



Spruce Pine Town Council
SPECIAL CALLED MEETING

Town Hall
11050 S. Highway 226
Spruce Pine, NC 28777

Monday, September 29, 2025
5:30 PM



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 (Beth Holmes)
- E. Approval of Minutes (9/8 regular & 8/25 closed session minutes)

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.** ARC Grant Acceptance: Discussion and Approval to accept a project ordinance and agreement to received a grant from the Appalachian Regional Commission (ARC) for an amount of \$700,000 – for the replacement of the Burleson Hill Pump Station.
- B.** Rental Contract: Discussion and Approval of a contract with Tri-County Rental for equipment rentals related to Helene disaster recovery.
- C.** 3rd Round Cash-Flow Loans: Discussion and Approval to accept a 3rd round of cash-flow loans from the NC State Treasurers Office in an amount of \$3,364,027.00.
- D.** Ordinance 2025.02: Second and Final Reading of Ordinance 2025.02 – an ordinance to revised Chapter 8 of the Town Code – Emergencies.

IV. MAYOR/COUNCIL REQUESTS OR COMMENTS



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V. EXECUTIVE SESSION

Motion 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 hired by the Council in order to preserve the attorney-client privilege.

VI. RECONVENE

VII. ITEMS REQUIRING A VOTE FOLLOWING EXECUTIVE SESSION

VIII. ADJOURNMENT



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MINUTES

I. CALL TO ORDER:

Mayor Hise called the meeting to order at 5:29 pm

A. Roll Call:

Mayor Hise requested a roll call. Marsha Hoilman, Town Clerk, was on vacation, so Marie Murphy, Billing Specialist, was present. Roll call was conducted for Councilmembers Peight, Buchanan, Holmes, Rensink, and Mayor Hise. All were present.

B. Notification and Posting of the Agenda:

Proper notification and posting of the agenda were acknowledged. Councilwoman Rensink motioned to approve the agenda, and Councilman Buchanan seconded the motion; 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 (8/25) (Closed Session Minutes)

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

II. PUBLIC COMMENT:

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Chase Thomas was present and had a question regarding parking on Lower Street. He is concerned because his father lives in an apartment downtown.

Town Manager Daniel Stines responded that signs have been posted, and apartment housing has been accounted for.

III. PRESENTATIONS- DEPARTMENT UPDATES

A. FINANCE:

Finance Director Christy Young gave the following updates:

We have received \$3,000,000 from insurance.

The Tax File has been received from the County and sent to Southern Software for conversion.

B. POLICE DEPARTMENT:

Chief of Police Kasey Cook gave the following updates.

Kasey thanked everyone for the calls, texts, and prayers for his wife while he was out.

There was a total of 420 calls last month.

They have been conducting drug saturation patrols sporadically for the last two months. He can confirm that in the month of July, there were over 75 grams seized and 15 people arrested. The street value for drugs seized was \$6,000.00.

The K-9 Officers are attending the National K-9 Conference in Nashville, starting tomorrow for 3 days of training. They do a good job staying up to date on their training.

As far as personnel are concerned, we are losing an officer. Jeremy Altimus has taken a job with the Marshall Police Department. He has been with us for 9 years, and I appreciate his time here and wish him the best of luck. I am in the process of filling his position.

We received our new vehicle, and it is on the road.

If anyone has any questions or concerns, my office door is always open.



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C. **WATER AND SEWER:**

Project Manager Darrell Graham gave the following updates:

The North Toe River pumps start up went well.

Tommy Yelton became the ORC at the Water Plant.

Distributed and collected all lead and copper samples, currently waiting on results.

Kemp, Inc. finished concrete resurfacing at the Sullins Branch lift station, waiting on the control panel, and the rest of the work is to be finished.

The job opening at the water plant has been posted.

D. **PUBLIC SERVICES:**

Public Services Director Travis Phillips gave the following updates:

The new street sweeper has been delivered, and all employees are trained in operating the machine. The sweeper is being used most days to try to play catch-up around town and get the streets to look good again.

The US Army CORPS has completed the mission at the North Toe intake. Two 75hp electric pumps and panels, along with a generator hook-up, are now situated on a concrete pad under a shed roof.

The town pumps and all components at NTI have been finished and put back into service. The next projects we're looking forward to getting started on are a sewer plant and a new public workshop.

We are working with HGA and FEMA to compile all the information they need, or ask for so money can flow back into the town.



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E. MAIN STREET:

Main Street Executive Director Spencer Bost gave the following updates:

On Saturday, August 30, 2025, Downtown Spruce Pine hosted the inaugural North Carolina Hellbender Festival, a full-day celebration of environmental stewardship, local artisans, live music, and community resilience. The event was the culmination of months of planning and represented a major milestone in our downtown's recovery and revitalization.

Attendance & Visitation Insights: (Placer AI Data)

Total Festival Visitors: Over 5,000 attendees

Visitor Origins: More than 50% of attendees came from 30+ miles away, demonstrating a strong regional draw. Visitors represented both in-state and out-of-state audiences.

About 300 attendees came from more than 250 miles.

Peak Times: Highest foot traffic between 1 pm and 4 pm. Peak traffic at 2 pm with 2,100 attendees in the festival footprint. Evening concerts retained strong crowds through 8 pm. These numbers confirm that the festival not only brought a strong local turnout but also positioned Spruce Pine as a destination for cultural and outdoor recreation-based tourism.

Financial Report:

- Budgeted Expenses: \$46,750
- Total Actual Expenses: \$44,090
- Remaining in Budget: \$2,660 (positive variance)

Income Breakdown:

- Booth Fees: \$1,940
- Merchandise & ID Tent: \$18,000
- Online Store Sales (to date): \$6,045
- **Total Festival Income: \$25,985**
- **Net Festival Profit: \$12,645**

The festival not only came in **under budget** but also generated a total comprehensive income and a sustainable foundation for future events.



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Economic Impact:

Using the EventIMPACTS framework, we estimate that the 2025 Hellbender Festival generated a direct visitor spend of approximately \$276,000, based on \$5,000 attendees, with over half traveling from more than 30 miles away. Factoring in both day-trip spending and a conservative estimate of overnight lodging, the festival's total economic impact is approximately \$386,400

Community Feedback:

Vendors reported strong sales and appreciation for professional organization.

Downtown Businesses reported record-breaking sales, with many of our restaurants having to close early due to selling out.

Attendees consistently expressed gratitude for the festival. The festival had substance, entertainment, education about river health, conservation, and community pride.

Residents expressed pride in seeing the downtown area host such a large, well-executed event.

The success of the Hellbender Festival has built momentum for positioning Spruce Pine as a premier outdoor recreation and cultural hub in Western North Carolina.

A. PARKS AND RECREATION:

Parks and Recreation Director Mike Wood wasn't present. Town Manager Daniel Stines gave the following updates:

General Park Maintenance is done daily. Picking up trash in town, mowing/ weed eating, cleaning restrooms, shelters, and doing safety checks on the playground.

Maintenance removed logs from the lower parking lot at Brad Ragan Park.

I have been in contact with Quartz Corporation to do some work around Brad Ragan on their annual volunteer day.

The trash can at Shelter 3 was replaced due to the bear that had been visiting the park.



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Plan to start Fall clean-up in the coming weeks to include leaf and pine needle clean-up and removal. Plan to start looking at mulching the flower beds to prepare them for winter.

Mowed the sidewalk from the Brad Ragan gate to the former Deyton Primary school. Trash was also removed along this route.

Now that the grass is growing at Riverside Park, we have been mowing in the fields.

We have been continuing to weed-eat the banks at Riverside Park.

Shelter Reservations in August: 33

September 2025 will be the last month for reservations until April 2026.

There were 4 pool reservations in August.

The pool closed for the season on August 9th.

A custom pool cover was ordered to replace the old cover that was damaged during Hurricane Helene.

No new updates for Riverbend Park.

We helped the town prepare for the Hellbender Festival. We assisted in removing trash from the festival.

Open job positions for the park were advertised online.

One part-time staff member was hired for the day shift, and another was hired for the night shift and weekends.



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IV. ACTION ITEMS:

A. Phillips Grading, Inc. Amended Contract-

The Town entered into a contract with Phillips Grading Inc. on October 10, 2024, for emergency repairs and work related to the Helene disaster responses. The Town then amended this contract in February 2025, defining the scopes of work by invoices.

Within the packet, there is an amended contract for Phillips Grading Inc., expanding and clarifying the scopes of work in the agreement, to authorize all future work, not limited to those invoices, while retaining FEMA provisions and all other terms.

The amendment includes an "Exhibit A" that specifies the authorized work and fee rates.

Councilwoman Rensink motioned to approve the Amended Contract. Councilman Peight seconded the motion. Motion approved and passed 5/0.

B. Phillips Grading Proposals (3 Total):

Included within the council packet are three (3) proposals from Phillips Grading Inc. This work is related to post-Helene disaster repairs.

Two (2) proposals are for Riverside Park. This work was to remove the remaining debris from the park, stabilize the riverbanks to prevent continued erosion, grade, and establish drainage for the area, and stabilize the remaining park land with vegetation. This is preliminary work to make the park land safe, and to reduce sedimentation in the river, until the Town begins permanent repairs and replacement.

This is preliminary work to make the park land safe, and to reduce sedimentation in the river, until the Town begins permanent repairs and replacement.

One (1) proposal is for Valley Road. This work was to replace a collapsed underground creek culvert due to Hurricane Helene. The repairs are to prevent continued settlement and sinkholes along the road and into private properties.



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Councilwoman Holmes motioned to approve the Proposals. Councilwoman Rensink seconded the motion. Motion approved and passed 5/0.

C. RFQ Recommendation- Waste Water Treatment Plant WWTP:

Included in the packet are two (2) RFQs, responding to a public bid that was published July 22, 2025. The Town received 5 bids in total.

The town solicited assistance from a 3rd party engineer to assist with the review of the 5 bids, formulated a bid tabulation, and a score criterion that ranked each firm based on their responsiveness to the bid.

The seven (7) factors used to weigh their response is as follows:

- Firms ability to perform the work
- Specialized experience in similar or related projects
- Competence of lead design
- Competence of other personnel
- Ability to meet time and projected budget allocations
- Past experience with bidding and construction administration in similar funding stacks
- Veteran, Minority or Woman-owned/HUB

After careful review and consideration, the request is for the Council to grant staff approval to enter negotiations with Bolten & Menk for engineering services for the permanent design and reconstruction of the Town's waste water treatment plant. As an alternative, staff requests that the Council grant approval to enter negotiations with Withers Ravenel, should the Town not be successful with Bolten and Menk.

Councilman Peight motioned to approve the RFQ. Councilman Buchanan seconded the motion. Motion approved and passed 5/0.



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D. RFQ Recommendation - Riverside & Riverbend Parks:

Included in the packet are two (2) RFQs, responding to a public bid that was published July 22, 2025. The Town received 5 bids in total. The Town formulated a bid tabulation as well as score criteria that ranked each firm based on its responsiveness to the bid.

The seven (7) factors used to weigh their response is as follows:

- Firms ability to perform the work
- Specialized experience in similar or related projects
- Competence of lead design
- Personnel and projected budget allocation
- Past experience with bidding and construction administration in similar funding stacks
- Veteran, Minority, or Woman-owned/HUB

After careful review and consideration, the request is for the Council to grant staff approval to enter negotiations with Benesch for engineering services for the permanent design and reconstruction of Riverbend Park. As an alternative, the staff requests that the Council grant negotiations with WithersRavenel, should the Town will not be successful with Benesch.

Councilwoman Rensink motioned to approve the RFQ Recommendation. Councilwoman Holmes seconded the motion. Motion approved and passed 5/0.

A. Grindstaff & Sons Grading:

Included in the packet is a contract for Grindstaff and Sons Grading for the work performed under exigent circumstances related to the damage on Sunnybrook Drive.

The Town remains subject to Federal, State, and local emergency disaster declarations and is still under exigent circumstances.

The work repaired a damaged culvert, stream crossing, and hill-slide on Sunnybrook Drive. Sunnybrook Drive is the only access and entrance to a neighborhood of approximately 20 homes.



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

B. 2025.002: An Ordinance to revise Chapter 8 Town Code- Emergencies:

Included in the packet is ordinance 2025.02, an ordinance amending Chapter 8 Emergencies, of the Town Code.

The current ordinance is out of date and references statutes that have been amended or replaced. The revised ordinance contains updated statutory authorities in G.S. 166A-19.31

Councilwoman Holmes motioned to approve the revised Town Code for Emergencies. Councilwoman Rensink seconded the motion. Motion approved and passed 5/0.

V. MANAGER'S REPORT:

Manager Stines informed Council that the final public engagement for the Downtown Streetscape Master Plan will be held on the 3rd Thursday event. The project when complete, will help the Town in future grant applications as well the current small biz grant that has been applied for. It was also confirmed that the regular scheduled September 22 Council meeting would be cancelled and a Special Called meeting will be held September 29. Manager Stines introduced Marie Murphy, the Town's new Utility Clerk.



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VI. MAYOR/COUNCIL REQUESTS OR COMMENTS:

Councilwoman Holmes talked about a Banquet for all of the workers who worked during the storm that would be taking place Monday, September 22, 2025 at The First Baptist Church in Spruce Pine.

There will be a Prayer Vigil at 8am Lower Street Pocket Park in Spruce Pine Saturday, September 27, 2025 for the 1-year anniversary of Hurricane Helene. It will be a time of remembrance, thanksgiving, prayer, testimonies & worship music.

VII. ADJOURNMENT

Mayor Hise motioned to adjourn @ 623pm. Councilman Buchanan seconded the motion.



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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: 9/29/2025
Subject: ARC Grant

The Town has received a grant from the Appalachian Regional Commission (ARC) for an amount of \$700,000. This grant is for the replacement of the Burleson Hill Water Pump Station. There is a cost difference in the project, determined by a Preliminary Engineers Report (PER) for an estimated amount of \$894,450. Any shortfalls within the project, not covered by the grant would come from direct appropriations.

Respectfully,

Daniel Stines
Town Manager

Grant Project Ordinance Between Appalachian Regional Commission and Town of Spruce Pine

BE IT ORDAINED by the Town of Spruce Pine, North Carolina has entered into a Grant Agreement with Appalachian Regional Commission for Project Hwy 226 Water Pump Station Replacement.

Section 1: This ordinance is to establish a budget for a project funded by the Appalachian Regional Commission (ARC) Contract Number : NC-22501-2025 , Project Title: Hwy 226 Water Pump Station Replacement. The Administrative/Fiscal agent for the grant is North Carolina Department of Commerce. These funds may be used for the following expenditure, to the extent authorized by state law.

1. The agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 ISC 14321) to replace an aging water pump station to accommodate economic growth around Highway 226.
2. The project will construct a new water pump station and emergency standby generator with two pumps rated to provided 700 gallons per minute, a .684 MGD increase in capacity from the current system.

Section 2: The ordinance recognizes that the ARC funds are being made available to the project through the North Carolina Department of Commerce (NCDOC) and will be administer in accordance with the Memorandum of Understanding (MOU) between NCDOC and the Appalachian Regional Commission, executed on June 24, 2015. This project shall be carried out in general accord with Grantee's proposal, approved by ARC on August 18, 2025.

Section 3: The following amounts are appropriated for the project and authorized for expenditures:

Project Code	Project Description	Appropriation
85-815-05	Water Pump Station Replacement	\$700,000
TOTAL		\$700,000

Section 4: The following revenues are anticipated to be available to complete the project:

ARC Grant Funds: \$700,000

TOTAL: **\$700,000**

Section 5: The Finance Officer is hereby directed to maintain sufficient detailed accounting accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: Copies of the grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and the Clerk to the Spruce Pine Town Council.

Section 7: This grant project ordinance expires on August 30, 2028, or when all funds have been obligated and expended by the Town of Spruce Pine.

This Grant Project Ordinance is hereby adopted on September 29, 2025.

Phillip Hise, Mayor

Attest:

Marsha Hoilman, Clerk

**Grant Agreement
Between
Appalachian Regional Commission
and
Town of Spruce Pine**

**(Fiscal Agent for Town of Spruce Pine: North Carolina Department of
Commerce)**

ARC Contract Number: NC-22501-2025		
Project Title: Hwy 226 Water Pump Station Replacement		
ADMINISTRATIVE/FISCAL AGENT:	North Carolina Department of Commerce 4313 Mail Service Center Raleigh, NC 27699	GRANTEE: Town of Spruce Pine 11050 South Two Twenty Six Highway Spruce Pine, NC 28777-0189 Project Director: Daniel Stines 828-765-3000
Fiscal Agent's EIN:	156-1611847	ARC Project Coordinator: Sarah Arney
Fiscal Agent Contact:		State Administration/Liaison Officer: Olivia Collier 919-814-4656
Part I - Special Provisions		

1. Statement of Purpose - Incorporation of Proposal:

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to replace an aging water pump station to accommodate economic growth around Highway 226. The project will construct a new water pump station and emergency standby generator with two pumps rated to provide 700 gallons per minute, a .684 MGD increase in capacity from the current system.

ARC funds are being made available to the project through the North Carolina Department of Commerce (NCDOC) and will be administered in accordance with the Memorandum of Understanding (MOU) between NCDOC and the Appalachian Regional Commission, executed on June 24, 2015, which is attached to and hereby incorporated into this agreement.

This project shall be carried out in general accord with Grantee's proposal, approved by ARC on August 18, 2025. Grantee's proposal is incorporated by this reference as a supplement to this agreement. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

2. Order of Precedence:

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, these Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual, and any other incorporated Supplements. Any conflicts among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

3. Reports:

The Grantee shall submit reports for this project to the Fiscal Agent semi-annually, or at a greater frequency determined by the Fiscal Agent. An annual report for this project shall be submitted by the Fiscal Agent to ARC, as required by the Memorandum of Agreement referenced in Article 1 on a schedule to be agreed to between the Fiscal Agent and the ARC Project Coordinator.

4. Consideration and Method of Payment:

A. Total.

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$700,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$894,450 in cash, contributed services, or in-kind contributions, as approved by ARC. Payments under this Agreement shall be made to the Grantee through the North Carolina Department of Commerce, as Fiscal Agent. The Grantee shall not incur any project-related costs nor begin construction without prior approval from the Fiscal Agent.

B. Method.

Progress payments in the full amount of the total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the agreement, Grantee shall receive any balance of funds, which may be due under this agreement. Payments under this agreement shall be made under the Automated Standard Application for Payments (ASAP) process or, if necessary, upon the receipt of the Fiscal Agent's invoice.

5. Budget:

Costs will be determined in general accord with the budget (which is attached to and hereby incorporated into this agreement), subject to the terms of this Grant Agreement, the Registered State Basic Agency Grant Administration Manual, and pertinent ARC Code Provisions.

6. Period of Performance:

The grant period of performance shall be 9/1/2025 through 8/30/2028.

7. Federal Retention of Interest:

Title to equipment purchased with grant funds, and/or real property purchased or improved with grant funds, resides with the Grantee or Subgrantee and their assignees and successors, as applicable. However, it is a conditional title, and the federal government retains a federal interest in the property. The equipment and/or real property must be accounted for during and after the end of the project period according to OMB property standards at 2 C.F.R. 200.310-316. Grantees and Subgrantees, other than

state agencies, must also record a notice of federal interest (NFI) in real property purchased or improved with ARC funds and in equipment purchased with ARC funds when the amount of ARC funding provided for the equipment purchase exceeds \$250,000. All Grantees and Subgrantees purchasing equipment, or purchasing or improving real property, must continue to use the equipment and/or real property in the same or other projects related to objectives of ARC, as approved by ARC. It is the Grantee's responsibility to ensure that the equipment and/or real property is being used primarily for the purposes of the grant and to notify ARC promptly in the event that the equipment and/or real property is no longer being used for such purposes. If the Grantee or Subgrantee wishes to change the use of the equipment and/or real property, or dispose of it or transfer ownership, the Grantee or Subgrantee must contact ARC to request disposition instructions. The federal government is entitled to an amount equal to the value of the ARC share in the property at the time of the change of use, disposal, or transfer of ownership.

Brandon McBride

9/2/2025

Executive Director

Date

Daniel Stines-9/2/2025

9/2/2025

**Daniel Stines
Town Manager**

Date

Part II
Appalachian Regional Commission
Grant Agreement: General Provisions

Article 1 General Procedures.

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

Article 2 Restrictions on Use of ARC Funds.

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

Article 3 Work Plan/Detailed Budget.

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

Article 4 Reports.

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

Article 5 Contracting Procedures

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

Article 6 Subcontracting.

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

Article 7 Coordination and Non-Duplication.

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

Article 8 Project Personnel.

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

Article 9 Compliance with Applicable Laws.

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

Article 10 Retention of Rights.

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

Article 11 Method of Payment.

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

NOTE: All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

Article 12 Grant-Related Income.

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

Article 13 Rebates and Discharges from Liability.

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

Article 14 Records /Audit.

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be

reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

Article 15 Responsibilities.

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

Article 16 Grantee's Principal Personnel.

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

Article 17 ARC Representative.

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

Article 18 State Administration and Liaison Officer.

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

Article 19 Disputes.

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

Article 20 Termination and Other Enforcement Action.

ARC may terminate this federal award in whole or in part, at any time, on the following grounds: If the grant recipient or subrecipient fails to comply with the terms and conditions of the federal award; for convenience; whenever it is in the best interest of ARC or the federal government; if ARC determines that the award no longer effectuates the program goals or agency priorities; if the award does not advance the national interest; based upon the availability of appropriated funds; or with the consent of the Grantee, in which case ARC and the Grantee shall agree upon the termination conditions.

The Grantee may terminate the federal award in whole or in part upon sending to ARC a written notification of the reasons for a termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if ARC determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, ARC may terminate the federal award in its entirety.

ARC may take all enforcement actions, including award termination, suspension or imposing additional conditions on the federal award, in accordance with applicable Executive Orders, regulations or other federal laws.

Article 21 Official Not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

Article 22 Covenant Against Contingent Fees.

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 23 Equal Opportunity.

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities. See also 2 CFR 200.332(e), 200.318(b), and 200.501(h). By executing this agreement and submitting each payment request or invoice to ARC, the Grantee is, and will continually be, certifying that it is complying in all respect with all applicable Federal anti-discrimination laws and it is not operating any programs promoting "diversity, equity, and inclusion," including this grant project, in violation of any applicable Federal anti-discrimination laws. In doing so, the Grantee acknowledges that such certification is material to ARC's payment decision for purposes of 31 U.S.C. 3729(b)(4).

Article 24 Patent Rights.

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

Article 25 Statement of Federal Funding.

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this

Agreement, Grantee agrees and warrants that it shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

Article 26 Lobbying.

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

Article 27 Copyrights.

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contract funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

Article 28 Buy America.

General. None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

- (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 used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent 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; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

Definitions. The definitions provided in the ARC website related to the Buy America are hereby

incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

Exclusions. This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers. A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

Article 29 Unique Entity Identifier.

Federal award recipients are required to have an active unique entity identifier (UEI) registered in SAM.gov in order to receive a disbursement of grant funds. Further, ARC cannot award grants or process payments to grantees who are excluded from such as indicated on SAM.gov. Grantee agrees to maintain an active SAM.gov registration with current information at all times while the ARC grant is open.

Direct subrecipients of grantees must obtain a UEI in order to receive funds as a subrecipient (subrecipients of subrecipients are not subject to this requirement). Grantees are responsible for verifying that their subrecipients have a valid UEI. See 2 CFR Part 25.

Article 30 Reporting Subawards and Executive Compensation.

Grantees that receive a federal grant of \$30,000 or more may be subject to Federal Funding Accountability and Transparency Act (FFATA) reporting requirements (Pub. L. 109-282, as amended). FFATA requires grantees to report data on their executives' compensation and their subawards, if any. Exceptions to FFATA reporting requirements apply in certain circumstances. Grantee agrees to comply with all applicable FFATA requirements. See 2 CFR Part 170.

For reporting purposes, ARC Federal Award Identification Numbers (FAIN) are formatted as follows: ARC + last two digits of the award fiscal year + C + five-digit project number without any alphabetical letters. For example, the FAIN for an FY2024 award with project number CO-12345 would be: ARC24C12345.

Article 31 Reporting of Matters Related to Recipient Integrity and Performance.

Grantee is subject to the reporting requirements in Appendix XII of 2 CFR Part 200 if, for any period of time during the performance of this Federal award, Grantee has received active grants, cooperative agreements and procurement contracts from Federal agencies with a total value of over \$10,000,000. Please see Appendix XII for more information.

Article 32 Trafficking in Persons.

(1) ARC may terminate this grant or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a private entity receiving funds under this award as a recipient or subrecipient engages in: (a) Severe forms of trafficking in persons; (b) The procurement of a commercial sex act during the period of time that the grant is in effect; (c) The use of forced labor in the performance of the grant; or (d) Acts that directly support or advance trafficking in persons, including the following acts: (i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents; (ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: 1. exempted from the requirement to provide or pay for such return transportation by ARC; or 2. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; (iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; (iv) Charging recruited employees a placement or recruitment fee; or (v) Providing or arranging housing that fails to meet the host country's housing and safety standards. See 2 CFR Part 175.

(2) Grantee certifies that applicable requirements of 2 CFR 175.105(b) have been and will be met each year this award is in effect.

(3) Grantee shall immediately inform ARC and its Inspector General of any credible information alleging human trafficking has taken place, and fully cooperate with audits, investigations or corrective actions, as required by 2 CFR 175.105(c).

Article 33 Whistleblower Protections.

An employee of a grant recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310, as well as 2 CFR 200.217.



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



MEMOS

To: Mayor & Town Council
From: Town Manager
Date: 9/29/2025
Subject: Tri-County Rental Contract

In the aftermath of Helene, the Town operated under exigent circumstances to repair and rebuild infrastructure within the Town. Much of the Town's tools and equipment were lost or damaged in the storm. The Town utilized Tri-County Equipment Rentals for necessary tools and equipment.

The attached contract is a continuation of solidifying any outstanding contracts, or contracts in need of amendment for the purposes of proper procurement and FEMA procedures.

Respectfully,

Daniel Stines
Town Manager

**STATE OF NORTH CAROLINA
COUNTY OF MITCHELL**

**EQUIPMENT RENTAL CONTRACT – TRI-COUNTY EQUIPMENT RENTAL, INC.
(Exigent Circumstances – Equipment Rental)**

THIS EQUIPMENT RENTAL CONTRACT (“Contract”) made September 1, 2025 effective September 27, 2024 (“Effective Date”), by and between **THE TOWN OF SPRUCE PINE** (“Town”) and **TRI-COUNTY EQUIPMENT RENTAL, INC.** (“Contractor”) (collectively “Parties”), for emergency equipment rental for the Town (“Project”).

WITNESSETH:

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

WHEREAS, the Town is currently subject to Federal, State and local emergency disaster declarations;

WHEREAS, as a result of Hurricane Helene’s impact, on September 27, 2024, the Town’s lost its entire Public Works Building (including all the contents inside which included, but was not limited to, vehicles, equipment, tools, etc.);

WHEREAS, due to the emergency situation happening in the Town from flooding, landscapes, fallen trees and other natural disasters from Hurricane Helene’s impact, the Town’s Public Works employees needed to immediately start work removing trees and restoring vital infrastructure including destroyed water and wastewater systems to prevent an environmental and public health safety disaster;

WHEREAS, the timeframe to procure rental equipment was extremely time-sensitive and urgent, and Contractor, who is local to the area, had the necessary equipment ready and available for the Town’s use; and

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

1. Scope and Pricing. This Contract is intended to address all equipment rentals from Contractor starting after September 27, 2024, and continuing as approved, in advance, in writing during the Term of this Contract. All of the equipment rentals provided to the Town as of the August 31, 2025 are contained in multiple invoices that are specifically incorporated herein as Exhibit A.

2. Term and Termination for Cause and Convenience. This Contract may be terminated by Contractor, only with cause, upon Contractor 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** Contractor shall provide monthly, itemized invoices to the Town no later than the tenth day of the following month for the services performed for the preceding month. The invoices shall provide detailed entries supporting the charges.

4. **Insurance** As a condition precedent to this Agreement and at the Town's request, 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 Accord 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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

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

13. **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.

TRI-COUNTY EQUIPMENT RENTAL, INC.

Print: _____
Title: _____
Date: _____

THE TOWN OF SPRUCE PINE

Date: _____

Daniel Stines, Town Manager

ATTEST:

Marsha Hoilman, Town Clerk
Date: _____

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

Finance Officer
Date: _____

EXHIBIT A

Invoices

Invoice Date	Vendor Name	Invoice#	Invoice Total	
10/17/24	Tri-County Equipment Rental, Inc	18977	\$	1,280.43
11/06/24	Tri-County Equipment Rental, Inc	19304	\$	4,268.93
11/06/24	Tri-County Equipment Rental, Inc	19303	\$	4,003.13
11/18/24	Tri-County Equipment Rental, Inc	19520	\$	4,163.25
11/19/24	Tri-County Equipment Rental, Inc	19533	\$	62.45
01/02/25	Tri-County Equipment Rental, Inc	18843-R6	\$	8,860.25
01/10/25	Tri-County Equipment Rental, Inc	20257	\$	17.04
01/27/25	Tri-County Equipment Rental, Inc	20499	\$	21.78
01/28/25	Tri-County Equipment Rental, Inc	20523	\$	22.10
01/29/25	Tri-County Equipment Rental, Inc	20539	\$	7.98
02/04/25	Tri-County Equipment Rental, Inc	20659	\$	21.78
02/12/25	Tri-County Equipment Rental, Inc	20816	\$	665.38
02/13/25	Tri-County Equipment Rental, Inc	20831	\$	4,990.56
04/03/25	Tri-County Equipment Rental, Inc	21903	\$	4,227.30
05/14/25	Tri-County Equipment Rental, Inc	22827	\$	69.28
05/16/25	Tri-County Equipment Rental, Inc	22899	\$	206.03
06/03/25	Tri-County Equipment Rental, Inc	23256	\$	19.22
06/04/25	Tri-County Equipment Rental, Inc	23267	\$	101.38
06/11/25	Tri-County Equipment Rental, Inc	23423	\$	2,550.29
Grand Total as of 08 31 2025			\$	35,558.56

Town of Spruce Pine
Shelly Buchanan
Po Box 189
28777 Spruce Pine
finance@sprucepine-nc.gov

Phone
+18287653000

Tri- County Equipment Rental Inc.
404 Banks Creek Rd Burnsville, NC 28714 (828-678-3976)
6217 US HWY 19E Spruce Pine, NC 28777 (828-520-1088)
United States



tcc.rental.office@gmail.com

Invoice date 01-02-2025

Invoice #18843-R6

Order #19540
Pickup 09-29-2024 07:30 AM
Return 01-02-2025 05:00 PM

			Price	Tax	Total
1 x		Excavator 35G Rental (8,000lbs) NEW HITACHI	Rental \$8,200.00	Standard Sales Tax	\$8,200.00
1 x		Delivery/Pickup	Fixed \$100.00	Standard Sales Tax	\$100.00

This Machine has been Returned

Subtotal	\$8,300.00
Total excl. taxes	\$8,300.00
NC Sales Tax	\$560.25
Total incl. taxes	\$8,860.25
Outstanding	\$8,860.25

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

10-560-77 8300
10-133-00 394.25
10-133-01 146

Town of Spruce Pine
Shelly Buchanan
Po Box 189
28777 Spruce Pine
finance@sprucepine-nc.gov

Phone
+18287653000

Tri- County Equipment Rental Inc.
404 Banks Creek Rd Burnsville, NC
28714 (828-678-3976)
6217 US HWY 19E Spruce Pine, NC
28777 (828-520-1088)
United States



tcc.rental.office@gmail.com

Invoice date 10-17-2024

Invoice #18977

Order #19681
Pickup 10-17-2024 07:30 AM
Return 10-17-2024 05:00 PM

			Price	Tax	Total
1x		Husqvarna Powerhead Chainsaw 372XP 20"	Fixed \$1,129.99	Standard Sales Tax	\$1,129.99
4x		Husqvarna Premixed Fuel Quart	Fixed \$9.50	Standard Sales Tax	\$38.00
1x		Husqvarna X-Guard Bar & Chain Oil - 1 Gallon	Fixed \$23.50	Standard Sales Tax	\$23.50
2x		Husqvarna Chainsaw File 3/16" 588246101	Fixed \$3.99	Standard Sales Tax	\$7.98

Subtotal \$1,199.47

Total excl. taxes \$1,199.47

NC Sales Tax \$80.96

Total incl. taxes \$1,280.43

Outstanding \$1,280.43

P.W.

10-560-77 1199.47
10-133-00 56.97
10-133-01 23.99

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

Contract Page 8

Town of Spruce Pine
Shelly Buchanan
Po Box 189
28777 Spruce Pine
finance@sprucepine-nc.gov

Phone
+18287653000

Tri-County Equipment Rental Inc.
404 Banks Creek Rd Burnsville, NC
28714 (828-678 3976)
6217 US HWY 19E Spruce Pine, NC
28777 (828-520 1088)
United States



loc.rental.office@gmail.com

Invoice date 11-06-2024

Invoice #19303

Order #70012
Pickup 09-29-2024 07:30 AM
Return 11-04-2024 05:00 PM

			Price	Tax	Total
1x	 Excavator 35G Rental (8,000lbs)	1M 1W 1D	\$3,320.00	Standard Sales Tax	\$3,720.00
1x	 Rental Protection	Fixed	\$332.00	Standard Sales Tax	\$332.00
1x	DELIVERY		\$50.00	Standard Sales Tax	\$50.00
8x	 Fuel Charge \$6.00/Gallon	Fixed	\$6.00	Standard Sales Tax	\$6.00

30-811-77 3750
10-133-00 178.13
10-133-01 75

Subtotal \$3,750.00
Total excl taxes \$3,750.00
NC Sales Tax \$253.13
Total incl. taxes \$4,003.13
Outstanding \$4,003.13

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature: _____ Date: _____

Hours Out: _____ Hours In: _____

Town of Spruce Pine
Shelly Buchanan
Po Box 189
28777 Spruce Pine
finance@sprucepine-nc.gov

Phone
+18287653000

Tri-County Equipment Rental Inc.
404 Banks Creek Rd Burnsville, NC
28714 (828-678 3976)
6217 US HWY 19F Spruce Pine, NC
28777 (828 520 1088)
United States



trc.rental.office@gmail.com

Invoice date 11-06-2024

Invoice #19304

Order #20040
Pickup 09-29-2024 07:30 AM
Return 11-05-2024 05:00 PM

		Price	Tax	Total
1x	 Excavator 35G Rental (8,000lbs)	1M 1W 2D \$3,590.00	Standard Sales Tax	\$3,590.00
1x	 Rental Protection	Fixed \$359.00	Standard Sales Tax	\$359.00
1x	DELIVERY	\$50.00	Standard Sales Tax	\$50.00

Subtotal \$3,999.00

Total excl. taxes \$3,999.00

NC Sales Tax \$268.93

Total incl. taxes \$4,268.93

Outstanding \$4,268.93

30-811-PM 3999
10-133-00 189.95
10-133-01 79.98

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature: _____ Date: _____

Hours Out: _____ Hours In: _____

*Make all checks payable to (Tri County Equipment Rental)

Town of Spruce Pine
Shelly Buchanan
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28777 Spruce Pine
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6217 US HWY 19E Spruce Pine, NC
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tcc.rental.office@gmail.com



Invoice #19520

Invoice date 11-18-2024

Order #20272
Pickup 09-29-2024 07:30 AM
Return 11-08-2024 05:00 PM

			Price	Tax	Total
2 x		Light Tower	\$1,900.00	Standard Sales Tax	\$3,800.00
1 x		DELIVERY	\$50.00	Standard Sales Tax	\$50.00
1 x		DELIVERY	\$50.00	Standard Sales Tax	\$50.00
RETURNED				Subtotal	\$3,900.00
				Total excl. taxes	\$3,900.00
				NC Sales Tax	\$263.25
				Total incl. taxes	\$4,163.25
				Outstanding	\$4,163.25

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

10-560-77 2400
10-133-00 1263.25
10-133-01 72

Town of Spruce Pine

Shelly Buchanan

Po Box 189

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Tri- County Equipment Rental Inc.

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6217 US HWY 19E Spruce Pine, NC


28777 (828-520-1088)

United States



tcc.rental.office@gmail.com

Invoice date 02-04-2025**Order** #21440**Pickup** 02-04-2025 01:30 PM**Return** 02-04-2025 05:00 PM**Invoice #20659**

			Price	Tax	Total
2x		10W-30 Kohler oil	Fixed \$10.20	Standard Sales Tax	\$20.40
					Subtotal \$20.40
					Total excl. taxes \$20.40
					NC Sales Tax \$1.38
					Total incl. taxes \$21.78
					Outstanding \$21.78

10-500-14 20.40

10-133-00 .97

10-133-01 .41

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

***Make all checks payable to (Tri County Equipment Rental)**

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tcc.rental.office@gmail.com

Invoice date 02-12-2025

Order #21597
Pickup 02-12-2025 07:30 AM
Return 02-12-2025 05:00 PM

Invoice #20816

			Price	Tax	Total
1x		DEWALT 215000-BTU Forced Air Outdoor Kerosene Heater	Fixed	\$623.31	Standard Sales Tax \$623.31
					Subtotal \$623.31
					Total excl. taxes \$623.31
					NC Sales Tax \$42.07
					Total incl. taxes \$665.38
					Outstanding \$665.38

10-540-77 623.31
10-133-00 29.40
10-133-01 12.47

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

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GL 10-560-774675.00 10-133-01 93.50
10-133-00 222.00

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United States



tcc.rental.office@gmail.com

Invoice date 02-13-2025

Order #21610
Pickup 10-02-2024 07:30 AM
Return 02-19-2025 05:00 PM

Invoice #20831

			Price	Tax	Total
1 x		Fork Lift 3500lbs	5 months	\$4,250.00	Standard Sales Tax \$4,250.00
1 x		Rental Protection	Fixed	\$425.00	Standard Sales Tax \$425.00
Subtotal					\$4,675.00
Total excl. taxes					\$4,675.00
NC Sales Tax					\$315.56
Total incl. taxes					\$4,990.56
Outstanding					\$4,990.56

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

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United States
tcc.rental.office@gmail.com

Invoice date 04-03-2025

Order #20791
Pickup 09-29-2024 07:30 AM
Return 03-28-2025 05:00 PM

Invoice #21903

		Price	Tax	Total
1 x	Light Tower Rent Charge (6 Month Rental)	\$3,960.00	Standard Sales Tax	\$3,960.00
Subtotal				\$3,960.00
Total excl. taxes				\$3,960.00
NC Sales Tax				\$267.30
Total incl. taxes				\$4,227.30
Due				\$4,227.30

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

Town of Spruce Pine
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678-3976)
6217 US HWY 19E Spruce Pine, NC 28777 (828-
520-1088)

United States

tcc.rental.office@gmail.com






*Contents
lost in storm
(Helene)

Invoice date 05-14-2025

Order #23674
Pickup 05-14-2025 07:30 AM
Return 05-14-2025 05:00 PM

Invoice #22827

			Price	Tax	Total
1 x		Hilti Hammer Drill TE 60	1/2 Day	\$44.00	Standard Sales Tax \$44.00
1 x		Core Bit Rentals - 2- 5/8"	1/2 day	\$15.00	Standard Sales Tax \$15.00
1 x		Rental Protection	Fixed	\$5.90	Standard Sales Tax \$5.90

Job Name- Duncan Street

Subtotal \$64.90

Total excl. taxes \$64.90

NC Sales Tax \$4.38

Total incl. taxes \$69.28

Due \$69.28

Cy

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature: _____ Date: _____

Hours Out: _____ Hours In: _____

*Make all checks payable to {Tri County Equipment Rental}

PAID
CK. NO. 27813
DATE 6/13/25

Town of Spruce Pine
Shelly Buchanan
Po Box 189
28777 Spruce Pine
finance@sprucepine-nc.gov

Phone
+18287653000

(Helene)
Emergency
Sewer

Invoice #22899

62 30-812-00 173.00
10-133-00 9.17
10-133-01 3.84

Auto
Sewer

Tri- County Equipment Rental Inc.
404 Banks Creek Rd Burnsville, NC 28714 (828-
678-3976)
6217 US HWY 19E Spruce Pine, NC 28777 (828-
520-1088)







United States

tcc.rental.office@gmail.com

Invoice date 05-16-2025

Order #23743
Pickup 05-15-2025 07:30 AM
Return 05-15-2025 05:00 PM

			Price	Tax	Total
1 x		Hilti Hammer Drill TE 60	2 Day	\$130.00	Standard Sales Tax \$130.00
1 x		Rental Protection	Fixed	\$13.00	Standard Sales Tax \$13.00
1 x		1" Drill		\$25.00	Standard Sales Tax \$25.00
1 x		3" Core Bit		\$25.00	Standard Sales Tax \$25.00

Job Name- Sewer Plant

Subtotal \$193.00

Total excl. taxes \$193.00

NC Sales Tax \$13.03

Total incl. taxes \$206.03

30-812-77

Due \$206.03

af

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

PAID
CK. NO. 27813
DATE 6/13/25

GL 10-360-33 11.22
10-133-00 :91
10-133-01 :31

Town of Spruce Pine
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520-1088)




United States
tcc.rental.office@gmail.com

Invoice date 06-03-2025

Order #24101
Pickup 06-03-2025 02:30 PM
Return 06-03-2025 05:00 PM

Invoice #23256

				Price	Tax	Total
2 x		Marking Paint (Orange)	Fixed	\$9.00	Standard Sales Tax	\$18.00
						Subtotal \$18.00
						Total excl. taxes \$18.00
						NC Sales Tax \$1.22
						Total incl. taxes \$19.22
						Due \$19.22

cyf

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature: _____ Date: _____

Hours Out: _____ Hours In: _____

*Make all checks payable to {Tri County Equipment Rental}

PAID
CK. NO. 27813
DATE 6/13/25

Town of Spruce Pine
Shelly Buchanan
Po Box 189
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Phone
+18287653000

* Contents
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(Helene)

Invoice #23267

30-812-111 14.71
10-133-00 4.51
10-133-01 1.90

Tri- County Equipment Rental Inc.
404 Banks Creek Rd Burnsville, NC 28714 (828-
678-3976)
6217 US HWY 19E Spruce Pine, NC 28777 (828-
520-1088)






United States

tcc.rental.office@gmail.com

Invoice date 06-04-2025

Order #24113
Pickup 06-04-2025 07:30 AM
Return 06-04-2025 05:00 PM

			Price	Tax	Total
1 x		Husqvarna 18" X-Force Bar	Fixed \$49.99	Standard Sales Tax	\$49.99
1 x		Husqvarna 20" X-Cut Skip Tooth 585551472	Fixed \$32.99	Standard Sales Tax	\$32.99
1 x		Saw Wrench	\$11.99	Standard Sales Tax	\$11.99
Subtotal					\$94.97
Total excl. taxes					\$94.97
NC Sales Tax					\$6.41
Total incl. taxes					\$101.38
Due					\$101.38

cy

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

PAID
CK. NO. 27813
DATE 6/13/25

Town of Spruce Pine
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678-3976)
6217 US HWY 19E Spruce Pine, NC 28777 (828-
520-1088)



United States

tcc.rental.office@gmail.com









ask
Anish

*Contents
lost in storm
(Helene)

Invoice date 06-11-2025

Order #24259
Pickup 06-11-2025 07:30 AM
Return 06-11-2025 05:00 PM

Invoice #23423

				Price	Tax	Total
1 x		Husqvarna T540XP III S/N-20231400636	Fixed	\$719.19	Standard Sales Tax	\$719.19
2 x		Husqvarna 525LST Trimmer MARK11 S/N-20231500161 S/N-20242800387	Fixed	\$399.99	Standard Sales Tax	\$799.98
1 x		Husqvarna 525HE4 13' Reach Hedge Trimmer 967945101 20230800079	Fixed	\$629.99	Standard Sales Tax	\$629.99
2 x		Husqvarna Support Flange 537285601 (Drawer 4, Row 6)	Fixed	\$13.99	Standard Sales Tax	\$27.98
2 x		Supporting Cup 503890101 (Drawer 4, Row 6)	Fixed	\$24.99	Standard Sales Tax	\$49.98
2 x		Husqvarna Gearhead Nut 503856301 (Drawer 4, Row 6)	Fixed	\$5.99	Standard Sales Tax	\$11.98
1 x		Gatorline Magnum Square .095 22-095	Fixed	\$93.95	Standard Sales Tax	\$93.95
2 x		Multi-300-3t	Fixed	\$27.99	Standard Sales Tax	\$55.98

Subtotal \$2,389.03

Total excl. taxes \$2,389.03

NC Sales Tax \$161.26

Total incl. taxes \$2,550.29

Due \$2,550.29

PAID
CK. NO. 27813
DATE 6/13/25

10-560-77
10-133-00

Contract Page 20

February Invoice

Town Of Spruce Pine

Invoice Number	Total Invoice Amount	Total Amount Due
20539	\$7.98	
20659	\$21.78	
20816	\$665.38	
Total	\$695.14	

Town of Spruce Pine
Shelly Buchanan
Po Box 189
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finance@sprucepine-nc.gov

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404 Banks Creek Rd Burnsville, NC
28714 (828-678-3976)
6217 US HWY 19E Spruce Pine, NC
28777 (828-520-1088)
United States



tcc.rental.office@gmail.com

Invoice date 11-19-2024

Invoice #19533

Order #20286
Pickup 11-19-2024 07:30 AM
Return 11-19-2024 05:00 PM

		Price	Tax	Total
1x	 Husqvarna Mixing Oil 12.80z (6pack)	Fixed \$58.50	Standard Sales Tax	\$58.50

10-540-16 58.50
10-133-00 2.78
10-133-01 1.17

Subtotal \$58.50
Total excl. taxes \$58.50
NC Sales Tax \$3.95
Total incl. taxes \$62.45
Outstanding \$62.45

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ **Date:**_____

Hours Out:_____ **Hours In:**_____

***Make all checks payable to {Tri County Equipment Rental}**

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Invoice date 01-10-2025

Order #21032
Pickup 01-10-2025 07:30 AM
Return 01-10-2025 05:00 PM

Invoice #20257

			Price	Tax	Total
4x		Carburetor Cleaner Spray	Fixed \$3.99	Standard Sales Tax	\$15.96
					Subtotal \$15.96
					Total excl. taxes \$15.96
					NC Sales Tax \$1.08
					Total incl. taxes \$17.04
					Outstanding \$17.04

10-520-16 15.96
10-133-00 .74
10-133-01 .32

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature: _____ Date: _____

Hours Out: _____ Hours In: _____

***Make all checks payable to {Tri County Equipment Rental}**

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Invoice date 01-27-2025

Order #21276
Pickup 01-27-2025 07:30 AM
Return 01-27-2025 05:00 PM

Invoice #20499

		Price	Tax	Total
2x	 10W-30 Kohler oil	Fixed \$10.20	Standard Sales Tax	\$20.40
Subtotal				\$20.40
Total excl. taxes				\$20.40
NC Sales Tax				\$1.38
Total incl. taxes				\$21.78
Outstanding				\$21.78

10-520-16 20.40
10-133-00 .97
10733-01 .41

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

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tcc.rental.office@gmail.com

Invoice date 01-28-2025

Order #21302
Pickup 01-28-2025 07:30 AM
Return 01-28-2025 05:00 PM

Invoice #20523

			Price	Tax	Total
1x	 Spark Plug BPR6ES	Fixed	\$6.38	Standard Sales Tax	\$6.38
1x	Blue Dolphin Drywall Sanding Sheets 5PK		\$12.82	Standard Sales Tax	\$12.82
3x	#5 Pull Rope Per FT		\$0.50	Standard Sales Tax	\$1.50

10-520-33 20.70
10-133-00 .98
10-133-01 .42

Subtotal	\$20.70
Total excl. taxes	\$20.70
NC Sales Tax	\$1.40
Total incl. taxes	\$22.10
Outstanding	\$22.10

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

Contract Page 25

Town of Spruce Pine

Shelly Buchanan
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Invoice date 01-29-2025

Order #21315

Pickup 01-29-2025 09:30 AM

Return 01-29-2025 05:00 PM

Invoice #20539

			Price	Tax	Total	
1x		Carbon Stainless Steel Brush 63514	Fixed	\$7.48	Standard Sales Tax	\$7.48
					Subtotal	\$7.48
					Total excl. taxes	\$7.48
					NC Sales Tax	\$0.50
					Total incl. taxes	\$7.98
					Outstanding	\$7.98

10-560-33 7.48
10-133-00 .34
10-133-01 .14

Due upon receipt

Items received subject to conditions on reverse side. There are no warranties or description on the face hereof.

Signature:_____ Date:_____

Hours Out:_____ Hours In:_____

*Make all checks payable to {Tri County Equipment Rental}

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. 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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 Tri-County Equipment Rental, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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 and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Tri-County Equipment Rental, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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, Tri-County Equipment Rental, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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: 9/29/2025
Subject: 3rd Round Cash-Flow Loans

In the aftermath of Helene, the State has released a series of cash-flow loans in efforts to assist in recovery efforts as Towns navigate the FEMA reimbursement process.

Since FEMA is a reimbursement program, the Town will inevitably begin inheriting an influx of capital size project invoices related to large project rebuilds such as the WWTP, Parks and Bridge. The loans are designed to offer a principal forgiveness and a payback period that should reflect a reimbursement timeline with the larger FEMA projects.

This is the 3rd round of funds issued, this round coming from the State Treasurers Office in an amount of \$3,364,027. The Town has created a special account for the 1st and 2nd round funds where they have been left untouched. The 3rd round would be deposited into the same account and utilized when work begins on larger Helene damaged projects.

The agreement is included in the packet for review.

Respectfully,

Daniel Stines
Town Manager

Finance Officer

**STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL
GOVERNMENTS**

LOAN AGREEMENT (ROUND 3)

BETWEEN

**THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE
TREASURER)**

AND

THE TOWN OF SPRUCE PINE, NORTH CAROLINA

Loan Round:	Round 3
Round 3 Loan Number:	Spruce Pine-Round3Loan-70815
Round 3 Loan Date:	_____
Round 3 Loan Amount:	\$3,364,027.00

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **Town of Spruce Pine, North Carolina** (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$3,364,027.00** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$3,364,027.00**.
- f. As provided in the Authorizing Act:
 - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the “Federal Funding Programs”). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT’s eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

TOWN OF SPRUCE PINE, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Jeff Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 3 NORTH CAROLINA CASHFLOW LOAN AGREEMENT
AND PROMISSORY NOTE**

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in Round 3 of the Loan Program are required to execute a Round 3 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF SPRUCE PINE, NORTH CAROLINA:

1. That the Round 3 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

TOWN OF SPRUCE PINE, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:

Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

This Promissory Note has been pre-audited as required by the
Local Government Budget and Fiscal Control Act

Finance Officer

PROMISSORY NOTE

Date: _____

Round 3 Loan Number: **Spruce Pine-Round3Loan-70815**

Round 3 Loan Amount: **\$3,364,027.00**

The **Town of SPRUCE PINE, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 3 Loan Amount: **\$3,364,027.00**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on _____.

TOWN OF SPRUCE PINE, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]

ATTACHMENT C

Mitchell County



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION

Recipient/Account Holder's Name:

Recipient's Address, City, State, Zip:

Information for the Recipient (optional):

BENEFICIARY BANK INFORMATION

Beneficiary Bank Name:

Beneficiary Bank Routing Transit Number (RTN):

Beneficiary Bank Account Number:

Bank's Address, City, State, Zip:

Information for the Beneficiary Bank, if applicable:

I certify the recipient information and beneficiary bank information provided above is true and correct. I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted. No electronic signatures.

Recipient Official's Printed Name

Signature

Phone #

Date

FOR INTERNAL USE ONLY

Financial Operations Division

US Dollar Wire Amount:
\$3,364,027.00

Contract/Reference Number:
Spruce Pine-Round3Loan-70815

Date Wire Processed:

Source:
Tranche 2

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov



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



MEMOS

To: Mayor & Town Council
From: Town Manager
Date: 9/29/2025
Subject: Ordinance 2025.02 Revising Chapter 8 of the Town Code – Emergencies

Second and Final Reading:

Included in the packet is Ordinance 2025.02, an ordinance amending; Chapter 8. Emergencies, of the Town Code.

The current ordinance is out of date and references statutes that have been amended or replaced. The revised ordinance contains updated statutory authorities in G.S. 166A-19.31.

Respectfully,

Daniel Stines
Town Manager

ORDINANCE REVISING CHAPTER EIGHT OF THE TOWN CODE – EMERGENCIES

NOW COMES the Town of Spruce Pine (“Town”), at a duly called meeting of its Council with a quorum established, and hereby adopts this *Ordinance Revising Chapter Eight of the Code – Emergencies*.

WHEREAS, the Town desires to revise Chapter Eight of the Town Code to update the emergency chapter; and

WHEREAS, this Ordinance was presented to the Town Council and approved on first reading on September 8, 2025 and presented for second reading and adoption on September 29, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN that, pursuant to § 1-8(b) of the Code, Chapter 8 is hereby rescinded and replaced and amended to read as follows:

Sec. 8-1. Existence of state of emergency.

A local state of emergency may be declared for any emergency within the town as defined by N.C.G.S. 166A-19.3(6).

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-2. Declaration of emergency by proclamation.

In the event of an existing or threatened state of emergency endangering the lives, safety, health, and welfare of the people within the town, or threatening damage to or destruction of property, the mayor is hereby empowered to issue a public proclamation declaring to all persons the existence of such a state of emergency, and, in order to more effectively protect the lives and property of people within the town, to place in effect any or all of the restrictions authorized by this chapter.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-3. Imposition of restrictions, exemptions.

The mayor is hereby authorized and empowered to do the following:

- (1) To limit, by proclamation, the application of all or any part of the provisions of this chapter to any area specifically designated or described within the town and to specific hours of the day or night; and
- (2) To exempt from all or any part of the provisions of this chapter law enforcement officers, firefighters, and other public employees, doctors, nurses, employees of hospitals, and other medical facilities, on-duty military personnel, whether state or federal, on-duty employees of public utilities, public transportation companies,

and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit, and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of the people within the town.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-4. Authorization of prohibitions and restrictions.

During the existence of a proclaimed state of emergency, the mayor may impose by proclamation any or all of the following prohibitions and restrictions deemed necessary or suitable to a particular state of emergency:

- (1) Of movements of people in public places, including any of the following:
 - a. Imposing a curfew.
 - b. Directing and compelling the voluntary or mandatory evacuation of all or part of the population from any stricken or threatened area within the Town Council's jurisdiction.
 - c. Prescribing routes, modes of transportation, and destinations in connection with evacuation.
 - d. Controlling ingress and egress of an emergency area, and the movement of persons within that area.
 - e. Providing for the closure, within the emergency area, of streets, roads, highways, bridges, public vehicular areas, or other areas ordinarily used for vehicular travel, except to the movement of emergency responders and other persons necessary for recovery from the emergency. In addition to any other notice or dissemination of information, notification of any closure of a road or public vehicular area under the authority of this section shall be given to the Department of Transportation as soon as practicable.
- (2) Of the operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate.
- (3) Upon the possession, transportation, sale, purchase, and consumption of alcoholic beverages.
- (4) Upon the possession, transportation, sale, purchase, storage, and use of gasoline, and dangerous weapons and substances, except that this section does not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition. As used in this section, the term "dangerous weapons and substances" has the same meaning

as it does under N.C.G.S. § 14-288.1, and the term "firearm" has the same meaning as it does under N.C.G.S. § 14-409.39(2).

- (5) Upon other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-5. When Prohibitions and Restrictions Take Effect.

All prohibitions and restrictions imposed by declaration shall take effect in the emergency area immediately upon publication of the declaration unless the declaration sets a later time. Publication shall include at least: (1) posting of a signed copy of the declaration conspicuously posted on the Town's web site; and (2) submittal of notice and a signed copy of the declaration to the Department of Public Safety WebEOC critical incident management system. Publication may also consist of reports of the substance of the prohibitions and restrictions in the mass communications media serving the emergency area or other effective methods of disseminating the necessary information quickly. As soon as practicable, however, appropriate distribution of the full text of any declaration shall be made.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-6. Compliance with prohibitions and restrictions imposed by proclamation mandatory; penalty.

- (1) During the existence of a proclaimed state of emergency, it shall be unlawful for any person to violate any provision of any prohibition and restriction imposed by any proclamation authorized by this chapter.
- (2) Any person who violates any provision of this chapter shall be guilty of a Class 2 misdemeanor in accordance with N.C.G.S. 14-288.20A.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-7. Extension, alteration, and rescission of proclamation.

Any proclamation of emergency promulgated pursuant to this chapter may be extended, altered, or rescinded by the mayor in any particular area during the continued or threatened existence of a state of emergency by the issuance of a subsequent proclamation.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-8. Expiration of Emergency and Prohibitions and Restrictions.

- (1) The state of emergency or any prohibitions and restrictions imposed pursuant to this chapter shall expire upon the earliest occurrence of any of the following:
 - (a) The prohibition or restriction is terminated by the mayor; or
 - (b) The state of emergency is terminated by the mayor (in consultation with Town Council).
- (2) Notice of Expiration of Emergency and Prohibitions and Restrictions. At the time the emergency and/or the prohibitions and restrictions imposed pursuant to this section expire or terminate, the Town shall do the following:
 - (a) Post a notice of the expiration or termination of the state or emergency and/or the prohibition or restriction conspicuously on the Town's website; and
 - (b) Submit a notice of expiration or termination of the state of emergency and/or prohibition or restriction to the Department of Public Safety WebEOC critical incident management system.

(Code 1976, Chapter 8; Ord. 9-29-2025)

Sec. 8-9. Authority to request state police and military forces; martial law.

If, in the sound discretion of the mayor, it shall appear that the emergency is, or that a threatened emergency is likely to be, of such proportions that the means available to the town to maintain law and order within the police jurisdiction of the town are insufficient for such purpose, the mayor shall, promptly and by the most expeditious means of communication, inform the government of the situation and request that such police or military forces of the state be provided promptly, and if, during an actual state of emergency, the mayor shall find that the civil courts within the police jurisdiction of the town are unable to perform their lawful duties and that, by reason of widespread lawlessness, writs and other processes cannot be served or executed, the mayor shall inform the governor of his findings and may recommend to him that a state of martial law be proclaimed within the police jurisdiction of the town.

(Ord. 9-29-2025)

NOW, THEREFORE, pursuant to N.C.G.S. § 160A-75, this Ordinance was approved on second reading. The Ordinance shall be effective upon adoption.

THIS 29th day of September 2025.

Philip Hise
Mayor

Attest _____
Marsha Hoilman
Town Clerk