificates of insurance must be submitted no later than three (3) weeks prior to the event date.

The list of safety sensitive vendors and contractors and certificates of insurance are a required condition subsequent to any approved Permit and failure by you in obtaining and providing the list and/or the certificates of insurance will result in your Permit being revoked or the third party's inability to participate in the event.

As the event organizer, you are required to adhere to N.C. Gen. Stat. § 66-255.

SITE PLANS

Attach a detailed Site Plan for the event. Site Plans and route maps (for races and walks) must include all information as required herein.

PUBLIC SAFETY

SECURITY

Describe what security you will have for the event.

Karey Cook will have security at event and at closures

Depending on the event and the estimate number of attendees, the Town may require certain level and numbers of security. If it is determined at any time during the event that the event has failed to meet security needs, or if the security needs are inadequate, the Spruce Pine Police Department maintains the right to close any and all components of the event and/or to provide additional police services that will be billed directly to the event at a minimum emergency rate of \$50.00 per hour, 4-hour minimum per officer.

CROWD MANAGERS

All events with over 1,000 persons in attendance at any given time are required to have dedicated crowd managers at the ratio of one crowd manager to every 250 persons.

Dedicated law enforcement and medical personnel hired for the event contribute to the total number of crowd managers. An online training course and certificate is available through the NC Office of State Fire Marshal.

MEDICAL SUPPORT

Events under 2,500 in attendance (or 250 for athletic events in non-fixed locations) will not be required to have on-site medical support personnel available for medical services. For events over this threshold, you will be required to provide medical support personnel, whether paid or volunteer, with the appropriate licensing, certifications and insurance to provide medical services at your event.

INSURANCE REQUIREMENTS

PRIMARY INSURANCE

The event organizer must furnish a general liability insurance policy valid during the dates of all event activity procured from a company licensed to conduct business in North Carolina listing the Town as the Certificate Holder as follows:

Town of Spruce Pine
P.O. Box 189
11050 S. 226 HWY
Spruce Pine, NC 28777

All general liability certificates must also list the Town as an Additional Insured. All policies must protect the Town, its officers, officials, employees and agents from any and all claims for damages to property and/or bodily injury which may result from or in connection with any of the operations carried on by the event. The policy must provide \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

You must provide the certificate of insurance to the Town Manager no later than three weeks prior to the event. The certificate of insurance is a required condition subsequent to any approved Permit and failure by you in obtaining and providing the certificate of insurance will result in your Permit being revoked.

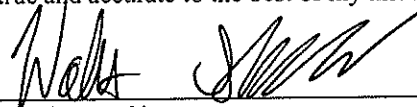
THIRD PARTY INSURANCE

All safety-sensitive vendors and contractors providing goods or services for the event must also adhere to the same requirements as noted in the Primary Insurance section. Examples of safety-sensitive vendors and contractors include, but are not limited to, inflatable companies, providers of amusements, rides, mobile attractions, operators of unique participatory experiences, equipment contractors, and vendors of all food and beverage items.

You must provide the certificates of insurance to the Town Manager no later than three weeks prior to the event. The certificates of insurance are a required condition subsequent to any approved Permit and failure by you in obtaining and providing the certificate of insurance will result in your Permit being revoked or the third party's inability to participate in the event.

AUTHORITY TO FILE APPLICATION

I hereby agreed to conform to all applicable law and ordinances of the Town of Spruce, Mitchell County and the State of State North Carolina and certify that the above information and accompanying documents are complete, true and accurate to the best of my knowledge.


Applicant's Signature
Print: Walton Shepherd

Date: 1-23-24

Completing this application does not entitle you to a Permit. The Town will timely review your application and will solicit additional information if needed. On a case-by-case basis, the Town reserves the right to require conditions in addition to those listed herein. All approved Permits will be issued by the Town Manager. Please be advised that all Permits shall be revoked if the conditions subsequent listed herein (or in any additional requirements) are not met.

TOWN OF SPRUCE PINE

Account No. Format Description	Customer Name	Service Address Work Order #	Entry Date	Is Open ?
001-0003900-12 WATER	LANDURA SPRUCE	36 DEER PARK LOOP C-2 26580	03/14/2024	False
001-0009400-9 WATER	TIM WOODBRIDGE	62 WAGONMASTER #2(NEW#29) 26670	04/02/2024	False
001-0016300-1 WATER	FLOYD STYLES	7394 NINETEEN E HWY 26634	03/25/2024	False
001-0023300-2 WATER	LLOYD L LANE	244 ROCKY HIGH LN 26664	04/01/2024	False
001-0026500-3 WATER	BRENDA RUPARD	185 ALMALANE DR 26645	03/26/2024	False
001-0040811-4 WATER	ERICA LONG	292 FELDSPAR STREET APT B-01 26676	04/02/2024	False
001-0042500-1 WATER	THE QUARTZ CORP	787 ALTAPASS HWY 26576	03/12/2024	False
001-0043200-1 WATER	JERRY L BUCHANAN	331 MICA ST 26575	03/12/2024	False
001-0048600-1 WHITE GOODS	CYNTHIA MARCUS	73 BLUE JAY DR 26665	04/01/2024	False
001-0051600-3 WATER	CRISTINA GUARDIAN HERNANDEZ	7 HICKEY ST 26689	04/04/2024	False
001-0051600-3 WATER	CRISTINA GUARDIAN HERNANDEZ	7 HICKEY ST 26690	04/04/2024	False
001-0052900-1 Sewer	LAWRENCE AND CAROLYN GLENN	556 ALTAPASS HWY 26615	03/20/2024	False
001-0057700-5 BRUSH	JOHNNY PETERS	651 OVERLOOK DR APT D 26589	03/15/2024	False
001-0058200-3 WATER	AMELIA ROONEY	655 OVERLOOK DR APT C 26642	03/26/2024	False
001-0061100-1 BRUSH	VERA PITMAN	375 WALNUT AVE 26596	03/18/2024	False
001-0069900-1 WATER	CARL BAKER	138 AMETHYST ST 26586	03/15/2024	False
001-0069900-2 WATER	MOIRA HUTCHINGS	138 AMETHYST ST 26602	03/19/2024	False
001-0070100-1 BRUSH	BROWN BURLESON	214 PINE AVE 26667	04/01/2024	False
001-0070100-1 BRUSH	BROWN BURLESON	214 PINE AVE 26684	04/03/2024	False
001-0071900-1 BRUSH	DONNA AND TIM KEARNS	215 PINE AVE 26581	03/14/2024	False
001-0071900-1 LEAVES	DONNA AND TIM KEARNS	215 PINE AVE 26582	03/14/2024	False
001-0073600-4	KATHERINE J BLOSSOM	35 AMETHYST ST		

TOWN OF SPRUCE PINE

Account No. Format Description	Customer Name	Service Address Work Order #	Entry Date	Is Open ?
WATER		26697	04/08/2024	False
001-0074100-1 BRUSH	JOSEPH PREWITT	105 HAZEL AVE 26618	03/21/2024	False
001-0096500-3 WATER	NIVEN PROPERTIES INC.	169 LOCUST ST 26674	04/02/2024	False
001-0096800-1 WATER	EL RANCHERO	203 LOCUST ST 26641	03/26/2024	False
001-0104200-1 WATER	LAKEVIEW MERCANTILE AND GARDENS	665 OAK AVE 26640	03/26/2024	False
001-0105000-2 WATER	DUSTIN STATON	865 OAK AVE 26608	03/19/2024	False
001-0105600-2 WATER	BOB DOSTERS BACKSTREET STUDIO	962 OAK AVE 26579	03/14/2024	False
001-0109300-2 OTHER	JOHNNIE F SMITH	153 RESERVOIR RD 26628	03/22/2024	False
001-0109400-1 Sewer	RACHEL WHEELER	220 RESERVOIR RD 26611	03/20/2024	False
001-0110800-1 BRUSH	ROGER PENDLEY	116 SUMMER HILL LN 26601	03/19/2024	False
001-0110800-1 BRUSH	ROGER PENDLEY	116 SUMMER HILL LN 26627	03/22/2024	False
001-0110900-1 BRUSH	EDWARD EGGERS	162 SUMMER HILL LN 26661	04/01/2024	False
001-0110900-1 LEAVES	EDWARD EGGERS	162 SUMMER HILL LN 26662	04/01/2024	False
001-0110900-1 BRUSH	EDWARD EGGERS	162 SUMMER HILL LN 26630	03/22/2024	False
001-0111400-1 BRUSH	MARY JO LOMINAC	48 CLEARWATER LN 26685	04/03/2024	False
001-0115600-1 BRUSH	BEAVER CREEK BAPTIST CHURCH	711 BEAVER CREEK RD 26603	03/19/2024	False
001-0120300-2 WATER	KELLY GUNTER	1267 BEAVER CREEK RD 26687	04/04/2024	False
001-0121300-5 WATER	REGINA BURLESON	1571 BEAVER CREEK RD 26688	04/04/2024	False
002-0001300-2 LEAVES	LYNDSAY EDWARDS	48 HILLCREST CIR 26599	03/19/2024	False
002-0001300-2 BRUSH	LYNDSAY EDWARDS	48 HILLCREST CIR 26600	03/19/2024	False
002-0005000-5 WATER	HAROLD L DORSEY	383 ENGLISH RD 26622	03/21/2024	False
002-0005500-2	NATHAN AUSTIN	571 ENGLISH RD		

TOWN OF SPRUCE PINE

Account No. Format Description	Customer Name	Service Address Work Order #	Entry Date	Is Open ?
LEAVES		26583	03/14/2024	False
002-0009800-2 WATER	REBECCA SPEAR	291 CREED PITTMAN RD 26578	03/13/2024	False
002-0010400-1 WHITE GOODS	MICHAEL NUTTER	200 CREED PITTMAN RD 26637	03/26/2024	False
002-0010600-1 WHITE GOODS	CAROLYN STEWART	142 CREED PITTMAN RD 26673	04/02/2024	False
002-0015600-1 WATER	LINDA OUZTS	984 DEER PARK LAKE RD 26668	04/01/2024	False
002-0019100-2 WATER	REBECCA BRITTON	149 BAILEY ST 26625	03/21/2024	False
002-0021200-3 WATER	RHONDA PEEK	1052 GREENWOOD RD 26649	03/27/2024	False
002-0026700-1 Sewer	LORETTA SMITH RUNION	288 SMITH RD 26587	03/15/2024	False
002-0029100-2 WATER	ROBERT A POWELL	107 BELL ST 26605	03/19/2024	False
002-0030600-1 BRUSH	BRENDA TRIVETTE	188 TAPPAN ST 26663	04/01/2024	False
002-0034300-4 BRUSH	ANDREW BRANUM	133 HIGHLAND AVE EXT 26686	04/03/2024	False
002-0035600-7 WATER	MARIA IABEL HERRERA	17 HIGHLAND AVE EXT 26624	03/21/2024	False
002-0036100-1 BRUSH	MARK STEWART	74 ENGLISH ST 26632	03/25/2024	False
002-0036200-10 WATER	MITCHELL HORNEY	80 ENGLISH ST 26606	03/19/2024	False
002-0036200-10 WATER	MITCHELL HORNEY	80 ENGLISH ST 26613	03/20/2024	False
002-0038100-2 WATER	ARIANA TEHANDON	32 FAIRY AVE 26593	03/15/2024	False
002-0038100-2 WATER	ARIANA TEHANDON	32 FAIRY AVE 26604	03/19/2024	False
002-0038900-1 WATER	IGLESIA PRINCIPE DE PAZ	424 SUMMIT AVE 26614	03/20/2024	False
002-0049100-3 OTHER	TOWN OF SPRUCE PINE	11050 SOUTH TWO TWENTY SIX HWY 26682	04/03/2024	False
002-0050900-3 WATER	DIANE LEDFORD	11 ELLIS ST 26659	04/01/2024	False
002-0050900-3 WATER	DIANE LEDFORD	11 ELLIS ST 26644	03/26/2024	False
002-0064500-4 WATER	ANGIE HEFNER	353 FAIRWAY LN APT D 26656	03/28/2024	False
002-0074700-2	M GEORGE	173 ROCK LEDGE RD		

TOWN OF SPRUCE PINE

Account No. Format Description	Customer Name	Service Address Work Order #	Entry Date	Is Open ?
WATER		26699	04/08/2024	False
002-0093900-4	SPRUCE PINE CHEVROLET	11891 SOUTH TWO TWENTY SIX HWY		
WATER		26598	03/19/2024	False
002-0094700-2	DIYA HOSPITALITY LLC	11827 SOUTH TWO TWENTY SIX HWY		
WATER		26691	04/04/2024	False
002-0094800-2	DIYA HOSPITALITY LLC	11827 SOUTH TWO TWENTY SIX HWY		
WATER		26693	04/04/2024	False
002-0095500-2	JOSEPH AND NICHOLE FALCO	323 CARTERS RIDGE RD		
WATER		26584	03/14/2024	False
002-0104600-1	BUCK STOVE	200 ETHAN ALLEN DR		
WATER		26679	04/03/2024	False
002-0104700-2	FERNANDO FLORES	131 TURTLE RIDGE LANE		
WATER		26680	04/03/2024	False
003-0079400-2	ALLAZA HOLDINGS, LLC	64 PHILLIPS LN		
WATER		26675	04/02/2024	False
003-0080000-1	RICHARD HONEYCUTT	142 PHILLIPS LN		
Sewer		26669	04/02/2024	False
003-0082400-5	PANDORA PASS	216 SUNNYBROOK DR		
BRUSH		26677	04/03/2024	False
003-0082500-3	BOB HENSON	268 SUNNYBROOK DR		
WATER		26591	03/15/2024	False
003-0083200-7	SARA BANE	367 SUNNYBROOK DR		
Sewer		26671	04/02/2024	False
003-0086800-1	SULLINS BRANCH BAPTIST CHURCH	208 SULLINS BRANCH RD		
WATER		26617	03/21/2024	False
003-0086800-1	SULLINS BRANCH BAPTIST CHURCH	208 SULLINS BRANCH RD		
WATER		26620	03/21/2024	False
003-0090500-6	EMILY BUCHANAN	209 SHANNON DR		
WATER		26631	03/25/2024	False
GENERIC		62 WAGONMASTER #2(NEW#29)		
WATER		26639	03/26/2024	False
GENERIC		139 ROAN RD		
WATER		26638	03/26/2024	False
Total Closed Work Orders:		81		

TOWN OF SPRUCE PINE

Account No. Format Description	Customer Name	Service Address Work Order # Entry Date	Is Open ?
001-0003100-1	LANDURA SPRUCE PINE ,LLC DBA DEERPARK APARTMENTS	18 DEER PARK LOOP	
WATER		26369 01/29/2024	True
001-0013400-1	RICHARD GUNTER	152 COTTAGE GARDEN LN	
WATER		26696 04/08/2024	True
001-0054000-2	STANLEY BUCHANAN	481 ALTAPASS HWY	
WATER		26363 01/26/2024	True
001-0057100-1	MIKE HUGHES	124 WOODLAND RD	
Street		26564 03/08/2024	True
001-0059750-1	EAST CAROLINA UNIVERSITY CAMPUS OPERATIONS	179 HOSPITAL DR	
WATER		25745 09/25/2023	True
001-0077100-1	WHEELER PENDLEY	44 FORTNER DR	
Street		26619 03/21/2024	True
001-0097700-2	FOXFIRE REAL ESTATE LLC	286 OAK AVE	
Sewer		26290 01/09/2024	True
001-0105400-4	ESTHELA DE PAZ	51 POPLAR DR	
WATER		26571 03/11/2024	True
001-0112700-1	ROGER HUGHES	124 PENDLEY RD	
WATER		26695 04/05/2024	True
001-0122100-1	LINDA ILBERTON	378 BEAVER CREEK RD	
Street		26471 02/16/2024	True
002-0005500-2	NATHAN AUSTIN	571 ENGLISH RD	
Street		26537 03/04/2024	True
002-0010600-1	CAROLYN STEWART	142 CREED PITTMAN RD	
BRUSH		26672 04/02/2024	True
002-0022500-1	GREG HENLINE	106 HARRIS ST	
LEAVES		26655 03/28/2024	True
002-0034400-1	JIMMY SPARKS	267 HILLTOP LN	
WATER		26411 02/05/2024	True
002-0034500-1	JONATHAN BILLER	161 HIGHLAND AVE EXT	
Street		26585 03/15/2024	True
002-0035600-7	MARIA IABEL HERRERA	17 HIGHLAND AVE EXT	
WATER		26623 03/21/2024	True
002-0037400-1	HOBART BURLESON	162 SUMMIT AVE	
Street		26650 03/27/2024	True
002-0044200-1	KAYE WEBB	502 VALLEY RD	
BRUSH		26652 03/28/2024	True
002-0073600-2	JO ELLEN INMAN-PUCKETT	31 SWISS PINE CT	
WATER		26335 01/19/2024	True
002-0081900-1	GRASSY CREEK HARDWARE	12398 SOUTH TWO TWENTY SIX HWY	
WATER		26547 03/05/2024	True
003-0089800-1	MARY WISEMAN	105 SHANNON DR	
Street		26647 03/27/2024	True

4/8/2024

Customer Work Orders Listing

Page 2 Of 2

TOWN OF SPRUCE PINE

Account No.	Customer Name	Service Address		
Format Description		Work Order #	Entry Date	Is Open ?
003-0123450-1	WATER WORX CAR WASH	6573 HWY 226 SOUTH		
OTHER		25952	10/31/2023	True
Total Open Work Orders:		22		



Dear Council Members,

I'm pleased to present the latest developments and initiatives from Spruce Pine Main Street. As we finish the first quarter of 2024, we've been actively engaged in several key projects aimed at enhancing our community and fostering economic growth. Here's a breakdown of our recent activities:


Fire on the Mountain

- We are only 2 weeks away from Fire on the Mountain
- We will be posting a volunteer sign-up on our Facebook if anyone is interested
- We have 12 new vendors joining us this year, including a new food truck option
- Currently running Facebook and Google ads to promote the event

Logo and Branding Rebrand:

- Received the second draft of logos for consideration by the Main Street board and rebrand committee.
- Currently in the process of selecting the final logo design, which will be followed by choosing color schemes and fonts.
- Anticipating finalization of the logo and design by April 19th.

Website Redesign:

- 
- The website redesign has commenced, with some noticeable changes already made.
 - Major updates and adjustments will be implemented after finalizing logo colorways and fonts.
 - Still expecting the website to launch just ahead of the Fire on the Mountain Blacksmith Festival.

Collaborative Efforts:

- Tentative MOA with the Spruce Pine Potters Market to establish a collaboration with them to help promote their event and our downtown businesses and amenities.

Event Planning:

- Finalizing the event calendar pending information from a couple of partners.
- Spruce Pine Third Thursday features local makers and growers, live music, and a beer garden fundraiser. Duke Energy is sponsoring the events, with meetings with other potential sponsors ongoing.


Conferences:

- Attended the North Carolina Main Street conference in Goldsboro and then the Visit North Carolina conference in Greenville alongside Kelly Jones, TDA Director.

Upcoming Events:

- Spring Cleanup is Saturday, April 13th
- Fire on the Mountain is Saturday, April 27th
- Traditional Arts Program For Students Concert is May 11th
- The first Third Thursday event is on May 16th

I extend my gratitude to each of you for your continued dedication and support.



Thank you,
Spencer Bost



Parks and Recreation Department

Office (828)765-3012

Cell (828) 385-2179

Town of Spruce Pine Board Meeting

March 11th, 2024

General Park Maintenance

- Morning and Night check list completed each day
- Trash pick-up in town
- Blowing leaves, clean up pine cones and falling limbs
- Mowing /Weed eating all parks

Brad Ragan Park

- New signs have been installed
- Removed all shrubs in the big flower bed by pool entrance and fixed water run off
- Water leak fixed at restrooms
- Hiking/biking trail is coming along good almost done behind the baseball field
- Rec baseball is being to start

Riverside Park

- Had broken window replaced in the mens restroom
- Painted over the graffiti in the new mens and womens restroom
- Looked through all the playgrounds for any sharp objects(razors,needles, metal,etc..)
- Had a story trail board welded that was broken off

Shelter Reservations

- Started taking shelter reservations on Monday April the 1st

Pool

- Pool pumps/motors installed

- Taking pool reservations
- New hoist system has been installed
- Been in contact with fence company to fix the gate for the baby pool

Town

- N/A

Other Business

- Stroup road park
 - Post in place for hammocks
 - Cut down trees and pulled vines out of trees
 - Rock work being done for drainage and steps to fishing landing

Mitchell County Central Communications
117 Long View Drive Bakersville , NC 28705

CFS By Department - Select Department By Date

For Spruce Pine Police Department 03/01/2024 00:00 - 04/08/2024 23:59

Spruce Pine Police Department	Count	Percent
911 ACCIDENTAL DIAL	1	0.23%
911 INCOMPLETE	4	0.92%
ADMINISTRATIVE - LAW	7	1.61%
ALARM- FIRE	3	0.69%
ALARM- MEDICAL	1	0.23%
ALARMS- LAW	13	2.98%
ANIMAL BITES/ATTACKS	1	0.23%
ANIMAL- LAW	4	0.92%
ASSAULT/SEXUAL ASSAULT	3	0.69%
ASSIST OTHER AGENCY - LAW	1	0.23%
ATTEMPT TO LOCATE	5	1.15%
BURGLARY/HOME INVASION	2	0.46%
CARELESS/RECKLESS	17	3.90%
CITIZEN ASSIST	1	0.23%
COMMITMENT	1	0.23%
COURT	1	0.23%
DAMAGE/VANDALISM/MISCHIEF	3	0.69%
DISABLED MOTORIST	6	1.38%
DISPATCH HANDLED COMPLAINT	1	0.23%
DISTURBANCE/NUISANCE	4	0.92%
DOMESTIC VIOLENCE	5	1.15%
DRUGS	1	0.23%
DUI / DWI / INTOXICATED DRIVER	2	0.46%
ESCORT	8	1.83%
FALL	1	0.23%
GENERIC (LAW)	13	2.98%
GENERIC LAW	9	2.06%
INTOXICATED- PEDESTRIAN	1	0.23%
INVESTIGATIONS	5	1.15%
MISSING/RUNAWAY/FOUND PERSON	1	0.23%
ODOR- STRANGE/UNKNOWN	1	0.23%
OPEN DOOR	1	0.23%
OUTSIDE FIRE	1	0.23%
OVERDOSE/POISONING (INGESTION)	1	0.23%
PATROL	26	5.96%
PRISONER TRANSPORT	1	0.23%
Probation	2	0.46%
PUBLIC SERVICE	3	0.69%
ROAD HAZARD	2	0.46%
STRANDED MOTORIST	2	0.46%
STRUCTURE FIRE	1	0.23%
SUICIDAL PERSON/ATTEMPTED SUICIDE	1	0.23%

Spruce Pine Police Department	Count	Percent
SUSPICIOUS PERSON/VEHICLE	23	5.28%
TAG/DMV REQUEST	70	16.06%
THEFT- LARCENY	14	3.21%
TRAFFIC CRASH - LAW	8	1.83%
TRAFFIC STOP	122	27.98%
TRAFFIC TRANSPORTATION INCIDENT - LAW	5	1.15%
TRAFFIC VIOLATION/COMPLAINT/HAZARD	1	0.23%
TRAFFIC/TRANSPORTATION INCIDENT - MEDICAL	5	1.15%
TRAINING	1	0.23%
TRESPASSING/UNWANTED	1	0.23%
UNCONSCIOUS/FAINTING	3	0.69%
WARRANT / CIVIL	4	0.92%
WEAPONS / FIREARMS	2	0.46%
WELFARE CHECK	10	2.29%
Total Records For Spruce Pine Police Department	436	Group/Total 100.00%
Total Records	436	

**Onpoint K9 Academy**

March 30 at 10:39AM · 🌐

Our 11th annual OPK9 seminar, competition and certification was a huge success, over 30 teams competed in various Patrol and Narcotic scenarios all over Allen and Warren County this week. Special thanks to all our Decoy's, Instructors and Handlers for a job well done!

Top Overall

Derek Bowles Storm

Hard Dog Fast Dog

Jacob Stephens Ripp

Gene England Allegiance Award

Trace Sims

Rookie of the year

Austin Jefferson Rambo

Patrol

1st Aj Ajax

2nd Greg Cannon Siri

3rd Troy Cochran Kilo

Narcotics

1st Gil Marksberry Kai

2nd Trevor Thompson Morgan

3rd Jonathan Grindstaf Jackie Chan

Single Purpose

1st Kelly Johnson

2nd Daren Holmes Drago

3rd Teddy Melton Leroy

Randy Hare Detection Scramble

1st Austin Jefferson Rambo

2nd Greg Cannon Siri

3rd Trent Smith Colt

Special thanks to Horton's Quality K9 Equipment LLC for being our exclusive K9 equipment vendor, Sydney Stratton for the pictures, and Diamond and Christina Hansel for coming back and sharing their knowledge with all of us! Griddles Grub & Pub for catering food for the event all week, Terry Scott for the trophies and Michael Taylor for cooking out for the awards banquet Thursday night.

Decoys

Mark Boggs

Trace Sims

Stefan Nadzam

Jake Stoner

Steven Heuston

Chon Tillman

Andrew Rowland

Town of Spruce Pine Financials
Ending March 31st, 2024
3rd Quarter
FY 2023-2024



2023-2024 Budget Figures				
		2023-2024	Y-T-D March 31st.	
		Budget	2024	Percent
General Fund Revenue				
Levied Taxes and Penalties		\$1,532,500	\$1,551,026	101.2%
Local Sales Tax		\$750,000	\$597,159	79.6%
Franchise Taxes		\$285,000	\$214,893	75.4%
Powell Bill		\$80,000	\$96,716	120.9%
Interest Earned		\$201,245	\$148,258	73.7%
Recreation Park Revenue		\$26,000	\$16,726	64.3%
Revolving Loan Repayments		\$7,500	\$6,059	80.8%
Misc Income		\$140,015	\$84,283	60.2%
Grants		\$0	\$1,995	
Fund Balance Appropriated		\$0	\$0	
General Fund Revenue		\$3,022,260	\$2,721,249	90.0%
General Fund Expenditures				
Governing Body		\$23,135	\$15,671	67.7%
Total Administration & Finance		\$278,049	\$203,662	73.2%
Cost of Elections		\$3,200	\$3,153	0.0%
Tax Collections Fees		\$5,250	\$3,431	65.4%
Economics		\$164,150	\$42,053	25.6%
Total Public Building & Facilities		\$120,028	\$102,596	85.5%
Fire Department		\$171,500	\$143,399	83.6%
Building Inspections		\$31,350	\$13,204	42.1%
Police Department		\$1,161,949	\$808,140	69.6%
Public Works		\$210,014	\$99,421	47.3%
Powell Bill		\$227,535	\$207,153	91.0%
Sanitation		\$92,450	\$61,060	66.0%
Parks & Recreation		\$297,502	\$193,328	65.0%
Library		\$140,439	\$111,901	79.7%
Trac Grant		\$5,000	\$5,000	100.0%
Cemetery		\$22,350	\$11,280	50.5%
Contingency		\$68,359		
Total General Fund Expenditures		\$3,022,260	\$2,024,453	67.0%
Excess (deficiency) of revenue over Expenditures		\$0	\$696,797	

Town of Spruce Pine Financials
Ending March 31st, 2024
3rd Quarter
FY 2023-2024



		<u>2023-2024</u>	<u>Y-T-D March 31st.</u>		
		<u>Budget</u>	<u>2024</u>	<u>Percent</u>	
<u>2023-2024 Budget Figures</u>					
<u>Water & Sewer Fund</u>					
Charges for Water		\$1,753,000	\$1,497,629	85%	
Charges for Sewer		\$1,187,000	\$993,446	84%	
Water & Sewer Taps		\$6,000	\$6,588	110%	
Water & Sewer Interest		\$15,000	\$4,091	27%	
Misc Revenues		\$101,500	\$82,282	81%	
Retained Earnings Appropriated		\$0	\$0	0%	
Water & Sewer Revenue		\$3,062,500	\$2,584,035	84%	
<u>Water & Sewer Expenditures</u>					
Water & Sewer Debt		\$62,364	\$62,363	100%	
Water & Sewer Administration		\$1,302,928	\$906,740	70%	
Water Expense		\$947,787	\$741,853	78%	
Sewer Expense		\$644,108	\$418,981	65%	
Contingency		\$105,313			
Water & Sewer Expenditures		\$3,062,500	\$2,129,937	70%	
<i>Excess (deficiency) of revenue over Expenditures</i>		\$0	\$454,098		

Town of Spruce Pine
Analysis of Current Year Tax Levy
03/31/24
excluding vehicle taxes

	Property Valuation	Town-wide Rate	Amount of Levy
Original levy:			
Real property	56,303,670	\$0.46	
Building property	261,475,900		
Personal property	64,964,319		
Public service companies	16,347,676		
Penalties			
Exemptions	82,860,185		
	<u>316,231,380</u>		<u>1,454,664.35</u>
Discoveries:			
Current year taxes	122,789		564.83
<i>Rounding</i>			
Prior year taxes	389,874		1,884.59
	<u>512,663</u>		<u>2,449.42</u>
Abatements			
Min Bill	32,704		150.44
Rounding			0.07
Releases (Curr)	4,559		20.97
Releases (Prior)			
Total property valuation	<u>316,321,465</u>		
Net levy			<u>1,455,057.84</u>
Uncollected taxes at			<u>41,354.01</u>
Current year's taxes collected			<u>1,413,703.83</u>
Current levy collection percentage			<u>97.2%</u>

MONTHLY REPORT
OF THE
WATER AND WASTEWATER FACILITIES
SPRUCE PINE, NORTH CAROLINA



PREPARED
FOR THE
TOWN OF SPRUCE PINE
March 2024



MARCH 2024 MONTHLY REPORT

SPRUCE PINE WATER/WASTE PLANTS

OPERATED BY VEOLIA NORTH AMERICA

WATER SYSTEM

The water plant, pump stations, and both wells operated in full compliance with all State and Federal rules for the month. The Water Plant collected six (6) bacteriological samples from the distribution system and all were good.

3/1/24 We installed a new chlorine feed head at the water plant.

3/4/24 Turned in all consumer confidence report data. It is now published online.

3/6/24 Gerald Glenn turned down the power to well #2 to reduce air in the system. 140 GPM.

3/8/24 Met with Green Mountain Fencing for quote on fence repair at Carters Ridge sewer pump station and North Toe River water pump station. Gave them PO#.

3/8/24 Got back a spare Summit water pump from SW Services.

3/12/24 Tommy Yelton passed his A Surface exam. This is the highest level of certification awarded by the state. We are very proud of him.

3/22/24 Checked the Beaver Creek reservoir. It is full and in great shape.

All and all, it was a very good month at the water plant.

CAPITAL PROJECTS

- All capital projects on the water side have been completed.

PRODUCTION

	PRODUCTION MG	AVG GAL/DAY PRODUCTION MG	GALLONS USED TO BACKWASH FILTERS
Water Plant	35.0	1.12	620000
Wells	7.0		

	WATER TURBIDITY
Raw NTU	1.3
Finished NTU	.03
Fed. Limit	.3

EFFLUENT CHLORINE RESIDUAL
1.52

Veolia North America, 95 Clearwater Lane, Spruce Pine NC 28777

Tel. +1 828 765 3011

Fax +1 828 765 3013

www.veolianorthamerica.com



WASTEWATER

The wastewater plant and lift stations operated in full compliance with all State and Federal rules and regulations for the month. We sent 4 loads of solids to the landfill.

3/27/24 Met with SW Services concerning maintenance pump station upgrade. This is the last thing on last year's budget.

All and all, it was a very good month at the waste plant. Everything ran great.

CAPITAL PROJECTS

All capital projects are complete except for maintenance pump station upgrade.

ANALYSES

	INF AVG MG/L	EFF AVG MG/L	% REMOVAL
BOD	235.9	2.02	98%
TSS	227.1	3.2	98%

OTHER CONSIDERATIONS

We changed locations for our septic haulers to dump and it seems to be helping our problems at the carters ridge lift station.

Respectfully Submitted,

Donnie Staton
Project Manager
Veolia North America

Veolia North America, 95 Clearwater Lane, Spruce Pine NC 28777
Tel. +1 828 765 3011
Fax +1 828 765 3013

www.veolianorthamerica.com

**Public Hearing Minutes
Spruce Pine Town Council
Monday, April 8, 2024**

A public hearing of the Town Council was held on April 8, 2024. Present were Mayor Phillip Hise and Council Members Wayne Peight, Jackie Rensink, Rocky Buchanan, and Larry McKinney. Staff in attendance included Darlene Butler, Brooke Peterson, Michael Wood, Kasey Cook, Spencer Bost. Others attended, including Chad Donnahoo, Donnie Staton, and Kelly Jones.

PUBLIC HEARING

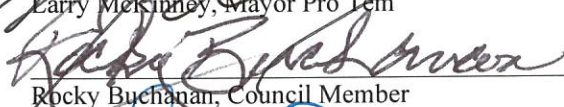
Mayor Hise opened a public hearing to solicit and receive public comment regarding a zoning change request for The Mitchell House at 13681 226 S HWY (Parcel ID #0798-00-67-6269 and 0798-00-67-5063) to be rezoned from R-3 (High-Density Residential) to M-1 (Medical Arts). Town Manager Darlene Butler noted that the change was considered and recommended by the Planning and Zoning Board on February 20th. The public hearing was duly advertised and adjoining property owners were notified. No objections have been received.

With no further comment, Phillip Hise closed the public hearing.

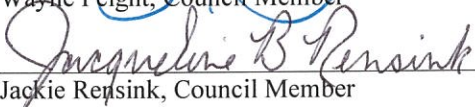

Brooke Peterson Town Clerk


Phillip Hise, Mayor


Larry McKinney, Mayor Pro Tem


Rocky Buchanan, Council Member


Wayne Peight, Council Member


Jackie Rensink, Council Member

**Public Hearing Minutes
Spruce Pine Town Council
Monday, April 8, 2024**

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PUBLIC HEARING

Mayor Hise opened a public hearing to solicit and receive public comment regarding a zoning change request for The Greens at 218 Laurel Creek Court (Parcel ID #0789-07-58-2579) to be rezoned from R-3 (High-Density Residential) to M-1 (Medical Arts). Town Manager Darlene Butler noted that the change was considered and recommended by the Planning and Zoning Board on February 20th. The public hearing was duly advertised and adjoining property owners were notified. No objections have been received.


With no further comment, Phillip Hise closed the public hearing.



Brooke Peterson Town Clerk



Phillip Hise, Mayor



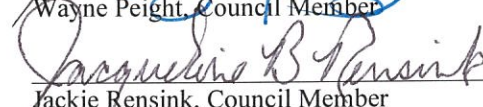
Larry McKinney, Mayor Pro Tem



Rocky Buchanan, Council Member



Wayne Peight, Council Member



Jackie Rensink, Council Member