



Spruce Pine Town Council Meeting  
Town Hall  
11050 S. Highway 226  
Spruce Pine, NC 28777  
**Monday, October 27, 2025**  
**5:30 PM**



**AGENDA**

**I. CALL TO ORDER – MAYOR PHILLIP HISE:**

- A. Roll Call
- B. Notification and Posting of the Agenda
- C. Pledge of Allegiance (Mayor Hise)
- D. Invocation (Councilman Buchanan)
- E. Approval of Minutes (October 13, Regular & Closed Session)

**II. PUBLIC COMMENT**

Public comments are limited to 3 minutes. This time is provided to share general thoughts with the Town Council. Individuals who desire to make a public comment must complete the sign-in sheet made available at each meeting and speak at the lecture (unless physically unable).

**III. PRESENTATIONS**

Hunt, Guillot & Associates (HGA) – Tyson Hackenberg. FEMA Projects Update

**IV. ACTION ITEMS**

- A. **RFQ – Pedestrian Bridge:** Discussion and approval to allow staff to negotiate a contract with Mattern & Craig Engineers & Surveyors or with Kimley Horn Engineers as an alternate, for the reconstruction of the Downtown Pedestrian Bridge.
- B. **Helene Contracts above \$30,000:** Discussion and approval to allow staff to finalize six (6) pending contracts related to Helene disaster recovery.
- C. **Resolution 2025.007:** Resolution to Approve Disaster Recovery Memorandum of Agreement With North Carolina League of Municipalities.

**V. MANAGER'S REPORT**

**VI. MAYOR/COUNCIL REQUESTS OR COMMENTS**

**VII. ADJOURNMENT**



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## MINUTES

### I. **CALL TO ORDER:**

Mayor Hise called the meeting to order at 5:33 pm

#### A. Roll Call:

Mayor Hise requested a roll call. Marsha Hoilman, Town Clerk, conducted a roll call for Councilmembers Buchanan, Holmes, Rensink, and Mayor Hise. Councilman Peight was not present.

#### B. Notification and Posting of the Agenda:

Mayor Hise requested a change to the agenda. He requests that an additional Action Item C for the Right of Way for 226 Medical Park be added to the agenda. Proper notification and posting of the agenda were acknowledged. Councilman Buchanan motioned to approve the agenda, and Councilwoman Holmes Rensink seconded it; the council then adopted the agenda. Motion passed 4/0.

#### C. Pledge of Allegiance:

Councilman Buchanan led the Pledge of Allegiance.

#### D. Invocation:

Councilwoman Rensink led the Invocation.

#### E. Approval of Minutes (9/29 & Closed Session, 2025)

The council reviewed the minutes of the Regular meeting as presented. Councilwoman Holmes motioned to approve, and Councilman Buchanan seconded. Motion approved and motion passed 4/0. The council reviewed the minutes of the closed session held on September 29. Councilwoman Holmes motioned to approve, and Councilman Buchanan seconded the motion. Motion passed 4/0.

### II. **PUBLIC COMMENT:**

Public comments are limited to 3 minutes. This time is provided for the Town Council to share general thoughts. Individuals who desire to make a public comment must complete the sign-in sheet made available at each meeting and speak at the lecture (unless physically unable).

There was no public comment.



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## **MINUTES**

### **III. PRESENTATIONS:**

#### **A. FINANCE:**

Daniel Stines, Town Manager, introduced the new Finance Director, Brian Hobson. Daniel gave the following updates:

Revenue versus actual reports is included in the meeting packet. The General funds are looking good. Revenue collection is at 15% which is slightly below the target; however, tax collection was delayed this year and sits at 6% collected. The Town has an average of 98% collection rate on taxes; therefore, these funds will increase.

Expenses are at 40%, which is above the target; however, keeping in mind that several expenses are appropriated fully in the first quarter, such as workers' comp, insurance, and Outside Fund Requests (Chamber, Mainstreet, TRAC, etc.).

Revenues are on target at 27% and contrast very well with expenses currently at 15%. The Town Fund Balance is \$4,505,582.82

Cash Flow Loans are funds received from the State and are allocated to Helene's recovery efforts. These funds will be supplanted by FEMA funds as each respective major project begins. The balance total is: \$8,087,375.58.

The total estimated FEMA eligible \$67,567,011.85 (The total estimated value of all current and future FEMA grants, covering past and future costs.)

Total FEMA Eligible, in development, is \$51,872,945.71. (A working total cost in various stages of grant development. This includes the future cost of the bridge, parks, and wastewater plant.) Total FEMA Eligible, in final review: \$4,982,035.34 (Grants that have been submitted to FEMA, almost funded, in the last stages of review; future tasks are purely administrative.)

Total FEMA Eligible, funded: \$10,712,030.80 (Total of all obligated FEMA grants, some have been paid, some are funded for future costs not yet incurred, e.g., the future public works facility).

At State, available for future reimbursement: \$4,950,116.00 (Total of obligated large project funding, where costs must be first spent before requesting reimbursement).



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At State, payment pending: \$737,038.27 (Funds in the last step to be sent to the Town, purely administrative steps that are remaining).

Paid by State: \$5,024,876.53 (Funded, received by Town).

### **B. POLICE DEPARTMENT:**

Kasey was not available for updates. Daniel Stines, Town Manager said his daughter Saylors surgery went well. She has a follow-up on the 24<sup>th</sup>.

### **C. WATER AND SEWER:**

Darrell Graham, Veolia Project Leader, gave a monthly report of the Water and Wastewater Facilities.

#### **Water System:**

The water plant, pump stations, and both wells operated in full compliance with all State and Federal rules for the month. We collected six bacteriological samples from the distribution system. All results were good. All results were good from the samples taken. All lead and copper results were acceptable, and results were reported to the state and customers. The water plant passed proficiency testing for the year. The pump head on the chlorine pump at the well was replaced, and the Flow switch and receptacles on well #1 were replaced. The Summit pump went out; it was replaced with a rebuilt pump. S&W rebuilt the bad pump. Full face masks were replaced with new PAPRs.

Darrell met with S&W Services at the North Toe raw water station about replacing the leaking shut-off valve.

The drain line from the packing gland on both North Toe raw water pumps was replaced.

Shaft guards were painted and installed on both North Toe raw water pumps.

#### **Wastewater:**

The wastewater plant has operated as good as it can since the storm. Influent and Effluent samples were being pulled and sent to a certified lab in Asheville three times a week with the original permit. Sample results have been good. We had a flow installed at the Effluent outfall (needing a power connection). The screw press was operated for 3 days, and 1 sludge can was sent to landfill.



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All generators were checked. Garney placed the Screw press onto the trailer and ran a new sludge feed, water, and drain line.

A plywood covering was installed over the open end of the Screw press for winterization. The press ran with new connections and ran well.

A new generator was installed at the Beaver Creek Lift Station.

The certified lab equipment was tested, and the appurtenances were set up.

All employee safety and training courses are up to date.

### D. **Public Works:**

Travis Phillips, Public Works Director, gave the following updates:

Travis spoke with NCEM on generators for water pump stations. He has to get cost estimates and turn them in to NCEM from the electrician.

Met with engineering (Withers Ravenel) on new public works facilities. We are now waiting for them to get back to us.

Met with engineers on Elm Street for the Wall Stabilization Project.

We now have a new leaf vacuum and have a hopper on the truck that is retrofitted for use.

Bolton and Menk are in the contracting process of the wastewater treatment plant. The portable wastewater plant is gone. The fences that were left are being used at the pump stations that need fencing around them.

### E. **MAIN STREET:**

Main Street Director Spencer Bost gave the following updates:

#### **Recreation Economies for Rural Communities (RERC) Program:**

Spruce Pine was selected for the EPA's Recreation Economies for Rural Communities Program. Only 25 communities nationwide were chosen, and Spruce Pine is the only one that was chosen in the state of North Carolina. The program provides expert planning support to help rural towns grow their outdoor recreation economies, strengthen downtown revitalization, and promote environmental stewardship. This selection highlights Spruce Pine's leadership in regional outdoor recreation development.



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## **MINUTES**

### **North Carolina Outdoor Economy Conference:**

Attended the statewide conference in Cherokee, NC. Spencer networked with leaders in outdoor recreation, tourism, and economic development. Connections were made at the conference that will support ongoing regional partnerships tied to the RERC program.

### **Downtown Events:**

There were several successful events this past month, including the Run for the Hills 5K and the Barbeque and Bluegrass Festival.

Served as guest speaker for the Rotary Club, sharing updates on downtown recovery and revitalization progress.

### **Fire on the Mountain Festival:**

Planning has begun for the 2026 Fire on the Mountain Blacksmithing Festival, which will mark the 20<sup>th</sup> Anniversary of the event. Early coordination is focused on special programming and anniversary celebration elements.

### **Holiday Planning and Pocket Park Activities:**

Planning underway for downtown holiday decorations and events. Pocket Park continues to be active with seasonal displays and programming for visitors.

### **Halloween and Fall Events:**

Trick-or-Treating will be on Friday, October 31, from 4:00-7:00 PM.

Pumpkin Carving Contest: Saturday, October 25; participants bring pre-carved pumpkins for judging.

Small pumpkins and paint will be provided for kids to decorate on site.

Exploring additional Halloween activities, including a spooky movie night after trick-or-treating. There is continued coordination with the Hilloween team on their upcoming concert.



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### **Hellbender Festival Follow-Up:**

The North Carolina Hellbender Festival continues to perform well at a post-event. Over 1,000 T-shirts sold to date, reflecting strong continued interest and community engagement. Online response and merchandise sales remain consistent and positive.

### **F. PARKS AND RECREATION:**

Mike Wood, Park and Recreation Director, gave the following updates:  
General Maintenance Day to Day of picking up trash, mowing, weed eating, cleaning restrooms/shelters, and doing playground safety checks. At Brad Ragan Park, maintenance helped mow down overgrown brush around the baseball field, cleaned up around the volleyball court, horseshoe pits, and the ballfield.

Flower beds have been trimmed so the mulch can be spread. We have been working on getting the leaves and pine needles up. We have hauled off brush piles. Quartz Corp came and spread small gravel along a section of the walking path.

We have been mowing and weed-eating at Riverside Park.

There were 18 Shelter Reservations in September. Shelters are now first-come first serve until Spring 2026.

We picked up the new cover for the pool. We are draining the pool to clean and check repairs. We have a quote for re-plaster, which is almost \$140,000. I am looking for grant money.

While the pool is drained, I will be taking pictures of the sump (drain) measurements before new covers can be ordered for both the main and the wading pool.

October 23, 2025, I have a webinar meeting with NC State for the WNC Helene Recovery Fund, approximately \$4.1 million is to be distributed. There is no maximum grant request, but 1:1 is still in effect.



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**IV. ACTION ITEMS:**

**A. Budget Amendment #1 (Ordinance 2025.003)**

A descriptive memo in the packet given for this meeting gave a detailed summary of expenses and revenues that are requested for amendment for each department. Staff does not anticipate further amendments to the FY26 expenses; however, there are expectations for there to be additional revenue amendments.

Of the \$643,837 expense increase, a total of \$181,985.01 would need to come from the FY26 Fund Balance as additional. \$167,952 has been approved in the FY26 Adopted Budget and would be redirected as proposed. The remaining \$311,899.99 has been received from insurance and needs to be transferred from the FY25 Fund Balance to the FY26 Fund Balance.

Councilman Buchanan asked if the Coding officer is being taken off. Daniel Stines, the Town Manager, explains that the job title would change from Zoning/Code Enforcement Officer approved in the FY26 Budget to Chief Building Official who would enforce both Zoning Code and Building Code. Building inspections would no longer be conducted by the County; instead, they would be conducted by the Town.

Councilwoman Rensink motioned to approve, and Councilwoman Holmes seconded the motion. Motion passed 4/0.

**B. Construction Easements for Hwy 226 Waterline Project-**

There will be a need for three construction easements for the Hwy 226 Waterline Project. The request is for the Council to grant the Town Manager, Daniel Stines, authority to execute said agreements in full. Should there be a need for any monetary obligations, the Town Manager will bring the matter back for Council consideration

Councilman Buchanan motioned to approve the Construction Easement, and Councilwoman Rensink seconded the motion. The motion was approved and passed 4/0.



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**C. NC DOT Right of Way Agreement with Mitchell County Health Partners Project-**

There will be a need for a Right of Way Agreement for the Mountain Community Health Medical Park on Hwy 226.

**V. MANAGER'S REPORT:**

Town Manager Daniel Stines gives the following updates:

Tomorrow, October 14, 2025, kicks off our monthly staff meetings and staff trainings. October 6<sup>th</sup>, 2025, Emily Thomas joined our team she is the part-time administrative assistant. We are now 100% staffed at Town Hall.

We will be having Spectrum with high-speed fiber installed this week. It has already been installed at the Police Department.

We will be having Cyber Security Training to be scheduled Fall 2025.

**VI. MAYOR/COUNCIL REQUESTS OR COMMENTS:**

No requests or comments

**VII. EXECUTIVE SESSION- Pursuit to NCGS 143-318.11 (a)(3)(6)**

I move to go into closed session under NCGS 143-318.11 (a)(1) and (3), to discuss confidential personnel information pursuant to NCGS 160-196 and to consult with an attorney-client privilege.

Councilwoman Rensink motioned to go into closed session. The motion was seconded by Councilman Buchanan. Mayor Hise asked everyone to leave the room but Council and the Town Attorney.



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## **MINUTES**

### **VIII. RECONVENE:**

Councilman Buchanan motioned to reconvene, Councilwoman Holmes seconded the motion to return to regular session.

### **IX. ITEMS REQUIRING A VOTE FOLLOWING EXECUTIVE SESSION:**

There was a motion to amend compensation for Daniel Stines, Town Manager by Councilwoman Holmes and Councilwoman Rensink seconded the motion. The motion was approved and passed 3/1.

Councilman Buchanan opposed.

### **X. ADJOURNMENT:**

Mayor Hise motioned for Adjournment at 7:11 pm.



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**MINUTES**

ATTEST:

\_\_\_\_\_  
Marsha Hoilman, Town Clerk

\_\_\_\_\_  
Phillip Hise, Mayor

\_\_\_\_\_  
Rocky Buchanan, Mayor Pro Tem

\_\_\_\_\_  
Beth Holmes, Council Member

\_\_\_\_\_  
Wayne Peight, Council Member

\_\_\_\_\_  
Jackie Rensink, Council Member



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## MEMOS

To: Mayor & Town Council  
From: Town Manager  
Date: 10/27/2025  
Subject: RFQ – Downtown Pedestrian Bridge Memo

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Staff released a Request for Qualifications for design, and engineering services for the Downtown Pedestrian Bridge, that was destroyed by Helene. The Town received a total of four responses from qualified applicants.

The Town along with assistance from a 3<sup>rd</sup> party consulting firm, reviewed the qualifications using the following criteria:

- Firms ability to do proposed work
- Specialized Experience (work history in similar/related projects)
- Design Lead Competence
- Other proposed personnel competence
- Time/budget Capability
- Bidding and CA experience with similar funding sources
- Veteran/Women/Minority Owned

After careful consideration and ranking of the four respective bids, staff is requesting Council to approve authority to the Town Manager to negotiate a contract with Mattern & Craig Engineers and Surveyors as initial bid recipients or with Kimley Horn as an alternate recipient should terms not be met with Mattern & Craig.

Respectfully,

Daniel Stines  
Town Manager

# STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES



## ENGINEERING & DESIGN SERVICES PEDESTRIAN BRIDGE

September 24, 2025 at 4PM

Prepared for:  
Town of Spruce Pine, North Carolina  
Daniel Stines, Town Manager



Randy W. Beckner  
Bradley C. Craig  
Wm. Thomas Austin  
James B. Voso  
Chad M. Thomas  
Jason A. Carder  
Brian R. Newman  
D. Jason Snapp  
Ryan P. Kincer



Edwin K. Mattern, Jr. (1949-1982)  
J. Wayne Craig (1940-2024)  
Gene R. Cress (1935-2014)  
Sam H. McGhee, III (1940-2018)  
Stewart W. Hubbell (Retired)  
Michael S. Agee (Retired)  
Steven A. Campbell (Retired)  
Randy L. Dodson (Retired)

September 24, 2025

Town of Spruce Pine  
Daniel Stines, Town Manager  
Spruce Pine Town Hall  
11050 S. 226 Highway  
Spruce Pine, NC 28777

RE: Statement of Qualifications  
Engineering & Design Services –  
Pedestrian Bridge

Dear Mr. Stines,

**Mattern & Craig** is pleased to submit our **Statement of Qualifications for the Town of Spruce Pine's Pedestrian Bridge project**. Enclosed are three (3) hardcopies and one (1) digital copy for your review highlighting our team's experience, qualifications, and proven ability to deliver the services requested.

Since 1985, **Mattern & Craig** has provided professional services for bridge rehabilitation and replacement projects, consistently demonstrating our commitment to meeting the unique needs of each client. Our goal is to not only meet but exceed the Town's expectations by delivering high-quality services on schedule and within budget. With our available work capacity and the proximity of our offices, we are well positioned to ensure timely and cost-effective delivery for this project.

Our bridge design experience with municipalities throughout North Carolina, Tennessee, and Virginia aligns directly with the anticipated Scope of Services detailed in the RFQ. To lead the effort, we have assembled a qualified project team under the direction of **Project Manager, Chad M. Thomas, PE**. The staff identified in this SOQ will be fully accessible and available as needed. For services outside our in-house expertise, we have partnered with ECS Southeast (Geotechnical) and Hill Studio (Landscape Architecture/Public Engagement). Our long-standing collaboration with these firms ensures seamless coordination and the best support for achieving the Town's project goals and vision.

At **Mattern & Craig**, our mission is to cultivate and sustain long-term client relationships built on trust, performance, and collaboration. We look forward to establishing a strong and lasting partnership with the Town of Spruce Pine through this project and beyond.

We appreciate your consideration of our qualifications and would welcome the opportunity to discuss how our team can support the Town in realizing its goals for the Pedestrian Bridge. Should you have any questions, please feel free to contact me at 828.254.2201 or jbvoso@matternandcraig.com.

Sincerely,

**MATTERN & CRAIG, INC.**

James B. Voso, PE  
Principal-in-Charge

JBV/jkh  
Enclosures: As Noted



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**Proposal for:**  
Engineering & Design Services  
Pedestrian Bridge  
Town of Spruce Pine, North Carolina

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# Section 1

## Firm Overview

### Prime



12 Broad Street  
Asheville, NC 28801



231 16th Ave. NE  
Hickory, NC 28601



403 East Market Street  
Johnson City, TN 37601



429 Clay Street  
Kingsport, TN 37660



1565 Sam Rittenberg Blvd.  
Charleston, SC 29407



701 1st St. SW  
Roanoke, VA 24016

Founded in 1978, **Mattern & Craig, Inc.** is an engineering and surveying firm specializing in providing civil, structural, environmental, traffic and transportation engineering, and surveying services to local and state governments and their agencies. The firm's offices are located in Asheville & Hickory, NC; Johnson City & Kingsport, TN; Charleston, SC; and Roanoke, VA (Headquarters). Our projects stay on schedule, within budget, with negligible change orders during construction, and are performed at economical design fees. We are known for our many excellent, long-term client relationships. **Mattern & Craig's** owners are involved daily in the details of the firm's engineering work. It is the firm's practice to assign an owner to oversee each project.

**Point-of-Contact:** James Voso, PE | jbvoso@matternandcraig.com | 828.254.2201 | 12 Broad St, Asheville, NC 28801

Our **client benefits** include:

- a Principal/Owner on every project team and in daily contact with the work, ensuring you 1) a strong advocate with authority to allocate necessary resources to get your project done on time and within budget; and 2) continuity of service from start to finish;
- an Employee Stock Ownership Plan (ESOP) that leads to motivated personnel providing outstanding service;
- a Total Quality Management (TQM) plan, ensuring our work is thorough, accurate, and checked by senior personnel;
- **Mattern & Craig** is an Equal Opportunity Employer.

### Areas of Service

**Mattern & Craig** provides comprehensive in-house engineering services from project planning studies and financing through final inspection and certification of construction. Our services include:

- |                                          |                                               |                                               |
|------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| ✓ Sidewalks and Bicycle Lanes            | ✓ Easements & Plat Documents                  | ✓ Bridge & Structural Inspection & Rehab.     |
| ✓ Street, Highway, & Traffic Engineering | ✓ Water Distribution, Storage & Treatment     | ✓ <b>Federal &amp; State Grant Programs</b>   |
| ✓ Recreational & Athletic Facilities     | ✓ Wastewater Treatment & Collection           | ✓ Capital Improvement Programs                |
| ✓ <b>Community/Public Participation</b>  | ✓ Sewer Studies & Rehabilitation (SSES)       | ✓ Stormwater & Flood Control                  |
| ✓ <b>Bid Process/Construction Admin.</b> | ✓ <b>Hydraulics/Inflow &amp; Infiltration</b> | ✓ Site Planning & Development                 |
| ✓ <b>Comprehensive Survey Services</b>   | ✓ <b>New Bridge/Structural Design</b>         | ✓ Construction Engineering & Inspection (CEI) |
| ✓ <b>Environmental Services</b>          | ✓ <b>FEMA Coordination</b>                    | ✓ CCTV Inspection & Assessment                |
| ✓ <b>Erosion &amp; Sediment Control</b>  | ✓ <b>Permitting</b>                           | ✓ <b>Construction Management (CM)</b>         |



**Mattern & Craig** employs a seasoned staff of 110, recognized for maintaining consistent project teams. Additional personnel from other offices can be mobilized as needed to meet critical schedules.



## Bridge Services

**Mattern & Craig** is your source for comprehensive bridge services involving design, rehabilitation and inspection of a variety of vehicular and pedestrian structures. Our bridge team is comprised of qualified and experienced structural engineers, design technicians, and certified inspectors. Our bridge expertise is further augmented by our in-house transportation services.

### Design/Repair/Rehabilitation/Replacement

- New bridge design of varying sizes and complexities
- Integral/semi-integral bridge designs
- Bridge widening
- Bridge repair
- Concrete deck and structural investigations
- Studies
- Bridge replacements
- Substructure repairs
- Load rating
- Pedestrian bridges
- Cost estimating
- Specification preparation
- Bidding assistance
- Construction monitoring/inspection
- Bridge foundation design
- Lightweight approach fills such as EPS



### Inspections

- Approximately 100 per year performed since 1989
- Bridge safety inspections per DOT standards
- Key personnel are trained in the requirements of the National Bridge Inspection Standards (NBIS), AASHTO Standards, and Virginia Department of Transportation's Bridge Design Criteria and Specifications
- Fracture critical and fatigue prone structure inspections
- Overhead sign inspections
- Traffic signal and power pole inspections

## Proposed Subconsultants



**ECS Southeast, LLC** is one of the operating entities of the **ECS Group of Companies** and a premier provider of geotechnical engineering, construction materials testing, environmental consulting and facilities engineering services across the Carolinas, Georgia, Alabama, Louisiana, Mississippi, Arkansas, Tennessee and Kentucky. With more than 750 employees across more than 30 locations in the Southeast, along with over 35 years of experience, **ECS** is equipped to help projects from conception through completion for both the private and public sectors.

**ECS Southeast, LLC** draws on more than 35 years of experience in geotechnical engineering throughout the Southeast, with a strong record of supporting pedestrian bridge projects. The firm's portfolio includes subsurface exploration, foundation design, and construction materials testing for pedestrian bridges such as the Stewart Creek Greenway, Long Creek Greenway, Mud Creek, and Margaret Wallace pedestrian bridges. This extensive history demonstrates a deep understanding of the geotechnical challenges unique to pedestrian bridge design and construction, providing clients with reliable, project-specific solutions.



**HILL  
STUDIO**

**Hill Studio** is a multi-disciplinary firm of architects, landscape architects, planners, and architectural historians. They specialize in creative and collaborative design solutions that celebrate the unique character and assets of the communities in which we work. Established in Roanoke, Virginia, in 1988, **Hill Studio** has successfully participated in over 2,500 projects, providing a wide range of services in both lead and team-member roles. Their clients include local governments, state and federal agencies, non-profit organizations, as well as private individuals and companies. **Hill Studio** involves their clients directly as participating members of their project team to produce results specifically tailored to their needs. With this collaborative approach, **Hill Studio** has won over 50 awards from numerous local-to-international professional societies for our unique designs and creative approach to projects.

For this pedestrian bridge project, **Hill Studio** will assist with **public outreach** efforts as well as **planting design and supporting renderings**.





## Section 2

### Firm Capacity and Capability

#### Team Qualifications

**Mattern & Craig** specializes in bridge replacement and rehabilitation services for state DOTs and local governments, with more than 35 years of experience across the region. Our staff of bridge engineering professionals combines technical expertise with practical design experience to deliver cost-effective solutions for replacing and rehabilitating in-service bridges. Our team is structured to provide a common-sense, results-driven approach that ensures the success of each bridge project.



Over the past seven years, **Mattern & Craig** has designed more than 50 bridges, including a wide range of pedestrian, greenway, and trail structures. Projects such as the Town's align well with our firm's capabilities. As a mid-sized firm, we are uniquely positioned to provide economical, efficient, and responsive design services to localities such as the Town of Spruce Pine.

In response to the RFQ, we highlight below the **Mattern & Craig** team's qualifications in areas most relevant to this project.

#### Ability to Meet Proposed Schedule

Due to our extensive experience providing design services for local governments, **Mattern & Craig** recognizes the critical importance of adhering to project schedules. Our team is prepared to begin work immediately upon Notice to Proceed and will collaborate with the Town of Spruce Pine to establish a schedule that is both realistic and achievable.

We understand that the Town will be required to meet specific timetable deadlines as they relate to FEMA funding and the delivery of the project. In an effort to assist with planning, our design team has developed a milestone-based project timeline that outlines key tasks and deliverables (see **Proposed Work Plan and Schedule** in **Section 7**).



#### Hydraulic Analysis Experience

An essential component of bridge design is hydrologic and hydraulic (H&H) analysis, including the application of floodplain and floodway regulations. Because most of our bridge design projects are located over waterways with established floodplains and floodways, **Mattern & Craig** is highly experienced in addressing these issues, as well as technical concerns such as scour at pier and abutment foundations.

For this FEMA-funded pedestrian bridge, our team will apply that experience to evaluate project impacts and ensure regulatory compliance. Our initial understanding is that portions of the new pedestrian bridge structure will need to be constructed within the floodway. Accordingly, our design approach will emphasize avoidance and minimization. If encroachment proves unavoidable, we will identify and evaluate mitigation strategies and provide the Town with practical, feasible recommendations.

#### Statement/Landmark Bridge Design Experience

At **Mattern & Craig**, we are proud to have partnered with communities to design projects that not only serve a functional purpose but also contribute to their identity and long-term character. Many of these projects have evolved into signature landmarks and recognizable destinations.

Bridges, in particular, often carry this transformative potential—acting as gateways, gathering spaces, and iconic features within a community. The proposed pedestrian bridge for the Town of Spruce Pine has the opportunity to do just that.



Our experience with distinctive, landmark bridge structures includes several marquee projects, one of which is highlighted in **Section 6 – Experience and References**. The **Dave Lyle Pedestrian Bridge** in Rock Hill, South Carolina is a prime example of a bridge that not only serves a functional purpose but also impacts the identity of a community. This gateway project will connect downtown Rock Hill with Winthrop University and surrounding destinations, reinforcing community pride while enhancing quality of life. Combined with planned area development, it is expected to stimulate economic growth and attract both residents and visitors.

The proposed pedestrian bridge over the North Toe River in the Town of Spruce Pine is easily recognizable and while it may not require the level of aesthetic detail as some larger, unique projects, the bridge does serve a functional and aesthetic purpose in the community. The design team is prepared to assist the Town in making this bridge an identifiable public feature.

### Community Involvement Experience

Our project team is committed to working hand-in-hand with the Town, stakeholders, and the public to create a design that is community-conscious, innovative, and engaging—while remaining economical and efficient. We recognize the importance of community input in shaping this new pedestrian bridge and will ensure that stakeholder perspectives are acknowledged and incorporated into the design process.



Led by the experts at **Hill Studio**, our team brings extensive experience with highly visible, community-focused projects. We have the tools and expertise to present design concepts in clear and accessible ways—through exhibits, renderings, and 3D visualizations—to build consensus around project aesthetics. Just as importantly, our approach emphasizes meaningful opportunities for public participation, ensuring that community members feel ownership in the final design.

To reinforce this collaborative approach, technical design staff will also participate in the public involvement process, providing direct insight into design decisions and strengthening transparency throughout the project. A strong example of our public involvement experience is the **Wasena Bridge Replacement Project** in Roanoke, Virginia. At 815 feet, the Wasena (Main Street) Bridge is the City's longest bridge, and its replacement represents the largest capital improvement project ever undertaken by Roanoke outside of school construction. With a construction budget of approximately \$40 million and a location surrounded by three historic neighborhoods, the City sought an iconic, signature design that reflected the community's character.

To achieve this, **Mattern & Craig** led an extensive public involvement process to actively engage residents and gather meaningful input. Our team conducted two focused meetings with each of the three historic neighborhoods, allowing residents to view the design from multiple perspectives and provide tailored feedback. We then facilitated a citywide public meeting to present the final design and offer opportunities for one-on-one discussions with the design team. This deliberate and inclusive approach resulted in broad community support for the project and a design that reflects both the City's vision and the community's voice. Construction of the new Wasena Bridge began in 2024.



Design Rendering



Groundbreaking



Under Construction

## Cost-Effective Design



**Mattern & Craig's** experience in teaming with municipalities on bridge-related projects affords us the ability to have a unique understanding of project budgets and fiscal planning. Our design team is composed of small to mid-size firms that are perfectly suited to deliver economical, cost-effective designs. We recognize the significance of working within the funding parameters of a project and designing bridges that are fiscally-responsible.

While we see this project as an opportunity to design a bridge that is uniquely “Spruce Pine,” we also understand that there is a desire to comply with funding regulations and requirements. The balance between delivering a unique, community-conscious pedestrian bridge design while still understanding the importance of being cost-effective is a challenge that the **Mattern & Craig** team is accustomed to and is excited about collaborating on with the Town.



## Proposed Subconsultants' Capacity and Capability



The Asheville office of **ECS** is well-qualified to support the Town of Spruce Pine and the project team in the Helene recovery efforts. **ECS** has extensive local experience with geotechnical engineering for pedestrian bridges, boardwalks, and trail improvements, including the New Belgium Brewery site in Asheville (ACEC/NC award-winning), the Catawba Falls Trail stair tower and boardwalk in Old Fort, and multiple pedestrian bridges across NC and SC. They also operate the only WNC geotechnical lab accredited by both NCDOT and AASHTO. With in-house drilling rigs, accredited testing, and a depth of experienced staff, **ECS** offers unmatched expertise and responsiveness for this contract.

**ECS Southeast, LLC** has the capacity and resources to manage projects of any size, supported by a regional network of experienced professionals. The firm's workload is stable, with no conflicts affecting new contracts. Its flexible structure enables staffing based on client needs, from short-term tasks to complex multi-year projects, while ensuring consistent quality and responsiveness.



**HILL  
STUDIO**

**Hill Studio** will provide support on any Public Outreach needed for this project, as well as planting design and related renderings.

**Process. By Design.** | Through a human-centered design process, Community Planning provides a blueprint for cities, towns and neighborhoods for years to come. We work collaboratively with leaders, citizens, and other professionals to translate a collective vision into plans of various scales. Our design approach integrates the urban

fabric with the natural environment to foster the development of livable and sustainable communities.

**Hill Studio** has the capacity and capability to provide meaningful support to the design team on the pedestrian bridge project. We bring specialized expertise in site planning, planting design, visual impact assessment, and public realm enhancements that integrate seamlessly with the bridge's engineering and structural design.



With available staff and the resources to respond quickly to project needs, **Hill Studio** is committed to timely communication, coordination, and high-quality deliverables. Their proven track record demonstrates their ability to add value to multidisciplinary teams and help deliver projects that are both technically sound and visually compelling.



## Section 3

### Technical Approach

#### Project Understanding

**Mattern & Craig** understands that the purpose of this project is to replace the Spruce Pine Pedestrian Bridge over the North Toe River. The previous foot bridge was destroyed by Tropical Storm Helene in September of 2024. In addition to the North Toe River, the previous structure crossed two railroad tracks on the north side of the river and Riverside Park on the south side of the river. Much of the area adjacent to the river was devastated by the flooding caused by Helene. Re-establishing this important link between downtown Spruce Pine and Riverside Park is a vital initiative of the Town's rebuild after the storm. It is our understanding that this project is being funded by FEMA Public Assistance (Category G) funding and that the replacement structure will accommodate pedestrians and bicycles while being a significant part of the re-development of the area and the community.

#### Project Approach

As stated previously, **Mattern & Craig** specializes in bridge replacement and rehabilitation projects and has been performing these services for local communities since 1985. Since we are accustomed to working on projects with clients such as the Town of Spruce Pine, we have unique, well-documented experience helping local communities manage bridge projects. This experience involves assistance with preliminary planning, funding, budgeting and scheduling which results in **Mattern & Craig** being keenly aware of these issues as we develop construction documents and plans for bridge replacements. As a design consultant, we are regularly involved from the initial planning stages of projects through construction completion. Ultimately, this experience results in practical, economical solutions.

Additionally, **Mattern & Craig** is aware that bridge projects include more than just the rehabilitation or replacement of the bridge itself. The vast majority of our bridge replacement work involves challenges and issues similar to the Spruce Pine Pedestrian Bridge over the North Toe River such as:

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| ▪ Evaluation of Design Alternatives | ▪ Hydraulic and Hydrologic Impacts |
| ▪ Economical Bridge Design          | ▪ Surveying                        |
| ▪ Sustainable Bridge Design         | ▪ Scour Studies                    |
| ▪ Environmental                     | ▪ Funding Assistance/Coordination  |
| ▪ Multi-modal Accommodations        | ▪ Geotechnical Investigations      |
| ▪ Approach Roadway/Trail Design     | ▪ Permitting                       |
| ▪ Railroad Coordination             | ▪ Bridge Aesthetics                |

Our approach to this project will be similar to many of our past bridge replacement projects. The following specific steps are vital to the overall success of the design plan:

##### Scoping

- Develop a clearly defined scope of work through scoping meetings with the client.
- Establish project goals/milestones, approach, schedule, communication channels, and points of contact.
- Perform preliminary field inspection.
- Obtain environmental review documents and required permits.
- Perform initial coordination with FEMA and the railroad to establish requirements.

##### Preliminary Design

- Develop baseline and grades for roadway/bridge and typical sections.
- Consider construction phasing and maintenance of traffic.
- Perform survey and geotechnical investigation.
- Consider pertinent aspects of proposed construction sequence and right-of-way impacts.
- Consider and appraise utilities on the bridge site.



- Develop draft environmental document and prepare/assist with permit applications.
- Perform preliminary hydraulic and hydrologic analysis.
- Coordinate with FEMA and the railroad.
- Perform constructability reviews.
- Coordinate bridge aesthetics.
- Evaluate concept design alternatives and assess the pros and cons of each alternative.
- Perform a cost analysis for the concept design alternatives.
- Develop a preferred design alternative to proceed to final design.
- Perform public outreach and public participation meetings.
- Thorough review of plans.

#### Detailed Design Phase

- Begin right-of-way process.
- Coordinate utility relocations with utility owners and design utilities.
- Perform final hydraulic & hydrologic analysis.
- Submit final environmental document.
- Proceed with design of bridge and roadway based on preferred design alternative.
- Coordinate final design with FEMA and railroad.
- Field inspection with owner.
- Thorough review of plans.

#### Final Design & Right-of-Way Acquisition Phase

- Finalize the bridge and roadway design and prepare right-of-way acquisition plans.
- Meet with utility owners in field, as required.
- Develop maintenance of traffic/traffic maintenance plans, as required.
- Perform final constructability review.
- Obtain final approval from FEMA and railroad.
- Authorize right-of-way acquisition.
- Thorough review of plans.

#### Advertisement Phase

- Submit final plans, specifications, and cost estimate to owner.
- Acquire permits.
- Assist owner with advertisement.

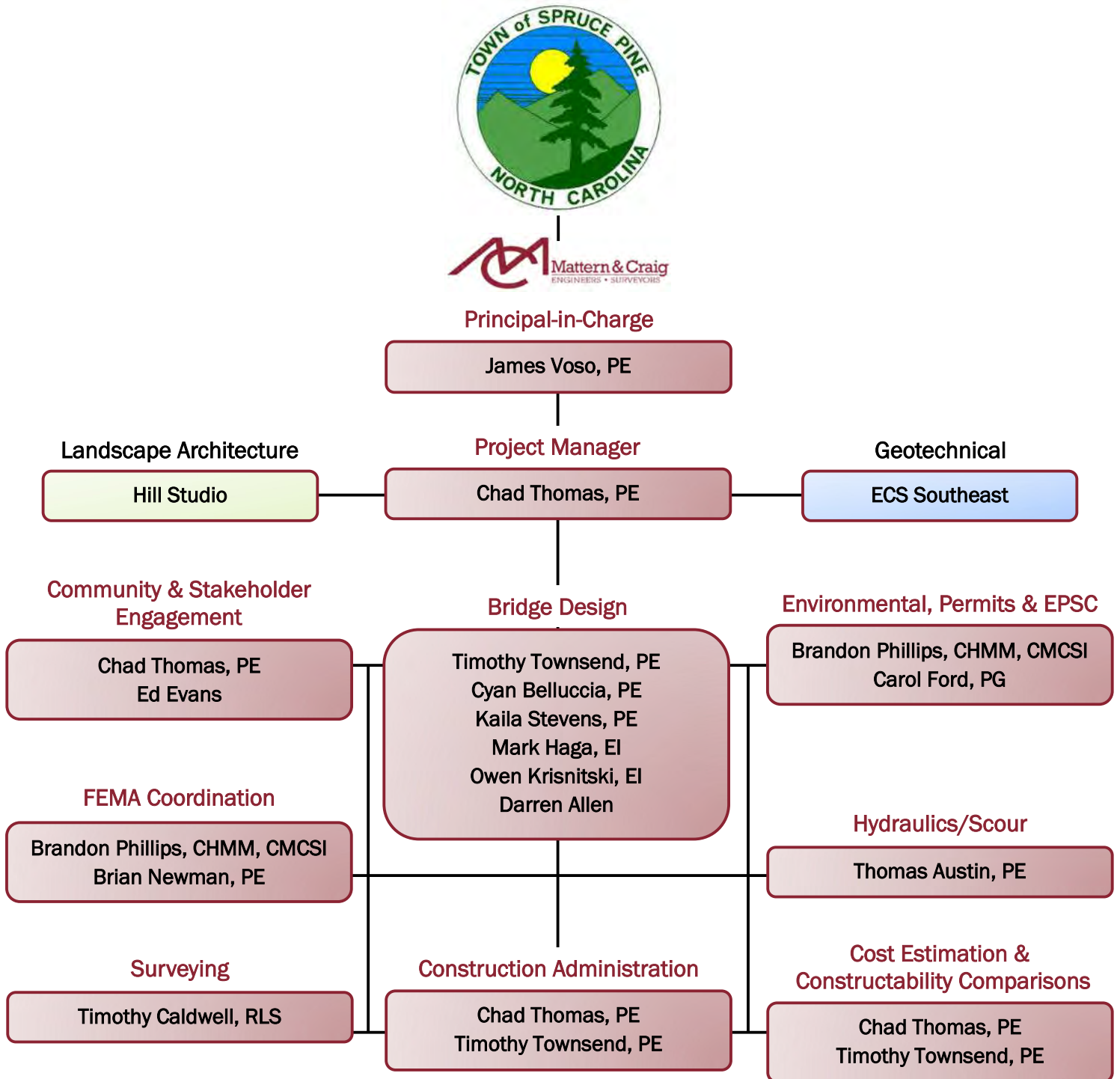
**Mattern & Craig** utilizes this approach with two specific goals in mind: to efficiently provide quality project documents and to minimize construction issues. We feel that this process improves our efficiency and productivity, resulting in the delivery of projects that are on-time and on-budget. The design process not only allows for open communication and coordination between us and our clients, but it promotes teamwork throughout the entire design.





## Section 4 Project Team

### Organizational Chart





**James Voso, PE**  
Principal-in-Charge

### Years of Experience

|                  |    |
|------------------|----|
| With M&C         | 23 |
| With Other Firms | 12 |

### Education

B.S./1991/Civil Engineering (Transportation)/NC State

### Registration

PE/NC #22599; PE/SC #22902; PE/VA #062935

### Memberships

- ◆ Institute of Transportation Engineers

### Specialties

- ◆ Traffic Engineering
- ◆ Transportation Engineering
- ◆ Signalized Intersection Design
- ◆ Signalized System Design
- ◆ Traffic Impact Studies and Analyses

### Experience Overview

Mr. Voso's bridge project experience includes approach speed studies, approach roadway design for new bridges and replacements, hydraulic analysis and design (including BSR and CLOMR), traffic control, utility relocation, erosion and sediment control, and all related traffic services for NCDOT. He has also served as project manager on multiple NCDOT assignments.

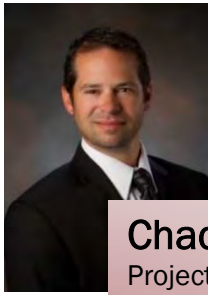
### Representative Projects

- ◆ Pedestrian Trail Bridge Design and Engineering – Sandy Creek Trail; Randolph Co., NC | Randolph County Tourism Development Authority
- ◆ Pedestrian Bridge Design - Texas Road; Montreat, NC | Town of Montreat
- ◆ Dave Lyle Boulevard Pedestrian Bridge (Phases 1-3); Rock Hill, SC | City of Rock Hill, SC
- ◆ NC Greenways Corridor – Phase 2; Asheville, NC | Alta Planning + Design, Inc.

### Highlighted Project

**NCDOT | DuPont State Forest Pedestrian/Equestrian Bridge; Transylvania County, NC** – Prepared plans, specifications, cost estimate, and permitting support for NCDOT on a pedestrian/equestrian bridge in DuPont State Forest. The project required an accelerated schedule with bridge completion targeted within five months. Services included survey; hydraulic design (BSR and CLOMR); trail design; bridge abutment design; bridge specifications for a 150-foot span bow truss bridge; erosion and traffic control; and permitting.





## Chad Thomas, PE

Project Manager, Community Engagement, CA, Cost Est. & CC

### Years of Experience

With M&C

26

### Education

B.S./1998/Civil Engineering/VA Tech

### Registration

PE/NC #043553; PE/VA #36962; PE/TN #117359

### Certifications

- ◆ NBIS Certified Program Manager and Inspection Team Leader
- ◆ NHI Bridge Inspection Refresher Course
- ◆ OSHA Training/ #FA3E387/Permit & Non-permit Confined Space Entry
- ◆ NHI Course 130078/Fracture Critical Inspection Techniques for Steel Bridges FHWA

### Specialties

- ◆ Structural and Bridge Analysis & Design
- ◆ Bridge & Construction Inspection

### Experience Overview

Mr. Thomas is the head of the firm's Structural Division, where he oversees production and quality assurance, including scheduling work assignments and staffing for all structural projects. He has designed a wide variety of structures, including building foundation systems, stormwater facilities, water and wastewater treatment structures, retaining walls, pedestrian canopies, flood walls, and recreational facilities. His work also includes foundations for waste transfer facilities and industrial buildings up to 200,000 square feet, and he is experienced in structural modeling using RISA-2D software.

Mr. Thomas is also highly skilled in bridge design, analysis, rehabilitation, and repair. He has contributed to projects involving new bridge construction, bridge widening, and rehabilitation, with particular expertise in bridge foundation design and planning. His experience also includes construction inspection and concrete testing for major bridge widening projects, and as an NBIS-certified bridge inspector for 20 years, he has inspected more than 1,000 bridges.

### Representative Projects

- ◆ Middle Fork Greenway Link Park & Trail Bridges; Boone, NC | Interface Environmental Consulting, LLC
- ◆ Deep River Trail - Sandy Creek Pedestrian Bridge; Randolph Co. NC | Randolph County, NC
- ◆ Emergency Inspection of Pedestrian Bridges; Waynesville, NC | Town of Waynesville
- ◆ Laurel Run Pedestrian Bridge; Hawkins Co., TN | Hawkins County, TN

### Highlighted Project

**Big Elkin Creek Pedestrian Bridge; Elkin, NC | Town of Elkin, NC** – Completed a preliminary engineering report for a new pedestrian bridge from the existing trailhead at the Yadkin Valley Heritage & Trails Visitor Center crossing downstream approximately 100 feet south and parallel to the YVRR railroad trestle on Big Elkin Creek including: bridge selection options, location of proposed bridge crossing, schematic level bridge and approach layout, evaluation of constructability issues, and cost estimates for the bridge options.

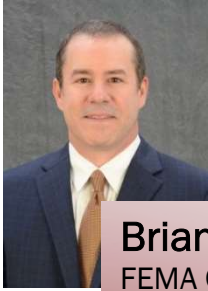
Based on the selected option, completed the hydrologic & hydraulic analysis to determine feasibility of "no-rise" condition and final bridge construction plans. Project design included a maximum 130-foot-long, single span, pre-manufactured steel truss pedestrian bridge with a 10-foot-wide concrete deck.

Provided the structural engineering design for the abutments utilizing reinforced concrete abutments supported by H-piles with reinforced concrete approach ramps.

North Carolina Parks provided PER grant funding; the Town is currently seeking funding for construction.



Existing Bridge



**Brian Newman, PE**  
FEMA Coordination

#### Years of Experience

|                     |    |
|---------------------|----|
| With <b>M&amp;C</b> | 18 |
| With Other Firms    | 5  |

#### Education

B.S./2005/Construction Engineering/East TN State University

#### Registration

2017/PE/NC# 044307; 2015/PE/VA# 0402053054

#### Certifications

- ◆ Stormwater SCM Inspection & Maintenance Cert. #2496
- ◆ 10-Hr. OSHA Construction Safety
- ◆ River Course 101: Stream Morphology Assessment
- ◆ River Course 302: HEC-RAS for Stream Restoration
- ◆ River Course 303: Multi-Dimensional Modeling for Stream Restoration

#### Specialties

- ◆ FEMA Coordination
- ◆ Site Design
- ◆ Drainage
- ◆ Utility Plans

#### Experience Overview

Mr. Newman is a civil engineer with more than 23 years of experience supporting municipal and DOT projects throughout Western North Carolina, Northeastern Tennessee, and Southwest Virginia. His expertise includes civil-site, utility, and drainage design; stormwater and floodplain permitting and compliance; and infrastructure system inventory and condition assessments. He is skilled at integrating field survey data, mapping, and utility and drainage information into system models for a variety of municipal and state clients.

Mr. Newman has led the planning and delivery of state- and federally funded projects, successfully navigating environmental, right-of-way, and construction approval processes. He has also secured supplemental funding to advance DOT, USDA, and FEMA projects

#### Representative Projects

- ◆ Middle Fork Greenway Link Park & Trail Bridges; Boone, NC | Interface Environmental Consulting, LLC
- ◆ Depot Street Emergency Bridge Repair – Construction Admin, Inspection, and Project Closeout; Waynesville, NC | Town of Waynesville, NC
- ◆ Emergency Inspection of Pedestrian Bridges; Waynesville, NC | Town of Waynesville, NC
- ◆ Piedmont Triad Regional Council Bike Pedestrian Bridge Preliminary Study; Elkin-Jonesville, NC | Piedmont Triad Regional Council



**Timothy Caldwell, PLS**  
Surveying

#### Years of Experience

|                     |    |
|---------------------|----|
| With <b>M&amp;C</b> | 26 |
|---------------------|----|

#### Education

A.A.S./2003/Construction Technology/VA Western

#### Registration

PLS/NC #L-5232; LS/VA #0403003105; RLS/TN #3027

#### Certifications

- ◆ OSHA Training #FA3E387/Permit & Non-permit Confined Space Entry
- ◆ FAA/#4297625/Remote Pilot for Small Unmanned Aircraft System (Drone Pilot)

#### Specialties

- ◆ Boundary & Topo Surveys
- ◆ Construction Stakeout
- ◆ ALTA & GPS Control Surveys
- ◆ Bridge & Highway Surveys
- ◆ Easement Staking

#### Experience Overview

Mr. Caldwell has served as a survey manager, crew leader, and land surveyor, with experience spanning both fieldwork and supervision. He performs field data computations, deed research, and manages survey crews to ensure accurate and efficient project delivery. His fieldwork includes boundary, ALTA, and topographic surveys; FEMA elevation certificates; construction stakeouts; and aerial mapping. In addition, he has extensive GPS experience, including data collection for various municipalities and agencies. Timothy is committed to meeting project deadlines while maintaining productivity, safety, and quality standards.

#### Representative Projects

- ◆ Canal Bridge Pedestrian Crossing (NCDOT); Burke Co., NC | Burke Co. Community Dev.
- ◆ Deep River Trail - Sandy Creek Pedestrian Bridge; Randolph Co., NC | Randolph Co., NC
- ◆ Big Elkin Creek Pedestrian Bridge; Elkin, NC | Town of Elkin, NC
- ◆ Titan America - Roanoke Pedestrian Bridge & Parking Area; Troutville, VA | Titan America, LLC



**Carol Ford, PG**

Environmental, Permits & EPSC

#### Years of Experience

|                     |    |
|---------------------|----|
| With <b>M&amp;C</b> | <1 |
| With Other Firms    | 39 |

#### Education

B.S./1986/Geology/Florida State University

#### Registration

PG/TN #0234; CPG/VA #2801002528; PG/KY #0236

#### Specialties

- ◆ Project Management
- ◆ Environmental Engineering
- ◆ Brownfield Voluntary Agreements
- ◆ Groundwater Testing
- ◆ Erosion Prevention & Sediment Control (EPSC)

#### Experience Overview

Mrs. Ford has more than 35 years' experience providing environmental, geotechnical, industrial hygiene services, dye tracing/sinkhole evaluations, due diligence services, Brownfield Voluntary Agreements (BVA), groundwater, soil, and soil gas evaluations, and erosion protection and sediment control (EPSC) services in the eastern U.S. She is skilled in project management, pricing and budget management, aligning with client expectations, subsurface investigations, environmental site assessments, real-time instrumentation monitoring, and marketing. Mrs. Ford has performed countless environmental site assessments (ESA) for municipal, private, industrial, and commercial clients in TN & VA.

#### Representative Projects

- ◆ West Walnut Street Corridor Re-Development; Johnson City, TN | City of Johnson City, TN
- ◆ Surface Soil Sampling at Carter County Schools' Sports Fields; Carter Co., TN | Carter County, TN
- ◆ Kingsport On-Call Services for Environmental & Materials Testing; Kingsport, TN | City of Kingsport, TN
- ◆ Phase I and Phase II Environmental Site Assess., Statewide TN and VA | Commercial Clients in TN & VA (before **M&C**)



**Brandon Phillips, C.H.M.M., C.M.C.S.I.**

FEMA Coord., Environmental, Permits & EPSC

#### Years of Experience

|                     |    |
|---------------------|----|
| With <b>M&amp;C</b> | 1  |
| With Other Firms    | 35 |

#### Education

B.S./1993/Biology/Virginia Polytechnic Institute & State University

#### Certifications

- ◆ Certified Hazardous Materials Manager (Masters Level #09743)
- ◆ Charlotte Mecklenburg Site Inspector (#LDCMCSI-2025-00025)
- ◆ NC Wetlands & Stream Assess. Methodology
- ◆ NCDWQ Stream Identification 4.11
- ◆ OSHA 40-Hr. HAZWOPER
- ◆ OSHA 30-Hr. Construction Safety
- ◆ OSHA 10-Hr. Safety Training - Contractor
- ◆ FAA Licensed U.A.S. Remote Drone Pilot

#### Experience Overview

Mr. Phillips has over 36 years of experience as an Environmental Manager, providing expertise in FEMA coordination, Due Diligence Environmental Reviews, Jurisdictional Determinations, Clean Water Act permitting, and environmental studies. He prepares compliance documentation to meet local, state, and federal regulations, including the Clean Water Act, the Threatened and Endangered Species Act, Section 404/401 permit requirements, and the National Environmental Policy Act (NEPA).

His expertise includes wetlands delineation, permitting, and mitigation, as well as evaluating impacts to rare, threatened, and endangered species. He has also managed the preparation of discharge and spill prevention plans, Phase I site assessments, Phase II site sampling of hazardous materials, and hazardous waste management and disposal.

#### Representative Projects

- ◆ RTP Planning & Design Lenoir OVNHT Greenway Project; Lenoir, NC | City of Lenoir, NC
- ◆ Middle Fork Greenway Link Park & Trail Bridges; Boone, NC | Interface Environmental Consulting, LLC
- ◆ NCDOT Ballinger Road Bridge Replacements | NCDOT (before **M&C**)
- ◆ NCDOT Division 14 Bridge Replacements | NCDOT (before **M&C**)



**Thomas Austin, PE**  
Hydraulics/Scour

#### Years of Experience

|                     |    |
|---------------------|----|
| With <b>M&amp;C</b> | 29 |
| With Other Firms    | 12 |

#### Education

B.S./1983/Civil Engineering/VA Tech

#### Registration

PE/VA #0402030907

#### Memberships

- ◆ American Society of Civil Engineering (ASCE)
- ◆ American Sports Builders Association
- ◆ National Recreation and Park Association (NRPA)

#### Specialties

- ◆ Water & Sewer Systems
- ◆ Project Management
- ◆ Site Development
- ◆ Roadway Design
- ◆ Stormwater Management
- ◆ Storm Sewer Collection Systems
- ◆ Erosion & Sediment Control

#### Experience Overview

Mr. Austin serves as a Senior Project Engineer specializing in hydraulic and hydrologic analysis for roadway, bridge, and development projects. His responsibilities include conducting floodplain encroachment studies using HEC-RAS and HEC-2, developing watershed models with HEC-HMS and other approved methods, performing dam break and spillway capacity analyses, preparing Conditional Letter of Map Revision (CLOMR) applications, and completing scour analyses in accordance with HEC-18 requirements.

#### Representative Projects

- ◆ Titan America – Roanoke Pedestrian Bridge & Parking Area; Troutville, VA | Titan America, LLC
- ◆ Pedestrian Bridge Redesign – Barnhardt Creek; Salem, VA | Pathfinders for Greenways, Inc.
- ◆ West Roanoke River Greenway Pedestrian Bridge; Roanoke, VA | Anderson & Associates, Inc.
- ◆ Catawba Creek Sustainability Center Pedestrian Bridge; Roanoke Co., VA | County of Roanoke



**Timothy Townsend, PE**  
Bridge Design, CA, Cost Est. & CC

#### Years of Experience

|                     |    |
|---------------------|----|
| With <b>M&amp;C</b> | 6  |
| With Other Firms    | 17 |

#### Education

M.S./2006/Civil Engineering – Structural/University of NC at Charlotte

B.S./2002/Civil Engineering/University of NC at Charlotte

#### Registration

PE/VA #60700; PE/NC #34955; PE/SC #37503; PE/TN #123457

#### Specialties

- ◆ Bridge Design
  - Prestressed Concrete
  - Spliced Post-tensioned/Girder
  - Steel (Straight Girder)
  - Steel (Curved Steel)
- ◆ Retaining Wall Design
  - Concrete Cantilever
  - Gabion & Gravity Walls
  - Soldier & Sheet Piles
- ◆ Culvert Design
- ◆ Sound Wall Design
- ◆ Construction Services

#### Experience Overview

Mr. Townsend has over 21 years of experience in bridge design and construction services, including prestressed girder bridge design, steel girder bridge design, and construction falsework design, primarily in Virginia, North Carolina, and South Carolina. He is recognized for delivering projects on time and within budget while fostering strong client relationships.

#### Representative Projects

- ◆ Canal Bridge Pedestrian Crossing for NCDOT Submittal; Burke Co., NC | Burke County Community Development
- ◆ Emergency Inspection of Pedestrian Bridges; Waynesville, NC | Town of Waynesville, NC
- ◆ Middle Fork Greenway Link Park & Trail Bridges; Boone, NC | Interface Environmental Consulting, LLC
- ◆ Dave Lyle Boulevard Pedestrian Bridge (Phases 2 & 3); Rock Hill, SC | City of Rock Hill, SC



**Kaila Stevens, PE**  
Bridge Design

#### Years of Experience

With **M&C**

7

#### Education

B.S./2018/Civil & Environmental Engineering/VA Tech

#### Registration

PE/VA #65436

#### Certifications

- ◆ FHWA-NHI 130055 - Safety Inspection of In-Service Bridges

#### Specialties

- ◆ New Bridge/Structure Design
- ◆ Replacement Bridge Design
- ◆ Bridge Rehabilitation
- ◆ Safety Inspection & Load Rating of Bridges/Structures

#### Experience Overview

Ms. Stevens has six years of experience in bridge and structural engineering. Her design background includes new, replacement, and rehabilitation projects for pedestrian and vehicular bridges across Virginia, North Carolina, and Tennessee, as well as foundations and retaining walls. She is also experienced in bridge and culvert safety inspections, load ratings, and field observation of bridge and structure construction activities.

#### Representative Projects

- ◆ Sidewalk Survey & Design for North Main Street; Hendersonville, NC | City of Hendersonville, NC
- ◆ Canal Bridge Pedestrian Crossing for NCDOT Submittal; Burke Co., NC | Burke County Community Development
- ◆ Middle Fork Greenway Link Park & Trail Bridges; Boone, NC | Interface Environmental Consulting, LLC
- ◆ TDOT Local Programs Development Office (LPDO) Brickyard Park Bicycle-Pedestrian Bridge; Kingsport, TN | TDOT LPDO



**Cyan Belluccia, PE**  
Bridge Design

#### Years of Experience

With **M&C**

8

#### Education

M.S./2020/Structural Engineering and Materials/VA Tech  
B.E./2017/Civil Engineering/The Cooper Union

#### Registration

2021/PE/VA #63911

#### Certifications

- ◆ NHI Bridge Inspection Team Lead

#### Specialties

- ◆ Bridge/Structure Design
- ◆ Bridge/Structure Rehabilitation/Replacement
- ◆ Bridge/Structure Inspection/Load Rating

#### Experience Overview

Ms. Belluccia's professional experience includes structural, bridge, and utility inspections, as well as load ratings. She has also worked on bridge rehabilitation, replacement, and design projects. In addition, she is proficient in AutoCAD and Bentley MicroStation.

#### Representative Projects

- ◆ Middle Fork Greenway Link Park & Trail Bridges; Boone, NC | Interface Environmental Consulting, LLC
- ◆ Big Elkin Creek Pedestrian Bridge; Elkin, NC | Town of Elkin, NC
- ◆ Dave Lyle Boulevard Pedestrian Bridge (Phases 2 & 3); Rock Hill, SC | City of Rock Hill, SC
- ◆ TDOT Local Programs Development Office (LPDO) Brickyard Park Bicycle-Pedestrian Bridge; Kingsport, TN | TDOT LPDO



### PROFESSIONAL CREDENTIALS

Professional Geologist: NC (#3003)

### EDUCATION

Bachelor of Science, Environmental  
Science and Geology, Brevard  
College

### ASHER BLACKMORE, PG GEOTECHNICAL PROJECT MANAGER

Mr. Blackmore is a Geotechnical Staff Project Manager at ECS with experience supporting pedestrian bridge projects across Western North Carolina. He contributes geotechnical expertise to the design and construction of bridge foundations, abutments, and related site improvements, working closely with multidisciplinary teams to address challenging site conditions. Asher's role includes field exploration, soil analysis, and providing recommendations for foundation systems that support pedestrian bridges in complex environments. His collaborative approach and technical knowledge help deliver successful outcomes for bridge projects in both urban and natural settings.

### PROJECT EXPERIENCE

- Fletcher Parks & Rec - Maintenance Building Infiltration, Fletcher, NC
- French Broad Intake & Pump Station, Mills River, NC
- Ray Kisiah Park Improvements, Asheville, NC
- Swannanoa Greenway, Asheville, NC
- City of Marion Community Center Park, Marion, NC



### PROFESSIONAL CREDENTIALS

Professional Engineer: NC  
(#053388), VA, TN, GA, AL, SC

### EDUCATION

Bachelor of Science, Mining  
Engineering, Missouri University of  
Science and Technology

### DOUG CHAPPELL, PE GEOTECHNICAL PRINCIPAL

Mr. Chappell is a Geotechnical Principal with ECS and has experience managing and executing a wide variety of subsurface exploration programs. These projects involved both in-situ and laboratory testing of soil and rock for the design and construction of new facilities and additions to existing structures. He has performed analyses for deep and shallow foundations (settlements and bearing capacity), pavements (section thicknesses), retaining wall design (lateral pressures), slope stability, and site seismic classification.

### PROJECT EXPERIENCE

- Catawba Falls Trail Improvements, Old Fort, NC
- Blue Ridge Parkway, Old Fort, NC
- Laurel Park, Hendersonville, NC
- Ecusta Trail, Hendersonville, NC
- Bent Tree and Crestwood Slope Repairs, Asheville, NC
- 115 Fairview Road - Site Retaining Wall Design, Asheville, NC
- Brewery District Hotel, Asheville, NC

# Resumes



## CAITLÍN ADAMS, MLA, ENV SP

### *Landscape Designer*

Caitlín spent her undergraduate years at Virginia Tech studying Environmental Policy and Planning. During these years she grew passionate about the design of the built environment; understanding the enormous impact it has on the health, vibrancy, and resilience of people and the places they live in. Now, with her MLA, and approximately 3 years as a Landscape Designer, she has gained experience in designing places that are good for people and the environment.



#### **Academic Background**

*Master of Landscape Architecture*  
Virginia Tech, 2024

#### **Professional Background**

*Landscape Designer, Hill Studio*  
2024 to present  
Roanoke, Virginia

*Planning Intern, Town of Blacksburg*  
Fall 2023 & Spring 2024  
Blacksburg, VA

#### **Project Experience**

Heritage Park - Lynchburg, VA  
Dunbar Community Schoolyard - Lynchburg, VA  
Roanoke Biotech Lab - Roanoke, VA  
Beech Mountain New Downtown - Beech Mountain, NC  
Virginia Tech Infinite Loop SE Quad - Blacksburg, VA

## GREG WEBSTER, PLA, ASLA, LEED AP

### *Landscape Architect*

With over 30 years of experience as a landscape architect and designer, Greg has experience in museums, cultural institutions, master planning for business and technology parks, downtown urban design projects, tourist and resort facilities, and major public facilities world-wide.



#### **Academic Background**

*Bachelor of Landscape Architecture*  
Virginia Tech, 1995

#### **Professional Background**

*Landscape Architect, Hill Studio*  
2001 to present  
Roanoke, Virginia

*Landscape Designer, Project Manager*  
**OLIN**  
1994-1998  
Philadelphia, Pennsylvania

#### **Project Experience**

Wasena Bridge - Roanoke, VA  
Roanoke Bridge the Gap Greenway - Roanoke, VA  
Damascus Greenway Bridge - Damascus, VA  
Walnut Avenue Greenway - Roanoke, VA  
Independence Greenway - Independence, VA



## Section 5

### Key Principal

#### Mr. James Voso, PE – Principal-in-Charge

Mr. James Voso, PE will serve as Principal-in-Charge for this bridge design project. He is a Vice President at **Mattern & Craig**, Principal, Head of the Surveying Division, Senior Project Manager, and Office Manager of the Asheville, North Carolina office. Mr. Voso earned his Bachelor of Science degree in Civil/Transportation Engineering from North Carolina State University in 1991 and is a registered professional engineer in North Carolina and South Carolina.

With more than 30 years of design and project management experience, Mr. Voso specializes in traffic engineering, intelligent transportation systems (ITS), and transportation design. His expertise includes signalized intersection and system design, ITS planning and implementation, traffic impact studies, and roadway/transportation design.

From 1991 to 2002, he worked for the North Carolina Department of Transportation (NCDOT), primarily in the Transportation Mobility and Safety Section (TMSS). Since joining **Mattern & Craig** in 2002, he has served as Vice President, Surveying Division Head, and Asheville Office Manager.

Mr. Voso's experience with communities across the region has given him a deep understanding of the challenges smaller towns face in delivering impactful projects. He excels at aligning project goals with budget constraints, keeping work on schedule, and engaging effectively with both municipal staff and residents. His leadership, efficiency, and collaborative approach make him a strong partner to the Town of Spruce Pine.



## Section 6

### Experience and References

The following pages include representative projects highlighting **Mattern & Craig's** experience in new bridge design and bridge replacement design. The selected projects were chosen because at least one aspect of these projects relates to the replacement of the Spruce Pine Pedestrian Bridge. **Mattern & Craig** is proud to serve communities and become an active part of their efforts to improve and maintain their bridge infrastructure.





# Barnhardt Creek Pedestrian Bridge Design

Salem, VA

**Mattern & Craig** provided bridge design services for construction of a new pedestrian bridge crossing Barnhardt Creek along the Roanoke River Greenway. Services consisted of trail design, site design, permitting, and bridge design for a 120' long pre-engineered steel truss pedestrian bridge. Structure utilized cast-in-place abutments founded on micropiles. This project involved VDOT review and approval.



## Contact

Pathfinders for Greenways. Inc.  
Liz Belcher, Greenway Coordinator  
1206 Kessler Mill Road  
Salem, VA 24153  
540.777.6330  
lbelcher@roanokecountyva.gov



# Dave Lyle Boulevard Pedestrian Bridge

Rock Hill, SC

**Mattern & Craig** provided multi-phase design and construction services for a proposed pedestrian bridge over Dave Lyle Boulevard and Norfolk Southern Railroad, located between West Main Street and West White Street in Rock Hill, SC.



The project began with Phase 1, which included the evaluation of alternatives for the concept design of a 120-foot-long pedestrian bridge and a comprehensive stakeholder consensus-building process with the City. This phase also involved the development of the approved concept design from Phase 1 and the submittal of preliminary design plans. Services included a survey, preliminary utility coordination, maintenance-of-traffic evaluation, preliminary bridge and site architecture/landscape design, as well as railroad coordination.



Phase 1A advanced the project through the development of the approved concept design and the preparation of preliminary design plans (approximately 30% complete), including continued utility coordination, maintenance-of-traffic planning, and bridge architectural design.

In Phase 2, the team delivered all final design services, including preparation of bid documents and bidding/negotiation support. This phase involved survey updates, NEPA environmental coordination, detailed utility coordination, geotechnical investigations, maintenance of traffic design, site and bridge lighting design, landscape design, architectural design of elevator and stair towers, extensive railroad coordination, and final bridge design.

Phase 3 consisted of construction phase services, providing construction administration and support through shop drawing reviews, contractor coordination, site observation visits, and preparation of record drawings.

The project was funded by an FHWA “Reconnecting Communities” grant administered by SCDOT.

## Contact

City of Rock Hill, SC  
Ivan McCorkle  
Transportation Project Manager  
803.329.5607  
ivanmccorkle@cityofrockhill.com





# TDOT Local Programs Development Office (LPDO) Brickyard Park Bicycle-Pedestrian Bridge

Kingsport, TN

**Mattern & Craig** provided comprehensive engineering services (survey, NEPA document, design, and bidding) for construction of a bicycle/pedestrian bridge across CSX railroad to connect Centennial Park/downtown to Brickyard Park in Kingsport. Engineering was funded with STBG (federal) funds and was a locally managed project. The City applied for a Transportation Alternatives (“TAP”; federal) grant for construction. The project involved extensive coordination with CSX Railroad and complies with all railroad requirements for aerial bridge crossings.



## Contact

TDOT Local Programs Development Office  
Jalexus Lemon  
Project Manager  
505 Deaderick Street  
James K. Polk Building, 6th Floor  
Nashville, TN 37243  
[jalexus.lemon@tn.gov](mailto:jalexus.lemon@tn.gov)



# Chestoa Bridge Replacement

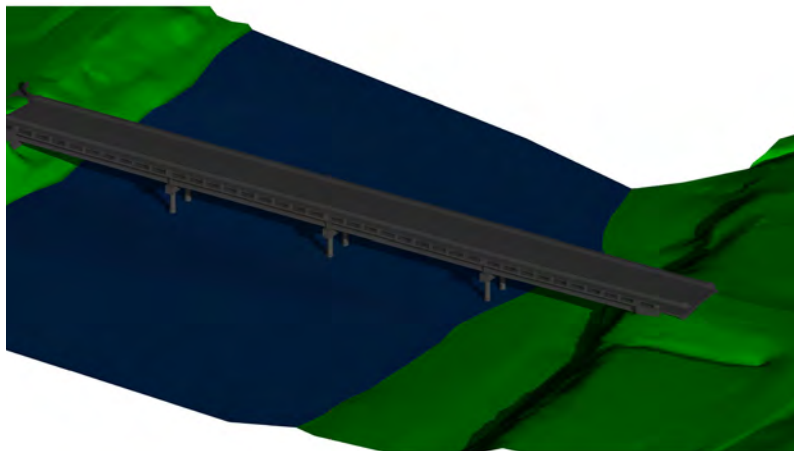
## Unicoi County, TN

The Chestoa bridge (Chestoa Pike over the Nolichucky River) was destroyed in September 2024, as a result of the catastrophic flooding from Hurricane Helene. **Mattern & Craig** assisted Unicoi County with securing funding from FEMA for replacing the bridge and was officially contracted in January 2025 to provide engineering services for the replacement.

**Mattern & Craig's** services included coordinating with the County and FEMA for reimbursement, field survey, hydraulic analysis, design of a replacement structure and roadway approaches, preparation of plats for property acquisition, preparation of permits, preparation of construction documents, advertising & bidding, and construction engineering & inspection (CEI) services.



Remnants of Chestoa Bridge following Tropical Storm Helene



Chestoa Bridge Model - 50% Design Phase

### Contact

Unicoi County, TN  
Garland Evely, Mayor  
100 N. Main Ave. #102  
Erwin, TN 37650  
garlandevely@gmail.com  
423.743.9391



# Big Elkin Creek Pedestrian Bridge

Elkin, NC

**Mattern & Craig** completed a preliminary engineering report for a new pedestrian bridge from the existing trailhead at the Yadkin Valley Heritage & Trails Visitor Center crossing downstream approximately 100 feet south and parallel to the YVRR railroad trestle on Big Elkin Creek including: bridge selection options, location of proposed bridge crossing, schematic level bridge and approach layout, evaluation of constructability issues, and cost estimates for the bridge options.

Based on the selected option, **Mattern & Craig** completed the hydrologic & hydraulic analysis to determine feasibility of “no-rise” condition and final bridge construction plans. Project design included a maximum 130-foot-long, single span, pre-manufactured steel truss pedestrian bridge with a 10-foot-wide concrete deck.

**Mattern & Craig** provided the structural engineering design for the abutments utilizing reinforced concrete abutments supported by H-piles with reinforced concrete approach ramps.

North Carolina Parks provided PER grant funding; the Town is currently seeking funding for construction.



Existing Bridge

## Contact

Town of Elkin  
Leslie Schlender, CEcD  
Economic Development Director  
PO Box 857  
Elkin, NC 28621  
336.258.8907  
lschlender@elkinnc.org



## Proposed Subconsultants' Relevant Projects



### **WILLIAMS ELEMENTARY PEDESTRIAN BRIDGE REPLACEMENT, SWANNANOVA, NC**

ECS completed the limited subsurface exploration, laboratory testing and geotechnical evaluation for the replacement of one of the existing pedestrian bridges at the school that provides pedestrian access from the existing parking lot to the school. The new bridge will be a pre-engineered aluminum alloy bridge with new concrete abutments to replace existing masonry abutments. ECS also performed construction materials testing during the construction of the bridge.

**Dates of Service:** 06/2021 – 02/2023

**Client Contact:** Buncombe County Schools, Tim Fierle, Director of Facilities, tim.fierle@bcsemail.org

**Size of Community:** Population 17, 193 (township) | **ECS Fees:** \$2,850 (geotechnical); \$5,850 (CMT)

**Names of Local Officials:** Tim Fierle, AIA – Buncombe County Schools

### **CATAWBA FALLS TRAIL IMPROVEMENTS – OLD FORT, NC**

ECS provided geotechnical consultation for the Catawba Falls Trail improvements in Old Fort, North Carolina, focusing on the new 55-foot-tall stair tower and its connecting boardwalk. Services included soil borings, geotechnical exploration, and foundation design recommendations for the tower and boardwalk, which traversed steep, irregular terrain. ECS evaluated the stability of supporting boulders for pier footings, advised on foundation types and locations, and assisted with anchor and dowel details to secure the tower to rock. Foundation elements included drilled and grouted micropiles and rock anchors. During construction, ECS performed Quality Control observations and testing for micropile installation, rebar and concrete placement, structural steel, and connections for the stair tower.

**Dates of Service:** 05/2022 – 07/2023

**Client Contact:** TAG Construction | Travis Greene | tag@tagcontractinginc.com

**Size of Community:** Population 3,467 (township) | **Fees:** \$13,000

**Names of Local Officials:** Unknown



HILL  
STUDIO

### **Bridge the Gap Greenway – Roanoke City, VA**

Hill Studio provided landscape architectural services from conceptual design to construction observation for greenway with bridges.

**Dates of Service:** 2016

**Size of Community:** 90,000 (Roanoke City)

**Fees:** \$6.1M

**Client Contact:** City of Roanoke | Luke Pew, City Engineer | luke.pugh@roanokeva.gov

### **Pocahontas Trail and Bridge – Pocahontas, VA**

Hill Studio provided schematic design through Construction Observation for a greenway trail with bridge features.

**Dates of Service:** 2013

**Size of Community:** 250 (Pocahontas, VA)

**Fees:** \$400,000

**Client Contact:** Town of Pocahontas | 276.945.9522



## Section 7

### Proposed Work Plan and Schedule

PROPOSED PROJECT SCHEDULE

| TASKS/SUB-TASKS               | 2025   |        |        | 2026   |        |        |        |        |        |        |        |        |        |        |        | 2027   |        |        |        |        |        |        |        |        |        |        |        | 2028   |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|--|--|
|                               | Sep-25 | Oct-25 | Dec-25 | Jan-26 | Feb-26 | Mar-26 | Apr-26 | May-26 | Jun-26 | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Jul-27 | Aug-27 | Sep-27 | Oct-27 | Nov-27 | Dec-27 | Jan-28 | Feb-28 | Mar-28 | Apr-28 | May-28 | Jun-28 | Jul-28 | Aug-28 | Sep-28 | Oct-28 | Nov-28 | Dec-28 |  |  |  |
| 1 PE Phase                    |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| Consultant Procurement        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| Agreements Signed             |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| Survey                        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| Geotech                       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| Design *                      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| Environmental                 |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
|                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| 2 Utility Coordination/ROW    |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
|                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
| 3 Bidding & Negotiation Phase |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |
|                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |  |  |  |

\*Design phase allows for 30 days of FEMA review at each submittal (30%, 60%, 90%, Final)

Anticipated Advertisement - Spring/Summer 2028

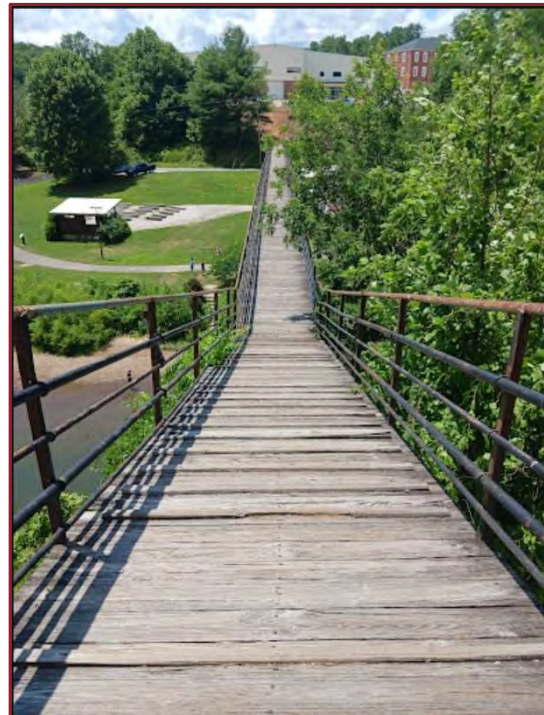


## Section 8

### Acknowledgement of Federal Provisions

**Mattern & Craig** acknowledges **Exhibit A – Federal Provisions for Professional Services Contract** and will comply with all provisions listed below, which will be incorporated into the contract:

1. Termination for Cause and Convenience
2. Equal Employment Opportunity
3. Contract Work Hours and Safety Standards Act
4. Clean Air Act and Federal Water Pollution Control Act
5. Byrd Anti-Lobbying Amendment
6. Suspension and Debarment
7. Procurement of Recovered Materials
8. Prohibition on Contracting for Covered Telecommunications Equipment or Services
9. Domestic Preferences for Procurements
10. Access to Records
11. DHS Seal, Logo, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding
13. No Obligation by Federal Government
14. Program Fraud and False or Fraudulent Statements or Related Acts
15. Socioeconomic Contracting
16. Copyright





## Section 9

### Forms



HILL  
STUDIO

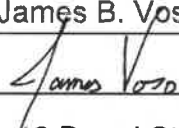
**ATTACHMENT B – CERTIFICATION FORM**

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional consultant services for the Town of Spruce Pine in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: Mattern & Craig, Inc.

BY: (printed name): James B. Voso, PE

SIGNATURE: 

MAILING ADDRESS: 112 Broad St

CITY/STATE/ZIP CODE: Asheville, NC 28801

TELEPHONE NUMBER: 828.254.2201

FAX NUMBER: 540.345.7691

**EXHIBIT C – NON-COLLUSION AFFIDAVIT**

**State of North Carolina  
County of Mitchell**

James B. Voso, PE, being first duly sworn, deposes and says that:

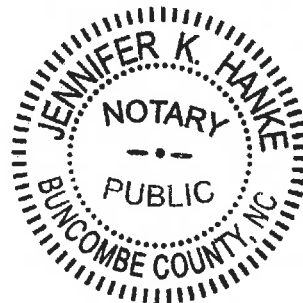
1. He/She is the Vice President, Principal (title) of Mattern & Craig, Inc. (firm's name), the CONSULTANT that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said CONSULTANT nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONSULTANT, firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other CONSULTANT, firm or person to fix the price or prices in the attached response, if applicable, or of any other CONSULTANT, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Spruce Pine or any person interested in the proposed contract.

Signature 

Vice President, Principal  
Title

**NOTARIZE**

Subscribed and sworn to before me,  
This 15th day of September, 2025  
Notary Public J. Hanke  
My Commission Expires: 2/9/27



**EXHIBIT D – E-VERIFY AFFIDAVIT**

**State of North Carolina  
County of Mitchell**

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a response to an RFQ to enter a contract with the Town of Spruce Pine;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☒ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

☐ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

☐ Employ less than twenty-five (25) employees in the State of North Carolina.

4. Specify subconsultant(s) / subcontractor(s):

Hill Studio  
EC8 Southeast

This the 15<sup>th</sup> day of September, 20 25.

Affiant

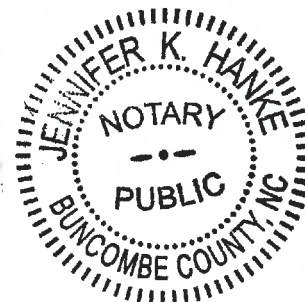
**NOTARIZE**

Subscribed and sworn to before me,

This 15<sup>th</sup> day of September, 20 25

Notary Public J. Hanke

My Commission Expires: 2-9-27



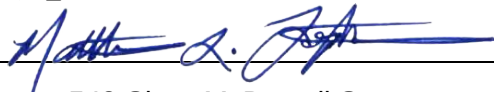
## ATTACHMENT B – CERTIFICATION FORM

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional consultant services for the Town of Spruce Pine in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: ECS Southeast, LLC

BY: (printed name): Matthew Fogleman

SIGNATURE: 

MAILING ADDRESS: 543 Short McDowell Street

CITY/STATE/ZIP CODE: Asheville, NC 28803

TELEPHONE NUMBER: 828.665.2307

FAX NUMBER: --

EXHIBIT C – NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Buncombe

Matthew Fogleman

, being first duly sworn, deposes and says that:

1. He/She is the Director of Strategic Initiatives (title) of ECS Southeast, LLC (firm's name), the CONSULTANT that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said CONSULTANT nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONSULTANT, firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other CONSULTANT, firm or person to fix the price or prices in the attached response, if applicable, or of any other CONSULTANT, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Spruce Pine or any person interested in the proposed contract.

  
Signature

Director of Strategic Initiatives

Title

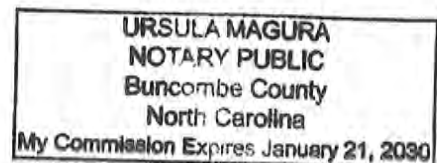
**NOTARIZE**

Subscribed and sworn to before me,

This 12 day of September, 20 25

Notary Public Ursula Magura

My Commission Expires: 1/21/2030



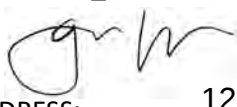
## ATTACHMENT B – CERTIFICATION FORM

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional consultant services for the Town of Spruce Pine in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: Hill Studio

BY: (printed name): Greg Webster

SIGNATURE:  \_\_\_\_\_

MAILING ADDRESS: 120 Campbell Ave, SW

CITY/STATE/ZIP CODE: Roanoke, VA 24011

TELEPHONE NUMBER: 540-342-5263

FAX NUMBER: \_\_\_\_\_

**EXHIBIT C – NON-COLLUSION AFFIDAVIT**

**State of North Carolina**  
**County of Mitchell**

Greg Webster, being first duly sworn, deposes and says that:

1. He/She is the Director of Landscape Architecture (title) of Hill Studio (firm's name), the CONSULTANT that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said CONSULTANT nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONSULTANT, firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other CONSULTANT, firm or person to fix the price or prices in the attached response, if applicable, or of any other CONSULTANT, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Spruce Pine or any person interested in the proposed contract.

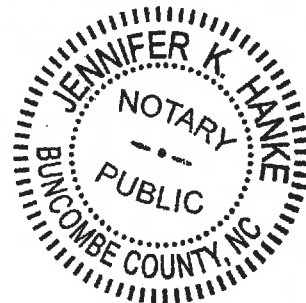
\_\_\_\_\_  
Signature

Director of Landscape Architecture

\_\_\_\_\_  
Title

**NOTARIZE**

Subscribed and sworn to before me,  
This 18<sup>th</sup> day of September, 20 25  
Notary Public J. Hanke  
My Commission Expires: \_\_\_\_\_





12 Broad St. | Asheville, NC 28801 | 828.254.2201

231 16<sup>th</sup> Ave. NE | Hickory, NC 28601 | 828.855.2233

403 East Market St. | Johnson City, TN 37601 | 423.979.2220

429 Clay St. | Kingsport, TN 37660 | 423.245.4970

701 1<sup>st</sup> St. SW | Roanoke, VA 24016 | 540.345.9342

1565 Sam Rittenberg Blvd. | Charleston, SC 29407 | 843.225.8391

SEPTEMBER 2025



STATEMENT OF QUALIFICATIONS

# Engineering & Design Services — Pedestrian Bridge

PREPARED FOR:  
**Town of Spruce Pine**

PREPARED BY:  
**Kimley»Horn**



## Cover Letter

September 24, 2025

Mr. Daniel Stines, Town Manager  
Town of Spruce Pine  
Spruce Pine Town Hall  
11050 South 226 Highway  
Spruce Pine, NC 28777

**Kimley-Horn**  
421 Fayetteville Street  
Suite 600  
Raleigh, NC 27601  
**TEL** 919 677 2000

### **RE: Request for Qualifications (RFQ) for Engineering & Design Services — Pedestrian Bridge**

Dear Mr. Stines and Members of the Selection Committee:

The Town of Spruce Pine requires an exceptionally qualified and experienced consultant to design and manage the pedestrian bridge project to reconnect Riverside Park with downtown Spruce Pine. Kimley-Horn has robust similar experience with bridge replacement projects and pedestrian bridge design for different localities, which makes us an ideal teammate for you to partner with to complete this project. We are eager to offer our qualifications and highlight our capabilities. **Below are key reasons why Kimley-Horn is an ideal choice:**



**Community and Stakeholder Engagement.** Our team prioritizes comprehensive engagement with both the community and stakeholders by using inclusive outreach strategies designed to collect a wide range of perspectives on the items that mean the most for stakeholders, including aesthetics and accessibility. We conduct surveys, public meetings, and use online platforms to facilitate wide-ranging participation and feedback. This collaborative approach enables us to document and integrate community insights effectively, guiding the selection of preferred project alternatives that reflect stakeholder preferences and needs. By prioritizing open communication and responsiveness, we foster strong community relationships and help ensure project success.



**Bridge Replacement and Pedestrian Bridge Experience.** Bridge and roadway design are two of the mainstays of Kimley-Horn's professional practice. Our engineers have worked on a multitude of bridge replacement projects in North Carolina for municipalities, local governments, and the North Carolina Department of Transportation (NCDOT). Our pedestrian bridge portfolio is also extensive, serving localities and municipalities in North Carolina and nationwide. We are well-versed in each phase of project development — from developing preliminary alternatives and conceptual design through final design and construction administration. This experience enables us to readily address a client's needs, schedule, and budget.



**Multidisciplinary Approach.** The Kimley-Horn team offers a multidisciplinary approach by seamlessly integrating expertise across various regulatory and project requirements. Our team has delivered multiple complex, multi-span pedestrian bridges, demonstrating our ability to manage projects with similar span and hydraulic challenges. We also are adept and experienced at navigating the various hydraulic and permitting processes, including National Environmental Policy Act (NEPA), North Carolina Department of Environmental Quality (NCDEQ), US Army Corps of Engineers (USACE) §404/401, and State Historic Preservation Offices (SHPO) — ensuring compliance and smooth project progression. Additionally, we leverage our proven experience in delivering Federal Emergency Management Agency (FEMA) Public Assistance (PA) projects to manage disaster recovery and resilience efforts effectively. Our team specializes in railroad coordination, facilitating effective communication and collaboration with rail authorities to execute rail-related projects efficiently. This comprehensive approach helps ensure that all aspects of complex projects are addressed meticulously, providing reliable and exceptional service to our clients.



**Grant Assistance.** Kimley-Horn excels at providing comprehensive funding and grant assistance, expertly navigating the complexities of FEMA PA grant funding. Our team is proficient in preparing detailed cost estimates, schedules, and narratives necessary to support grant applications, ensuring all documentation meets stringent FEMA requirements. By leveraging our experience and multidisciplinary expertise, we streamline the funding process and maximize potential grant awards for our clients. This comprehensive approach helps ensure projects are well-funded and launched on a solid financial footing.



**Construction Administration Services.** Kimley-Horn provides construction administration services designed to assist with project completion according to schedule and budget. Our experienced team provides diligent oversight and management throughout the construction phase, including contractor coordination, construction reviews, requests for information (RFI) responses, and general compliance with plans and specifications. We prioritize effective communication among all stakeholders to quickly address any issues that may arise, ensuring that our clients achieve their project goals with minimal disruption. By leveraging our deep industry knowledge and commitment to exceptional client service, Kimley-Horn consistently delivers successful construction outcomes that meet or exceed expectations.



**Commitment to Quality.** In addition to a wealth of knowledge and experience on the design and management side, we offer an unmatched commitment to delivering quality construction documents. The commitment to quality at Kimley-Horn runs so deep that we have hosted Continuous Quality Improvement (CQI) Day for more than 20 years. On CQI Day, we invite clients to share stories and experiences that inspire new, innovative approaches to quality. At the beginning of every project, we designate a quality control/quality assurance (QC/QA) manager whose primary focus is to provide a thorough and impartial plan review. In addition to regular plan reviews, the QC/QA manager also dives deeper into the design by challenging the design team at each submittal phase to look at alternatives that often lead to more efficient designs, project cost savings, and conflict avoidance.

Our team looks forward to the opportunity to work with the Town on this project. We are committed to addressing challenges and providing innovative solutions. If you have any questions, please feel free to contact me using the information provided below.

Sincerely,  
**KIMLEY-HORN**

Patrick Cooksey, PE | Project Manager  
919 678 4173 | patrick.cooksey@kimley-horn.com

*Kimley-Horn and our subconsultants are properly registered with the Office of the Secretary of State and the NC Board of Examiners for Engineers and Surveyors (Certificate No. F-0102). Kimley-Horn is prequalified with the NCDOT in both bridge design disciplines, 000023 - Bridges - Spans Over 200' and 000024 - Bridges - Spans Under 200'.*



C-5164, Smith and Sanford Creek Greenway | Wake Forest, NC



## Firm Overview

Kimley-Horn and Associates, Inc. (Kimley-Horn) was founded in 1967 by transportation planners and traffic engineers in Raleigh, NC. Today, we are one of the largest transportation consulting firms in the United States with more than 9,500 employees in 145+ offices. Our solid business management practices have contributed to our steady rise on *Engineering News-Record's* (ENR) list of the top 500 design firms; in 2024, Kimley-Horn ranked 10th in the nation. We offer comprehensive services in the following practice areas:

- 🌲 Bridge Design
- 🌲 Environmental Science
- 🌲 Transportation
- 🌲 Traffic
- 🌲 Transit
- 🌲 Water Resources
- 🌲 Landscape Architecture
- 🌲 Land Development
- 🌲 Urban Planning
- 🌲 Code Updates
- 🌲 Airports/Aviation
- 🌲 Survey

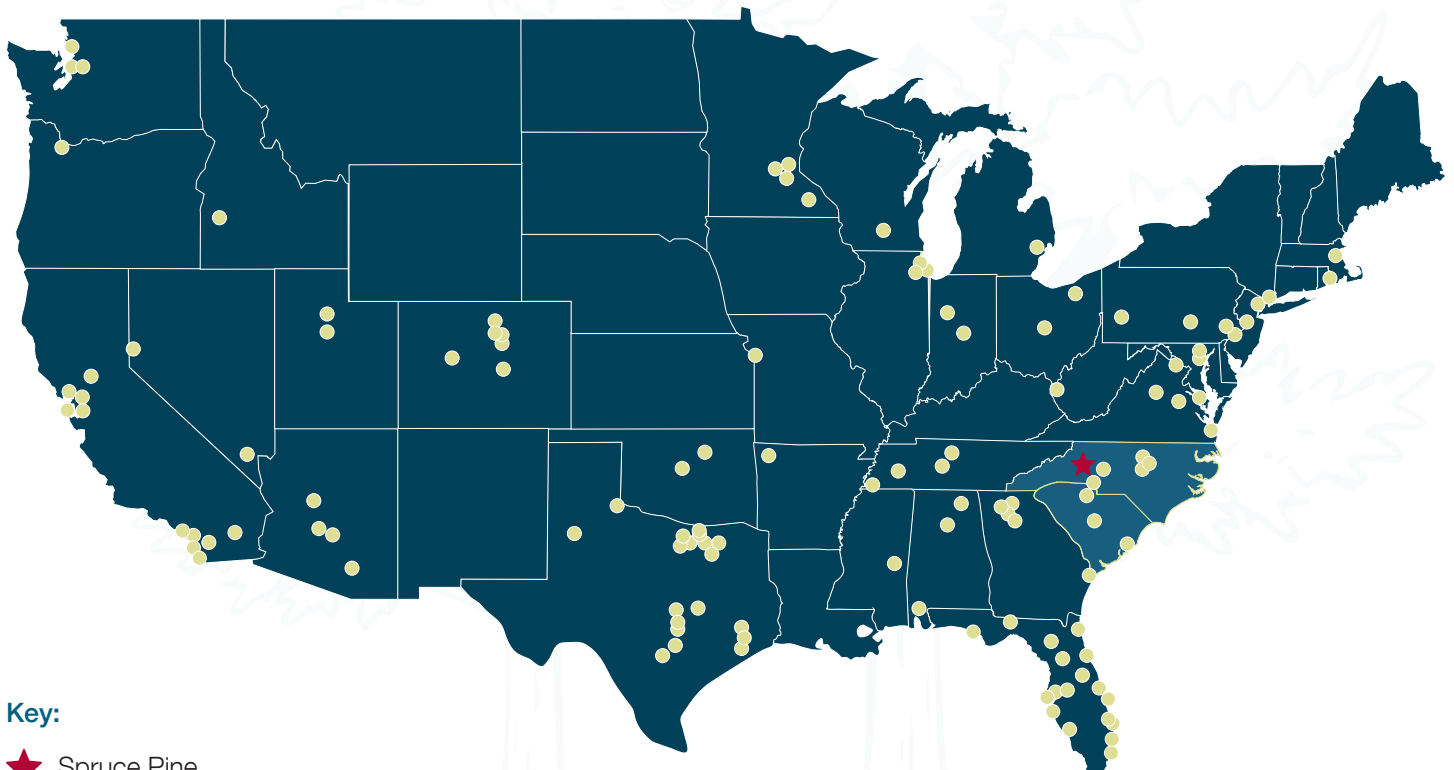
In the Carolinas, Kimley-Horn has 870+ employees in 9 offices that provide transportation planning and engineering, water/wastewater engineering, site planning and design, among other services. Our engineers, landscape architects, urban designers, and planners develop insightful solutions to deliver practical results that consistently exceed our client's expectations.

Kimley-Horn's clients have access to a versatile staff of structural, civil, and transportation engineers, environmental scientists, landscape architects, professional planners, and surveyors. We have partnered with municipalities across the country to craft growth and development plans that balance economic, ecological, and social values. Our team of engineers, urban designers, and planners excel in facilitating stakeholder engagement and evaluating development alternatives.

**Name:** Kimley-Horn and Associates, Inc. (Kimley-Horn)

**Address:** 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 | 919 677 2000 | [patrick.cooksey@kimley-horn.com](mailto:patrick.cooksey@kimley-horn.com)

## OFFICE LOCATIONS



**Key:**

- ★ Spruce Pine
- Kimley-Horn Office



## Firm Capacity and Capability

### FIRM CAPACITY

Kimley-Horn takes a forward-thinking approach to managing workload and capacity, helping ensure we can take on additional work without compromising client service. To support this, we leverage a robust management information system that continuously monitors project performance and productivity across the firm.

A key component of this system is our **Castaheads** tool, which is updated monthly by all project managers.

This tool allows us to forecast staffing needs for the upcoming week, month, and 6 months, enabling us to align resources across multiple contracts proactively. By doing so, we make sure that production staff are used efficiently while meeting all project requirements and client deadlines. This capability is a clear reflection of Kimley-Horn's commitment to exceptional client service and our ability to scale and adapt to the needs of diverse and concurrent engagements.

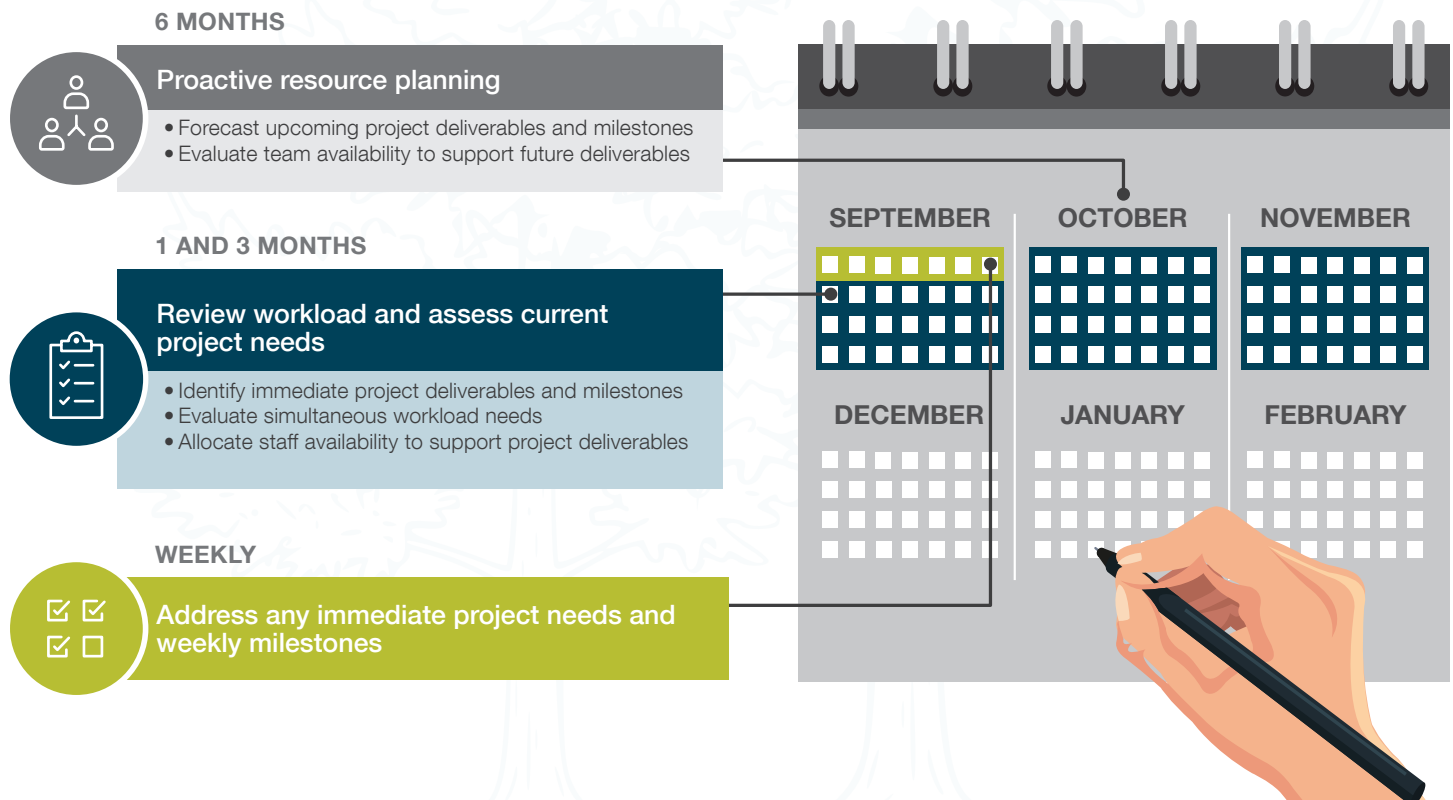
We understand the importance of availability and responsiveness to deliver projects successfully. Kimley-Horn is equipped and structured to provide responsive service and meet your needs. Our firm operates with a "single-business unit" methodology, meaning our various offices do not function as individual cost centers, as seen in other large consulting firms. Based on a review of our Castaheads, our team is available immediately to serve you and successfully manage the project to meet the Town's proposed schedule.

Listed below are some of the projects our structures team is currently working on:

- 🌲 Swift Creek Greenway, Raleigh, NC
- 🌲 U-5760, Big Mill Farm Road and Hopkins Road Improvement Project, Kernersville, NC
- 🌲 I-5715, Structure Design, Huntersville, NC
- 🌲 U-6243 Holly Springs Road Widening, Phase 2 Construction Engineering and Inspection (CEI), Holly Springs NC
- 🌲 Raleigh-Durham International Airport John Brantley Boulevard Re-Configuration, Morrisville, NC

Maintaining a comprehensive understanding of staff workload enables Kimley-Horn to effectively fulfill the Town of Spruce Pine's requirements for this project.

### Castaheads: Project Workload Planning





### FIRM CAPABILITY

Kimley-Horn is the ideal firm to lead and manage your project from inception through completion. With a deep understanding of project requirements, we possess the expertise to help ensure successful project delivery. Our staff is well-versed in local ordinances and regulatory agencies, capable of providing comprehensive hydraulic analysis, and adept at navigating the permitting process. **Additionally, we bring experience in designing pedestrian bridges for various municipalities and guiding them through the construction phase.**

At Kimley-Horn, we have a proven history of successfully delivering FEMA PA projects, which showcases our expertise in navigating complex federal recovery programs. Our team is well-versed in various regulatory frameworks, including NEPA, SHPO, USACE §404/401 permitting, NCDEQ guidelines, and local floodplain development permitting. This familiarity helps ensure that we can comprehensively manage and streamline all necessary compliance processes for your projects.

Our structural engineers develop and detail plans for hundreds of bridges around the country. Comprised of steel, concrete, or timber, these bridges include small pedestrian bridges, single-span stream crossings, large crossings across major water bodies, minor and major interchange bridges, heavy rail, and light rail transit bridges.

In addition to new construction, the bridge practice also includes bridge inspection, aesthetic enhancements, and rehabilitation. From replacing bridge joints and traffic railings to pile jackets and cap strengthening, we provide rehabilitation services in many forms, prolonging the life of bridges and allowing government agencies to accumulate funds for future bridge replacements. Kimley-Horn also performs bridge safety inspections on existing bridges.



Lower Little Sugar Creek Greenway | Mecklenburg County, NC



Cross Charlotte Trail, Brandywine to Tyvola Road | Charlotte, NC



# Technical Approach

## PROJECT MANAGEMENT

The proposed Kimley-Horn team brings a proven track record of delivering complex, multidisciplinary bridge projects with a strong emphasis on collaboration, technical excellence, and client service. Our approach is rooted in proactive communication, integrated team coordination, and a commitment to delivering high-quality work on schedule and within budget.

**Patrick Cooksey, PE**, will serve as the project manager. Patrick brings significant expertise in managing infrastructure projects, including pedestrian bridge replacements that require coordination across structural, hydraulic, geotechnical, and environmental disciplines. He has led the design and management of multiple pedestrian bridge projects, several of which involved complex geometric constraints and rigorous hydraulic modeling requirements. Patrick will be responsible for overall project execution, contract management, resource allocation, and schedule adherence. His leadership will ensure that all deliverables meet rigorous quality standards and align with the Town's goals and FEMA Consensus-Based Codes, Specifications, and Standards (CBCSS).

**Jason Claudio-Diaz, PE, CFM**, will provide senior-level oversight, reviewing the project holistically with each discipline lead to ensure seamless execution from kick-off through final deliverables. His experience managing similar bridge and greenway projects will help anticipate challenges, streamline decision making, and help ensure compliance with all federal, state, and local requirements.

Our multidisciplinary team includes expertise in structural, geotechnical, hydraulic/hydrologic, civil/site, landscape architecture, Americans with Disabilities Act (ADA)/Public Right-of-Way Accessibility Guidelines (PROWAG) accessibility, grant administration, and construction inspection. Regular coordination meetings will be held with Town staff, stakeholders, and subconsultants to maintain alignment on objectives, schedule, and deliverables.

## FUNDING AND GRANT ASSISTANCE

Kimley-Horn is experienced in navigating the intricacies of FEMA grant funding and our expertise will help ensure the Town's projects will be adequately funded and reimbursed. We bring a proven track record of successful project applications and reimbursement approvals. We understand the importance of thorough documentation, strategic planning, and compliance with FEMA requirements. From initial project scoping to final closeout, our team will provide comprehensive support.

## SITE ASSESSMENT

The first step will be a comprehensive review and assessment of existing conditions within the project corridor. This foundational work will inform all subsequent design and analysis tasks. **Our team will conduct a physical assessment of the project area to identify key constraints and opportunities, including:**

- 🌲 Evaluating the remnants of the former footbridge and any existing infrastructure
- 🌲 Identifying topographic challenges and ADA compliance considerations
- 🌲 Assessing proximity to the railroad and potential right-of-way (ROW) conflicts
- 🌲 Reviewing floodplain and floodway boundaries
- 🌲 Documenting environmental features such as wetlands, streams, and vegetation

We will conduct an initial field survey to determine the extent of damage and document all observed conditions with photographs, Global Positioning System (GPS) coordinates, maps, and narrative descriptions. Pre-disaster documentation, such as maintenance records, inspection reports, and photos, will be gathered and examined to establish the condition of the former structure before the event.



C-5164, Smith and Sanford Creek Greenway | Wake Forest, NC



### METHOD OF REPAIR STATEMENT AND ALTERNATIVES ANALYSIS

To ensure FEMA PA reimbursement, our team will prepare a detailed Method of Repair Statement prior to the start of design.

#### This will include:

- ✳ Exploring multiple alternatives, including restoration to pre-disaster conditions and more resilient designs that address post-disaster realities and future hazard resistance
- ✳ Developing at least three code-compliant conceptual bridge alternatives, evaluating materials, span type, and width to meet all applicable loading requirements
- ✳ Providing life-cycle cost, maintenance, and constructability comparisons for each alternative
- ✳ Analyzing design changes required by Federal, State, and Local requirements, including FEMA CBCSS
- ✳ Recommending a preferred method of repair for the new pedestrian bridge with justification based on cost, technical feasibility, and code compliance

Planning-level opinions of probable cost (OPC) will be developed for each alternative. Our team will provide schedules and supporting narratives required for FEMA PA grant funding, helping ensure all documentation meets federal Uniform Guidance standards (2 CFR Part 200).



BL-0024, Cary Parkway Sidewalk at Black Creek | Cary, NC  
\*Photo courtesy of Volkert, Inc.

### Community and Stakeholder Engagement

We will conduct inclusive outreach through surveys, public meetings, and online platforms to gather input on alignment, aesthetics, and accessibility. Stakeholder feedback will be documented and incorporated into the selection of the preferred alternative.

### Final Design

Upon selection of the preferred alternative, our team will advance the design to full construction documents, including plans, specifications, and sealed calculations that cite all relevant current hazard-resistant FEMA CBCSS. All final designs will conform to the Town of Spruce Pine standards and specifications, PROWAG and ADA requirements, and any applicable NCDOT and American Association of State Highway and Transportation Officials (AASHTO) standards.

Our typical process includes interim design submittals at the 30%, 60%, and 90% stages, allowing for Town review and input at key milestones. However, we also have extensive experience expediting design delivery with minimal interim reviews when project urgency or Town preference requires it. We are flexible and can tailor our design process to meet the Town's needs and schedule best.



BL-0024, Cary Parkway Sidewalk at Black Creek Photo Simulation | Cary, NC

### Permitting

Obtaining all necessary environmental, floodplain, and construction permits will be a priority. Securing an erosion and sediment control permit from NCDEQ will be essential due to the project's proximity to the North Toe River and sensitive habitats. Our team will prepare detailed erosion control plans and coordinate closely with NCDEQ to ensure compliance and minimize impacts to water quality during construction. We will handle Historic Preservation (EHP) reviews and SHPO consultation as needed to meet all regulations before starting construction.



### **Environmental Responsibility**

Our team recognizes that the proposed alignment is located in the North Toe River floodplain. Consequently, our environmental team will lead the permitting process and coordinate with the USACE and NCDEQ to secure Section 404 and 401 permits. We will also evaluate potential impacts to riparian habitat and wetlands and prepare documentation under the NEPA and Section 7 of the Endangered Species Act (ESA), if required.

### **Hydraulic Design and Floodplain Permitting**

As mentioned above, this project corridor is located within the North Toe River floodplain. Our hydraulics engineers have great familiarity with streams located in urban settings and will use the information provided by our environmental engineers to determine if the project design will require floodplain mitigations. Our hydraulic engineers will analyze this crossing to create a “no-rise” condition in the floodplain.

After the design is completed, the team will work with the local floodplain administrator to secure a floodplain development permit. Based on our work with various greenway design projects, we are familiar with the floodplain coordination required to permit such a project.



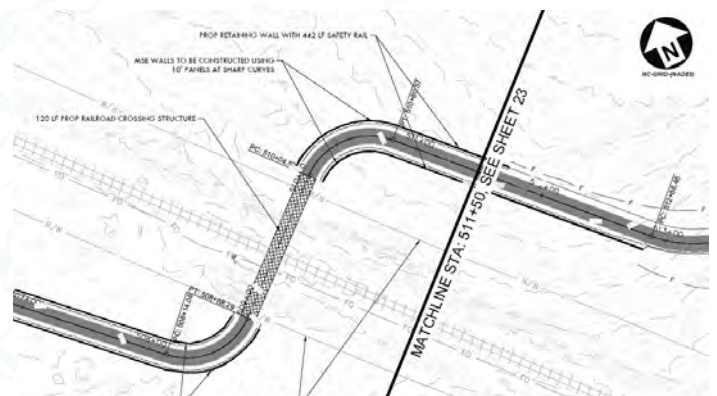
C-5164, Smith and Sanford Creek Greenway | Wake Forest, NC

### **Structural Design**

Our team of structural engineers has experience with designing pedestrian structures throughout North Carolina. Depending on preliminary analysis conducted by Kimley-Horn's environmental and hydraulic teams, our structural team will determine the most cost-effective alternative to cross the North Toe River floodplain and CSX railroad. Our structural team is prepared to deliver an optimal design that safeguards delicate environmental areas and offers the most practical solution.

### **CSX Coordination and Encroachment Agreement**

Given the project's proximity to the CSX railroad corridor, our team recognizes that coordination with CSX Transportation will be a critical component of the design and permitting process. We anticipate that an encroachment agreement will be required for any work within the railroad ROW, including bridge foundations, access, or construction activities. Our team possesses substantial expertise in securing railroad permits and will proactively engage with CSX at the outset to define requirements, facilitate design reviews, and guarantee compliance with all safety and operational standards. We will prepare and submit all necessary documentation for the encroachment agreement and work proactively to minimize project delays related to railroad coordination.



Swift Creek Greenway, Design Phase 1 | Wake County, NC

### **Bid and Construction Phase Services**

Kimley-Horn will develop contract documents, including technical specifications conforming to the standard NCDOT format, an itemized bid proposal, and an engineer's opinion of probable construction cost (OPCC). We will assist the Town with bid advertisement, attend the pre-bid meeting, respond to contractor questions, prepare addenda, and finalize bid tabulation.

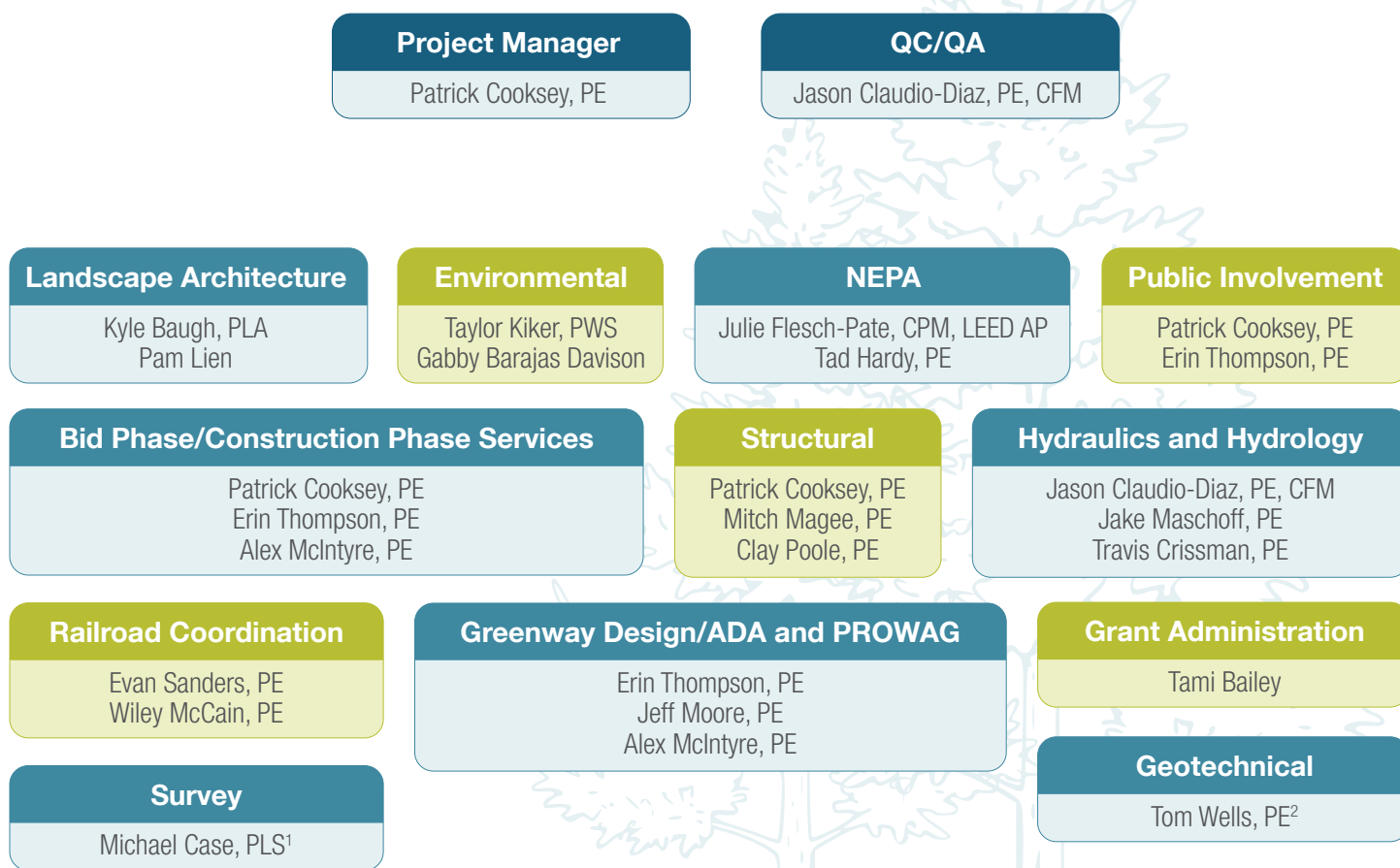
Our construction phase services include full-time on-site observation, review and approval of pay estimates, change-order evaluation, punch list coordination, and materials testing. At project completion, we will provide a sealed Engineer Certification of CBCSS Compliance, as required by the RFQ.



## Project Team

We have selected a team of seasoned professionals who offer the high level of responsiveness you need for this project. The depth of our staff in the required areas of expertise and our familiarity with your needs will allow us to maximize our coordination efforts while integrating resources, adhering to project schedules, and managing the budget effectively. With these processes in place, we can meet the technical and staffing needs anticipated for this contract. **As demonstrated on the organization chart and resumes of our team members, Kimley-Horn has assembled a team of highly qualified individuals with extensive experience in the technical disciplines required for this project.**

### Town of Spruce Pine



### Subconsultants

1. CES Group
2. Terracon



## RESUMES



### PATRICK COOKSEY, PE

*Project Manager; Bid Phase/Construction Phase Services: Structural; Public Involvement*

Patrick offers 14 years of structural engineering experience, specializing in bridge design, plan production, and project related specifications. He has designed bridges and managed projects across the country. Patrick has worked with various bridge types, including stream and overpass crossings, bridge rehabilitations and replacements, pedestrian/multi-use trails, and staged construction. He has extensive experience in construction administration for bridge projects, including reviewing shop drawing submittals and responding to RFIs. His involvement in numerous bridge projects has equipped him with the ability to identify and solve problems for owners quickly.

#### Relevant Experience

- ▲ Carolinas Medical Center (CMC) Main Campus Improvements for Little Sugar Creek Greenway, Charlotte, NC
- ▲ Cross Charlotte Trail, Charlotte, NC
- ▲ EB-5539, South Tar River Greenway Phase 3, Greenville, NC
- ▲ Beacon Development Pedestrian Bridge, Raleigh, NC
- ▲ Hodges Street Final Design, Raleigh, NC
- ▲ EB-6037C, Downtown Greenway Phase 4 and A&Y Greenway, Greensboro, NC
- ▲ Lakeside Community Trail, Henrico County, VA
- ▲ Fall Line Trail, Brook and Hilliard Trail Segment, Henrico County, VA

#### Professional Credentials

MCE, University of Virginia  
BS, Civil Engineering,  
University of North Carolina  
at Charlotte  
Professional Engineer in NC,  
GA, MI, and VA

Patrick is the design lead  
for this project.



### JASON CLAUDIO-DIAZ, PE, CFM

*QC/QA; Hydraulics and Hydrology*

Jason has 21 years of experience as a lead project engineer for mitigation and non-mitigation stream and wetland projects. He has completed restoration projects in various states, including North Carolina, South Carolina, Georgia, Oklahoma, Tennessee, Texas, and West Virginia. His work experience includes urban, suburban, and rural watersheds. Jason's primary responsibilities are project management, feasibility studies, planning, data collection, credit determination, leading design, hydraulic modeling, construction document preparation, permitting, and construction phase services. He has led design on projects in nine states—in rural and urban settings and in varying climatic areas. Jason uses a multidisciplinary approach to solve project problems and implement creative solutions.

#### Relevant Experience

- ▲ Cross Charlotte Trail, Charlotte, NC
- ▲ Lower Little Sugar Creek Greenway, Mecklenburg County, NC
- ▲ Walker Branch Greenway, Charlotte, NC
- ▲ McDowell Creek Greenway, Huntersville, NC
- ▲ Briar/Little Hope Greenway, Charlotte, NC
- ▲ C-5537, Barton Creek Greenway, Charlotte, NC
- ▲ Stewart Creek, Tributary 2 Greenway, Charlotte, NC
- ▲ Anne Close Greenway Bridge Repair, Fort Mill, SC

#### Professional Credentials

BS, Environmental  
Engineering, North Carolina  
State University  
Professional Engineer in NC,  
SC, TX, and WV  
Certified Floodplain Manager



### Professional Credentials

BS, Landscape Architecture,  
Purdue University

Professional Landscape  
Architect in NC and SC

American Society of  
Landscape Architects

## KYLE BAUGH, PLA

### Landscape Architecture

With 18 years of experience, Kyle has spent his career focusing on urban design, master planning, parks and trails, transit-oriented design, and regional/area planning. He has worked on a range of public- and private-sector projects, including award-winning park projects, strategic corridor studies, transit station area planning and design, and large-area land use plans. His portfolio also encompasses private mixed-use developments and high school, university, healthcare, and corporate campuses. Kyle's experience includes downtown revitalization planning and design work that has led to multiple awards and national recognition.

### Relevant Experience

🌲 BL-0008, Clear Creek Greenway,  
Hendersonville, NC

🌲 Cross Charlotte Trail, Charlotte, NC

🌲 Lower Little Sugar Creek Greenway,  
Mecklenburg County, NC



### Professional Credentials

BLA, Pennsylvania State  
University

## PAM LIEN

### Landscape Architecture

Pam is a landscape architect analyst with experience working on residential, industrial, and mixed-use developments. She is passionate about designing urban and community-based projects that focus on connecting people and nature. Her goal is to create more meaningful places for all users while supporting biodiversity.

### Relevant Experience

🌲 Cornelius Downtown Master Plan, NC

🌲 Lewisville Unified Development Ordinance  
(UDO) Rewrite, NC

🌲 East Village Amenity Area, Charlotte, NC

🌲 Greer UDO, SC

🌲 Engineering Design Services for Nutwood  
Avenue Bicycle and Pedestrian Mobility  
Improvements, Fullerton, CA



### Professional Credentials

MS, Earth Sciences,  
University of North Carolina  
at Charlotte

BS, Environmental  
Technology, North Carolina  
State University

Professional Wetland Scientist

## TAYLOR KIKER, PWS

### Environmental

As an environmental scientist, Taylor has 6 years of experience in wetland and stream delineations; Clean Water Act 404/401 permitting; rare, threatened, and endangered species habitat assessment and surveys; aquatic resources restoration; and mitigation monitoring. She has worked on numerous projects for public and private sector clients, including the City of Charlotte, Mecklenburg County, NCDOT, and various municipalities and private developers in North Carolina and South Carolina. Taylor is proficient in ArcGIS for general spatial analysis and GPS for field data collection.

### Relevant Experience

🌲 BL-0008, Clear Creek Greenway,  
Hendersonville, NC

🌲 Briar/Little Hope Greenway, Charlotte, NC

🌲 Cross Charlotte Trail, Charlotte, NC

🌲 BL-0060, Clarke Creek Greenway Design,  
Concord, NC



## GABBY BARAJAS DAVISON

### *Environmental*

Gabby is an environmental analyst specializing in GPS and Geographic Information Services (GIS) technologies; geospatial data collection and management; stream, wetland, and riparian buffer delineation; vegetative communities assessment; and rare, threatened, and endangered species habitat assessment and surveys.

### Professional Credentials

BS, Environmental Science,  
North Carolina State  
University

### Relevant Experience

- 🌲 Briar/Little Hope Greenway, Charlotte, NC
- 🌲 BL-0060, Clarke Creek Greenway Design, Concord, NC
- 🌲 C-5606-K, Rankin Lake to Tech Park Greenway, Gastonia, NC
- 🌲 EB-5818, Statesville Greenway, Statesville, NC
- 🌲 Pineville Greenway Connection from McCullough Neighborhood to Jack Hughes Park, Pineville, NC



## JULIE FLESCH-PATE, CPM, LEED AP

### *NEPA*

Julie has more than 30 years of experience delivering complex transportation and infrastructure projects with a focus on environmental compliance, regulatory strategy, and public outreach. She is proven leader in managing all aspects of NEPA/State Environmental Policy Act (SEPA) processes, permitting, and interagency coordination to ensure full environmental compliance across project life cycles. Julie develops and implements comprehensive public involvement strategies that foster transparency, build stakeholder trust, and support informed decision making.

### Professional Credentials

MBA, Meredith College  
BS, Biochemistry,  
Oakland University  
Certified Public Manager  
LEED AP

### Relevant Experience

- 🌲 BL-0086, Hickory Ridge Road Sidewalk Project, Harrisburg, NC
- 🌲 BL-0016 Harmon Lane Sidewalk Design, Kernersville, NC
- 🌲 Bridge Street Sidewalks, Fuquay-Varina, NC
- 🌲 Farmers Road Extension, Fayetteville, NC



## TAD HARDY, PE

### *NEPA*

Tad has 12 years of experience specializing in NEPA documentation preparation and feasibility studies. He has been involved in preparing multiple levels of environmental documentation for a variety of projects including roadway widenings, complex interchange improvements, and new location roadways that are needed to serve business parks and light industrial complexes. Tad also has provided noise data collection and analysis services for projects in North Carolina and throughout the nation.

### Professional Credentials

MS, Civil Engineering,  
Clemson University  
BS, Civil Engineering,  
Clemson University  
Professional Engineer in NC  
and SC

### Relevant Experience

- 🌲 C-5567, East Lyon Station Greenway Extension, Butner, NC
- 🌲 EB-5011, Bearskin Creek Greenway, Monroe, NC
- 🌲 Stewart Creek, Tributary 2 Greenway Charlotte, NC
- 🌲 EB-5777, McDowell Creek East Greenway, Cornelius, NC



## Professional Credentials

MS, Civil Engineering,  
University of Kentucky

BS, Civil Engineering,  
University of Kentucky

BS, Mathematics, University  
of Kentucky

Professional Engineer in NC  
KY, SC, and WV

## ERIN THOMPSON, PE

*Bid Phase/Construction Phase Services; Greenway Design/ADA and PROWAG;  
Public Involvement*

Erin's passion is partnering with municipalities as a trusted advisor to implement each Town's specific and individual goals. She specializes in roadway, streetscape, and multi-use path design, horizontal and vertical geometry design, hydraulic design, and erosion and sediment control design. Erin has provided infrastructure design services for numerous North Carolina municipalities.

### Relevant Experience

🌲 C-5164, Smith and Sanford Creek  
Greenway, Wake Forest, NC

🌲 EB-5539, South Tar River Greenway,  
Phase 3, Greenville, NC

🌲 EB-6021, Beaver Creek Greenway,  
Apex, NC

🌲 EB-5121B, Gary Shell Cross-City Trail,  
Wilmington, NC



## Professional Credentials

MS, Civil Engineering,  
University of Massachusetts,  
Amherst

BS, Environmental  
Engineering, Clemson  
University

Professional Engineer in NC

## ALEX MCINTYRE, PE

*Bid Phase/Construction Phase Services; Greenway Design/ADA and PROWAG*

Alex has 8 years of experience on a variety of sidewalk, greenway, trail, and multi-use path projects across the state for the City of Charlotte, NCDOT, private developers, and other surrounding municipalities. She has been instrumental in completing preliminary multi-use trail layout and planning, final trail design, hydraulic design, and working through complicated stormwater and environmental permits for numerous trail projects. Alex offers experience in erosion and sediment control plan design, contract and bid proposal preparation, cost estimating, and performing hydrologic and hydraulic calculations.

### Relevant Experience

🌲 CMC Main Campus Improvements for  
Little Sugar Creek Greenway,  
Charlotte, NC

🌲 Briar/Little Hope Greenway, Charlotte, NC

🌲 BL-0008, Clear Creek Greenway,  
Hendersonville, NC

🌲 Cross Charlotte Trail,  
Charlotte, NC



## Professional Credentials

MS, Structural Engineering,  
Virginia Polytechnic Institute  
and State University

BS, Civil Engineering, Virginia  
Polytechnic Institute and State  
University

Professional Engineer in NC,  
TN, TX, and VA

## MITCH MAGEE, PE

*Structural*

Mitch has 9 years of structural engineering experience, specializing in bridge design and production of plans and specifications. His project experience includes various bridge types including stream crossings, pedestrian/multi-use trails, interchange construction, and freight rail. Mitch specializes in curved-steel plate girders, prestressed concrete girders, and substructure elements. He also has extensive experience with retaining wall design and vessel collision applications. Mitch is well-versed in NCDOT design practices and policies and has been involved in multiple aspects of a project from concept development through final construction.

### Relevant Experience

🌲 BL-0024, Cary Parkway Sidewalk at  
Black Creek, Cary, NC

🌲 BL-0026, O'Kelly Chapel Road RTP Trail  
Connection, Durham, NC

🌲 Briar/Little Hope Greenway, Charlotte, NC

🌲 Cross Charlotte Trail, Orr Road to Rocky  
River Road, Charlotte, NC



## Professional Credentials

MS, Civil Engineering, North Carolina State University

BS, Civil Engineering, North Carolina State University

Professional Engineer in NC

## CLAY POOLE, PE

### Structural

Clay has 10 years of structural engineering experience planning and designing bridge projects. He has delivered numerous bridge projects for NCDOT and other state and municipal governments nationwide. Clay has experience with various bridge types, including stream and railroad crossings, pedestrian/multi-use trails, and grade separations. He is well versed in NCDOT design practices and policies and has been involved in multiple aspects of a project, including concept development, hydraulic coordination, and constructability and interdisciplinary reviews.

### Relevant Experience

🌲 BL-0008, Clear Creek Greenway, Hendersonville, NC

🌲 Bean Shoals Progressive Design-Build, Pilot Mountain, NC

🌲 EB-6037C, Downtown Greenway Phase 4 and A&Y Greenway, Greensboro, NC

🌲 Dunn Creek Greenway Wake Forest, NC



## Professional Credentials

BS, Civil and Environmental Engineering, University of Iowa

Professional Engineer in NC, SC, and VA

## JAKE MASCHOFF, PE

### Hydraulics and Hydrology

Jake offers 12 years of experience in managing and producing a range of stormwater and stream restoration projects. He is thoroughly familiar with the steps required to assess and design stormwater systems while being cost-effective, including permitting and coordination with FEMA and local floodplain review agencies. Many projects Jake has completed require complex decision making and creativity. Through his experience, He has developed an understanding of the necessary steps to help clients meet their stormwater and natural channel design needs. Jake is proficient in hydrology and hydraulics, FEMA permitting and in modeling software packages, such as HEC-RAS, HEC-HMS, and ArcGIS.

### Relevant Experience

🌲 BL-0008, Clear Creek Greenway, Hendersonville, NC

🌲 Lower Little Sugar Creek Greenway, Mecklenburg County, NC

🌲 CMC Main Campus Improvements for Little Sugar Creek Greenway, Charlotte, NC

🌲 Briar/Little Hope Greenway, Charlotte, NC



## Professional Credentials

BS, Civil Engineering, North Carolina State University

Professional Engineer in NC, PA, SC, and VA

## TRAVIS CRISSMAN, PE

### Hydraulics and Hydrology

Travis's career spans 24 years and has focused primarily on stormwater infrastructure planning and implementation. He has provided a variety of types of analysis and design of stormwater conveyance systems, including analysis and design of tens of thousands of feet of public and private stormwater conveyance. Travis has worked with many municipal governments in the region to develop watershed master plans, install new and improve existing drainage infrastructure, replace and upgrade roadway culvert systems, and provide emergency repairs following weather disasters.

### Relevant Experience

🌲 Horespen Creek Watershed Master Plan and Program Management, Greensboro, NC

🌲 Bean Shoals Progressive Design-Build, Pilot Mountain, NC

🌲 Ailey Young Park Improvement, Wake Forest, NC

🌲 BL-0016, Harmon Lane Sidewalk Design, Kernersville, NC



## Professional Credentials

MS, Civil Engineering,  
Florida State University

BS, Civil Engineering,  
Florida State University

Professional Engineer in NC,  
CA, FL, GA, and SC

## EVAN SANDERS, PE

### *Railroad Coordination*

Evan has 15 years of experience performing structural design and detailing for Class I freight rail bridges, permanent retaining structures, and temporary support structures. His areas of expertise include the design and detailing of multi-span rail structures, complex rail structures, movable spans; experience in the design of timber, concrete, pre-cast concrete, steel and complex steel structures; structure inspection, design, and detailing for emergency and maintenance repairs of existing bridges for roadway and freight rail; and the development of design, details, and construction sequencing for accelerated bridge construction.

### Relevant Experience

Transforming Rail in Virginia – Franconia-Springfield Bypass, Fairfax County, VA

Transforming Rail in Virginia – Manassas Line Transaction Support, Richmond, VA

Transforming Rail in Virginia – Ettrick Station Improvements, Petersburg, VA

Transforming Rail in Virginia – New River Valley Passenger Rail, Blacksburg, VA



## Professional Credentials

BS, Civil Engineering  
Technology, Kennesaw State  
University

Professional Engineer in NC  
and GA

## WILEY MCCAIN, PE

### *Railroad Coordination*

Wiley has 26 years of experience in railroad engineering. He has handled projects of all types and sizes, from passenger stations, rail line consolidations, crossing closures, and construction phasing, to joint freight-commuter operations, agreement support for corridor sales, high-speed rail projects, and more. Before joining Kimley-Horn in 2022, Wiley spent more than two decades at Norfolk Southern Railway, where he learned firsthand what railroad systems look for in their projects and how to facilitate coordination with private or public entities.

### Relevant Experience

Charlotte Area Transit System (CATS)  
Red Line 15% Design, Charlotte, NC

Transforming Rail in Virginia - New River Valley Passenger Amtrak Extension to Christiansburg, VA

Transforming Rail in Virginia – Richmond Layover Facility, VA



## Professional Credentials

BS, Civil Engineering, North  
Carolina State University

Professional Engineer in NC  
and SC

## JEFF MOORE, PE

### *Greenway Design/ADA and PROWAG*

Jeff has 31 years of experience with multi-use trail, streetscape, roadway, roundabout, and environmentally sensitive projects. He recently led successful multi-use trail design projects for the Cities of Raleigh and Wilmington as well as the Towns of Carrboro and Greenville. Jeff has managed numerous projects for North Carolina municipalities and worked on more than 110 TIP projects for NCDOT, including greenway design, environmental permitting, interchange design, freeway design, urban widening, bridge replacements, and NEPA documentation.

### Relevant Experience

BL-0024, Cary Parkway Sidewalk at Black Creek, Cary, NC

C-5164, Smith and Sanford Creek Greenway, Wake Forest, NC

EB-5539, South Tar River Greenway, Phase 3, Greenville, NC

EB-5121B, Gary Shell Cross-City Trail, Wilmington, NC



## Professional Credentials

BS, Psychology, Truman State University

## TAMI BAILEY

### Grant Administration

Tami brings 15 years of professional grants experience in grant administration services. She served as the grants manager for Collier County, FL where she successfully authored grant applications for federal, state, and local funders. During her tenure, Tami authored/co-authored grants totaling more than \$91 million for Collier County. Her extensive expertise in grants management is demonstrated by her impressive track record in securing and allocating funds. Tami's skills in strategic planning, fiscal oversight, and team leadership have had a notable impact on previous organizations, securing vital funding for key initiatives.

### Relevant Experience

- Community Development Block Grant Mitigation (CDBG-MIT) Recovery Projects from Hurricane Irma, Collier County, FL\*
- Hazard Mitigation Grant Program (HMGP) Recovery from Missouri River Flooding, Multiple Counties, SD\*

\* Projects completed prior to joining Kimley-Horn.



## Professional Credentials

AAS, Civil Engineering, Asheville-Buncombe Technical College

Professional Land Surveyor in NC and SC

## MICHAEL CASE, PLS | CES GROUP

### Survey

Michael has extensive knowledge and 49 years of experience in various areas of land surveying services. His areas of practice include transportation, environmental, residential land development, water/wastewater resources, and telecommunications. Michael's responsibilities include project management, budgetary control, and overall QC/QA for a variety of boundary, topographic, construction, control, and GPS survey projects for private, public, and federal clients. In addition, his personal experience encompasses planning studies, mapping, quality assurance, and construction layout as well as review of numerous large and complex public, municipal, residential, commercial, and industrial projects.

### Relevant Experience

- US 301 over Four Hole Swamp, Santee, SC
- Richland County Conservation Commission Bridge Replacement, Hopkins, SC
- S-133 (Crow Creek Road) over Crow Creek Bridge Replacement, Pickens, SC
- I-3802A Design Build (I-85), Concord, NC



## Professional Credentials

BCE, North Carolina Agricultural and Technical State University

Professional Engineer in NC, AL, GA, MD, SC, TN, and VA

## TOM WELLS, PE | TERRACON

### Geotechnical

Tom offers more than 24 years of progressive experience in the engineering industry, including 18 years providing geotechnical services. His responsibilities have included serving as the geotechnical engineer of record and managing hundreds of transportation projects throughout North Carolina. Tom's experience includes subsurface investigations, foundation design for structures, retaining walls, and roadways, cut and fill slopes, pavement design, and subgrade chemical stabilization.

### Relevant Experience

- Penny Road Greenway, High Point, NC
- Crabtree Creek Greenway Boardwalk, Raleigh, NC
- Salem Parkway Multi-Use Paths, Winston-Salem, NC
- Pedestrian Tunnel under Norfolk Southern at University of North Carolina Greensboro, NC



## Key Principal

Joseph Racer, PE, will be the key principal for this project and has authority to bind the firm.



CMC Main Campus Improvements for Little Sugar Creek Greenway | Charlotte, NC



C-5164, Smith and Sanford Creek Greenway | Wake Forest, NC



# Experience and References

## SIMILAR EXPERIENCE

We have more than 15 years of relevant design experience. All projects shown were completed in the past 15 years.

### BL-0024, CARY PARKWAY SIDEWALK AT BLACK CREEK

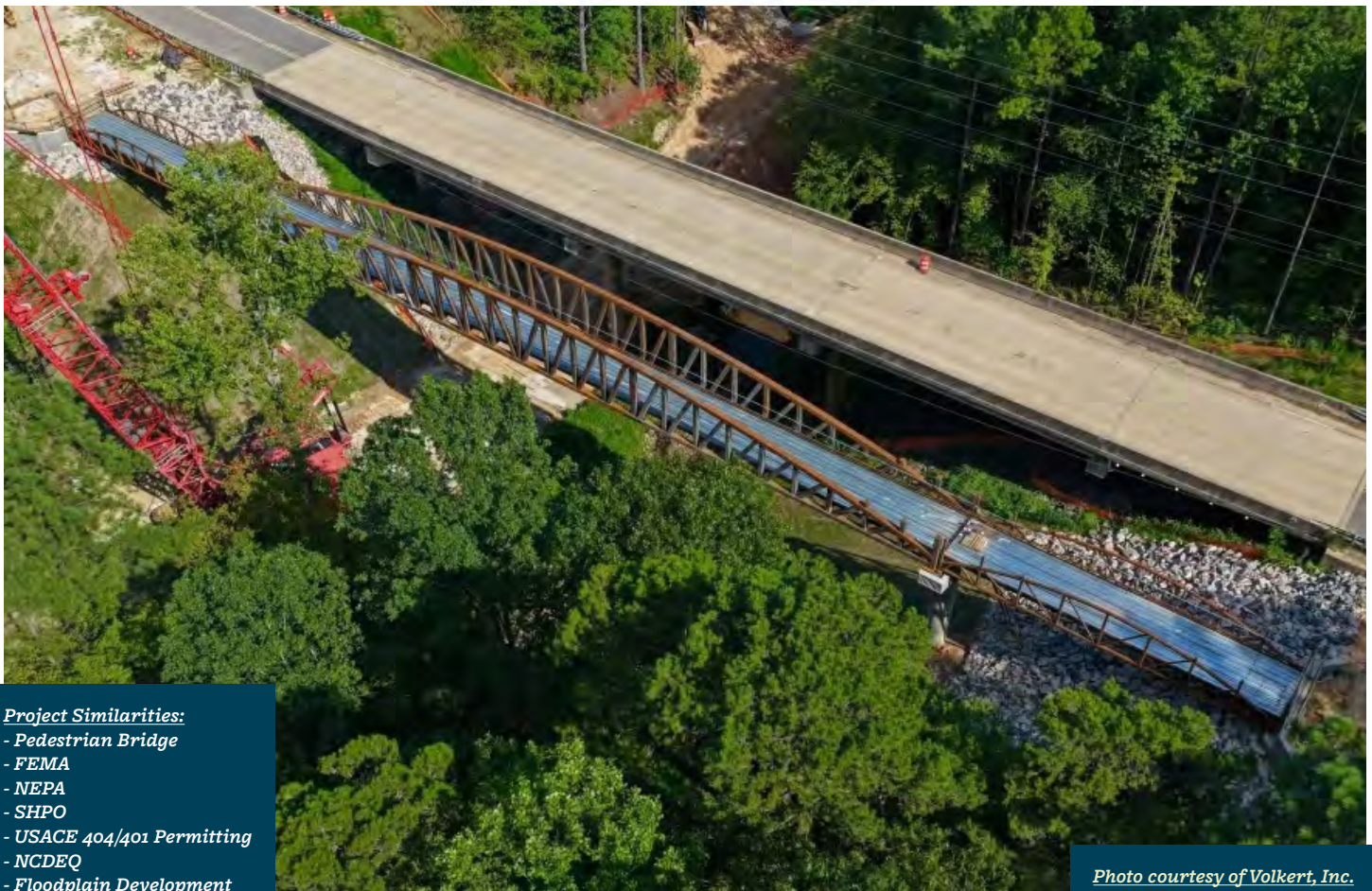
Cary, NC

This Town of Cary project consists of comprehensive and turnkey planning, design, permitting, ROW acquisition, and bid administration needed to complete a 650-foot sidewalk gap along Northwest Cary Parkway, including a pedestrian bridge over Black Creek. The project is federally funded with funds administered by NCDOT through a municipal agreement between the Town and NCDOT. The preliminary phase included the development of preliminary concept designs and feasibility for four structure type alternatives and bridge locations in the form of a Structure Alternatives Memorandum. This led to the Town of Cary selecting the prefabricated truss bridge option. Kimley-Horn is providing multi-use path design (10-foot multi-use concrete sidepath); environmental documentation (Categorical Exclusion (CE)); erosion and sediment control design; route location surveys and Subsurface Utility Engineering (SUE); urban roadway design; roadway foundation investigation and design; hydraulic and hydrologic design; landscape design; lighting design; traffic control plans; pavement marking and signing plans; environmental permitting; public involvement; utility coordination; water/sewer relocation design; ROW acquisition services; structure design; final construction documents; and bid phase services.

**Community Size:** Approximately 190,000 residents

**Cost:** \$984,000

**Client Official:** Kyle Hubert, Senior Project Manager | 919 462 3938 | [kyle.hubert@townofcary.org](mailto:kyle.hubert@townofcary.org)



#### Project Similarities:

- Pedestrian Bridge
- FEMA
- NEPA
- SHPO
- USACE 404/401 Permitting
- NCDEQ
- Floodplain Development

*Photo courtesy of Volkert, Inc.*



### C-5164, SMITH AND SANFORD CREEK GREENWAY

📍 *Wake Forest, NC*

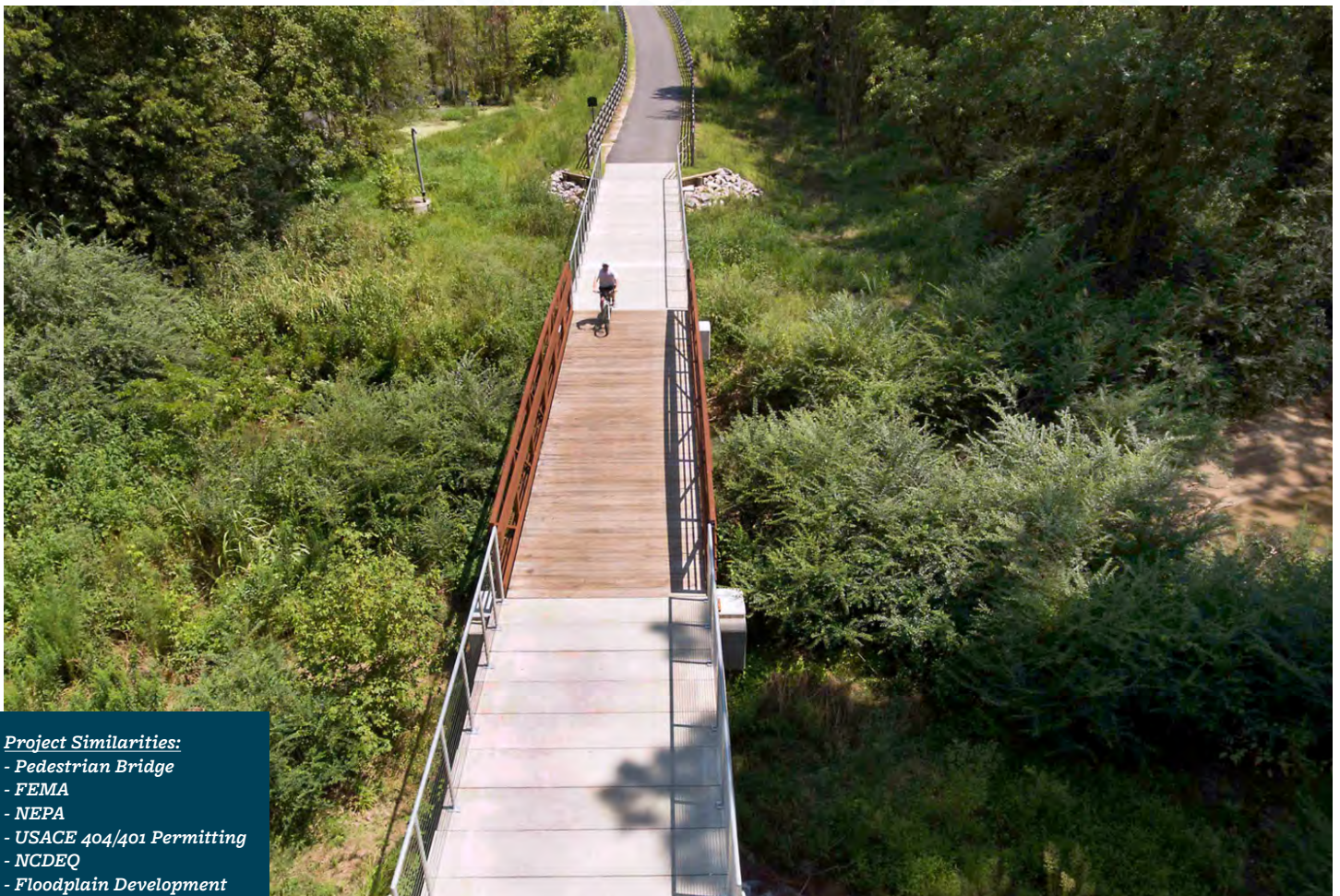
Kimley-Horn provided turnkey services for this project, including greenway design, public involvement, hydraulic and storm drainage design, best management practices/low impact development (BMP/LID) design, erosion and sediment control plans, pedestrian bridge (6 sites) and timber boardwalk design, landscape plans, pavement marking and signing plans, FEMA modeling, Conditional Letter of Map Revision (CLOMR), environmental permitting, NEPA Programmatic CE, wetland and stream delineation, NCDOT coordination, contract documents, and bid phase services. This project also included a small section of stream restoration to protect the greenway.

Kimley-Horn provided full-time construction observation services for the Town to construct multiple segments of a 10-foot-wide multi-use trail totaling 4.1 miles. Our role was to confirm that the project was being built in accordance with the plans and specifications. The project was federally funded by a Congestion Mitigation and Air Quality (CMAQ) Improvement grant, with funds being administered by NCDOT through a municipal agreement between the Town and NCDOT. Our team gathered comprehensive project data, encompassing daily diaries, materials received, Buy American Clause, National Pollutant Discharge Elimination System (NPDES) reports, wage interviews, materials testing, requests for information, supplemental agreements, pay applications, weekly meetings, pay record books, and schedule and pay application reviews. Kimley-Horn reviewed all information gathered in the field for compliance, including periodic NCDOT reviews. Kimley-Horn also conducted periodic site visits to check progress and verify quantities with the inspector. All project information and materials gathered in the field were placed on a project website (ShareFile), which allowed all stakeholders access to real-time information.

**Community Size:** Approximately 62,000 residents

**Cost:** \$682,000

**Client Official:** Candace Davis, Assistant Town Manager | 919 435 9410 | [cdavis@wakeforestnc.gov](mailto:cdavis@wakeforestnc.gov)



**Project Similarities:**

- Pedestrian Bridge
- FEMA
- NEPA
- USACE 404/401 Permitting
- NCDEQ
- Floodplain Development



### BL-0008, CLEAR CREEK GREENWAY

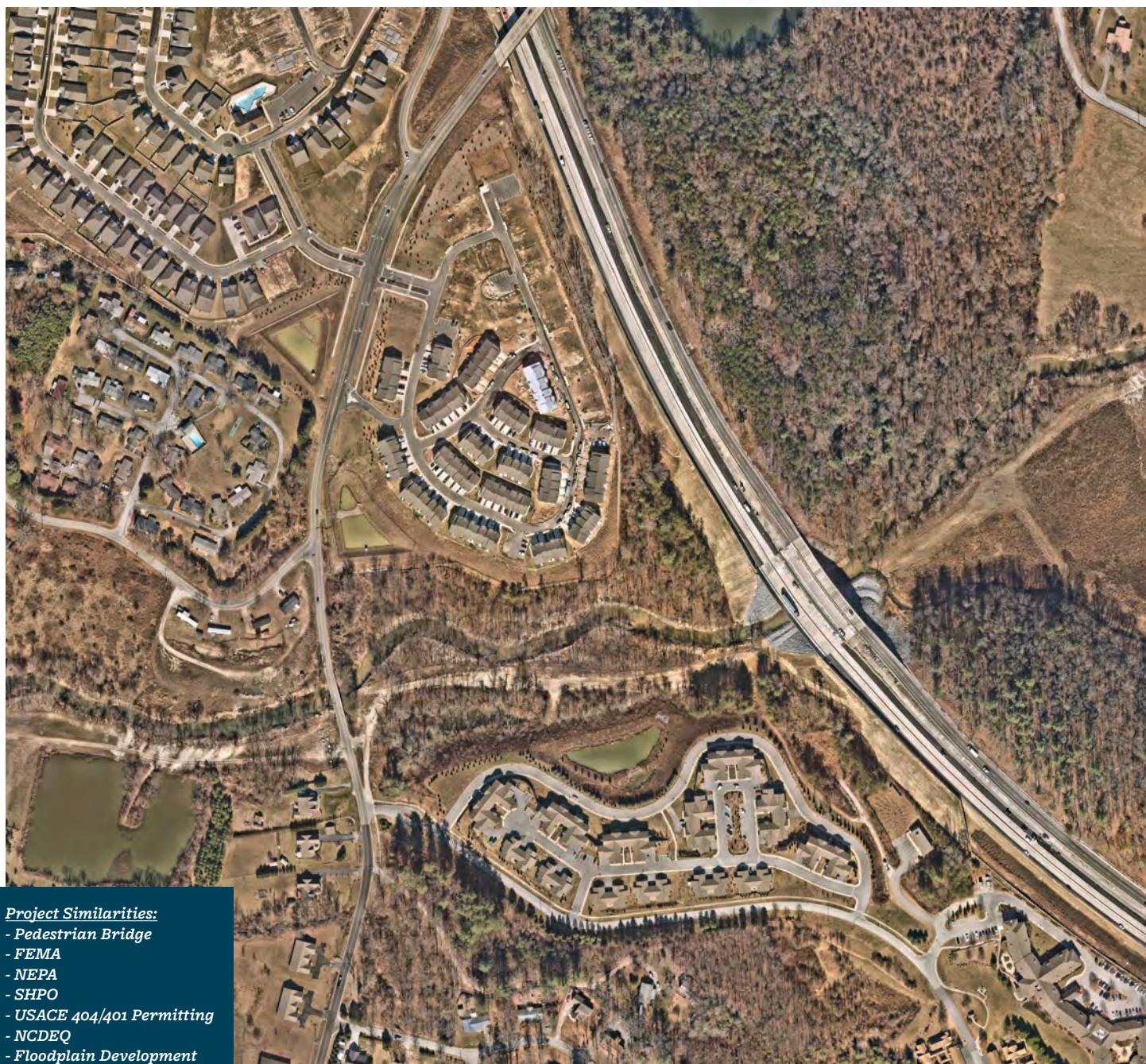
 **Hendersonville, NC**

Kimley-Horn is leading a multidisciplinary design team to develop an approximately 1.5-mile greenway connecting the Oklawaha Greenway to Highland Square. This greenway will provide connectivity from both sides of I-26, offering an alternative for mobility choice and route. The design will provide opportunities for active focus areas along the corridor as well as a reflection garden. A kayak launch near Clear Creek Road also is a part of this project. Kimley-Horn is providing project management, trail design, permitting, landscape, and transportation services.

**Community Size:** Approximately 15,300 residents

**Cost:** \$788,000

**Client Official:** Brendan Shanahan, City Engineer | 828 233 3237 | bshanahan@hvinc.gov



**Project Similarities:**

- Pedestrian Bridge
- FEMA
- NEPA
- SHPO
- USACE 404/401 Permitting
- NCDEQ
- Floodplain Development



### CROSS CHARLOTTE TRAIL

📍 **Charlotte, NC**

This project is a 26-mile, continuous, separated, and connected greenway system from the NC/SC state line through Uptown Charlotte and north to Cabarrus County. Kimley-Horn has been the lead engineering consultant for the City of Charlotte, leveraging our extensive experience in design and construction to provide feasible recommendations during the planning phase. Kimley-Horn developed comprehensive feasibility studies for key segments of the greenway, including:

- 🌲 **Brandywine and Tyvola Segment:** 1.5-mile trail through the riparian corridor of Little Sugar Creek, featuring six neighborhood connections, 25 retaining walls, and seven pedestrian boardwalks and bridges
- 🌲 **South Charlotte Connector Segment:** 0.6-mile segment from Park Road to the McMullen Creek Greenway, including a pedestrian truss bridge crossing a FEMA-regulated stream with concrete boardwalk approaches
- 🌲 **North Davidson Street to Matheson Avenue Segment:** 1-mile segment with a 12-foot by 6-foot reinforced concrete box culvert
- 🌲 **Orr Road to Rocky River Road Segment:** 2.3-mile segment with six pedestrian boardwalks

Our planning efforts included identifying and evaluating alignment alternatives to connect nonmotorized users from surrounding neighborhoods to an existing network of greenways, providing access to parks, schools, transit facilities, and restaurants. We reviewed multiple design references, including the AASHTO guide for the Development of Bicycle Facilities, ADA Standards for Accessible Design, and various local master plan preferences to establish design criteria.

**Community Size:** Approximately 950,000 residents

**Cost:** \$2,667,826

**Client Official:** Tom Russell, PE, Urban Infrastructure Program Manager | 704 517 4208 | [tom.russell@charlottenc.gov](mailto:tom.russell@charlottenc.gov)



**Project Similarities:**

- Pedestrian Bridge
- FEMA
- USACE 404/401 Permitting
- Floodplain Development



### LOWER LITTLE SUGAR CREEK GREENWAY

📍 **Mecklenburg County, NC**

Kimley-Horn provided Mecklenburg County Asset and Facilities Management planning, permitting, bid documents, and construction drawings for the 3-mile Little Sugar Creek Greenway extension from the James K. Polk Historic Site in Pineville, NC, to the North Carolina/South Carolina state border. The initial planning work involved preliminary conceptual design alternatives to explore horizontal and vertical alignments in an effort to clarify construction budgets, identify permitting and bridge requirements in FEMA-regulated floodplain/floodway waterways, and evaluate easement requirements for the greenway alternatives. Kimley-Horn helped the County make the plan accessible to the public for feedback on alignment and critical design issues before finalizing property acquisition. The project includes three pedestrian bridge crossings over Little Sugar Creek and the FEMA-regulated floodplain/floodway, one pedestrian crossing under the NCDOT Bridge Replacement project B-5105, and up to five community connections along the corridor. Two primary connections are included, one to Belle Johnston Park in Pineville and one to a proposed trailhead at the southern portion of the project on an existing Mecklenburg County property. Terracon provided geotechnical services for this project.

**Community Size:** Approximately 1,200,000 residents

**Cost:** \$1,027,000

**Client Official:** Bert Lynn, Capital Planning Division Director | 704 589 7491 | bert.lynn@mecklenburgcountync.gov



**Project Similarities:**

- Pedestrian Bridge
- FEMA
- USACE 404/401 Permitting
- NCDEQ
- Floodplain Development



## C-5567, EAST LYON STATION GREENWAY EXTENSION

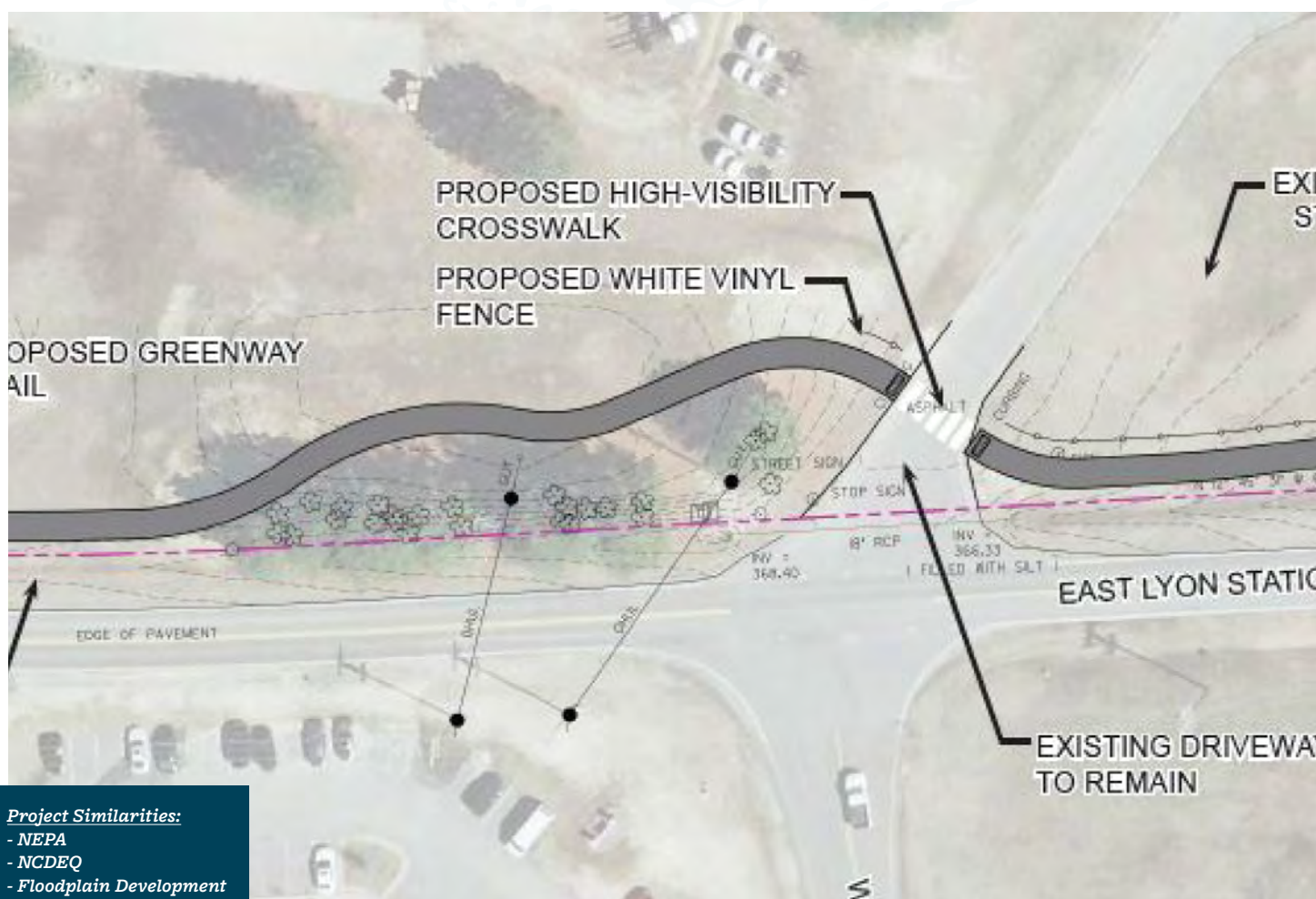
**Butner, NC**

This Town of Butner project included a greenway extension of the East Lyon Station Greenway. The project was approximately 2,200 linear feet (LF) in length, beginning at the intersection of Ivac Way and continuing along East Lyon Station Road. The multi-use trail is 10 feet wide and designed to AASHTO, NCDOT, and Town standards. The project received CMAQ grant funding, managed by NCDOT through a municipal agreement with the Town. Kimley-Horn provided engineering design services that included multi-use path design, public involvement, NEPA documentation, erosion and sediment control design, location surveys, traffic management plan, urban roadway design, utility coordination, environmental permitting, geotechnical recommendations, pavement marking plans, landscape plans, hydraulic design, and bid phase services.

**Community Size:** Approximately 8,000 residents

**Cost:** \$71,000

**Client Official:** Jennifer Ganser, AICP, CZO, Planning Director | 919 575 3031 | jganser@butnernc.org



### Project Similarities:

- NEPA
- NCDEQ
- Floodplain Development



# CMC MAIN CAMPUS IMPROVEMENTS FOR LITTLE SUGAR CREEK GREENWAY

📍 *Charlotte, NC*

Kimley-Horn served as the civil engineering lead for the Little Sugar Creek Greenway rehabilitation project, a key component of the Atrium Health CMC Main Campus redevelopment. This project runs along Little Sugar Creek and spans from East Morehead Street to East Boulevard. Kimley-Horn provided design, value engineering, and construction administration services for the greenway improvements, which included widening the trail to 16 feet, enhancing access points, and designing three low-water crossings over Little Sugar Creek. These crossings, each with a 12-inch deck thickness, were engineered to minimize impact to the floodway while maintaining safe, smooth passage in a flood-prone urban corridor. Kimley-Horn also coordinated closely with multiple concurrent infrastructure efforts in the area, including a major Charlotte Water trunkline project, to ensure seamless integration and efficient delivery.

**Community Size:** Approximately 950,000 residents

**Cost:** \$ 2,544,000

**Client Official:** Jamey Basinger, PE, HFDP, LEED AP, Director, Planning, Design and Construction | 704 280 4891 | [jamey.basinger@atriumhealth.com](mailto:jamey.basinger@atriumhealth.com)



**Project Similarities:**

- Pedestrian Bridge
- FEMA
- USACE 404/401 Permitting
- Floodplain Development



### Subconsultants' Similar Experience

## S-507 BROOKS AVE OVER LANGSTON CREEK BRIDGE REPLACEMENT

📍 *Greenville, SC*



CES Group Engineers is currently supporting the replacement of the S-507 Brooks Avenue bridge over Langston Creek in Greenville County, South Carolina. As part of a multidisciplinary team led by Parrish & Partners, CES is delivering surveying and subsurface utility engineering (SUE) services to inform the design and permitting of this critical infrastructure upgrade. The project involves detailed field data collection and utility investigations to support hydrologic and hydraulic modeling, structural design, and environmental compliance. CES's work is instrumental in identifying existing conditions and utility conflicts, enabling accurate assessments and streamlined coordination with regulatory agencies. The bridge replacement will improve safety, enhance drainage capacity, and increase resilience against future storm events. CES brings extensive experience in delivering high-quality data and technical insight that aligns with state and federal standards.

**Community Size:** Approximately 75,000 residents

**Cost:** \$55,000 (estimated)

**Client Official:** Adam Parrish, PE, Senior Project Manager | 803 622 6339 | aparrish@parrishandpartners.com

## ECUSTA TRAIL GREENWAY – DAVIDSON RIVER BRIDGE

📍 *Transylvania County, NC*



The Ecusta Trail Greenway is a transformative infrastructure project repurposing a historic rail corridor into a multi-use greenway spanning approximately 19.4 miles between Hendersonville and Brevard, North Carolina. This scenic trail will connect communities, including Laurel Park, Etowah, Penrose, Pisgah Forest, and downtown Brevard, offering residents and visitors a safe and accessible route for walking, biking, and other non-motorized travel.

As part of the trail's development, Terracon performed a geotechnical investigation and bridge foundation analysis to construct a new 230-foot-long, four-span pedestrian bridge over Davidson River Road and the Davidson River. This bridge replaces the historic Blue Ridge Southern Railroad bridge, which suffered significant damage during past flooding events.

### Key engineering features of the new bridge include:

- 🌲 Driven pile foundations installed to refusal in bedrock.
- 🌲 Gravity block retaining walls at the abutments to ensure structural stability and resilience.
- 🌲 Integrating modern geotechnical design to mitigate future flood risks and enhance long-term durability.

### In addition to the Davidson River crossing, Terracon will also provide geotechnical services for:

- 🌲 Five additional bridge repairs and replacements along the trail.
- 🌲 Retaining wall design to support trail infrastructure.
- 🌲 Subgrade stabilization across the 8-mile Transylvania County segment of the Ecusta Trail.

The project is part of a broader regional effort supported by federal and local funding, including a \$24.5 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant from the US Department of Transportation.

Construction began in late 2023 and is expected to continue through 2027. The first 6 miles are already open to the public.

**Community Size:** Approximately 34,000 residents

**Cost:** \$38,000

**Client Official:** Christy Staudt, Practice Lead Active Transportation | 919 361 5000 | cstaudt@mcadamsco.com



### REFERENCES

Kimley-Horn is proud of the relationships we have developed with our clients, and much of our success during the past five decades is directly related to our efforts to perform high-quality, timely services for all our clients. The client references provided in this section are for similar projects with public entities completed within the past 5 years. We invite you to contact our references; these individuals will tell you that we listened to their needs, met their schedules, accomplished their missions, and delivered results.



#### Lower Little Sugar Creek Greenway

Mecklenburg County  
Bert Lynn | Capital Planning Division Director  
704 589 7491  
[bert.lynn@mecklenburgcountync.gov](mailto:bert.lynn@mecklenburgcountync.gov)



#### Cross Charlotte Trail

City of Charlotte  
Tom Russell, PE | Urban Infrastructure Program Manager  
704 517 4208  
[tom.russell@charlottenc.gov](mailto:tom.russell@charlottenc.gov)



#### CMC Main Campus Improvements for Little Sugar Creek Greenway

Atrium Health  
Jamey Basinger, PE, HFDP, LEED AP | Director, Planning, Design and Construction  
704 280 4891  
[jamey.basinger@atriumhealth.com](mailto:jamey.basinger@atriumhealth.com)



#### C-5164, Smith and Sanford Creek Greenway

Town of Wake Forest  
Candace Davis | Assistant Town Manager  
919 435 9410  
[cdavis@wakeforestnc.gov](mailto:cdavis@wakeforestnc.gov)



#### BL-0024, Cary Parkway Sidewalk at Black Creek

Town of Cary  
Kyle Hubert | Senior Project Manager  
919 462 3938  
[kyle.hubert@townofcary.org](mailto:kyle.hubert@townofcary.org)



# Proposed Work Plan and Schedule

## WORK PLAN

At Kimley-Horn, project management and work planning are both an art and a science. We adopt a structured methodology for all our projects, integrating resources, schedule, and budget management. Our approach also emphasizes quality assurance and continuous improvement while remaining flexible to accommodate the unexpected. Effective project scheduling is key to successful project execution, and we strive to set realistic deadlines and milestones, allowing for contingencies to tackle unforeseen challenges and keep the project on track.

**Our project management approach is built on the following proven principles:**

- 🌲 Develop a clear understanding of the project's objectives and deliverables
- 🌲 Create a detailed work plan and schedule to achieve project goals
- 🌲 Establish weekly milestones that support the larger project milestones
- 🌲 Review milestones with the project team on a weekly basis
- 🌲 Involve stakeholders as valuable members of the team
- 🌲 Coordinate seamlessly with other consultants
- 🌲 Foster an environment that promotes clear communication and teamwork to reach project goals

The proposed team recognizes that resources, schedules, and budgets can be managed; however, unknown factors require thorough planning to accurately evaluate project trade-offs. This element of our business is clearly communicated and consistently promoted throughout Kimley-Horn. We recognize the importance of effective work plans and adherence to budget and schedule for a project's success. Therefore, we have established documented procedures and controls to ensure timely and on-budget project delivery, including auditable time tracking and workload and cost forecasts.

We closely monitor job progress and distribute progress reports to all team members, ensuring their availability through our Castaheads workload forecasting model. This model predicts our workload on a weekly, monthly, and six-month basis, helping us avoid work overload or shortfalls for each office and discipline.

Choosing Kimley-Horn means partnering with a firm that embraces a comprehensive view of project planning and implementation. Our dedication to fostering strong relationships, achieving deep understanding, and ensuring seamless integration guarantees your projects will meet and exceed expectations. With Kimley-Horn, you gain a partner committed to exceptional results through thoughtful planning, community engagement, and innovative solutions.



BL-0024, Cary Parkway Sidewalk at Black Creek Photo Simulation / Cary, NC



## SCHEDULE

Kimley-Horn has a proven record of performing on time and within budget. Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

| Months                                        | 2025 |     |     |     |     | 2026 |     |     |     |     |     |     |     |     |  |  |
|-----------------------------------------------|------|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
|                                               | Oct  | Nov | Dec | Jan | Feb | Mar  | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |  |  |
| Notice to Proceed (NTP)                       |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| <b>Greenway Design Plans</b>                  |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Survey                                        |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Damage Assessment/<br>Alternatives Analysis   |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Design Plans and<br>Project Manual            |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| <b>Permitting</b>                             |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Erosion Control Permit to<br>NCDEQ            |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| 404/401 Permit Application<br>and Approval    |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Floodplain Development<br>Permit              |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Coordination with CSX                         |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| <b>ROW/Easement Acquisition</b>               |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Acquire Any Necessary<br>ROW and Easements    |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| <b>Utility Coordination</b>                   |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| SUE                                           |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Identify Utility Conflicts                    |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Utility Coordination with<br>Utility Owner(s) |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Utility Relocation                            |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| <b>Bid Phase and Construction</b>             |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Bid Advertisement                             |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |
| Construction NTP                              |      |     |     |     |     |      |     |     |     |     |     |     |     |     |  |  |

## Acknowledgment of Federal Provisions

Kimley-Horn will comply with the federal contract provisions attached to the RFQ as Exhibit A.

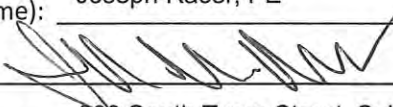
**ATTACHMENT B – CERTIFICATION FORM**

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional consultant services for the Town of Spruce Pine in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: Kimley-Horn

BY: (printed name): Joseph Racer, PE

SIGNATURE:  \_\_\_\_\_

MAILING ADDRESS: 200 South Tryon Street, Suite 200

CITY/STATE/ZIP CODE: Charlotte, NC 28202

TELEPHONE NUMBER: 704 333 5131

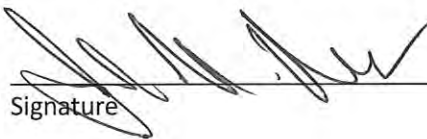
FAX NUMBER: N/A

**EXHIBIT C – NON-COLLUSION AFFIDAVIT**

**State of North Carolina  
County of Mitchell**

Joseph Racer, PE, being first duly sworn, deposes and says that:

1. He/She is the Associate (title) of Kimley-Horn (firm's name), the CONSULTANT that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said CONSULTANT nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONSULTANT, firm or person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other CONSULTANT, firm or person to fix the price or prices in the attached response, if applicable, or of any other CONSULTANT, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Spruce Pine or any person interested in the proposed contract.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Associate  
Title

**NOTARIZE**

Subscribed and sworn to before me,  
This 15th day of September, 20 25  
Notary Public Tracie L. Jacobs  
My Commission Expires: 5-19-2030



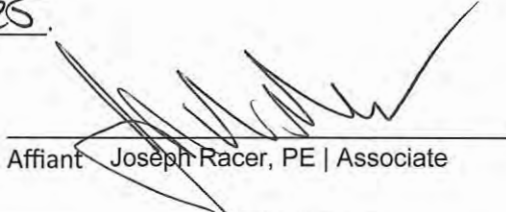
**EXHIBIT D – E-VERIFY AFFIDAVIT**

**State of North Carolina**  
**County of Mitchell**

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a response to an RFQ to enter a contract with the Town of Spruce Pine;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):  
  
☒ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or  
  
☐ I employ less than twenty-five (25) employees in the State of North Carolina.
3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):  
  
☒ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or  
  
☐ Employ less than twenty-five (25) employees in the State of North Carolina.
4. Specify subconsultant(s) / subcontractor(s):  
CES Group  
Terracon

This the 15th day of September, 2025.

  
Affiant Joseph Racer, PE | Associate

**NOTARIZE**

Subscribed and sworn to before me,  
This 15th day of September, 2025  
Notary Public Tracie L. Jacobs  
My Commission Expires: 5.11.2030





Kimley»Horn





Spruce Pine Town Council Meeting  
Town Hall  
11050 S. Highway 226  
Spruce Pine, NC 29777



## MEMOS

To: Mayor & Town Council  
From: Town Manager  
Date: 10/27/2025  
Subject: Helene Disaster Related Contracts

---

On September 27, 2024 – Spruce Pine was devastated by Tropical Storm Helene, resulting in mass damages throughout the Town and to the Towns infrastructure. As a result, staff and Town officials were required to make a variety of construction and supply decisions under emergency and exigent circumstances. As such, the Town is retroactively finalizing and securing agreements and contracts. The following is a summary of pending contracts above the Town Managers monetary threshold that will need approval:

Blue Ridge Standby Power – Contract Amount: \$33,482.94 | Related Work: Electrical work, generator repair etc. to pump and lift stations as a result to Helene damages

In-Water Services – Contract Amount: \$35,017.00 | Related Work: Dive team to check dam and replace screens at reservoir as well N. Toe Intake for inspection and repairs.

Moretz Paving – Contract Amount: \$55,860.00 | Related Scope: General repairs and road work related to storm damages.

STAT Incorporated – Contract Amount: \$48,820.00 | Related Work: Environmental services related to temporary repairs to waste water treatment operations.

Staton Trucking – Contract Amount: \$31,566.82 | Related Work: Gravel supply and pad work for mobile office trailer at WWTP).

Veolia – Amended Contract Amount: \$1,060,891.00 | Related Work: This would be an amendment to the existing operations contract with Veolia, amended to account for emergency and exigent work on a damaged and modified waste water treatment facility.

### Request:

The request is for Council to grant authority to the Town Manager to retroactively secure and execute the above-mentioned contracts for work already performed.

Respectfully,

Daniel Stines  
Town Manager



Spruce Pine Town Council Meeting  
Town Hall  
11050 S. Highway 226  
Spruce Pine, NC 29777



**MEMOS**

To: Mayor & Town Council  
From: Town Manager  
Date: 10/27/2025  
Subject: **Resolution 2025.007:** NC League of Municipalities Disaster Recovery

---

Staff has requested the services of the North Carolina League of Municipalities in the areas of financial evaluation, accounting assistance and cyber security assessment. The League will assist the Town in a review of its financial practices and cyber security strength.

As part of the evaluation, the League is providing tenured financial training to staff. These services will be offered free of charge to the Town and is made possible by grant resources from the NC League and Office of State Budget Management (OSBM).

The attached Resolution (Resolution 2025.007) will be required to solidify the above services.

Respectfully,

Daniel Stines  
Town Manager

**RESOLUTION TO APPROVE DISASTER RECOVERY MEMORANDUM OF AGREEMENT  
WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES**

**WITNESSETH:**

**WHEREAS**, the Disaster Recovery Act of 2024 (SL 2024-51; SL 2024-53) provided the North Carolina League of Municipalities (League) with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through a Grant Agreement (Grant Agreement) with the North Carolina Office of State Budget and Management (OSBM); and

**WHEREAS**, the Grant Agreement is identified as Contract #44621. Funding from this grant (OSBM Grant) will enable the League, either directly or through third-party consultants, to (i) provide technical assistance to units of local government in applying for federal financial aid; (ii) support planning and permitting assistance; and (iii) build capacity for building and trade inspectors (collectively, Services); and

**WHEREAS**, municipalities wishing to receive such Services are required to execute a Disaster Recovery Memorandum of Agreement with the League; and

**WHEREAS**, the Disaster Recovery Memorandum of Agreement is attached hereto as Exhibit A.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD/COUNCIL OF THE  
VILLAGE/TOWN/CITY/TOWN OF SPRUCE PINE:**

1. That the Disaster Recovery Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Disaster Recovery Services funded by the OSBM Grant defined herein.

Adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

VILLAGE/TOWN/CITY OF SPRUCE PINE

By: \_\_\_\_\_  
(Name)  
Mayor

ATTEST:

\_\_\_\_\_  
(Name)  
Town Clerk

**Exhibit A**

DISASTER RECOVERY MEMORANDUM OF AGREEMENT (MOA).

## **MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES**

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the town of Spruce Pine (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

#### **2. Grant Awarded to the NC League of Municipalities.**

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (Recovery Technical Assistance). The OSBM Grants are the source of funding for this Agreement.

#### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

#### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.
- b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

## **5. Additional Services.**

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

## **6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

## **7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

## **8. Duties of the Municipality.**

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

# **Article II. Scope of Funded Activities.**

## **1. Scope of Services; Fees; Prior Approval.**

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

### **Article III. Compensation.**

#### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

#### **2. Invoices.**

Invoices for Contractor Services shall be submitted to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

### **Article IV. Compliance with Grant Agreements and Applicable Laws.**

#### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

- 1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.
- 4) If eligible, the Municipality shall:
  - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
  - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

#### **2. Conflicts of Interest; Gifts & Favors.**

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

### **4. Publications.**

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

## **Article V. Limitations of Liability**

### **1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

## **Article VI. General Conditions.**

### **1. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

### **2. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

### **3. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

### **4. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

### **5. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

### **6. North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

**7. E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**8. Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**9. Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF SPRUCE PINE**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

## **Exhibit A**

### **League Services**

**In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.**

#### **1. Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

#### **2. Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

#### **3. Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

#### **4. Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

## **5. Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

## **Exhibit B**

### **Contractor Services**

Town of Spruce Pine manager and finance officer has requested the NCLM to provide a consultant with experience as a finance officer for a small local government to support a new finance officer in learning best practices as a local government finance officer in North Carolina. This will include learning statutory requirements of finance officers under NCGS 159 and financial reporting requirements under Generally Accepted Accounting Principles (GAAP) for governments as promulgated by the Governmental Accounting Standards Boards (GASB).

The scope of work is expected to include one or more site visits. The first site visit will include the consultant working with the finance officer for a workweek to go over daily, weekly, monthly, quarterly and annual tasks. The process will also include virtual sessions, as needed, for follow up. The consultant may also involve other NCLM team members to solidify concepts and practices for the finance officer, based on their skillset and experience.

Some area of focus may include, but are not limited to:

- Bank reconciliation processes in FMS Southern Software.
- Review of internal control processes within the finance department.
- Daily and monthly journal entries and processes necessary to maintain financial books and records on a current basis.
- Review of payroll processes and reporting to federal and state governments and benefit fiduciaries for payroll taxes, pension, and employee benefits payments.
- Review of utility and tax payments systems for linkage to other FMS Southern modules to ensure data integrity.
- Review of financial reporting requirements for board reporting.
- Review of regulatory reporting requirements.

### **Compensation:**

For services to be performed, the League shall pay the Contractor \$100.00 per hour based on the hours worked. The League's standard payment term is NET 30 days from the date of invoice. For prompt payment, you may email all invoices to [drinvoices@nclm.org](mailto:drinvoices@nclm.org) or mail all invoices to Carla Obiol, Chief ARP Officer, NC League of Municipalities, 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina 27601. Total costs for services provided to each participating Member shall not exceed the greater of \$75,000 per Member; or (ii) the specific not to exceed amount set forth in the Memorandum of Agreement, or amendment to the Memorandum of Agreement, between the League and the participating Member, which not to exceed amount shall also be incorporated in a separate agreement between the Consultant and the participating Member. Invoices will not be paid until sufficient detail is provided to NCLM staff.

### **Expenses:**

Appropriate expenses require prior approval.

The League will reimburse you for travel outside of your county, including your mileage, hotel expenses and meals and other third-party expenses directly associated with your services and billed to the League. Hotel expenses will need to be pre-approved by the League.

## **MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES**

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the town of Spruce Pine (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

#### **2. Grant Awarded to the NC League of Municipalities.**

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (Recovery Technical Assistance). The OSBM Grants are the source of funding for this Agreement.

#### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

#### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.
- b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).
- c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

## **5. Additional Services.**

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

## **6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

## **7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

## **8. Duties of the Municipality.**

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

# **Article II. Scope of Funded Activities.**

## **1. Scope of Services; Fees; Prior Approval.**

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

### **Article III. Compensation.**

#### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

#### **2. Invoices.**

Invoices for Contractor Services shall be submitted to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

### **Article IV. Compliance with Grant Agreements and Applicable Laws.**

#### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

- 1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.
- 4) If eligible, the Municipality shall:
  - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
  - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

#### **2. Conflicts of Interest; Gifts & Favors.**

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

### **4. Publications.**

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

## **Article V. Limitations of Liability**

### **1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

## **Article VI. General Conditions.**

### **1. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

### **2. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

### **3. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

### **4. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

### **5. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

### **6. North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

**7. E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**8. Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**9. Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF SPRUCE PINE**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

## **Exhibit A**

### **League Services**

**In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.**

#### **1. Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

#### **2. Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

#### **3. Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

#### **4. Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

## **5. Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

## **Exhibit B**

### **Contractor Services**

Town of Spruce Pine manager and finance officer has requested the NCLM to provide a consultant with experience as a finance officer for a small local government to support a new finance officer in learning best practices as a local government finance officer in North Carolina. This will include learning statutory requirements of finance officers under NCGS 159 and financial reporting requirements under Generally Accepted Accounting Principles (GAAP) for governments as promulgated by the Governmental Accounting Standards Boards (GASB).

The scope of work is expected to include one or more site visits. The first site visit will include the consultant working with the finance officer for a workweek to go over daily, weekly, monthly, quarterly and annual tasks. The process will also include virtual sessions, as needed, for follow up. The consultant may also involve other NCLM team members to solidify concepts and practices for the finance officer, based on their skillset and experience.

Some area of focus may include, but are not limited to:

- Bank reconciliation processes in FMS Southern Software.
- Review of internal control processes within the finance department.
- Daily and monthly journal entries and processes necessary to maintain financial books and records on a current basis.
- Review of payroll processes and reporting to federal and state governments and benefit fiduciaries for payroll taxes, pension, and employee benefits payments.
- Review of utility and tax payments systems for linkage to other FMS Southern modules to ensure data integrity.
- Review of financial reporting requirements for board reporting.
- Review of regulatory reporting requirements.

### **Compensation:**

For services to be performed, the League shall pay the Contractor \$100.00 per hour based on the hours worked. The League's standard payment term is NET 30 days from the date of invoice. For prompt payment, you may email all invoices to [drinvoices@nclm.org](mailto:drinvoices@nclm.org) or mail all invoices to Carla Obiol, Chief ARP Officer, NC League of Municipalities, 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina 27601. Total costs for services provided to each participating Member shall not exceed the greater of \$75,000 per Member; or (ii) the specific not to exceed amount set forth in the Memorandum of Agreement, or amendment to the Memorandum of Agreement, between the League and the participating Member, which not to exceed amount shall also be incorporated in a separate agreement between the Consultant and the participating Member. Invoices will not be paid until sufficient detail is provided to NCLM staff.

### **Expenses:**

Appropriate expenses require prior approval.

The League will reimburse you for travel outside of your county, including your mileage, hotel expenses and meals and other third-party expenses directly associated with your services and billed to the League. Hotel expenses will need to be pre-approved by the League.