Town of Rutherfordton

Town Council Meeting
Special Called Meeting
June 17, 2026
4:00 PM
Town Hall, Council Chambers

AGENDA

1. **CALL TO ORDER**

2. **CITIZEN'S CONCERNS & COMMENTS**

3. **APPROVAL OF AGENDA**

4. **MAYOR'S REPORT**

5. **CONSENT AGENDA**

6. **NEW BUSINESS**

   A. USDA Rural Development Disaster Assistance Fund – Brush Truck Replacement Funding Authorization
   Request for Town Council Action -USDA Rural Development Disaster Assistance Fund Grant Award – Brush Truck Replacement
   USDA-RD - Disaster Assistance Fund - Letter of Condition

   B. Approve Purchase of Replacement Brush Truck – Anchor-Richey EVS
   Request for Town Counicl Action -Purchase of Replacement Brush Truck – Anchor-Richey EVS – Brush Unit 2620 Replacement
   Rutherfordton Fire Department 2026 Ford F550 Crew Cab flatbed with trans 24.8 hp pump 04.22.25 (rev 04.30.26)(rev 6.8.26)

   C. Cleghorn & 2nd Street Culvert Replacement Project Bid Award and Contract Authorization- FEMA Project No. 1481302
   Request for Town Council Action- Cleghorn and 2nd St
   Rutherfordton_Cleghorn&2nd_BidRecommendation
   Sisk Grading Cleghorn signed contract

   D. OSBM Grant No. 11456 – Norris Library Waterproofing Project (McKinney Construction Management) Revised Change Order No. 6 and Contract Authorization Increase
   Request for Town Council Action - Norris Change Order 6
   Norris Library Renovations CO#6

   E. Ordinance 23-26 Close Project Fund 42 - ARPA Funds

Ordinance No. 23-26 ARPA Fund Closing

F. Ordinance 24-26 Close Project Fund 26 Fire Station #2 Construction Fund
Ordinance No. 24-26 Station 2 Fund Closing

G. Ordinance 25-26 FY26 Budget Amendment
Ordinance No. 25-26 FY26 Budget Amendment

7. CLOSED SESSION

8. ADJOURN

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 17, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: Approval of the USDA Rural Development Letter of Conditions, Request for Obligation of Funds, Community Facilities Grant Agreement, and related documents associated with the USDA Rural Development Disaster Assistance Fund award for the replacement of Brush Unit 2620, and authorization for the Mayor and Town Manager to execute all documents necessary to accept and administer the grant award.

The Town of Rutherfordton has been awarded a USDA Rural Development Disaster Assistance Fund grant of $223,700 for the replacement of Brush Unit 2620. The total project cost is $223,787.99, requiring a local contribution of $87.99.

Brush Unit 2620 serves as a frontline apparatus for wildland, brush, and off-road fire response throughout the Town and Fire District. Following Hurricane Helene, the department has experienced a significant increase in brush and wildland fire activity due to storm-related debris and expanded response demands. Replacement of this unit will ensure the department maintains reliable emergency response capabilities while improving firefighter safety and operational readiness.

Acceptance of the grant requires approval of the USDA Letter of Conditions, Request for Obligation of Funds, Community Facilities Grant Agreement, and associated certifications. Joshua Carswell, Community Programs Specialist with USDA Rural Development, will be present to answer any questions regarding the award and grant requirements.

Recommended Action: Approve the USDA Rural Development Letter of Conditions, Request for Obligation of Funds, Community Facilities Grant Agreement, and related grant documents, and authorize the Mayor and Town Manager to execute all documents necessary to accept and administer the USDA Rural Development Disaster Assistance Fund grant award.

Motion:_____ Second:_____ Vote:_____

USDA
United States Department of Agriculture

Rural Development

Shelby Area Office

844 Wallace Grove Drive, Shelby, NC 28150

Voice 704-284-5771

06/17/2026

Subject: Letter of Conditions for a Community Facilities Grant

Town of Rutherfordton
129 North Main Street
Rutherfordton, NC 28139

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for assistance under the Community Facilities (CF) Program.

CHANGES TO THE PROJECT:

Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant (including significant changes in the applicant's financial condition, operation, organizational structure, or executive leadership) must be reported to and approved by USDA Rural Development (RD) by written amendment to this letter. Any change not authorized by RD will result in the application process being discontinued.

FUNDS AND DISBURSEMENT:

- This letter is not grant approval or representation of the availability of funds. The application will be processed based on an RD grant not to exceed **$223,700.00.** Funds for this project are provided by the Rural Housing Service (RHS) for the amount, recipient, purpose, and location specified in the applicable Appropriations Act.
- The applicant understands and agrees that no project funds will be expended, until all funds have been obtained for the project are secured.
- The Agency will not disburse funds until all procurement requirements (Section I) are satisfied.
- Any changes in funding sources following obligation of Agency funds must be reported to the processing official.

OTHER IMPORTANT TOPICS:

- Project feasibility and funding will be reassessed if there is a significant change in project costs or after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.
- In addition to this letter of conditions and Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, "Community Facilities Grant Agreement" and the USDA General Grant Terms and Conditions.

USDA is an equal opportunity provider, employer, and lender.

- The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

FORMS:

All Rural Development forms are located on the USDA forms site, while other grant-related forms, such as Standard Forms (SF), can be found on Grants.gov.

CRITICAL TIMELINES:

- **10 DAYS –** Within the next 10 days, review, complete, and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds". The execution of these and all other documents required by RD must be authorized by appropriate resolutions of the applicant's governing body.
- **SIX MONTHS –** For non-construction projects, Section I of the attached conditions must be met within six months and completed prior to grant closing or before procurement begins, whichever occurs first.
- **ONE YEAR –** If the fund recipient does not fulfill the conditions outlined in the Letter of Conditions (LOC) within one year, RD will require the recipient to notify the Agency of their intent to complete the project, after which the Agency will determine whether the LOC may be extended.
- **FIVE YEARS –** If grant funds are not used within five years of obligation, they will be canceled in accordance with 31 U.S. Code 1552.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is fully executed by all parties and sent to the applicant.

PROJECT PURPOSE:

The proposed project includes the purchase of a new brush truck that will provide fire suppression and other emergency services for the citizens of Rutherfordton.

PROJECT BUDGET:
Based on Standard Form 424, "Application for Federal Assistance," the project cost and funding will be as follows:

Project cost	**RD Grant**	**Applicant Injection**	**Other Funds**	**Total Amount**
Preliminary design				
Design architectural fees				
Project inspection costs				
Additional architectural				
Environmental				
Construction				
Administrative				
Legal				
Bond counsel				
Contingencies				
Other	$223,700	$88	$0	$223,788
Total				

SOURCE OF FUNDS:

Title	Amount
Applicant injection	$88.00
RD grant	$223,700
Other	$0
Total	$223,788

If you have any questions, feel free to contact this office.

Sincerely,

Joshua J. Carswell
Community Programs Specialist

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING:

Certifications Required for Obligation
The following documents which must be executed prior to obligation:

- Form SF-LLL, "Disclosure Form to Report Lobbying," if applicable
- Form RD 400-4, "Assurance Agreement," (revised 06-06-25)

1. **Evidence of Other Project Funding [2 CFR 200.306]**

The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of **$88.00.** This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed. The Agency will not disburse funds until all project funding sources have been secured. The applicant may request an exception if this requirement impedes the applicant's ability to carry out the project specified in the applicable appropriations bill.

2. **Grant Security Requirements**
   2.1. All applicants will execute Form RD 3570-3, "Community Facilities Grant Agreement" before grant funds are disbursed.
   2.2. For projects to improve real estate:
      2.2.1. Prior to any disbursement of funds, a Notice of Federal Interest (NOFI) must be recorded in the official real property records for the jurisdiction where the facility is or will be located. The applicant must provide evidence of the recording. Federal interest cannot be defeated by a grantee's failure to file a NOFI. (Include this condition for Tribes with recording offices.)
      2.2.2. The grantee understands that any property and equipment improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR Part 200 as adopted by RD through 2 CFR part 400 currently in effect and subject to future modifications.
      2.2.3. The grantee understands that any sale or transfer of property is subject to the United States Government's interest in the market value, proportional to its participation in the project, as outlined in 2 CFR Part 200 as adopted by RD through 2 CFR Part 400 currently in effect and subject to future modifications.
      2.2.4. In accordance with 2 CFR 200.330, the grantee understands that it must submit regular reports on the status of real property in which the Federal Government retains an interest. Reports shall be submitted annually for the first three years of the award and every five years thereafter on SF-429 Real Property Status Report, or similar format.

3. **Applicable Federal Statutes**

   3.1. Grantees are responsible to execute a Civil Rights Assurance Agreement with Agency. Form RD 400-4 (Rev. 06-25).
   3.2. The nondiscrimination poster, "And Justice for All," (provided by the Agency) must be displayed at the grant funded facility(ies) and/or office of any grantee.

3.3. You are required to post a copy of the Non-Discrimination Statement (shown below) in your office and include it in full in all materials produced for public information, public education, or public distribution both print and non-print:

Non-Discrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

3.4. **Controlled Substances Act:** Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the processing official who will contact the Office of General Counsel, as appropriate.

4. **Environmental Reviews:** The project as proposed has been evaluated to be consistent with the National Environmental Policy Act and 7 CFR 1b. Other Federal, State, tribal, and local laws, regulations and or permits may also apply or be required. If environmental issues arise at any stage of project development, including construction, that require mitigation measures, RD applicants must promptly notify RD and comply with all required mitigation actions. Failure to implement required mitigation measures may result in disqualification from Agency funding. All mitigation measures identified or developed during the NEPA environmental process must be implemented. If the project or any of its components deviates from the originally approved plan, additional environmental review may be necessary.

5. **Procurement:** All procurement transactions related to this project – whether through negotiation or sealed bids regardless of dollar amount – must be conducted to in a manner that ensures maximum open and free competition, in compliance with 7 CFR 1942.18 (j)(2) and 2 CFR 200 [2 CFR 200.317 through 2 CFR 200.327] and other applicable regulations.

6. **Written agreements for professional services requiring RD approval (if applicable):**
   6.1. The legal service agreement.

7. **Electronic Funds Transfer:** All grant funds will be transferred to grantees via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in the grantees account two business days after the RD processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the RD Servicing Office at least 45 days prior to the date of grant closing. Failure to do so could delay grant closing.

8. **Suspension and Debarment Screening:** The applicant and its principals must not be debarred, suspended, or otherwise excluded from participation in USDA programs in accordance with 2 CFR part 180 and 2 CFR part 417. Agency staff must screen the entity and its principals for suspension and debarment using the Do Not Pay Portal. Your organization will need to provide information about its principals.
   8.1. Principal: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
   8.2. A consultant or other person, whether employed by the participant or paid with federal funds, who –
      - Can handle federal funds;
      - Can influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING THE GRANT LIFE CYCLE

1. **Disbursement of Grant Funds**: [2 CFR 200.302 and 2 CFR 200.303] RD funds will be disbursed as they are needed in the amount(s) necessary to cover the RD proportionate share of obligation due and payable to the Grantee.

2. **Quarterly Reporting**: [2 CFR 200.329] The applicant must monitor and provide a quarterly report to the Agency on actual performance for each project financed, or to be financed, in whole or in part with RD funds.

    2.1. **For non-construction projects:** the pay application submitted to the Agency must include:
        2.1.1. Form SF-270, "Request for Advance or Reimbursement". This form is used to track all project costs and funding sources and must be signed by the owner.
        2.1.2. All required supporting documentation for the application request – such as invoices, proof of payment, and any other applicable backup materials.

    2.2. If interim financing is involved, the interim lender must review and approve all pay applications, typically before the owner submits the application to the Agency for approval.

3. **Final Inspection**: The Agency will conduct a final inspection of the grant-funded component before authorizing final payment.

4. **Excess Funds:** [2 CFR 200.344, 2 CFR 200.472, 2 CFR 200.403(h), 2 CFR 200.346, 7 CFR part 3 and 31 CFR part 901] Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled in accordance with agency policies.

    4.1. Funds remaining after the applicant contribution may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the grant remains the same.
    4.2. Any reductions in Agency funding will be first applied to the grant funds.
    4.3. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 120 days of final completion of project. Prior to actual cancellation, you, your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
    4.4. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
    4.5. (multiple advances). Grant funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.

SECTION IV. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements**: To be submitted on an annual basis in accordance with the following:
   1.1. 2 CFR Part 200, Subpart F establishes audit requirements that grantees must follow. Grantees expending $1,000,000 or more in Federal awards during their fiscal year must submit a single or program-specific audit in accordance with 2 CFR 200, Subpart F.
      1.1.1. **Audit Agreement:** If your organization meets this federal audit threshold, you must engage a licensed Certified Public Accountant (CPA) to perform the audit and execute a written agreement with the CPA, which should include mutually agreed terms and conditions.
   1.2. Grantees must submit audits within nine months from the end of the grantee's fiscal year or 30 days after receipt from the auditor, whichever is earlier. The audited financial statements must be submitted to the Federal Audit Clearinghouse. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor, if allowed by State law.
   1.3. Grantees exempt from the audit requirements in Section 7.1, and who do not otherwise have annual audits, must provide RD with annual financial statements within 60 days after the end of the fiscal year in which grant funds were expended. These statements must include a verified balance sheet and statement of income and expenses.
   1.4. The grantee may use Forms RD 442-2 "Statement of Budget, Income and Equity" and 442-3 "Balance Sheet", or similar format to provide the financial information. For grantees using Form RD 442-2, the dual purpose of fourth quarter management reports, when required, and annual statements of income will be met with this one submission.

Position 3

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 06-17-2026

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

844 Wallace Grove Drive
Shelby, NC 28150

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 06-17-2026 . It is our intent to meet all of them not later than 06-17-2027 .

Town of Rutherfordton, NC

(Name of Association)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

USDA
Form RD 1940-1
(Rev 02-26)

View Burden Statement

FORM APPROVED
OMB No. 0570-0062
Exp. Date: 9/30/2028
OMB No. 0570-0067
Exp. Date: 9/30/2028

Request for Obligation of Funds

1. Borrower Name	Town of Rutherfordton, NC	5. Case/Borrower Number	ST 38 CO 081 BORROWER ID 715812200
2. Borrower Address	129 North Main Street	6. Type of Applicant	Public Body
3. City, State, Zip Code	Rutherfordton, NC 28139-	7. Collateral Code	Blank
4. County Name	Rutherford	8. Community Size / Service Area	
9. Amount of Loan	$0.00	13. Interest Rate	0 %
10. Amount of Grant	$223,700.00	14. Repayment Terms *(years)*	
11. Type of Assistance Code	960	15. Type of Payment	Blank
12. Fiscal Year	2026	16. *Kept blank for future use*	

17. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL:

18. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time (as applicable in accordance with program regulations). I agree to use the sum specified herein, subject to and in accordance with regulations and applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan/grant closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan/grant approval requirements and comments associated with this loan/grant request and agree to comply with these provisions.

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes use of any false writing or document know the same to contain any false fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.**

(For loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO" the interest rate charged on my loan will be the rate specified on this form. ( ) YES ( ) NO (•) N/A-Grant Only

06/17/2026
(Date)

(Signature of Authorized Representative)

Town of Rutherfordton
(Organization Name)

(Typed or Printed Name and Title of Authorized Representative)

For Internal Use Only

19. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Date)

(Signature of Approving Official)

(Typed or Printed Name of Approving Official)

(Title)

Obligation Date for Obligation ID _____

20. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions, contact the appropriate USDA Servicing Office.

Form RD 3570-3
(Rev. 06-22)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB No. 0575-0173
Exp. Date: 2/28/2025

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address Town of Rutherfordton, NC 129 North Main Street Rutherfordton, NC 28139-	2. Unique Entity ID. ECLJLCYLTJQ8
	3. Case No. 38-081-*****1608
4. Federal Award Identification Number (FAIN)	5. Award Date
6. Performance Start Date	7. Performance End Date
8. Amount of Federal Funds Obligated for this Action, $223,700.00 and Total Amount of Federal Funds Obligated 223,700.00	9. Amount of Matching/Other Funds (if applicable) $88.00
10. Total Project Cost (Budget Approved Amount) 223,788.00	11. Award as Percentage of Total Project Cost 0 %
12. Grantee Contact (Name, Title, Contact Info) Doug Barrick - Town Manager (828) 447-6360	13. Agency Contact (Name, Title, Contact Info) Joshua J. Carswell - Community Programs Specialist (704) 284-5771
14. Description of Real Property covered by the grant N/A	15. Description of Equipment covered by the grant Vehicle - Brush Truck

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMTRequests@usda.gov

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

   a. Financial Management. You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.

   b. Internal Controls. You must maintain internal controls in compliance with 2 C.F.R. § 200.303.

   c. Payments. You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.

   d. Revisions of the Work Plan and Budget. You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.

   e. Period of Performance. You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.

   f. Bonding. You must maintain your fidelity bond coverage in the amount of $ 33,555 for the Period of Performance of the award. (See 2 C.F.R.§ 200.304)

g. **Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.

3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

   a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

   ○ Annually: January 1 - December 31

   ○ Annually: July 1 - June 30

   ○ Semi-Annually: January 1 – June 30 and July 1 – December 31

   ○ Semi-Annually: April 1 – September 30 and October 1 – March 31

   ◉ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

   b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

   ○ Annually: January 1 - December 31

   ○ Annually: July 1 - June 30

   ○ Semi-Annually: January 1 – June 30 and July 1 – December 31

   ○ Semi-Annually: April 1 – September 30 and October 1 – March 31

   ◉ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

   The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

i. Describe the activities that the funds reflected in the financial status report were used for;

ii. A comparison of actual accomplishments to the objectives established for that period;

iii. Reasons why established objectives were not met, if applicable;

iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;

v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

i. What have been the most challenging or unexpected aspects of this program?

ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).

5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.

6. **Default**. Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. §15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.

   a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

   b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.

   c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:

      i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

      ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;

      iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

a. **Use of equipment**. The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

   i. Activities sponsored by the Agency.

   ii. Activities sponsored by other Federal agencies.

b. **Use of equipment**. During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

c. **Disposition of equipment**. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :

   i. Equipment with a current fair market value of less than $5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

   ii. Equipment with a current fair market value of $5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.

   iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or $500, whichever is less, for the Grantee's selling and handling expenses.

- If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

- If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.

d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:

i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.

ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest**. Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.

10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.

11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.

12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.

13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.

14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.

15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.

16. **Execute Agreements**. The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;

18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.

19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).

20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

B. **Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.

1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.

2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

3. **Termination of This Agreement**. This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.

2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.

3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

_____

Name (Please Print)

_____

Title (Please Print)

_____ 06/17/2026

Signature Date

Approved by the United States of America, Rural Housing Service by:

_____

Name (Please Print)
Joshua J. Carswell

Community Programs Specialist

Title (Please Print)

_____ _____

Signature Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

The brush truck purchase will occur once the disbursement of grant funds is approved, fully disbursed by 09/30/2026.

The attached budget is below:

Town of Rutherfordton, NC - DAF - Brush Truck Replacement

Customer ID 38-081-715812200

Section

- Initial Contact
- Application
- Environmental
- Historical Financial
- Underwriting
  - Non Operating Income
  - O&M
  - Debt Service Reserve
  - Commercial Credit
  - Maximum Loan Amount
  - Project Cost
  - Applicant Contribution
  - Other Funding Sources
  - Maximum Grant Amount
- Obligation
- Loan Grant
- Project Contacts
- Notes And Attachments
- Print Forms
- Request

Validations 3 Errors No Concerns

Underwriting

There is no user input on this screen. All data is system generated. - The blue amounts/numbers in the right hand column are hyperlinks. Click on the applicable link to determine or edit the items shown on this screen. - Some fields are not hyperlinks but are system generated. The formula or source for each of these fields is as follows: Loan Determination section: -- Operating

Underwriting

Loan Determination

Operating Income (Annual)*	$6,337,257
Non-Operating Income*	$0
Total Cash Available (Annual)	**$6,337,257**
O&M (Less Interest & Depreciation)*	$6,337,257
Debt Service & Reserve*	$0
Total Cash Outflow (Annual)	**$6,337,257**
Balance Available For New Loan Payment	**$0**
Commercial Credit (Maximum Loan Amount)*	$0
USDA (Maximum Loan Amount) *	$0

Project Funding Breakdown

Project Cost *	$223,788
Applicant Contribution	$88
Other Funding Sources*	$0
USDA (Maximum Loan Amount)	**$0**
Total USDA Grant Needed	**$223,700**
Grant Determination*	$223,700

Number of Units _____ Number Of Trucks

Debt Per Unit* $0.00

Project Cost Per Unit $0.00

? **Current Ratio** 1.00 **Debt Service Ratio** 0.00

ATTACHMENT B

I. Reporting Executive Compensation.

A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
   a. the total Federal funding authorized to date under this award is $25,000 or more;
   b. in the preceding fiscal year, you received
      i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
   c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.html*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   a. As part of your registration profile at http://www.ccr.gov.
   b. By the end of the month following the month in which this award is made, and annually thereafter.

B. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
   a. in the subrecipient's preceding fiscal year, the subrecipient received—
      i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
      ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.)*

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   a. To the recipient.
   b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   1. Subawards, and
   2. The total compensation of the five most highly compensated executives of any subrecipient.

D. *Definitions.* For purposes of this award term:
   1. *Entity* means all of the following, as defined in 2 CFR part 25:
      a. A Governmental organization, which is a State, local government, or Indian tribe;
      b. A foreign public entity;
      c. A domestic or foreign nonprofit organization;
      d. A domestic or foreign for-profit organization;
      e. A Federal agency, but only as a subrecipient under an award or subaward to a
      f. non-Federal entity.
   2. *Executive* means officers, managing partners, or any other employees in management positions.
   3. *Subaward:*
      a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
      b. The term does not include your procurement of property and services needed to carry out the project or program.
      c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
   4. *Subrecipient* means an entity that:
      a. Receives a subaward from you (the recipient) under this award; and
      b. Is accountable to you for the use of the Federal funds provided by the subaward.
   5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
      a. Salary and bonus.
      b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
      c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
      d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
      e. Above-market earnings on deferred compensation which is not tax-qualified.

      f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

ATTACHMENT C

I. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Unique Entity ID Numbers.
The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.

C. Definitions. For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program.
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

COMMUNITY FACILITIES GRANT AGREEMENT

I. Grantee and Agency

This Grant Agreement (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facilities Grant program (7 C.F.R. part 3570, subparts B and F). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200,"UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. **Grantee.** The Grantee will abide by all the USDA General Terms and Conditions, dated December 31, 2025, available at https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts, 416, 418,
The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.

   a. **Revisions of the Work Plan and Project Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Project Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
   b. **Bonding.** You must maintain your fidelity bond coverage in the amount of $ 33,555 for the Period of Performance of the award. (See 2 C.F.R.§ 200.304).

2. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

   a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.7. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

   ○ Annually: January 1 - December 31

   ○ Annually: July 1 - June 30

   ○ Semi-Annually: January 1 – June 30 and July 1 – December 31

   ○ Semi-Annually: April 1 – September 30 and October 1 – March 31

   ◉ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

   b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.7. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

   ○ Annually: January 1 - December 31

   ○ Annually: July 1 - June 30

   ○ Semi-Annually: January 1 – June 30 and July 1 – December 31

   ○ Semi-Annually: April 1 – September 30 and October 1 – March 31

   ◉ Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

   The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

i. Describe the activities that the funds reflected in the financial status report were used for;
ii. A comparison of actual accomplishments to the objectives established for that period;
iii. Reasons why established objectives were not met, if applicable;
iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

i. What have been the most challenging or unexpected aspects of this program?
ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

3. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).

4. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.

5. **Civil Rights Compliance.** The recipient must comply, and certifies that it will comply, with all applicable Federal anti-discrimination laws, regulations, and policies for the duration of the Federal award. Unless otherwise provided in the addendum, you must comply with, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.

6. **Execute Agreements**. The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

7. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).

8. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

B. **Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advanced and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.

1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.8 upon the Grantee's proper request according to the General Terms and Conditions.

2. **Monitoring and Enforcement.** We will monitor the project to ensure that you follow the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

    a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
    b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences,

paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.

2. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

_____

Name (Please Print)

_____

Title (Please Print)

_____ _____

Signature Date

Approved by the United States of America, Rural Housing Service by:

Joshua J. Carswell

Name (Please Print)

Community Programs Specialist

Title (Please Print)

_____ _____

Signature Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

The brush truck purchase will occur once the disbursement of grant funds is approved, fully disbursed by 09/30/2026.

The attached budget is below:

Town of Rutherfordton, NC - DAF - Brush Truck Replacement

Customer ID 38-081-715812200

Section

- Initial Contact
- Application
- Environmental
- Historical Financial
- Underwriting
  - Non Operating Income
  - O&M
  - Debt Service Reserve
  - Commercial Credit
  - Maximum Loan Amount
  - Project Cost
  - Applicant Contribution
  - Other Funding Sources
  - Maximum Grant Amount
- Obligation
- Loan Grant
- Project Contacts
- Notes And Attachments
- Print Forms
- Request

Validations 3 Errors No Concerns

Underwriting

There is no user input on this screen. All data is system generated. - The blue amounts/numbers in the right hand column are hyperlinks. Click on the applicable link to determine or edit the items shown on this screen. - Some fields are not hyperlinks but are system generated. The formula or source for each of these fields is as follows: Loan Determination section: -- Operating

Underwriting

Loan Determination

Operating Income (Annual)*	$6,337,257
Non-Operating Income*	$0
Total Cash Available (Annual)	**$6,337,257**
O&M (Less Interest & Depreciation)*	$6,337,257
Debt Service & Reserve*	$0
Total Cash Outflow (Annual)	**$6,337,257**
Balance Available For New Loan Payment	**$0**
Commercial Credit (Maximum Loan Amount)*	$0
USDA (Maximum Loan Amount) *	$0

Project Funding Breakdown

Project Cost *	$223,788
Applicant Contribution	$88
Other Funding Sources*	$0
USDA (Maximum Loan Amount)	**$0**
Total USDA Grant Needed	**$223,700**
Grant Determination*	$223,700

Number of Units _____ Number Of Trucks

Debt Per Unit* $0.00

Project Cost Per Unit $0.00

? **Current Ratio** 1.00 **Debt Service Ratio** 0.00

129 North Main Street

Rutherfordton, NC 28139-

RURAL DEVELOPMENT, USDA

884 Wallace Grove Drive

Shelby, NC 28150

This is to certify that the Town of Rutherfordton, NC
is in compliance with Federal, State, and Local requirements include the following:

a. Compliance with special laws and regulations.
b. Compliance with State Pollution Control or Environmental Protection Agency standards.
c. Consistency with other development plans of the area.
d. Compliance with State agency regulating water rights.
e. Compliance with Civil Rights Act of l964.
f. Compliance with Title IX of the Education Amendments of 1972.
g. Compliance with Section 504 of the Rehabilitation Act of 1973.
h. Compliance with Age Discrimination Act of 1975.
i. Compliance with 2 CFR part 200, Subpart F.

BY: _____
Doug Barrick
Town Manager

6/17/2026
Date

View Burden Statement

FORM APPROVED
OMB No. 0575-0018
Exp Date: 3/31/2026

USDA
Form RD 400-4
(Rev. 06-25)

Position 3

ASSURANCE AGREEMENT

(Under Title VI, Civil Rights Act of 1964)

The Town of Rutherfordton
(name of recipient)

129 North Main Street, Rutherfordton, NC 28139
(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of Federal laws and regulations prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.) as implemented by 7 CFR Part 15;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) as implemented by 7 CFR Part 15a;

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) as implemented by 7 CFR Part 15c;

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) as implemented by 7 CFR Part 15e;

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.) as implemented by 7 CFR Part 3560.2; and

Titles II (State and Local Governments) and III (Places of public accommodation) of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189), as implemented by 28 CFR Part 35.190(b)(1).

Responsibilities:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary to meet statutory requirements.
3. You must keep accurate records and timely submit information (including all reports, data collection and evaluation requirements) as described by law or detailed in program guidance.
4. You must inform participants, beneficiaries, and other interested persons of the protection assured them against discrimination according to the providions of this agreement and statutory requirements.

5. If you (the recipient) have been accused of discrimination on the grounds of race, color, national origin), sex, age, disability, religion, or familial status, in the past three years, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Civil Rights Office.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information may include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.. The United States has the right to seek judicial enforcement of these obligations.

In witness whereof, Town of Rutherfordton on this
(name of recipient)
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

_____
Recipient

_____
Date

Attest:

_____
Title

_____
Title

RESOLUTION OF THE TOWN COUNCIL, Town of Rutherfordton, NC

BE IT RESOLVED:

That the Town Council of Rutherfordton hereby accept the conditions set forth in the Letter of Conditions and Community Facilities Grant Agreement & Supplemental.

That the Town Manager and Town Clerk be authorized to execute all forms necessary to obtain a grant from Rural Development, including, but not limited to the following forms:

Form RD 1942-46	Letter of Intent to Meet Conditions
Form RD 1940-1	Request for Obligation of Funds
Form RD 3570-3	Community Facilities Grant Agreement
	Grant Agreement Supplemental
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-4	Assurance Agreement
	Certification of Compliance

This resolution is to become a part of the official minutes of the Council meeting held on **06/17/2026.**

MOTION MADE BY:_____ and

SECONDED BY :_____THAT THE

RESOLUTION BE APPROVED.

MOTION PASSED _____FOR AND _____AGAINST.

TO BE MADE A PART OF THE MINUTES DATED 06/17/2026

Attest: _____ BY:_____
06/17/2026 Town Clerk

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 17, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: Approval of a purchase agreement with Anchor-Richey EVS for the acquisition of a replacement brush truck in the amount of $223,787.99, and authorization for the Town Manager to execute all documents necessary to complete the purchase.

As part of the Brush Unit 2620 replacement project, the Town solicited quotations from qualified manufacturers for a replacement wildland fire apparatus. Proposals received were as follows:

- Warrior Brush Trucks – $284,388.00
- Midwest Fire – $240,201.00
- Anchor-Richey EVS – $223,787.99

After review of the proposals, staff determined that the Anchor-Richey EVS proposal represents the lowest responsive and responsible quotation and meets the operational needs of the Rutherfordton Fire Department.

The replacement unit will provide enhanced wildland firefighting capabilities, improved reliability, and continued support for storm response, off-road rescue operations, and emergency incidents throughout the Town and Fire District. The total purchase price of $223,787.99 aligns with the USDA Rural Development grant award of $223,700, with the remaining $87.99 provided through local funds.

Upon delivery and placement into service of the new apparatus, the existing Brush Unit 2620 will be declared surplus and disposed of in accordance with Town policies.

Recommended Action: Approve the purchase of a replacement brush truck from Anchor-Richey EVS in the amount of $223,787.99 and authorize the Town Manager to execute all agreements and documents necessary to complete the acquisition.

Motion:_____ Second:_____ Vote:_____

Emergency Vehicle Services, Inc.

April 22, 2025
Revised April 30, 2026
Revised June 8, 2026

Rutherfordton Fire Department

2027 Ford F550 Crew Cab (60" CA) - DIESEL
Flatbed w/ Trans.
Rollup Doors
24.8 HP Kubota Diesel Powered Hale Pump

(1) Supply a 2027 Ford F-550 4x4 Crew Cab chassis (179" wb) 60" CA with the following:

Ford

Preview Order 7249 - W5H 4x4 Crew Chas Cab DRW: Order Summary Time of Preview: 06/08/2026 11:12:56 Receipt: NA

Dealership Name: Legendary Ford **Sales Code :** F21690

Dealer Rep.	ROBERT CHILDERS	**Type**	Fleet	**Vehicle Line**	Superduty	**Order Code**	7249
Customer Name	Rutherford co	**Priority Code**	H3	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 CREW CHAS CAB DRW/179	$63490	FIRE/RESCUE PREP W/SPEC EMISS	$1205
179 INCH WHEELBASE	$0	.410 AMP DUAL ALTERNATOR	$0
TOTAL BASE VEHICLE	$63490	TRAILER BRAKE CONTROLLER	$300
RACE RED	$200	HIGH CAPACITY TRAILER TOW PKG	$580
VINYL 40/20/40 SEATS	$0	CENTER HIGH MOUNT STOP LAMP	$100
MEDIUM DARK SLATE	$0	AUTO EMERGENCY BRAKE REMOVAL	$0
PREFERRED EQUIPMENT PKG.660A	$0	PAYLOAD PLUS UPGRADE PACKAGE	$1155
.XL TRIM	$0	EXTERIOR BACKUP ALARM	$280
.AIR CONDITIONING -- CFC FREE	$0	DUAL BATTERY	$0
.AM/FM STEREO MP3/CLK	$0	LOW DEFLECTION SPACER	$110
6.7L POWER STROKE V8 DIESEL	$10995	REAR VIEW CAMERA & PREP KIT	$515
10-SPEED AUTO TORQSHIFT	$0	CONN PKG:1 YR INCL W/FORD APP	$0
225/70R19.5G BSW ALL POSITION	$0	SECURITY PACKAGE: 1 YR INCL	$0
4.30 RATIO LIMITED SLIP AXLE	$395	SPECIAL FLEET ACCOUNT CREDIT	$0
FRONT LICENSE PLATE BRACKET	$0	FUEL CHARGE	$0
PLATFORM RUNNING BOARDS	$445	PRICED DORA	$0
19550# GVWR PACKAGE	$0	ADVERTISING ASSESSMENT	$0
SKID PLATES	$150	DESTINATION & DELIVERY	$2795
50 STATE EMISSIONS	$0		

	MSRP
TOTAL BASE AND OPTIONS	$82715
DISCOUNTS	NA
TOTAL	$82715

75,730

ORDERING FIN: QL418 **END USER FIN:** QL418

THANK YOU BOB

241 Advent Church Road
Taylorsville, NC 28681
sales@anchor-richeyevs.com

TF: 800.754.7186
F: 828.495.3025
www.anchor-richeyevs.com

Rearview (Backup) Camera

(2) Mount the chassis supplied backup camera eye in the flatbed rail at the rear center in the same area as the red DOT lights.

Winch System

(3) Supply and install a Warn M12-S Heavy Weight 12,000 lb. winch (#97720) with a Warn Gen III Full Grille Guard Super Duty (#109580), a Gen III Large Frame plate (#107651) and a Gen III Ford SD Bracket kit (#108001), that is black powder coated finish, mounted to the front bumper of chassis using the Warn specification. The winch will have a 12 ft. remote control cable and 100 ft. of 3/8" diameter Spydura Synthetic rope. The winch will be wired to the 12-volt power of the chassis batteries.

Flatbed

(4) Supply and install a totally aluminum flatbed mounted on chassis of the following design, 83" long x 96" wide:

A) Two 7" 6061 aluminum channel main rails 110" long
B) Five 3" 6061 aluminum channel cross member 96" long
C) Two sheets of 3003 .125 thick diamond aluminum formed to make floor and side rail of bed.
D) Supply and install two (2) brake, turn and tail red LED rear DOT lights. Also supply and install a tag light and (7) seven LED marker lights, and necessary reflectors.
E) Supply and install two (2) clear sealed beam backup lights.
F) Supply and install a .125 smooth aluminum cover or skirt to cover the rear frame work at the rear of bed and chassis. This panel will be the area for the rear tail lights to mount. There will also be 6" wide chevron red/yellow stripes on this panel.
G) Supply and install a rear ICC bumper that will be constructed of 3" steel channel and connected to the chassis frame and bed frame, painted black
H) Supply and install a 2 ½" square tube receiver for a trailer hitch along with a female trailer plug receiver.
I) Supply and install two (2) Cast Product lighted fold down steps above the ICC bumper to allow easy access to the Skid Unit.
J) Supply and install one lighted Hansen lighted grab bar (red on the front side and clear on the back side) mounted on the end wall of the driver's side compartment just above the preconnect flip up lid. The white light will be wired to the pump panel light toggle switch. The red light will be controlled by the marker lights.

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(5) Supply and install two black mud flaps installed between the rear tires and exhaust termination.

Warning Lights

(6) Emergency Warning Equipment includes the following:

A) Supply and install two (2) Whelen ION Series (#WIONSMCR) Red Super LED lights mounted in grille of chassis with chrome housing.
B) Supply and install two (2) Whelen ION series (#WIONSMCR) Red Super LED lights with chrome trim mounted in front fenders of chassis
C) Supply and install two (2) Whelen 500 TIR6 Red LED lights (#50R03ZRR) mounted with rubber grommets (#5GROMMET) in the side rail of the flat bed towards the rear.
D) Supply and install two (2) Whelen 600 Series Red Super LED lights, one amber (#60A02FAR) and one red (#60R02FRR) w/chrome trim (#6EFLANGE) mounted on the rear tail skirt.
E) Supply and install one (1) Whelen Freedom IV Series LED bar light with four corner red Linear LED's, six front facing (four red, two white) and four rear facing (two red, two amber), two alley lights and two takedown lights mounted on the top of the chassis cab.
F) Supply and install one (1) Whelen Siren/Light Combo control head (#295SLSA6) that will be mounted in the lid of the console. This control head will operate the emergency lights and the siren functions. *Customer would like a switch dedicated for the rear scene lights on the hose reel containments and the scene lights on the wheel well skirts)*
G) Supply and install one (1) 100 watt Cast Products Speaker mounted through the front bumper D/S.
H) Master Switch
    a. Supply and install a heavy continuous duty solenoid switch that will be activated when the ignition switch is in the ON position. This will be the master switch for all of the emergency lights and sirens.
    b. This will be wired to the chassis 12 volt system through the necessary sized wiring cables and breakers and/or relays.

Console

(7) There will be a full console between driver and passenger seat for all emergency light switch boxes, siren control head, radios, relays, breakers, master switch, gauges, etc. There will also be a function ID sheet mounted to the inside of the console. The console will have a lift-up lid in order to gain access to breakers, control head, relays, wiring, etc. There will also be a one section

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open top container for clip boards, maps, etc. This console will be constructed of 1/8" thick smooth aluminum and will be painted.

Wiring

(8) All wiring will be function or color coded and will be protected by wire loom with a temperature rating of 345 degrees Fahrenheit. Rubber grommets are inserted in all areas where wires pass through walls or panels. The complete electrical system is separated from the chassis wiring system except for a power supply connection at chassis battery. It is also protected by bolt-on type automatic circuit breakers.

Battery Charging System

(9) Supply and install a Kussmaul Chief Series 12V 40 amp charging system (#091-266-12-40) complete with an auto eject mounted in the ATP protective cover for the Extendable Scene light on the driver's side. The charger will be mounted in the best location for ventilation and weather protection. The shoreline will eject when the chassis engine is in the start mode.

A. There shall be a duplex outlet mounted inside the driver's side transverse compartment towards the top that shall be used to plug in the charging unit.

Tank and Pump

(10) The 300 gallon skid unit that is a part of this unit includes:

A) 300 gallon poly tank with an integrated 5 gallon foam tank.

B) Supply and install a Hale Pump series **HPX200-KBD24** Diesel motor pump (#545-4251-30-0) with the following:

a) **Kubota**, 24.8 HP, Model HPX200-KBD24, Super Mini Series D902-E3B
b) Emission Regulation: Tier 4
c) Vertical, 4-cycle liquid cooled diesel
d) Horsepower: 24.8 hp @ 3600rpm
e) Combustion System: IDI
f) Intake System: Naturally Aspirated
g) Starting: Electric
h) Control: Manual with electric shut-off
i) Air Filter: Dry type with cyclone pre-cleaner
j) Priming: Complete with 12-volt DC ESP primer, shipped loose
k) Shaft seal: Self-lubrication, self-adjusting mechanical seal for low maintenance and dependability. Easy and economical to maintain.

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l) Impeller: Bronze enclosed type, fully machined and balanced, Bronze impeller has high strength and will not rust or corrode. Smooth waterways increase efficiency.
m) Body and Head: black hard coat anodized aluminum with gloss black paint, corrosion resistant with smooth waterways for maximum performance.
n) Electric Start
o) Mounting feel
p) Single gauge instrument panel
q) 12 volt 40 amp alternator
r) Weight: 355 lbs.
s) Performance: 280 GPM @ 50 PSI
205 GPM @ 100 PSI
175 GPM @ 120 PSI
130 GPM @ 150 PSI
t) Features & Benefits:
- Diesel Compatibility – Refueling convenience with today's apparatus
- High Capacity Model – Flows to 290 GPM
- Exclusive Band Clamp Design – Quick and easy access for maintenance and repairs
- Configured for easy installation by truck builders
- Ideal for pump and roll applications
- Tier 4 compliant engine

u) Pump fuel supply will be from the chassis fuel tank and the 12 volt power is from the chassis batteries.

C) Full instrumentation
D) Lighted pump panel with ATP cover
E) Exhaust tail pipe with ATP exhaust shield
F) Fuel supplied from the trucks fuel tank
G) Tank sight gauge
H) Custom built 4" x 4" x 1/4" steel manifold painted Black
I) Supply and install a Hale 501-3090-01-0 ESP with PVG oil less 12 volt electric priming pump with control at the pump panel
J) Supply and install a FRC four-light Tank Level Gauge (#WLA300.A00) on pump panel.
K) Supply and install a Polished Aluminum Hannay Power Fire reel (#SBEF 20-30-31-10.5 LT) mounted on right rear corner of flat bed. This reel will have an electric rewind button mounted on the reel and will have a stainless steel roller mounted on the rear. This reel will carry 200 ft. of 1" hose and will have high pressure hose crimped on the ends from the valve to the reel.

L) Supply and install 200 ft. of lightweight 1" booster hose (#NIEF3210E05AFABXXS).
M) Supply and install a Polished Aluminum Hannay Power Fire reel (#SBEC 20-30-31-10.5 RT) mounted on right left corner of flat bed (Storage Only Reel). This reel will have an electric rewind button mounted on the reel and will have a stainless steel roller mounted on the rear. This reel will carry 450 ft. of 1" Forestry hose. This reel will not be plumbed to the manifold.
N) Supply and install 450 ft. of 1" Flat Forestry hose (#AAHFP10X100Y10N (4- 100 ft. sections & #AAHFP10X50Y10N 1-50 ft. section).
O) Akron valves included:
    a) One 2½" tank to pump w/ remote.
    b) One 2½" discharge with 2½" to 1½" chrome reducer, 30 degree chrome turn down along with chrome 1½" cap and chain.
    c) One 1" hose reel valve.
    d) One 1 ½" tank fill or bypass valve.
    e) Two 1 ½" discharge valves with chrome 1 ½" cap and chain
    f) One 2 ½" suction, 30 degree turn down with chrome NSTF swivel along with the chrome plug and chain.
    g) All valves are Akron and within easy reach.
    h) Color coded labels.
    i) Schedule 40 galvanized piping painted black.
    j) All flex hose used is high pressure hose with crimped hose end fittings.

Foam System

(11) Supply and install a Blizzard Wizard Foam system (#DOU1015). There will be a 5 gallon foam tank integrated into the water tank with sight gauge.

Compartments

(12) Transverse Compartment

A. Supply and install a 1/8" thick diamond aluminum transverse compartment mounted directly behind the cab. This compartment will be 30" wide X 60" high X 23" deep on each side with a 16" step-up to clear the chassis frame and is 50" wide across the frame. The compartment has a total side to side width of approximately 96". This compartment will have a HANSEN INTERNATIONAL rollup door, one on each side with a painted finish, color to match the chassis. There will be an LED strip light on one HANSEN door track that will be activated when the HANSEN doors are open. This compartment will have the necessary vents.

241 Advent Church Road
Taylorsville, NC 28681
sales@anchor-richeyevs.com
TF: 800.754.7186
F: 828.495.3025
www.anchor-richeyevs.com

B. Supply and install two (2) SlideMaster Dual Direction Pull-out Trays (#SM2-D-90-24IMS) in the Transverse compartment. One tray shall be mounted on the floor above the frame rails and will need necessary angle to extend past the hump in order to accommodate the SlideMaster system and mounting. This shall deploy to both sides. The other tray will be adjustable and shall be mounted on angle and mounted to the uni-struts above the other tray. Both trays shall be constructed of 3/16" smooth aluminum and shall measure approx. 90" long x 28" wide with a 2" upturned lip around the perimeter. Each tray will have a 1,000 lb. capacity and will have 70% extension to each side.

(13) Curb Side Compartment:

A. On the curb side compartment fabricate and install a 1/8" thick diamond aluminum compartment mounted on the flat bed curb side of the skid tank. This compartment will be 48" long X 40" high X 21 ½" deep. There will be a HANSEN INTERNATIONAL rollup door with a painted finish, color to match the chassis along with an LED strip light on one HANSEN door track that will be activated when the HANSEN door is open.
B. Supply and install one (1) adjustable tray in this compartment complete with adjustable tracks. This tray will be approximately 20" wide x 45" long x 2" deep and will be fabricated from 3/16" thick smooth aluminum.
C. There will be two vents in the rear wall of this compartment, one in the upper section and one in the rear section.

(14) Driver's Side Compartment:

A. The driver's side compartment will be a 1/8" thick diamond aluminum compartment mounted on the driver's side of the skid tank. This compartment will be 48" long X 40" high X 21 ½" deep. There will be a HANSEN INTERNATIONAL rollup door with a painted finish, color to match the chassis along with an LED strip light on one HANSEN door track that will be activated when the HANSEN door is open.
B. Supply and install one adjustable tray in this compartment complete with adjustable tracks. This tray will be approximately 20" wide x 45" long x 2" deep and will be fabricated from 3/16" thick smooth aluminum.
C. There will be two vents in the rear wall of this compartment, one in the upper section and one in the rear section.

Under Bed Pull Out Tray

(15) Supply and install an underbody pullout tray for the Department to store long equipment. This pullout tray shall be located between the frame rails and will be accessed from pulling the tray out approximately 75% of the tray length. This tray will be approximately 29" wide x 83" long x 5" deep and will be fabricated from 3/16" smooth aluminum with a 3/16" smooth aluminum back-end plate cover. This tray will have a polished stainless d-ring handle with a

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slam latch at the rear of the tray. This tray will also have a locking system to hold the tray in place when in the deployed position. There will be roller bearings mounted on this tray for easy operation of the tray.

Open Door Alarm

(16) Supply and install a door open alarm system for both the side compartment doors and both transverse compartment doors that will be activated when the park brake of the chassis is in the released position and there is a compartment door open.
This alarm system will be both visible and audible at the center console along with the necessary ID tags.

---

12 Volt Extendable LED Scene Lights

(17) Supply and install two (2) 12 volt Fire Research LED telescopic scene lights (#FCA542-V20-ON-ST-H), each with an aluminum tread plate protective cover, one on the driver side front corner of the transverse compartment and one on the curb side front corner of the transverse compartment. The lights shall be controlled independently by a switch in the cab.
The light heads should not be any taller than the top of the transverse compartment.

Flashlights

(18) Supply and install two orange (2) Streamlight Fire Vulcan LED Flashlights with vehicle mount system 12V DC (#44451) and includes a quick release should strap, one to be mounted inside the driver's side transverse compartment towards the top and one to be mounted inside the curb side transverse compartment towards the top and wired to charge when the shoreline is plugged in at the station.

Graphics & Stripes

(19) Supply and install a 6" white reflective on the flatbed frame rails.

(20) Supply and install a Z stripe pattern in white reflective with a 1" – (3" or 4") – 1" stripe combination with the "Z" transition on the transverse compartment painted rollup door, on both sides and then the stripe will continue straight back on the side compartments.

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(21) Supply and install **RFD monogram and scroll design,** one on each front cab door. This will be done in gold leaf materials.

(22) Supply and install two 3-digit (XXX) unit numbers, one on each front fender. This will be done in gold leaf materials.

NFPA Reflective

(23) Supply and install 3M red/white conspicuity DOT tape on the front of all the trays and extendable shelves.

(24) Supply and install at least 96 square inches of reflective material on each cab door interior door card. This allows visibility of the unit when the doors are in the open position and the reflective stripe on the outside of the door can't be seen.

Warranty

(25) All labor and parts installed by Anchor-Richey EVS, Inc. are guaranteed for a period of one (1) year. The Structural integrity of the body has a limited Lifetime Warranty. Manufacturer's warranties apply to other components on the cab/chassis and apparatus.

Total Chassis, Body and all items described above

$229,667.99*

*(Price reflects NO chassis pre-payment)**

Price good for 30 days

Chassis Prepayment Option:

If you choose to make a prepayment of the chassis cost ($75,730.00) when it arrives at AREVS, you may deduct $5,880.00 from $229,667.99.

Discounted Total: $223,787.99

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www.anchor-richeyevs.com

**Please Note: Unless other arrangements are made, our standard company policy request payment upon completion of work at our facility (241 Advent Church Road, Taylorsville, NC 28681).*

Sincerely,

Shayla R. Nelson

241 Advent Church Road
Taylorsville, NC 28681
sales@anchor-richeyevs.com

TF: 800.754.7186
F: 828.495.3025
www.anchor-richeyevs.com

REQUEST FOR COUNCIL ACTION

Date of Meeting: June 17, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: Approval of Bid Tabulation, Contract Award, and Contract Authorization – FEMA Project No. 1481302 Cleghorn & 2nd Street Culvert Replacement Project

The Town previously rejected all bids received for the FEMA-funded Cleghorn & 2nd Street Culvert Replacement Project (FEMA Project No. 1481302) due to material bid irregularities and inconsistencies that prevented a reliable comparative evaluation of the submitted proposals.

Following bid rejection, the project was rebid with revised bid requirements, including contractor license verification, bid bond requirements, performance and payment bonding requirements, and additional contract provisions designed to protect the Town's interests and ensure compliance with FEMA funding requirements.

Bids for the rebid project were opened on June 9, 2026. Following review of the submitted bids by Town staff and Odom Engineering, the apparent low responsive, responsible bidder was determined to be Sisk Grading in the amount of $134,530.

The project consists of replacement of the existing culvert infrastructure at Cleghorn Street and 2nd Street and is funded through FEMA disaster recovery funding. Timely award of the contract is necessary to maintain the project schedule and comply with FEMA funding deadlines.

Recommended Action: Approve the bid tabulation for FEMA Project No. 1481302 – Cleghorn & 2nd Street Culvert Replacement Project; award the construction contract to Sisk Grading as the lowest responsive, responsible bidder in the amount of $134,530; authorize the Town Manager to execute the construction contract and related project documents.

Motion:_____ Second:_____ Vote:_____

Odom Engineering PLLC
169 Oak Street • Forest City, NC 28043
office 828. 247.4495 • fax 828.247.4498

June 9, 2026

Mr. Doug Barrick
Town Manager
Town of Rutherfordton
129 N Main Street
Rutherfordton, North Carolina 28139

RE: Town of Rutherfordton
Cleghorn and 2nd Street
Bid Tabulation and Contractor Recommendation

Dear Mr. Barrick:

Bids were received on Tuesday, June 9, 2025, at the Town of Rutherfordton Townhall for the Cleghorn and 2nd Street Culvert Replacement. Four (4) contractors submitted bids for the project. The results are summarized below:

W Third Street Culvert Replacement – Base bid plus 10% contingency

BID AMOUNT	
• Sisk Grading, Inc.	$134,530.00
• CRW Land Services LLC	$162,343.50
• Father and Son Enterprises LLC	$167,750.00
• HRH Engineering	$532,675.00

The lowest responsible bidder was **Sisk Grading, Inc of Forest City, North Carolina**, with a bid amount of **$134,530.00.**

Odom Engineering has reviewed the bid tabulations and hereby recommends that the Town of Rutherfordton award this project to Sisk Grading, Inc, in the amount of **$134,530.00**

Sincerely,

David Odom, P.E.

Attachments: Bid Tabulation & Contractor Bids

Odom Engineering PLLC

Project Name: Cleghorn and 2nd Street- Culvert Replacement

Owner: Town of Rutherfordton

Tuesday, June 9, 2026

				Sisk Grading		CRW Land Services		Father and Son		HRH Engineering	
	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	**24-inch HDPE Install**	**LS**	**1**		$ 100,750.00		**$ 138,135.00**		**$ 137,500.00**		**$ 427,250.00**
	Filling existing 120 LF 24"/16" pipe under house with flowable fill	LF	120	$ 150.00		$ 41.00		$ 150.00		$ 450.00	
	Installation of Drop Inlets	EA	2	$ 7,500.00		$ 3,000.00		$ 15,000.00		$ 38,000.00	
	Installation of Catch Basin	EA	1	$ 7,500.00		$ 3,000.00		$ 10,000.00		$ 29,500.00	
	Installation of Manhole	EA	1	$ 8,500.00		$ 5,000.00		$ 10,000.00		$ 42,000.00	
	Installation 24" HDPE Pipe	LF	130	$ 300.00		$ 800.00		$ 450.00		$ 1,450.00	
	Rip Rap	Tons	5	$ 150.00		$ 43.00		$ 200.00		$ 650.00	
	Final grading and Stabilization	LS	1	$ 12,000.00		$ 15,000.00		$ 10,000.00		$ 34,000.00	
2	**Asphalt Road Repair, Concrete Flume, Concrete Curb**	**LS**	**1**		$ 21,550.00		**$ 9,450.00**		**$ 15,000.00**		**$ 57,000.00**
	Asphalt Road Repairs - Base, binder and surface	SY	55	$ 300.00		$ 150.00		$ 200.00		$ 850.00	
	Concrete	SY	4	$ 700.00		$ 150.00		$ 250.00		$ 1,250.00	
	Curb Repair	LF	15	$ 150.00		$ 40.00		$ 200.00		$ 350.00	
				Subtotal	$ 122,300.00	Subtotal	$ 147,585.00	Subtotal	$ 152,500.00	Subtotal	$ 484,250.00
				10% Contingency	$ 12,230.00	10% Contingency	$ 14,758.50	10% Contingency	$ 15,250.00	10% Contingency	$ 48,425.00
				Project Total	$ 134,530.00	Project Total	$ 162,343.50	Project Total	$ 167,750.00	Project Total	$ 532,675.00
				License Verification was submited and Bid form was correct		License Verification was submited and Bid form was correct		License Verification was submited and Bid form was correct		License Verification was submited and Bid form was correct	

Low Bidder:	Sisk Grading

Contractor to provide lump sum prices for numbered items above. Unit costs to be provided to determine contingency payment if project exceeds scope with unknown factors.

I certify that this Tabulation is a true and correct copy of the Canvass of Bids received on Tuesday, June 9, 2026 at 2:00 PM.

David W. Odom, PE

NORTH CAROLINA PROFESSIONAL SEAL 21130 ENGINEER DAVID W. ODOM

PROJECT BID FORM

Bid Date: June 9, 2026

Project: Culvert Replacement - Cleghorn & 2nd Street

Customer: Town of Rutherfordton

Odom Engineering PLLC

NO.	BID ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
1	**24-inch HDPE Install**	LS	1		$ 427,250.00
	Filling existing 120 LF 24"/16" pipe under house with flowable fill	*LF*	*120*	*$ $ 450.00*	
	Installation of Drop Inlets	*EA*	*2*	*$ $ 38,000.00*	
	Installation of Catch Basin	*EA*	*1*	*$ $ 29,500.00*	
	Installation of Manhole	*EA*	*1*	*$ $ 42,000.00*	
	Installation 24" HDPE Pipe	*LF*	*130*	*$ $ 1,450.00*	
	Rip Rap	*Tons*	*5*	*$ $ 650.00*	
	Final grading and Stabilization	*LS*	*1*	*$ $ 34,000.00*	
2	**Asphalt Road Repair, Concrete Flume, Concrete Curb**	LS	1		$ 57,000.00
	Asphalt Road Repairs - Base, binder and surface	*SY*	*55*	$ $ 850.00	
	Concrete	*SY*	*4*	$ $ 1,250.00	
	Curb Repair	*LF*	*15*	$ $ 350.00	

Contractor to provide lump sum prices for numbered items above. Unit costs to be provided to determine contingency payment if project exceeds scope with unknown factors.

Subtotal:	$ 484,250.00
10% Contingency	$ 48,425.00
Project Total:	$ 532,675.00

Total Bid (in words): five hundred thirty-two thousand six hundred sevety-five dollars and no cents

Date Submitted: 6/9/2026

Company Name: HRH Engineering Services, LLC

Contractor License #: NC-3047044

By: Herbert R. Hansman
Signature

Printed Name: Herbert Hansman

Title: Owner

WARNING - THIS DOCUMENT CONTAINS SECURITY FEATURES LISTED ON REVERSE SIDE

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.122596

HRH ENGINEERING SERVICES LLC

3921 OLD FURNACE ROAD
CHESNEE SC 29323

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a

GENERAL CONTRACTOR

for each Classification and Group Limitation listed below.

(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

Water & Sewer Lines-WL5, Grading-GD5, Boring & Tunneling-BT5, Masonry-MS5, Concrete Paving-CP5

LICENSE NUMBER: CLG.122596
Initial License Date: 01/02/2020
EXPIRATION DATE: 10/31/2026

Qualifying Party(s): MR HERBERT RICHARD HANSMAN

Group Limitation Per Job (i.e. BD2 = Group 2):

Group #1 - $100,000	Group #4 - $3,000,000
Group #2 - $400,000	Group #5 - $Unlimited
Group #3 - $1,000,000	

Board Executive

It is at the discretion of this licensee to designate any employee of their company to pull permits/conduct business.

PROJECT BID FORM

Bid Date: June 9, 2026

Project: Culvert Replacement - Cleghorn & 2nd Street

Customer: Town of Rutherfordton

Odom Engineering PLLC

NO.	BID ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
1	**24-inch HDPE Install**	**LS**	**1**		**$ 137,500.00**
	Filling existing 120 LF 24"/16" pipe under house with flowable fill	*LF*	*120*	*$ $ 150.00*	*$ ~~18,000.00~~*
	Installation of Drop Inlets	*EA*	*2*	*$ $ 15,000.00*	*$ ~~30,000.00~~*
	Installation of Catch Basin	*EA*	*1*	*$ $ 10,000.00*	*$ ~~10,000.00~~*
	Installation of Manhole	*EA*	*1*	*$ $ 10,000.00*	*$ ~~10,000.00~~*
	Installation 24" HDPE Pipe	*LF*	*130*	*$ $ 450.00*	*$ ~~58,500.00~~*
	Rip Rap	*Tons*	*5*	*$ $ 200.00*	*$ ~~10,000.00~~*
	Final grading and Stabilization	*LS*	*1*	*$ $ 10,000.00*	*$ ~~10,000.00~~*
2	**Asphalt Road Repair, Concrete Flume, Concrete Curb**	**LS**	**1**	**$ 15,000.00**	**$ 15,000.00**
	Asphalt Road Repairs - Base, binder and surface	*SY*	*55*	*$ $ 200.00*	*$ ~~11,000.00~~*
	Concrete	*SY*	*4*	*$ $ 250.00*	*$ ~~1,000.00~~*
	Curb Repair	*LF*	*15*	*$ $ 200.00*	*$ ~~3,000.00~~*

Contractor to provide lump sum prices for numbered items above. Unit costs to be provided to determine contingency payment if project exceeds scope with unknown factors.

Subtotal:	$ 152,500.00
10% Contingency	$ 15,250.00
Project Total:	$ 167,750.00

Total Bid (in words): One hundred sixty-seven thousand seven hundred fifty dollars and zero cents

Date Submitted: 6/9/2026

Company Name: Father and Son Enterprises, LLC.

Contractor License #: 83813

By: Levi Blake
Signature

Printed Name: Levi Blake

Title: Owner/Operator

Expiration Date

2026

License No.

83813

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Father & Son Enterprises LLC

Marion, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU(Water Lines & Sewer Lines), PU(Water Pur. & Sewage Disp.)

until

December 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2026

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS
MAY 20, 1775
NORTH CAROLINA

Chairman

Secretary-Treasurer

PROJECT BID FORM

Bid Date: June 9, 2026

Project: Culvert Replacement - Cleghorn & 2nd Street

Customer: Town of Rutherfordton

Odom Engineering PLLC

NO.	BID ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
1	**24-inch HDPE Install**	LS	1		$ 100,750-00
	Filling existing 120 LF 24"/16" pipe under house with flowable fill	*LF*	*120*	$ 150.00	
	Installation of Drop Inlets	*EA*	*2*	$ 7,500.00	
	Installation of Catch Basin	*EA*	*1*	$ 7,500.00	
	Installation of Manhole	*EA*	*1*	$ 8,500.00	
	Installation 24" HDPE Pipe	*LF*	*130*	$ 300.00	
	Rip Rap	*Tons*	*5*	$ 150.00	
	Final grading and Stabilization	*LS*	*1*	$ 12,000.00	
2	**Asphalt Road Repair, Concrete Flume, Concrete Curb**	LS	1		$ 21,550-00
	Asphalt Road Repairs - Base, binder and surface	*SY*	*55*	$ 300.00	
	Concrete	*SY*	*4*	$ 700.00	
	Curb Repair	*LF*	*15*	$ 150.00	

Contractor to provide lump sum prices for numbered items above. Unit costs to be provided to determine contingency payment if project exceeds scope with unknown factors.

Subtotal:	$	122,300.00
10% Contingency	0	12,230.00
Project Total:	$	134,530-00

Total Bid (in words): One Hundred Thirty Four Thousand, Five Hundred Thirty and no cent

Date Submitted: June 6, 2026

Company Name: Sisk Grading Inc.

Contractor License #: 66492

By: _____
Signature

Printed Name: Randy Wilson

Title: Vice President

Email: randy@siskgrading.com

Phone #: (828) 429-3575

Expiration Date

2026

License No.

66492

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Sisk Grading Incorporated

Forest City, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2026

This certificate may not be altered.

Chairman

Secretary-Treasurer

PROJECT BID FORM

Bid Date: June 9, 2026

Project: Culvert Replacement - Cleghorn & 2nd Street

Customer: Town of Rutherfordton

NO.	BID ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
1	**24-inch HDPE Install**	LS	1	$ 138,135.00	$ 138,135.00
	Filling existing 120 LF 24"/16" pipe under house with flowable fill	LF	120	$ $ 41.00	
	Installation of Drop Inlets	EA	2	$ $ 3,000.00	
	Installation of Catch Basin	EA	1	$ $ 3,000.00	
	Installation of Manhole	EA	1	$ $ 5,000.00	
	Installation 24" HDPE Pipe	LF	130	$ $ 800.00	
	Rip Rap	Tons	5	$ $ 43.00	
	Final grading and Stabilization	LS	1	$ $ 15,000.00	
2	**Asphalt Road Repair, Concrete Flume, Concrete Curb**	LS	1	$ 9,450.00	$ 9,450.00
	Asphalt Road Repairs - Base, binder and surface	SY	55	$ $ 150.00	
	Concrete	SY	4	$ $ 150.00	
	Curb Repair	LF	15	$ $ 40.00	

Contractor to provide lump sum prices for numbered items above. Unit costs to be provided to determine contingency payment if project exceeds scope with unknown factors.

Subtotal:	$ 147,585.00
10% Contingency	$ 14,758.50
Project Total:	$ 162,343.50

Total Bid (in words): One Hundered sixty two thousand three hundred forty three dollars and fifty cents

Date Submitted: 6/9/2026

Company Name: CRW Land Services LLC

Contractor License #: 100961

By: _____
Signature

Printed Name: Clark Worley

Title: President

Expiration Date

2026

License No.

100961

North Carolina

Licensing Board for General Contractors

This is to Certify That:

CRW Land Services L.L.C

Old Fort, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway

until

December 31, 2026

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2026

This certificate may not be altered.

Chairman

Secretary-Treasurer

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **TOWN OF RUTHERFORDTON** (Owner) and Sisk Grading, Inc. (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all work as specified or indicated in the Contract Documents and as shown on the engineered Culvert Replacement Cleghorn & 2nd Street plans from Odom Engineering dated 04/21/2026. The Project is generally described as follows:

CULVERT REPLACEMENT CLEGHORN & 2ND STREET PROJECT – The project consists of storm drainage improvements including filling approximately 120 linear feet of existing pipe beneath the residence at 213 N. Cleghorn Street and replacing an existing drop inlet at the southeast corner of the intersection with a new double drop inlet. Additional work includes installation of a new catch basin, manhole, and approximately 130 linear feet of 24-inch HDPE culvert pipe within the public right-of-way and on private property. The project also includes rip rap outlet protection, asphalt repair with stone base, and final stabilization and seeding.

FEMA PROJECT NO 1481302

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

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D. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Bonds :
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Drawings as listed on the Drawing Sheet Index.
4. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Notice to Proceed
   b. Work Change Directives
   c. Change Orders
   d. Field Orders

ARTICLE 3—ENGINEER

3.01 *Engineer*

A. The Engineer for this Project is **ODOM ENGINEERING, PLLC.**

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

A. The contractor must mobilize/start project within 15 days of Notice to Proceed (NTP). Work will be substantially completed within 30 days after NTP. Final completion of all work shall occur no later than September 30, 2026.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **$1,000.00** for each day that expires after the Contract Time for substantial completion.

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4.03 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

A. Due to the short time frame of construction, contractor is not required to submit a schedule to the owner/engineer unless specifically requests one in writing.

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ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

NO.	BID ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
1	**24-inch HDPE Install**	LS	1		$ 100,750-00
	Filling existing 120 LF 24"/16" pipe under house with flowable fill	*LF*	*120*	$ 150.00	
	Installation of Drop Inlets	*EA*	*2*	$ 7,500.00	
	Installation of Catch Basin	*EA*	*1*	$ 7,500.00	
	Installation of Manhole	*EA*	*1*	$ 8,500.00	
	Installation 24" HDPE Pipe	*LF*	*130*	$ 300.00	
	Rip Rap	*Tons*	*5*	$ 150.00	
	Final grading and Stabilization	*LS*	*1*	$ 12,000.00	
2	**Asphalt Road Repair, Concrete Flume, Concrete Curb**	LS	1		$ 21,550-00
	Asphalt Road Repairs - Base, binder and surface	*SY*	*55*	$ 300.00	
	Concrete	*SY*	*4*	$ 700.00	
	Curb Repair	*LF*	*15*	$ 150.00	

Contractor to provide lump sum prices for numbered items above. Unit costs to be provided to determine contingency payment if project exceeds scope with unknown factors.

Subtotal:	$	122,300.00
10% Contingency	0	12,230.00
Project Total:	$	134,530-00

Total Bid (in words): One Hundred Thirty Four Thousand, Five Hundred Thirty and no cent

Date Submitted: June 6, 2026

Company Name: Sisk Grading Inc.

Contractor License #: 66492

By: _____
Signature

Printed Name: Randy Wilson

Title: Vice President

Email: randy@siskgrading.com

Phone #: (828) 429-3575

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Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

A. The successful contractor shall be required to furnish Performance and Payment Bonds in an amount equal to 100% of the contract value, in accordance with applicable state and local requirements. All bonds shall be issued by a surety company licensed to do business in the State of North Carolina and acceptable to the OWNER.

6.02 *Insurance*

A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$100,000.00
Each Employee	$500,000.00
Policy Limit	$500,000.00

b. *Commercial General Liability*

General Aggregate	$1,000,000.00
Products - Completed Operations Aggregate	$1,000,000.00
Personal and Advertising Injury	$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,000,000.00

c. *Automobile Liability*

Bodily Injury	
Each Person	$1,000,000.00
Each Accident	$1,000,000.00
Property Damage	
Each Accident	$1,000,000.00
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

d. *Excess or Umbrella Liability*

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Per Occurrence	$2,000,000.00
General Aggregate	$2,000,000.00

e. *Contractor's Pollution Liability*

Each Occurrence/Claim	$2,000,000.00
General Aggregate	$2,000,000.00

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile

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liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

I. City requires that insurance coverage list the City of Shelby as the Certificate Holder and include the following statement:

"City, its Officers, Agents and Employees are named as additionally insureds with respects to General Liability where required by written contract.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall maintain good discipline and order at the Site.

D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Weekend work may be requested by the Contractor with authorization by the owner.

7.03 *Other Work at the Site*

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid

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damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

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7.08 *Record Documents*

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.10 *Submittals*

A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.

E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.

F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by

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Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide the Site and easements required to construct the Project.

D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

A. Engineer will be Owner's representative during construction.

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B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

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10.04 *Field Orders*

A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:

1. Review the condition in question;

2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.

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C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to

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purchase of materials, mix designs, or equipment.

D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

A. Contractor warrants that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to

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recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.

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B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.

C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

B. The final application for payment must be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

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3. A list of all pending claims; and

4. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

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E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

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ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

A. This Contract is to be governed by the law of North Carolina.

17.08 *Other conditions*

A. The contractor will be responsible for calling in utility locates.

B. Contractors must verify existing utilities and inverts prior to commencing construction. Inverts may be adjusted prior to construction activities with approval from the OWNER and ENGINEER.

C. A preconstruction meeting will be held after the inverts/utilities have been confirmed.

D. Contractor to coordinate work around waterlines with Broad River Water Authority. Contact Reid Hammett at (828) 286-0640.

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The Effective Date of the Contract is _____.

Owner:

Town of Rutherfordton
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Doug Barrick
(typed or printed)

Title: Town Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

129 N Main Street

Rutherfordton, NC 28139

Designated Representative:

Name: Doug Barrick
(typed or printed)

Title: Town Manager
(typed or printed)

Address:

129 N Main Street

Rutherfordton, NC 28139

Phone: 828-287-3520

Email: dbarrick@rutherfordton.net

Contractor:

Sisk Grading, Inc.
(typed or printed name of organization)

By: Randy Wilson
(individual's signature)

Date: 6-11-26
(date signed)

Name: Randy Wilson
(typed or printed)

Title: Vice President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

1199 US Hwy 221A

Forest City, NC 28043

Designated Representative:

Name: Randy Wilson
(typed or printed)

Title: Vice President
(typed or printed)

Address:

1199 US Hwy 221A

Forest City, NC 28043

Phone: 828-429-3575

Email: randy@siskgrading.com

License No.: 66492

State: North Carolina

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REQUEST FOR COUNCIL ACTION

Date of Meeting: June 17, 2026

To: Mayor and the Town Council

From: Doug Barrick, Town Manager

Action Requested: Approval of Revised Change Order No. 6 and Increase in Contract Authorization for the Norris Library Waterproofing Project

On June 3, 2026, Town Council approved Change Order No. 5 and Change Order No. 6 for the Norris Library Waterproofing Project, increasing the construction contract amount from $153,956 to $182,847.

Following Council approval, McKinney Construction Management completed additional coordination with its electrical subcontractor and generator supplier regarding the standby generator installation included in Change Order No. 6. Based on that review, the contractor has recommended installation of an automated load management system to allow critical building systems, including HVAC equipment, to operate more effectively during power outages while protecting the generator from overload conditions.

The additional cost of the load management system is $4,868. McKinney Construction Management has agreed to absorb $1,301 of this cost, resulting in a net increase of $3,567 to the previously approved change order amount.

Contract Summary

- Original Construction Contract: $153,956
- Revised Contract Amount: $182,847

Recommendation

Approve the revised Change Order No. 6, increasing the construction contract amount from $180,280 to $182,847, and authorize the Town Manager to execute the revised change order documents.

Motion:_____ Second:_____ Vote:_____

CHANGE ORDER REQUEST NO. 6

Permanent Partial Standby Generator System

Project	Norris Library Waterproofing	**Date**	June 4, 2026
Owner	Town of Rutherfordton	**Contractor**	McKinney Construction Management LLC
Project Location	Norris Public Library, 132 North Main Street, Rutherfordton, NC 28139	**Original Contract Date**	March 30, 2026
Original Contract Sum	$156,026.00	**Change Order Amount**	$26,821.00
Revised Contract Sum	$182,847.00	**Contract Time Adjustment**	Extended to August 14, 2026

1. Description of Proposed Change

This change order is for the furnishing and installation of a permanent partial standby generator system to provide backup power for designated building loads. This work was not included in the original contract scope.

2. Scope of Work

- Furnish and install one 28,000-watt Generac standby generator suitable for LP gas or natural gas service.
- Furnish and install generator battery and required accessories.
- Provide and install all required wiring, conduit, fittings, and related electrical materials.
- Construct one concrete housekeeping pad for the generator.
- Install the generator in accordance with all manufacturer-required clearances.
- Provide and install load management devices for the HVAC equipment to prevent generator overloading.
- Rework the existing electrical service as required to accommodate the transfer switch and 28 kW Generac generator installation.
- Provide approximately 20 linear feet of gas piping to connect the generator to the building's existing propane tank.
- Obtain all required permits and inspections.
- Provide project supervision, coordination, startup, testing, and commissioning of the complete system.

Generator equipment and concrete pad may be provided by others where applicable, consistent with the pricing basis provided.

3. Cost Summary

Total Price of Change Order	$26,821.00
Net Change to Contract Sum	$26,821.00
Revised Contract Sum	**$182,847.00**

4. Schedule Impact

This change order requests an extension of Contract Time due to lead times associated with the transfer switch and generator. The contractual substantial completion date shall be extended to August 14, 2026.

5. Notes

All work shall be performed in a code-compliant manner and coordinated with the Owner to minimize disruption to library operations.

This change order becomes part of the Contract Documents upon written approval by the Owner and Contractor.

6. Acceptance

The undersigned acknowledge and approve the change in the Work described above.

OWNER	**CONTRACTOR**
Signature: _____	Signature: _____
Name / Title: _____	Name / Title: _____
Date: _____	Date: June 4, 2026

Town Council of the Town of Rutherfordton

Rutherford County, North Carolina

Ordinance No. 23-26

AN ORDINANCE AN ORDINANCE CLOSING THE AMERICAN RECOVERY PLAN ACT SPECIAL REVENUE FUND

WHEREAS, on June 2, 2021, the Town Council adopted Ordinance No. 19-21 establishing Fund 42, the American Recovery Plan Act Capital Project Fund, for the administration of federal American Rescue Plan Act (ARPA) funding; and

WHEREAS, on September 1, 2021, the Town Council adopted Ordinance No. 06-22 amending the project budget to recognize the Town's final ARPA allocation; and

WHEREAS, the Town of Rutherfordton has completed all eligible expenditures and reporting requirements associated with the American Recovery Plan Act funding received from the United States Department of the Treasury; and

WHEREAS, it is necessary to formally close Fund 42 and transfer any remaining balance in accordance with North Carolina General Statutes and Town financial policies.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Rutherfordton, North Carolina, as follows:

Section 1. The American Recovery Plan Act Capital Project Fund (Fund 42), established by Ordinance No. 19-21 and amended by Ordinance No. 06-22, is hereby declared complete and closed effective June 17, 2026.

Section 2. Total project revenues and expenditures are summarized as follows:

Fund 42 – American Recovery Plan Act Capital Project Fund

Description	Amount
Total Federal ARPA Revenues	$1,335,764
Total Project Expenditures	$1,335,764
Remaining Fund Balance	$0

Section 3. The Finance Officer is authorized and directed to make all necessary accounting entries to close Fund 42 and transfer any remaining balance, if applicable, to the Town's General Fund in accordance with applicable accounting standards and Town policies.

Section 4. The Finance Officer shall retain all financial records, grant documentation, and supporting records in accordance with federal and state record retention requirements.

Section 5. This ordinance shall become effective upon adoption.

INTRODUCED AND ADOPTED this 17th day of June, 2026, by the Town Council of the Town of Rutherfordton, North Carolina.

_____,
MAYOR Jimmy Dancy

ATTEST:

_____
Jeanie Hall, Town Clerk

APPROVED AS TO FORM:

_____
Elizabeth T. Miller, Town Attorney

Town Council of the Town of Rutherfordton

Rutherford County, North Carolina

Ordinance No. 24-26

AN ORDINANCE CLOSING THE FIRE STATION #2 CAPITAL PROJECT FUND

WHEREAS, on May 3, 2023, the Town Council adopted Ordinance No. 19-23 establishing Fund 26, the Fire Station #2 Capital Project Fund, for the purpose of managing funds associated with the construction and renovation of Fire Station #2; and

WHEREAS, on September 6, 2023, the Town Council adopted Ordinance No. 08-24 amending the project budget to reflect final project funding sources and expenditures; and

WHEREAS, the Fire Station #2 Project has been completed and all project revenues and expenditures have been accounted for; and

WHEREAS, it is necessary to formally close Fund 26 and transfer any remaining balance in accordance with North Carolina General Statutes and Town financial policies.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Rutherfordton, North Carolina, as follows:

Section 1. The Fire Station #2 Capital Project Fund (Fund 26), established by Ordinance No. 19-23 and amended by Ordinance No. 08-24, is hereby declared complete and closed effective June 17, 2026.

Section 2. Total project revenues and expenditures are summarized as follows:

Fund 26 – Fire Station #2 Capital Project Fund

Description	Amount
Total Revenues	$1,069,285
Total Expenditures	$1,069,285
Remaining Fund Balance	$0

Section 3. The Finance Officer is authorized and directed to make all necessary accounting entries to close Fund 26 and transfer any remaining balance, if applicable, to the General Fund.

Section 4. The Finance Officer shall retain all project, grant, financing, and accounting records in accordance with applicable state and federal record retention requirements.

Section 5. This ordinance shall become effective upon adoption.

INTRODUCED AND ADOPTED this 17th day of June, 2026, by the Town Council of the Town of Rutherfordton, North Carolina.

_____,
MAYOR Jimmy Dancy

ATTEST:

_____
Jeanie Hall, Town Clerk

APPROVED AS TO FORM:

_____
Elizabeth T. Miller, Town Attorney

Town Council of the Town of Rutherfordton

Rutherford County, North Carolina

Ordinance No. 25-26

AN ORDINANCE OF THE TOWN OF RUTHERFORDTON AMENDING THE BUDGET FOR FISCAL YEAR 2026

BE IT ORDAINED by the Town Council of the Town of Rutherfordton, does ordain as follows:

General Fund

Revenues	Increase	Decrease
Library Revenue		
10.3841.0000	$ 125	
Installment Purchase Proceeds		
10.3830.0000	$ 237,367	
Fund Balance		
10.3991.0000	$ 50,000	
Expenditures		
Book Expense		
10.6100.3010	$ 125	
Capital Outlay		
10.5600.5500	$ 237,367	
Street Lights		
10.5600.3600	$ 25,000	
Landfill Fees		
10.5600.8000	$ 25,000	

INTRODUCED at the regular meeting of the Town of Rutherfordton on June 17, 2026.

ADOPTED this 17th day of June 2026 by the Town Council of the Town of Rutherfordton, North Carolina.

_____,
MAYOR Jimmy Dancy

ATTEST:

_____
Jeanie Hall, Town Clerk

APPROVED AS TO FORM:

_____
Elizabeth T. Miller, Town Attorney

Ordinance No. 25-26

Notes & Explanations

	Description	Account	Increase	Decrease
1	Library Revenue	10-3841-0000	$125.00	
	Book Expense	10-6100-3010	$125.00	
Notes	*Donations from Rutherfordton Garden Club*			
2	Installment Purchase Proceeds	10-3830-0000	$237,367.00	
	Capital Outlay	10-5600-5500	$237,367.00	
Notes	*Loan proceeds to purchase 2026 Hino Grapple Truck*			
3	Fund Balance	10-3991-0000	$50,000.00	
	Street Lights	10-5600-3600	$25,000.00	
	Landfill Fees	10-5600-8000	$25,000.00	
Notes				