



Spruce Pine Town Council Meeting  
Town Hall  
11050 S. Highway 226  
Spruce Pine, NC 28777  
**Monday, August 25, 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 (Councilwoman Rensink)
- D. Invocation (Councilman Buchanan)
- E. Approval of Minutes (8/11)

**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. ACTION ITEMS**

- A. Service Contract with S.W. Services Inc.
- B. Town Attorney - vote on changing law firms from the Law Offices of Elston, Donnahoo & Williams to Campbell Shatley, PLLC.

**IV. MANAGER'S REPORT**

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

**VI. EXECUTIVE SESSION- PURSUIT TO NCGS 143-318.11 (a)(3)(6)**

I move to go into closed session pursuant to NCGS 143-318.11(a)(1) and (3), to discuss confidential personnel information pursuant to NCGS 160A-168 and to consult with an attorney in order to preserve the attorney-client privilege.



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**AGENDA**

**VII. RECONVENE**

**VIII. ITEMS REQUIRING A VOTE FOLLOWING EXECUTIVE SESSION**

**IX. ADJOURNMENT**



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## **MINUTES**

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

Mayor Hise called the meeting to order at 5:30 pm

#### **A. Roll Call:**

Mayor Hise requested a roll call. Town Clerk, Marsha Hoilman, was absent. Daniel Stines, Town Manager, conducted roll call for Councilmembers Peight, Buchanan, Holmes, Rensink, and Mayor Hise. All were present.

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

Mayor Hise requested a change to the agenda. He requests that the Executive Session take place before Section IV Action Items.

Proper notification and posting of the agenda were acknowledged. Councilman Buchanan motioned to approve the agenda, and Councilwoman Rensink seconded it; the council then adopted the agenda. Motion passed 5/0.

#### **C. Pledge of Allegiance:**

Councilwoman Holmes led the Pledge of Allegiance.

#### **D. Invocation:**

Councilman Peight led the Invocation.

#### **E. Approval of Minutes (July 28, 2025)**

The council reviewed the minutes as presented. Councilwoman Holmes motioned to approve, and Councilwoman Rensink seconded. Motion approved and motion passed 5/0.

### **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:

Christy Young, Finance Director, gave the following updates:

She has spoken with Mitchell County concerning tax billing. Due to the storm and the numerous land splits, they are behind schedule. We hope that the billing will be filed in the 3<sup>rd</sup> week of August to begin our billing process.

North Carolina is releasing a 3<sup>rd</sup> round of cash flow loans. She has expressed interest for the town and is waiting to hear back from the state.

Auditors have been on-site working on the audit for fiscal year 2024-2025 this past week.

Met with FEMA regarding Pedestrian Bridge Project (waiting for guidance on codes and standards for ADA compliance; High Country Engineering is currently continuing to work on the design).

Met with FEMA regarding RFI (Request for Information) deadlines. HGA is working to meet the new requirements and deadlines that have been set forth.

Tyson and I have been in contact with the insurance company (NC League of Municipalities) regarding the remainder of the insurance settlement from the storm (\$3,000,000). The latest status is the end of August into the beginning of September.

#### B. POLICE DEPARTMENT:

Kasey was not available for updates

#### C. WATER AND SEWER:

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



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The wastewater plant has operated as good as possible since the storm. We are pulling influent and effluent samples three times each week per the original permit and sending them to a certified lab in Asheville. Sample results are good considering the altered process that is being used.

The #1 digester mixer is out for replacement.

Waste staff located and dug out #1 storm drain at the wastewater plant. All storm drains have been located but still need to be cleaned out. The #2 mixer in the digester was anchored.

Kemp Inc. replaced a bad clarifier drive gearbox on #1 clarifier with a new/used gearbox. Veolia waste staff worked with Town Maintenance to pump trash out of Carters Ridge and Prison lift stations.

The lift station pump at Shannon Drive was lifted and cleaned. It was lifted again a week later to be cleaned again.

Veolia Waste staff worked with Town Maintenance to pump trash & rocks out of the Shannon Drive lift station.

Veolia Waste staff pulled the motor off the O2 ditch aerator gearbox for replacement. They're running North Toe Testing on the water tomorrow.

Mayor Hise asked where they are short on positions. Darrell said they are working on filling an entry-level position at the water plant.

Councilman Buchanan asks how the screw-press is running. Darrell said that it is running great, 20 gal/minute.

### D. Public Works:

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

The work on Riverside Park for the short term/ winter has been completed and is awaiting engineering for the final design product. Met with HGA and FEMA on the bridge crossing Riverside Park, having conversations about ADA requirements on a pedestrian bridge. A follow-up meeting is coming up soon.

The guys spent a better part of the week cleaning up Martha Drive and East Valley Road. They still have some armoring of the ditch line left to do on Martha Drive.



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There have been a lot of meter checks, and that is probably going to be normal. It seems that Sensus isn't talking with or working with Southern Software as well as it once was. It is coming down to the wire on the North Toe intake. Custom controls will be here tomorrow, 8/12/25, to finish what is left of SCADA. If all goes well, we are going to try to schedule a start-up on the first of next week (8/19) to give everyone who needs to be part of that a chance to be here.

A new gate has been installed on the watershed road to the dam.

The Light towers from the budget request have been delivered and have been put to use. I am still working closely with HGA (Tyson) to get the most out of FEMA that we can. Riverside Park work completed. Drainage, for the most part, seems to be working well.

There was a discussion about the purchase of a skid-steerer. Travis requests Council to entertain the idea of splitting the purchase of the skid steerer in this year's budget and the remaining balance be in the next budget year. This purchase, if approved, would take the place of the Public Works truck capital expenditure in this year's budget.

### E. MAIN STREET:

Main Street Director Spencer Bost gave the following updates:

#### **The North Carolina Hellbender Festival –**

The Event is shaping up to be very strong. Online reception has been positive.

Poster distribution is going well. In Boone, he has had many people tell him that they have taken off work to attend the event.

70 vendors have been confirmed, just under half are environmental groups and nonprofits providing hands-on science education. Additional activities include hands-on arts and crafts, a panel discussion on agriculture, forestry, and the arts, plus live music all day.

Festival merchandise is available now at [www.hellbenderfestival.com](http://www.hellbenderfestival.com)

#### **North Carolina Main Street Directors Meeting-**

Attended annual meeting in Boone (required as part of the Main Street participation program).

Valuable networking with other Main Street directors across the state



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### **Main Street America Visit-**

Recorded an episode of their podcast here in Spruce Pine.

Thank you to the Town Manager Daniel Stines, Mayor Phillip Hise, David Niven, and Zan Sistare for participating.

### **Mitchell County TDA Action Plan-**

Process launched with Destination by Design.

Serving on the design committee for this plan.

### **Pocket Park Programming-**

Hosted a "Chalk It Up" marketing class for downtown businesses.

Community events included the Glitter Garden arts activity and Slice & Dice, along with the Dungeons & Dragons campaign.

Spencer says he is excited about the upcoming events and projects, and he looks forward to continued community involvement and support. He thanks everyone for their attention and participation in making Downtown Spruce Pine a vibrant and engaging place for all.

## **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.

NC Wildlife has been contacted for information on how to deal with the bear problem at Brad Ragan Park. The bear has gotten comfortable there. The wildlife cannot come out until the bear causes damage, but they did give options on how to handle the issue.

The areas at Brad Ragan Park that had dug out ruts in the grass have been fixed, and the ground has been smoothed.

The flowerbeds have been trimmed and weeded.

Grass is growing nicely at Riverside Park. The community has been making positive comments about that area.

There were 40 Shelter Reservations for July.

There were 8 pool reservations for July.



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The pool is fixed, and we made it through the season.

The pool shut down for the season on August 9<sup>th</sup>. Staff had to return to school.

Ball caps were purchased locally to give out to all departments and the Town Council.

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

- A. 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.

Councilman Peight motioned to go into closed session at 6:13 pm. Councilman Buchanan seconded the motion.

Councilwoman Rensink motioned to return to regular session at 7:12 pm. Councilman Peight seconded the motion to return to regular session.

#### V. **ACTION ITEMS:**

##### A. **SECOND READING- COMPENSATION & CLASSIFICATION STUDY**

**RESULTS:** Discussion & Approval of the Town of Spruce Pine Compensation & classification study results as presented and provided by the North Carolina League of Municipalities Management and Services Group.

The Town contracted with the North Carolina League of Municipalities, Management and Personnel Services Group (MAPS), to perform a market research analysis for Compensation and Classification (pay study) for the Town.

Becky Veazey presented the Council with a comprehensive presentation, outlining the methodology, results, and recommendations of the study based on market research. Council was presented with a binder for further review.





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The process has been divided into two separate Council meetings for Council to receive the information, study it, and have a final opportunity to approve, deny, or amend the study as presented.

For the Second and Final Reading, the request is for Council to approve or deny the revised pay plan at the 98% market study, as presented.

Councilman Wayne Peight asks for clarification on the pay study. Councilwoman Holmes tells him that it is the 98% option, which is still below market. Mayor Hise says that this is the 1<sup>st</sup> of a 3-year adjustment.

Town Attorney Chad Donnahoo clarifies first, be specific on the motion. This is the Phase-in option for \$92,819.00, which was allocated in the budget. Second, specify a date by which the compensation will go into effect. The effective date is the first pay period after its adoption, which will make the effective date 8/11/2025.

Councilwoman Holmes motioned to approve the Phase-in option totaling \$92,819.00, effective August 11, 2025. Councilwoman Rensink seconded the motion. The motion passed 4/1. Councilman Buchanan opposed.

**B. Resolution 2025.004-** A resolution for application to the North Carolina Department of Commerce Small Business Infrastructure Grant Program (SmBIZ),

Staff wish to apply for a North Carolina Department of Commerce Small Business Infrastructure Program (SmBIZ), Rural Engagement & Investment Program Grant.

The grant amount is one million dollars. The project for the installation of a storm management drainage system and resurfacing of Sycamore Alley. The project will also include the installation of a new gravity sewer line with necessary manholes or cleanouts.

The attached Resolution is a necessary step in applying for the grant; there is no commitment to match the grant.

Town Manager Daniel Stines explained the storm/sewer project. Sycamore Alley will be redone. Sycamore Alley does not have a stormwater management system in place.



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Councilwoman Holmes says that this has been an issue for years, and anything that can be done to make it better is welcome.

Councilman Peight motioned to approve, Councilman Buchanan seconded the motion. Motion passed 5/0.

### **VI. MANAGER'S REPORT:**

Town Manager Daniel Stines gave the following updates:

Met with the Sibelco Foundation. We reviewed the building they bought on Lower Street. Engineers are evaluating the structure. If it's not structurally sound, the goal is to preserve its historical appearance.

Locust Street is making progress, and all the businesses look nice.

Jeff Harding and staff are reworking the landscaping.

Mike Wood and a staff member will be painting lamp posts in town.

We will begin having Department Meetings and Staff Training once or twice a month. Town Hall will be closed for an undetermined amount of time during this training. We will advertise this, so the public will be aware.

ARC Grant- Fully recommended by the Governor's office.

There will be a Zoning Rewrite meeting held on Thursday, August 14, 2025, @ 4 pm.

The Blu Box should be gone at the end of the month.

IT Updates: Servers have been updated, are fully secure, and backed up. PD server backed up.

Dale Street Demolition has started.



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### **VII. MAYOR/COUNCIL REQUESTS OR COMMENTS:**

Councilwoman Holmes asks about the flower beds at 19E/226. Jeff Harding is doing landscaping and has sprayed, trying to manage the weeds. She is also curious about where we are in the Lease on the Blu Box. Town Attorney Chad Donnahoo said that he doesn't think that the town re-upped the lease.

Mayor Phillip Hise asks about the vacant building ordinance. He asks if there are contact names, addresses, and phone numbers for the vacant buildings in town. Executive Director of Main Street, Spencer Bost, says that we don't have a registry, but he has all of the information needed. Mayor Hise commented that they need to be contacted and told that the buildings need to be registered.

Town Attorney Chad Donnahoo says that all buildings should be registered regardless of their status.

Town Manager Daniel Stines says that he will get with the Town Attorney, Chad Donnahoo, and put a letter together to be sent out.

There is a database where they are registered due to the ordinance that is in place.

Councilwoman Holmes met with Downtown Mainstreet, coordinating Post-Helene Anniversary Events.

Mercy Chefs are partnering with Rebuilding Hollars will be at Pine Bridge to feed 2,000 people by invitation only on the Day of Anniversary.

Mitchell County Resilience Group will be at Parkway Breakfast with Speakers telling their stories, Ledger for Lunch, and Bradshaw Fire Dept/ Community for Dinner.

On September 22<sup>nd</sup>, Councilwoman Beth and Tessa Pritchard will be at First Baptist church, which will be providing food for First Responders, Police Department, Public Works, and Town Employees who worked the storm.



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**MINUTES**

**ADJOURNMENT:**

Councilman Peight motioned for Adjournment at 7:34 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: 8/25/2025  
Subject: SW Services Memo

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In the aftermath of Tropical Storm Helene, numerous exigent circumstances were brought upon the Town. In efforts to clean up contractual agreements for the purposes of procurement, FEMA and other regulatory matters, Staff is bringing forward a contract for SW Services.

These services were utilized for the repair and replacement of pumps that were destroyed throughout the Towns water system.

These services were for a cost not to exceed \$250,000 dollars. FEMA contract provisions are included in this service contract and fees allocated for this project have been submitted to FEMA for reimbursement.

Respectfully,

Daniel Stines  
Town Manager

**STATE OF NORTH CAROLINA  
COUNTY OF MITCHELL**

**SERVICE CONTRACT – S.W. Services Inc.  
(Exigent Circumstances – Equipment for Water System Pump Stations)**

**THIS SERVICE CONTRACT** (“Contract”) made this 25<sup>th</sup> day of August 2025, for work effective commencing on or after September 27, 2024 (“Effective Date”), by and between **THE TOWN OF SPRUCE PINE** (“Town”), on the one hand, and **S.W. SERVICES INC** (“Vendor” or “Contractor”), on the other hand (collectively “Parties”), for repair and replacement of pumps destroyed through the Town’s water system infrastructure and other ancillary equipment needed for the Town’s water system infrastructure (“Project”).

**WITNESSETH:**

**WHEREAS**, beginning on September 25, 2024, the Town began experiencing significant damages to its critical infrastructure as a result from Hurricane Helene;

**WHEREAS**, the Town is currently subject to Federal, State and local emergency disaster declarations and is still under exigent circumstances;

**WHEREAS**, as a result of Hurricane Helene’s impact, the Town’s water system sustained significant damages and citizens were unable to access water;

**WHEREAS**, the Town desires to hire Vender for repair and replacement of related to the critical needs for the Project; and

**WHEREAS**, Town and Contractor agree to the following terms and conditions:

1. **Project Scope and Pricing.** The Project’s scope and pricing stated in the Contractor’s proposal are accepted and incorporated herein and invoices shall be attached and incorporated hereto as Exhibit A. This contract shall not exceed two hundred and fiftythousand dollars (\$250,000.00).

2. **Termination for Cause and Convenience.** This Contract may be terminated by Contractor, only with cause, upon Contractor’s giving written notice to the Town that Town is in material breach of this Contract and upon such default not having been cured by the Town within thirty (30) days of such notice. The Town may terminate this Contractor, with or without cause, upon providing written notice to Contractor that it no longer requires Contractor’s services under this Contract.

3. **Payment.** Payment shall be made on a monthly basis, via submitted invoices, based on the completion of the work at the time of the submitted invoices.

4. **Insurance.** As a condition precedent to this Agreement, Contractor shall provide proof of insurance for the Contract term for the required policies and coverages: 1) Workers’

Compensation (statutory coverage limits); 2) Commercial General Liability ("CGL") (one-million-dollar occurrence, two-million-dollar aggregate); and 3) Comprehensive Automotive Liability. Town shall be listed as additional insured and a certificate holder on the Contractor's CGL policy. Contractor will submit to the Town a copy of the Certificate of Insurance on the latest approved North Carolina Department of Insurance Acord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (minus) or better by A.M. Best Company.

5. **Independent Contractor.** Contractor is an independent contractor and not a Town employee. Town shall provide Contractor an IRS Form 1099 for the cost paid to Contractor as specified in Section 3 herein. Contractor is responsible for the means and methods in performing the Contract and shall provide its own labor, supplies and equipment when performing the Contract.

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

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

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

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

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

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



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

**13. Assignment.** This Contract shall be not assigned without the Town's prior, written consent.

**14. FEMA Provisions.** The FEMA provisions are hereby incorporated herein and attached hereto as Exhibit B. To the extent that there is any conflict with this Contract and Exhibit B, Exhibit B shall control. The separately executed FEMA certifications are hereby incorporated herein and attached hereto as Exhibit C.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, Contractor and Town have executed this Contract as of the Effective Date.

S.W. SERVICES INC

David B. Wilson Date: 8/18/25  
Name: DAVID B. WILSON  
Title: PRESIDENT

THE TOWN OF SPRUCE PINE

\_\_\_\_\_  
Daniel Stines  
Town Manager

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

ATTEST:

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

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

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

\_\_\_\_\_  
Christy Young  
Finance Officer

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

**EXHIBIT A**

**Invoices**

**EXHIBIT B****FEMA Contract Provisions****PART I. REQUIRED CONTRACT PROVISIONS****1. REMEDIES**

Pursuant to the Contract, the Parties shall have all remedies available to them under North Carolina law and in equity, including those set forth in the Contract. Upon default by the Town, these remedies shall include payment for the reasonable value of the services rendered by Contractor for work performed consistent with prevailing guidelines. Upon default by Contractor, remedies available to the Town shall include the cost of completion of the project, remediation of improper work, and such other damages as may be incurred.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

This Agreement may be terminated by Contractor, only with cause, upon Contractor's giving written notice to the Town that is in material breach of this contract and upon such default not having been cured by the Town within 30 days of such notice. The Town may terminate this Agreement upon providing written notice to Contractor that it no longer requires Contractor's services under this contract. Upon such termination by either party, (i) the Contractor shall continue to perform services and develop a plan for the orderly stoppage of the work, which shall include the delivery, or otherwise making available, to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process, and (ii) Town shall pay Contractor all fees and expenses due for services rendered through the 30th day after the notice of termination. Notwithstanding any such Termination, Contractor shall use best efforts to assist the Town regarding any unresolved and unsettled reimbursement claims with FEMA, including through first and second level appeals and as otherwise necessary or requested by the Town. Contract rates and payment terms shall apply to any work performed post termination.

**3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Town so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Town agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Town further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Town of Spruce Pine shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The following terms apply:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Town of Spruce Pine and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Town of Spruce Pine and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION

- (1) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- (2) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as



contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

- (3) Specifically, a covered transaction includes the following contracts for goods or services:
  - (a) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (b) The contract requires the approval of FEMA, regardless of amount.
  - (c) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

## 7. COMPLIANCE.

The following provides a debarment and suspension clause. It incorporates verifying that contractors are not excluded or disqualified.

### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout

the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 8. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. Upon request, Contractor must sign and submit to the non-federal entity the following certification.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David B. Wilson  
Signature of Contractor's Authorized Official

DAVID B. WILSON, PRESIDENT  
Name and Title of Contractor's Authorized Official

8-18-25  
Date

## 9. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

10. DAVIS-BACON ACT. Pursuant to 2 C.F.R. Part 200, Appendix II, the Davis-Bacon Act does not apply to the Public Assistance Program or other FEMA grant cooperative programs outside of the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Port Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. As such, those provisions are inapplicable for this contract executed under the FEMA Public Assistance Program.

11. COPELAND ANTI-KICKBACK ACT. Recipient and subrecipient contracts are required to include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations. These provisions are inapplicable for this contract executed under the FEMA Public Assistance Program.

## 12. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES.

Pursuant to Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 and 2 C.F.R. §200.216, Contractor shall not obligate or expend funds on certain telecommunication products or from certain entities for national security reasons. As defined in the statutes set forth herein, no party to this contract, including Contractor’s subcontractors, shall obligate or expend any funds to do any of the following:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## 13. DOMESTIC PREFERENCES FOR PROCUREMENT.

As appropriate, and to the extent consistent with applicable law, Contractor shall, to the greatest extent practicable, purchase, acquire, and use goods, products, and materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products.

## **PART II. ADDITIONAL CONTRACT PROVISIONS**

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following and they are included as follows:

### **1. ACCESS TO RECORDS**

Access to Records. The following access to records requirements apply to this contract:

- (8) The Contractor agrees to provide the Town of Spruce Pine, the NC Department of Public Safety, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Town of Spruce Pine and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **2. CHANGES**

Any change, modification, change order, or constructive change must be within the scope of the contract, and any changes made must be agreed upon by both parties in writing. Such a change can be made as to the method, price, or schedule of work without breaching the contract so long as the change is allowable, allocable, within the scope of the agreement, and reasonable for the completion of the project scope.

### **3. DHS SEAL, LOGO, AND FLAGS**

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

Contractor and Town acknowledge that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

7. AFFIRMATIVE SOCIOECONOMIC STEPS

When possible, Contractor should take steps that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for work under this agreement, which would include consideration of the following steps:

- (1) Providing that these business types are included on solicitation lists;
- (2) Providing that these business types are solicited whenever they are deemed eligible as potential sources;
- (3) Consideration of dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. COPYRIGHT AND DATA RIGHTS

Contractor shall comply with the requirements of 2 C.F.R. §200.315 et seq. regarding intangible property and shall provide the federal government and Town the rights to obtain, reproduce, publish, or otherwise use data produced pursuant to this Contract and shall have the right to authorize others to use such intangible property as deemed appropriate.

**EXHIBIT C**

**FEMA Certifications**

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor S.W. Services Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David B. Wilson  
Signature of Contractor's Authorized Official

DAVID B. WILSON, PRESIDENT  
Name and Title of Contractor's Authorized Official

8/18/25  
Date



DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor S.W. Services Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

David B. Wilson  
Signature of Contractor's Authorized Official

DAVID B. WILSON, PRESIDENT  
Name and Title of Contractor's Authorized Official

8/18/25  
Date

**CIVIL RIGHTS COMPLIANCE PROVISIONS**

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

David B. Wilson  
Signature of Contractor's Authorized Official

DAVID B. WILSON, PRESIDENT  
Name and Title of Contractor's Authorized Official

8/18/25  
Date

**BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION**

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, S.W. Services Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David B. Wilson  
Signature of Contractor's Authorized Official

DAVID B. WILSON PRESIDENT  
Name and Title of Contractor's Authorized Official

8/18/25  
Date



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



**MEMOS**

To: Mayor & Town Council  
From: Town Manager  
Date: 8/25/2025  
Subject: Attorney Firm Change Memo

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Effective September 15, 2025, Chad Donnahoo, the Town Attorney, is leaving the Law Offices of Elston, Donnahoo & Williams ("EDW") and will be rejoining Campbell Shatley, PLLC ("Campbell Shatley"). From 2009 through 2019, Mr. Donnahoo worked as an attorney at Campbell Shatley. Campbell Shatley is located in Asheville and represents primarily public education clients and municipalities. Currently, Campbell Shatley represents dozens of boards of education (including Mitchell County Board of Education); several community college boards of trustees (including Mayland Technical Community College); and several municipalities (including the towns of Weaverville, Woodfin, Bryson City and Franklin).

The Council must vote on leaving EDW and hiring Campbell Shatley. At Campbell Shatley, Mr. Donnahoo will remain the primary attorney assigned to Spruce Pine. For fiscal year 2026, the same attorneys' fee rate as is currently in place with EDW will apply.

If approved by Council, on September 12, 2025, EDW will invoice Spruce Pine for services performed through that date and cease further legal representation.

Respectfully,

Daniel Stines  
Town Manager