TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL MCCOWN ROOM
PROPOSED AGENDA
DECEMBER 19, 2023
7:00 P.M.

NOTE: No 6PM Work Session

All items are for discussion and possible action

1. Call to Order-Mayor Peoples
2. Invocation
3. Pledge of Allegiance
4. Agenda Adoption-Mayor Peoples
5. Special Presentation: Citizen of Year Award
6. Consent Agenda Adoption-Mayor Peoples
    a. Town Board Minutes September 19, 2023
    b. Tax Reports
    c. Financial Reports for October & November 2023
    d. Grant Status Report

   Below items e-g are for information purposes only-not for approval

    e. Tourism Board Minutes
    f. Harmon Field Board Minutes
7. Update on Audited Financial Statements for Year Ended June 30, 2023
8. Resolution Approving Municipal Services Assistance Memorandum Agreement NCLM-Fatland
9. Tryon Fire Department Apparatus
    a) Resolution Approving Conveyance of Property to Another Unit of Government
    b) Sale of Surplus vehicle Fire Apparatus
    c) Purchase of Fire Apparatus
10. Public Works Garage Relocation Professional Services
11. TDDA Update-Newman
12. Minimum Housing/Planning Update-Daniels
13. Town Manager’s Report
14. Council/Mayor Report
15. Citizen Comments & Responses
16. Adjourn

Agenda Item Summary Sheet

Meeting Date: December 19, 2023	**Agenda Item Number:** 6a
Submitted By: Susan Bell, Town Clerk	
Attachments: **BOC Minutes September 19, 2023**	

Topic: Board of Commissioners Minutes

Requested/Recommended Action & Motion:

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget: N/A

TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL – MCCOWN MEETING ROOM
SEPTEMBER 19, 2023 7:00 PM

Present: Mayor J. Alan Peoples Mayor Pro Tem Chrelle Booker

Commissioners: Bill Crowell, Crys Armbrust Absent: Commissioner Bill Ingham

Staff Present: Jim Fatland, Town Manager; Susan Bell, Town Clerk; Tim Daniels, Planning Director; Randall Hodge, Police Chief; Greg McCool, Public Works Director; Josh Walton, Fire Chief; William Morgan, Town Attorney

CALL TO ORDER

Mayor Peoples called the meeting to order and asked for a moment of silence. Mayor Pro Tem Booker led the Pledge of Allegiance.

SPECIAL PRESENTATION: PROCLAMATION HONORING BROCKS CLEANERS 75TH ANNIVERSARY

Mayor Peoples presented Wes Sessoms with a proclamation honoring Brock's Cleaners 75th Anniversary.

AGENDA ADOPTION

Mayor Peoples asked for additions, deletions or corrections. Being none, he entertained a motion to adopt the agenda. Commissioner Crowell so moved. The motion carried unanimously.

CONSENT AGENDA ADOPTION

Mayor Peoples asked for additions, deletions or corrections. Being none, he entertained a motion to adopt. Commissioner Armbrust so moved. The motion carried unanimously.

DOWNTOWN ENTRANCE SIGN "WELCOME TO HISTORIC TRYON AND ARTS DISTRICT"

Town Manager Fatland reported last month the board discussed the historic and arts district sign and you okayed the sign to be up there. Planning Director Daniels presented several options for the sign at the meeting you held this past Friday and he has more options now. Commissioner Armbrust commented the Historic District is a national designation and the Art's District is a local designation so the words should be reversed. Denny Crowe asked about the branding. Mayor Peoples responded they didn't like it. Since Morris has been around for 100-years they decided to put him in there. Mark Byington had done some renditions of the sign. Shelly Self made the comment that black and white is more readable from a distance. Mayor Peoples asked Tim to do a mockup of the options that have been discussed and send out to them.

PUBLIC WORKS GARAGE RELOCATION ENGINEERING SERVICES

Town Manager Fatland reported the Town had retained SDG Engineering to evaluate relocating the Public Works Garage located currently at 77 Maple Street. Meetings were held to solicit input from the local businesses and Town employees regarding a new location.

He recommended approving Engineering Service Agreement for Geotechnical Services ($12,200) for the Waste Water Treatment Plant site that was the proposed new location, approve survey costs for existing site of Town owned PW Garage ($14,500) and to approve Grantsmanship Services Agreement to help write the grant ($4,000). The cost of not to exceed $30,700.

Mayor Peoples entertained a motion to approve Geotechnical Services for the WWTP site, the survey cost of the PW Garage and the Grantsmanship Services Agreement, not to exceed $30,700 for all three. Commissioner Ingham so moved. The motion carried unanimously.

FY24 CAPITAL EQUIPMENT PURCHASES

Town Manager Fatland reported that he had shared with council at the September 15th work shop, the police cars have been on order for two years. Police Chief Hodge called Vic Bailey in Spartanburg and they had two cars, so we went ahead and purchased them. Stott's Ford called and said they had two coming in in October, so looking at the fleet, the oldest one is a 2012, we are thinking we go ahead and purchase the additional car and not ask for anymore in FY25 and FY26. The sidearm mower for the street department needs replacing. The quote was for $115,000, but when they went out to bid for state pricing, the lowest bid was from John Deere at a cost of $30,000 more than the estimate. He would like to amend the budget for that amount and finance the mower for ten years. Recommendation is to purchase the third police car from Stott's Ford for $56,000, which covers the price of the vehicle and all of the equipment and to purchase the sidearm mower and tractor from John Deere for $146,000. That would increase the loan proceeds from $227,000 to $313,000. He will come back next month with the financing rates for the vehicles and you can vote on the financing next month.

AD HOC COMMITTEE FOR HARMON FIELD COMMUNITY CENTER

Town Manager Fatland reported at the Harmon Field Board of Supervisors meeting, they were approached by a group that wants to install pickle ball courts. They are using Debra Torrence to make application. She has run into a brick wall in looking for money. He would like to appoint an Ad Hoc committee to help with 1. Pickle Ball, 2. Would like to bring back the community gardens and 3. Restore the building to a community center ($1.2 million). He would like to get citizens and non-profits together to start looking into these items to apply for a grant.

Mayor Peoples entertained a motion to set the committee as proposed by the manager. Commissioner Armbrust so moved. The motion carried unanimously.

TOWN GRANT FOR HARMON FIELD

Town Manager Fatland reported that you wanted to be proactive in maintenance. He and the Public Works Director got together to discuss the issues at Harmon Field. There was no mulch in the playground area, the bathrooms were in bad shape and the equipment needed to be repaired. The three employees that were there have resigned and moved on. You will see some dramatic changes at Harmon Field. His idea is for the town to grant Harmon Field $10,000 to get moving on some of the repairs.

Commissioner Ingham made a motion to grant Harmon Field $10,000. The motion carried unanimously.

FY24 BUDGET AMENDMENT NO. 2

Town Manager Fatland reported that budget amendment no. 2 includes the items that have been discussed, the loan proceeds, the $10,000 to Harmon Field and the Tourism Board wants to approve grants for downtown, so he included money for that.

Mayor Peoples entertained a motion to approve Budget Amendment No. 2. Commissioner Crowell so moved. The motion carried unanimously.

PUBLIC HEARING: TEXT AMENDMENT: EV CHARGING STATION

Planning Director Daniels reported we have a text amendment on the EV Charging Stations. It is to amend the zoning ordinance regulating electric vehicles, adding to Section 72 Stopping, Standing and Parking.

§ 72.20 PARKING AT PARKING SPACE EQUIPPED WITH ELECTRIC VEHICLE CHARGING STATION.

(A) Only electric vehicles plugged in or otherwise connected to an electric vehicle charging station may park in a parking space equipped with an electric vehicle charging station.

(B) An electric vehicle which is not plugged in or otherwise connected to an electric vehicle charging station is prohibited from parking in a parking space equipped with an electric vehicle charging station.

(C) A non-electric vehicle is prohibited from parking in a parking space equipped with an electric vehicle charging station.

This went to the Planning Board last Thursday and was unanimously approved. As you know we have the two EV charging stations at the Depot building. This is just to allow people to look online and see where the locations are. It will give the police authority, if someone is parked there and are not electric vehicles.

Mayor Peoples asked if there were any comments on this. Being none, he entertained a motion to adopt 72.20 as proposed by Zoning and Planning. Commissioner Ingham so moved. The motion carried unanimously.

TEXT AMENDMENT: LAKE LANIER BUOYS

Planning Director Daniels reported the next one is to amend the regulations by the Town of Tryon to define buoys and limit the distance that buoys can be placed from the shoreline at Lake Lanier. Currently buoys are not defined. Under section 2, the definition is added: Buoy: an anchored float serving as a navigation mark, to mark shallow areas or other hazards. Under Section 7: Prohibited Uses or activities: (c) Personal buoys is added. This also went to the Planning Board last Thursday and they recommended approval. Floats and platforms already are not allowed more than 25 feet from the shore.

Commissioner Ingham made the motion to approve. The motion carried unanimously.

TDDA UPDATE

Town Manager Fatland reported Michelle is under the weather tonight and would not be here. She did make a report for you that is included in the packet. She has been working on the budget for next year and the Municipal Service District. You want the businesses to petition this board for the taxes and she is working on all the events that will be occurring. Mayor Peoples has been working on finding spaces for parking for years. He is also working on some of the empty spaces on the back on the buildings.

MINIMUM HOUSING/PLANNING UPDATE

Planning Director Daniels reported on Michelle's behalf the Tryon Dog Mayor election is this Friday (4th Friday event). You can vote online. Proceeds will be split between Foothills Humane Society and Paws Prayers and Promises. They have a lot of great contestants out there. There will be a plant sale also.

1. 144 Cleveland-was cleaned up, he allowed bricks to remain to be used as infill.
2. 51 Shepherd & Peake Street-he hopes to have the ordinances ready next month.
3. 160 Cleveland-has cleaned up the property, good candidate for minimum housing, will get in there soon to do an inspection

He also has some junk vehicle notices out and will get those cleaned up as well.

TOWN APPOINTMENTS TO SALUDA GRADE TRAIL

Town Manager Fatland reported after the last meeting, Conserving Carolina requested a meeting with 2 reps from Polk County, 2 from Saluda and 2 from Tryon. Commissioner Crowell went with him to the meeting. He would like for you to officially appoint them. Tommy Melton had reported to him that all the county commissioners supported the trail. They just want to make sure the communication is kept open. Commissioner Crowell reported they had concerns about EMT, police and security. The Fire Chief wants to get with Landrum and Saluda to visit the Virginia Creeper so they have an idea of what is coming our way. Commissioner Ingham made a motion to appoint Town Manager Fatland and Commissioner Crowell to be the representatives. The motion carried unanimously.

TOWN MANAGER'S REPORT

Town Manager Fatland reported he had spoken to State Senator Tim Moffit and House Member Jake Johnson concerning three projects that are having sewer problems. Hidden Hill, Oak Street, Markham and Grady for a cost of $2,223,500. Their budget hasn't been approved, but it should be by the end of this week. He would like to go ahead and get an engineer to look at the projects. He will be driving to Columbia tomorrow. SCDEHEC is having a meeting with FEMA to discuss the funding grant. It will be for seventy-five percent and he feels he can get the additional funding from our representatives like we did for the sewer projects. He will give an update next month. Also, next month he will have an item to discuss replacing the street lights.

COUNCIL/MAYOR REPORT

Commissioner Crowell thanked Town staff. Harmon Field is starting to look really nice. He appreciates everything staff has done and the citizens for coming out.

Commissioner Ingham reported it is nice to see a big crowd. We do listen. It may not appear that way, but we do listen. He thanked the staff for all of their hard work, everything looks good, except on Sunday morning when the trash is left out on the streets.

Mayor Pro Tem Booker concurred with them. She thanked everyone and reminded them to look out for the bears.

Mayor Peoples reported that he is downtown daily and meets a lot of new people that love this town like he does.

CITIZEN COMMENTS & RESPONSES

Mitzi Sabo asked if there was an ordinance about feeding wildlife. There are problems with the bears getting into the trash. Ms. Day responded she was the one feeding the wildlife and feels they can discuss this outside of this meeting. Ms. Sabo responded Ms. Day has been notified and she hasn't changed. Mayor Peoples reported we have nothing in our ordinances. They are being run out of their habitat. Ms. Sabo asked if we could add something to the books. Mayor Peoples responded it would have to go through our attorney and manager.

Mike Hrobak reported that he had purchased a building and has been remodeling and wants to be able to have open carry for alcohol on Pacolet Street. Town Clerk Bell feels this has already been done and will be checking on it. Commissioner Ingham made a motion to direct staff to check on this and to report back next month with direction. The motion carried unanimously.

Mayor Peoples reported that there is nothing that can be done about the bears. Ms. Sabo asked about bear proof containers for the trash.

Skip Crowe suggested with all the changes expected in the next few years, the Town put charettes throughout the town of drawings of what the town will look like in the future. Mayor Peoples responded we have probably $25,000,000 worth of needs and it would be great to get a grant to help with funding. We have a downtown association and tourism association. Mr. Crowe would like to spearhead this. If the trail comes through here, it is going to affect everyone.

Jean Prewette suggested as Tryon develops more, we need to look at what we really need. We are a community with children and need to be sure to include everyone on the decision of what Tryon needs.

Karandall Gary suggested putting another trash can on the Eastside. He walks and picks up trash along the road and has no place to put it. Commissioner Ingham feels we can help with that.

Joyce Kimpton made a suggestion that as we get closer to moving the maintenance shed, please do not sell that property until you have made some decision that's accountable for the little brick building. There is plenty of parking there. It is part of this town's history. Mayor Peoples responded they have talked about this. Kimpton reminded everyone that it was the Fire Department, Town Hall and Police Department and is part of our history. We have torn down too much already. Planning Director Daniels suggested giving it to the Historic Preservation Committee to get it designated.

Alan Casavant reported downtown on Sundays the garbage in some areas of Trade Street is really bad. Mayor Peoples responded we talked about this in the work session and are trying to come to a solution. Manager Fatland will be working on a commonsense decision. It doesn't make sense to bring in the sanitation crew for this.

ADJOURN

Mayor Peoples entertained a motion to adjourn. Commissioner Ingham so moved. The motion carried unanimously.

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J. Alan Peoples, Mayor

Attest:

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Susan B. Bell, Town Clerk

Meeting Date: December 19, 2023	**Agenda Item Number:** 6b
Submitted By: Jordan McKeown	
Attachments: Tax Reports	

Topic: Tax Reports for Taxes

Requested/Recommended Action & Motion: Approve

Summary Explanation & Background:

A listing of unpaid taxes and the tax due report.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:

[redacted]LDING NAME	YEARS	7/1/2023	8/1/2023	09/01/23	10/1/2023	11/1/2023	12/1/2023
A MACCHERONE, LLC	2016	322.81	324.55	326.29	328.05	329.82	331.60
ALDRIDGE, DWANDA	2021-2022	210.27	211.71	213.15	214.62	216.09	217.59
BURNS, LUIS & REGINA TRUSTEE	2022	186.01	187.33	188.66	190.00	191.35	192.71
CAFÉ LA GAULE	2019-2022	76.1	76.57	79.05	77.55	78.06	78.58
CANN0N, FRANK HEIRS	2022	37.71	37.98	38.25	38.52	38.79	39.06
CUNNINGHAM, LORENA	2017-2022	368.44	180.18	24.94	25.10	25.26	25.42
DAYSTAR ENTERPRISES	2019	195.85	197.11	198.37	199.64	200.92	202.20
DIAMOND DIMENSIONS	2014	9.85	9.89	9.93	9.97	10.01	10.05
EHG APPRAISAL SERVICE	2020-2022	30.25	30.45	30.65	30.85	31.05	31.26
FOOTHILLS GYMNASTIC ACADEMY	2022	32.37	32.59	32.81	33.03	33.26	33.49
GE CAPITAL	2017-2018	62.86	63.23	63.60	63.97	64.34	64.72
HINES, JAMES	2014-2022	978.80	984.22	989.66	995.12	1,000.63	1,006.18
HTHC., LLC	2017	147.28	148.20	149.13	150.06	151.00	151.94
JAMEELA	2022	65.30	65.76	66.22	66.69	67.16	67.64
LA BOUTEILLE	2017-2018	17.44	17.55	17.66	17.77	17.88	17.99
LITTLE, JAMES	2020-2022	47.92	48.25	48.59	48.93	49.27	49.61
MELROSE INN	2018	106.77	107.40	108.04	108.68	109.32	109.97
MR JUAN'S MEXICAN RESTAURANT	2022	34.23	34.48	34.73	34.98	35.24	35.50
NATURES PATH INVESTMENTS LLC	2022	810.64	816.35	822.09	827.88	833.71	839.59
OZONE WATER	2018-2019	16.99	17.09	17.19	17.29	17.39	17.49
PENELOPE, PADGETT	2022	12.10	12.18	12.26	12.34	12.42	12.50
PUCKETT, DAVID	2022	13.84	13.94	14.04	14.14	14.25	14.36
SBA COMMUNICATION	2015	455.84	458.14	460.45	462.78	465.12	467.49
STUDIO 108	2022	15.16	15.26	15.36	15.46	15.56	15.66
STYLES ON NORTH TRADE	2020-2021	39.40	39.66	39.92	40.18	40.44	40.70
STEWART LAND COMPANY	2022	10.80	10.84	10.88	10.92	10.96	11.00
TRYON FINISHING CORP	2022	14.93	15.02	15.11	15.20	15.29	15.38
TRYON POINT ORTHODONTIC	2016	302.01	303.63	305.26	306.90	308.56	310.23
TRYON LOGISTICS	2021-2022	58.06	58.45	58.84	59.24	59.64	60.04
TRYON NEWS MEDIA	2021-2022	16.47	16.51	16.55	16.59	16.63	16.67
WALTERS, DARIN	2018-2021	88.73	89.28	89.83	90.40	90.97	91.55
WATFORD, ELLEN SUMNER	2020-2022	**325.47**	327.74	330.03	332.35	334.58	337.03
TOTAL		5,110.70	4,951.54	4,827.54	4,855.20	4,884.97	4,915.20

[redacted]RECLOSURE		7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
CANNADY, ELSIE	2018-2022	1,406.33	1414.55	1,422.81	1,431.13	1,439.52	1,447.98
CARSON, LIONEL ALVIN	2018-2022	1,236.70	1,244.77	1,252.89	1,261.06	1,101.09	1,108.14
CRC INVESTMENTS LLC	2019-2022	53,858.75	54,211.35	54,566.10	54,923.52	55,283.65	55,646.46
CRC INVESTMENTS LLC	2019-2022	4,913.10	4,946.70	4,979.71	5,012.97	5,046.48	5,080.24
FRINK, ARCHIE, EST	2013-2022	498.63	501.54	504.48	507.46	510.44	513.43
HILL, DAVID	2016-2022	1,052.89	1,059.06	1,065.25	1,071.53	1,077.83	1,084.19
JOHNSON, ROMEY	2012-2022	274.58	276.18	277.78	279.40	281.02	282.66
KING, JESSIE	2015-2022	4,114.82	4,139.26	4,163.85	4,188.62	4,213.54	4,238.66
KING, WILL, EST	2012-2022	703.45	707.57	711.69	715.88	720.10	724.33
LITTLEJOHN, EDWARD - 90 PEAKE	2021-2022	629.57	633.51	637.77	642.06	646.39	650.74
LITTLEJOHN, EDWARD	2021-2022	334.17	336.41	338.66	341.03	343.00	345.52
WADDELL, VIOLA	2012-2021	351.47	353.52	395.43	397.73	400.05	402.42
WILLIAMS, ELLA	2012-2021	727.31	731.54	818.11	822.91	827.72	832.59
TOTAL		70,101.77	70,555.96	71,134.53	71,595.30	71,890.83	72,357.36

[redacted]STOMER PAYING		7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
BROWN, TIMOTHY	2021-2022	1,246.62	1,255.03	1,213.40	1,171.50	1,129.30	1,086.77
HANNON, HEYWOOD	2019-2021	1,302.15	1,310.87	1,294.45	1,278.00	1,256.22	1,764.81
HANNON, LARRY	2020-2021	27.90	28.1	23.26	18.38	13.50	13.59
NESBITT, REBECCA	2021-2022	646.59	650.89	504.36	507.85	311.37	313.48
POWELL, STEVEN	2022	230.96	182.15	183.34	84.54	85.11	35.31
SUBER CHARLES	2022	412.6	415.51	418.44	421.39	172.48	173.58
[redacted]TAL		3,866.82	3,842.55	3,637.25	3,481.66	2,967.98	3,387.54

[redacted]RNISHMENT		7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
ASIAN FUSION	2021-2022	2676.1	2392.61	2,409.22	2,425.94	2,442.79	2,459.77
[redacted]TAL		2,676.10	2,392.61	2,409.22	2,425.94	2,442.79	2,459.77

[redacted]BT SET OFF		7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
FLORES-CANALES, FRANCISCO ANTON	2022	77.8	78.35	78.90	79.46	80.02	80.59
DURHAM, HOMER	2022	176.06	177.29	178.52	179.76	181	182.28
GARY, SHADOE	2022	294.35	296.42	298.50	300.60	302.72	304.85
HYDER, WILLIAM	2016-2022	497.20	500.30	503.42	506.56	509.72	452.55
JOHNSON, WILLIam ET NANCY JOHNSON	2022	266.52	268.39	270.27	272.16	274.07	275.99
KINSER, SHARON	2022	395.14	397.92	400.72	403.54	406.38	409.24
LITTLEJOHN, ANN	2022	347.63	350.08	352.54	355.02	357.52	360.04
LONG, LOUIS	2018-2022	3,071.50	3,092.31	410.79	413.40	415.43	418.68
MCDOWELL, THEODORE **Jeanal mcdowell**	2021-2022	399.79	402.60	405.43	408.28	411.14	414.03
MCENTIRE, CAROLE D DURHAM, HOMER	2022	683.6	688.42	693.27	698.15	703.07	708.03
MILLER, LEROY JR	2022	148.56	149.56	150.56	151.58	152.60	153.63
PENA, DAVID & JASMINE	2020-2021	1,434.25	1,444.09	1,453.99	1,463.97	1,474.02	1,484.16
SIMPSON, MAUDE AND BRUCE SIMPSON	2015-2022	267.62	269.32	271.04	272.76	274.49	276.23
SUBER, VIOLA	2019-2022	345.82	348.13	350.45	352.79	355.14	357.51
TEVIS, TROY	2022	123.9	124.77	125.66	126.55	127.44	128.33
TWITTY, JOSHUE ET	2021-2022	249.42	254.46	256.15	258.00	259.58	261.33
YOUNG, KEITH	2021-2022	425.98	428.92	431.88	354.25	356.65	359.06
[redacted]TAL		9,127.34	9,192.98	6,553.19	6,517.37	6,560.97	6,626.53

TOWN OF TRYON
UNPAID TAX BALANCES

	7/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023
2013	2,912.20	2,943.67	2,954.16	2,964.65	2,975.14	2,985.63	2,979.69	2,990.11	300.53						
2014	1,931.70	1,954.11	1,961.58	1,969.05	1,976.52	1,983.99	1,991.46	1,998.93	2,006.40	2,013.87	2,021.34	2,028.83	2,036.39	2,044.00	2,051.67
2015	2,679.32	2,713.67	2,725.12	2,736.57	2,748.02	2,759.47	2,770.92	2,782.37	2,793.82	2,805.27	2,816.72	2,828.21	2,839.79	2,851.43	2,863.20
2016	3,354.54	3,406.08	3,423.26	3,440.44	3,457.62	3,474.80	3,491.98	3,509.16	3,526.34	3,543.52	3,560.70	3,577.95	3,595.35	3,612.86	3,630.53
2017	5,141.59	4,002.52	4,022.83	3,743.14	3,461.62	3,480.70	3,499.78	3,506.19	3,525.18	3,544.17	3,563.16	3,582.25	3,601.48	3,620.85	3,640.36
2018	12,942.04	13,919.76	13,275.00	13,220.27	13,302.74	13,385.21	13,467.68	13,416.50	13,465.01	13,489.89	13,571.07	13,652.77	13,735.09	13,649.81	13,732.10
2019	17,525.13	17,884.32	18,004.05	17,630.34	15,121.93	15,221.12	14,730.57	14,402.30	14,495.16	14,588.02	14,649.57	14,641.49	14,734.83	14,828.90	14,923.63
2020	21,352.72	21,531.93	21,642.98	21,728.56	21,242.21	19,179.03	19,140.39	18,847.06	16,855.94	16,555.64	16,050.68	14,803.75	14,876.95	14,945.86	15,045.34
2021	31,017.61	29,201.44	29,275.60	29,310.10	25,806.97	22,360.20	21,361.43	21034.92	19,173.29	18,503.95	18,056.54	16,726.90	16,787.97	16,760.64	16,136.30
2022	1,136,884.57	438,118.86	395,899.31	168,937.71	98,663.07	52,907.05	37,509.60	35,452.79	30,774.35	27,586.59	26,692.62	25,859.06	25,854.77	25,113.36	24,369.26
2023													534,884.36	496,982.66	438,703.16
TOTAL	1,238,900.97	538,866.99	496,384.88	268,892.18	191,977.55	140,969.27	120,943.50	117,940.33	106,916.02	102,630.92	100,982.40	97,701.21	632,946.98	594,410.37	535,095.55

Meeting Date: December 19, 2023	**Agenda Item Number:** 6c
Submitted By: Susan Bell, Town Clerk	
Attachments: **Financial Reports for October & November 2023**	

Topic: Financial Reports

Requested/Recommended Action & Motion:

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget: N/A

TOWN OF TRYON
FINANCIAL SUMMARY REPORT
FOR PERIOD OF 07/01/2023-10/31/2023

GENERAL FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
PROPERTY TAXES	$ 1,110,000	$ 673,201	$ 436,799	60.65%	$ 629,255
SALES TAXES/HOLD HARMLESS	588,000	127,641	460,359	21.71%	236,711
UTILITIES SALES TAXES	140,000		140,000	0.00%	28,961
BEER, WINE TAX	6,100				
ZONING PERMITS	7,000	1,825	5,175	26.07%	2,800
RENT	14,000	8,199	5,801	58.56%	5,747
LOAN PROCEEDS	313,000		313,000	0.00%	
SALE OF CAPITAL ASSETS			-	0.00%	
INVESTMENT EARNINGS	19,000	37,167			
OTHER		2,267	(2,267)	0.00%	175,487
TRANSFER IN-POLICE PENSION TRUST FUND	28,100				
TRANSFER IN-TOURISM FUND	2,500				
INTERFUND TRANSFER-FIRE DEPT					
GRANTS	25,000				
APPROPRIATION FROM FUND BALANCE	191,665		191,665	0.00%	
	$ 2,444,365	$ 850,300	$ 1,550,532	34.79%	$ 1,078,961

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
GOVERNING BODY	$ 66,593	$ 18,310	$ -	$ 48,283	27.50%	$ 10,982
ADMINISTRATION	610,229	198,172	-	412,057	32.47%	279,635
POLICE	944,204	340,132	-	604,072	36.02%	207,867
STREET	631,899	148,586	-	483,313	23.51%	138,122
PARKS & CEMETERY	17,600	2,658	-	14,942	15.10%	2,887
PLANNING/ZONING	39,864	17,390	-	22,474	43.62%	
DEBT	35,326		-	35,326	0.00%	7,264
TRANSFER OUT	98,650	88,650	-	10,000	89.86%	
	$ 2,444,365	$ 813,897	$ -	$ 1,630,468	33.30%	646,757
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ 36,403**				**$ 432,204**

POLICE PENSION F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
APPROPRIATION FROM FUND BALANCE	$ 28,100			$ 28,100	0.00%	
	$ 28,100	$ -		$ 28,100	0.00%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
TRANSFER OUT	$ 28,100		$ -	$ 28,100	0.00%	
	$ 28,100	$ -		$ 28,100	0.00%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ -**				**$ -**

POWELL BILL F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
POWELL BILL ALLOCATION	$ 68,000	$ 34,154		$ 33,846	50.23%	$ 29,777
APPROPRIATION FROM FUND BALANCE	62,000			62,000	0.00%	
	$ 130,000	$ 34,154		$ 95,846	26.27%	$ 29,777

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
OPERATING EXPENSES	$ 130,000	$ 6,235	$ 850	$ 122,915	5.45%	
DEBT				-	0.00%	
	$ 130,000	$ 6,235		$ 122,915	4.80%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 27,919**				**$ 29,777**

FIRE FUND

REVENUES	**CURRENT BUDGET**	**ACTUAL TO DATE**	**UNCOLLECTED TO DATE**	**Y-T-D % COLLECTED**	**10/31/2022 PRIOR YEAR ACTUAL TO DATE**
PROPERTY TAXES	$ 224,087	$ 145,913	$ 78,174	65.11%	$ 109,116
MOTOR VEHICLE TAXES	32,000	6,567	25,433	20.52%	11,062
TOWNSHIP TAX REVENUE	417,500	330,072	87,428	79.06%	244,621
LAKE LANIER TAX REVENUE	85,000	29,500	55,500	34.71%	
TAX DISCOUNTS	(2,800)	(2,095)	(705)	74.82%	(1,889)
OTHER REVENUE		35	(35)	0.00%	34,328
CHRISTMAS PARADE		4,341	(4,341)	0.00%	
FEMA GRANT MONEY	252,351				
GRANT MONEY					
FUND BALANCE APPROPRIATION	17,665		17,665	0.00%	
	$ 1,025,803	$ 514,333	$ 259,119	50.14%	$ 397,238

EXPENDITURES & ENCUMBRANCES	**CURRENT BUDGET**	**EXPENDITURES TO DATE**	**ENCUMBRANCES TO DATE**	**UNSPENT TO DATE**	**Y-T-D % SPENT**	**10/31/2022 PRIOR YEAR ACTUAL TO DATE**
PERSONNEL & OPERATING EXPENSES	$ 720,834	$ 288,723	$ -	$ 432,111	40.05%	$ 161,109
CAPITAL EQUIPMENT	$ 264,969					
DEBT	40,000			40,000	0.00%	37,445
	$ 1,025,803	$ 288,723		$ 472,111	28.15%	$ 198,554
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 225,610**				**$ 198,684**

HARMON FIELD F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
MOTOR VEHICLE TAX	$ 14,000	$ 3,596		$ 10,404	25.69%	$ 7,450
TOWNSHIP TAX	207,500	149,131		58,369	71.87%	149,432
RENTAL	10,000	2,850		7,150	28.50%	1,330
USAGE	20,000	10,988		9,013	54.94%	7,170
OTHER		1,389		(1,389)	0.00%	211
HORSE SHOW FEES	17,000	12,785		4,215	75.21%	
APPROPRIATION FROM FUND BALANCE	41,358			41,358	0.00%	
POLK COUNTY GRANT	68,650			68,650	0.00%	
TRANSFER IN-TOT	78,650	78,650		-	100.00%	
LOAN PROCEEDS	22,079			22,079	0.00%	
DISCOUNTS	(500)					
	$ 478,737	$ 259,388		$ 219,849	54.18%	$ 165,593

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 277,000	$ 118,864		$ 158,136	42.91%	$ 92,954
DEBT				-	0.00%	
HORSE SHOWS	17,000	3,006				
CAPITAL OUTLAY	162,658	527				
CAPITAL EQUIPMENT	22,079	23,625				
	$ 478,737	$ 146,022		$ 158,136	30.50%	$ 92,954
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 113,367**				**$ 72,639**

TOURISM F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
OCCUPANCY TAXES	$ 28,000	$ 8,111	$ 19,889	28.97%	$ 17,414
APPROPRIATION FROM FUND BALANCE	7,500		7,500	0.00%	
	$ 35,500	$ 8,111	$ 27,389	22.85%	$ 17,414

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 35,500	$ 10,316	$ -	$ 25,184	29.06%	$ 7,968
				-	0.00%	
	$ 35,500	$ 10,316		$ 25,184	29.06%	$ 7,968
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ (2,205)**				**$ 9,446**

WATER & SEWER FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
WATER CHARGES	$ 1,192,200	$ 457,740		$ 734,460	38.39%	$ 433,758
SEWER CHARGES	496,000	185,236		310,764	37.35%	164,181
COLUMBUS & SALUDA EMERGENCY WATER LINE	56,390			56,390	0.00%	
OTHER		2,466		(2,466)	0.00%	
INVESTMENT EARNINGS	3,900	-				
LOAN PROCEEDS	115,000					
APPROPRIATION FROM FUND BALANCE	40,000			40,000	0.00%	
	$ 1,903,490	$ 645,443		$ 1,139,147	33.91%	$ 597,939

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
DISTRIBUTION	$ 464,385	$ 114,697	$ -	$ 349,688	24.70%	$ 124,786
WATER PLANT	533,841	204,389	-	329,452	38.29%	185,047
SEWER PLANT	368,819	131,986	-	236,833	35.79%	96,267
COLLECTIONS	228,589	59,633	-	168,956	26.09%	65,277
DEBT	307,856	28,022		279,834	9.10%	5,174
Debt-GAAP offset						
CONTRIBUTION TO FUND BALANCE	-			-	0.00%	
.	$ 1,903,490	$ 538,726		$ 1,364,764	28.30%	$ 476,551
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ 106,716**				**$ 121,388**

WATER METER FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
AUTOMATED METER FEES	38,000	15,464		22,536	40.70%	
INVESTMENT EARNINGS	4,000	2,399			59.98%	
	$ 42,000	$ 17,864		$ 22,536	42.53%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
AUTOMATED METER FEES	42,000	42,113		(113)	100.27%	
.	$ 42,000	$ 42,113		$ (113)	100.27%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ (24,250)**				**$ -**

BRAEWICK SEWER REHAB PROJECT

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
ARP AMERICAN RESCUE PLAN GRANT	1,643,397	190,312		1,453,086	11.58%	
STATE REVOLVING LOAN PROCEEDS	1,000,000	30,600		969,400		
	$ 2,643,397	$ 220,912		$ 2,422,486	8.36%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
CONSTRUCTION REHAB	2,452,113			2,452,113	0.00%	
PROF. SERVICES, ENGINEERING	191,284	57,678		133,606		
.	$ 2,643,397	$ 57,678		$ 2,585,719	2.18%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ 163,233**				**$ -**

W A T E R MAPPING PROJECT

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
ARPA AMERICAN RESCUE PLAN GRANT	254,500	41,440		213,060	16.28%	
	$ 254,500	$ 41,440		$ 213,060	16.28%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
PROF. SERVICES, ENGINEERING	254,500	45,190		209,310	17.76%	
.	$ 254,500	$ 45,190		$ 209,310	17.76%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ (3,750)**				**$ -**

SEWER MAPPING PROJECT

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
ARPA AMERICAN RESCUE GRANT	261,500	66,000		195,500	25.24%	
	$ 261,500	$ 66,000		$ 195,500	25.24%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
PROF. SERVICES, ENGINEERING	261,500	87,730		173,770	33.55%	
.	$ 261,500	$ 87,730		$ 173,770	33.55%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ (21,730)**				**$ -**

S ANITATION F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
SANITATION CHARGES	$ 278,395	$ 93,514		$ 184,881	33.59%	$ 84,716
OTHER REVENUES	450	836		(386)	185.81%	2,207
SOLID WASTE	650			650	0.00%	
INTERFUND TRANSFER FROM GF				-	0.00%	
	$ 279,495	$ 94,350		$ 185,145	33.76%	$ 86,923

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 266,642	$ 94,023	$ -	$ 172,619	35.26%	$ 75,142
DEBT	12,853			12,853	0.00%	
Debt-GAAP Offset						
CONTRIBUTION TO FUND BALANCE				-	0.00%	
	$ 279,495	$ 94,023		$ 185,472	33.64%	$ 75,142
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 327**				**$ 11,781**

GRANT F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
ARP FUNDS				$ -	0.00%	$ 257,348
	$ -	$ -		$ -	0.00%	$ 257,348

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
TRANSFER OUT			$ -	$ -	0.00%	
	$ -	$ -		$ -	0.00%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ -**				**$ 257,348**

CULTURAL & RECREATION FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	10/31/2022 PRIOR YEAR ACTUAL TO DATE
ROGERS PARK		$ 1,175		$ (1,175)	0.00%	
WOODLAND PARK						
TRANSFER IN	$ 20,000	$ 10,000				
APPROPRIATION FROM FUND BALANCE				-	0.00%	
	$ 20,000	$ 11,175		$ (1,175)	55.88%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	10/31/2022 PRIOR YEAR ACTUAL TO DATE
CAPITAL OUTLAY	$ 20,000		$ -	$ 20,000	0.00%	
CONTRACTED SERVICES		1,000		(1,000)	0.00%	
	$ 20,000	$ 1,000		$ 19,000	5.00%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 10,175**				**$ -**

SUMMARY OF ALL BUDGETS AND AMENDMENTS/EXPENSES

	CURRENT BUDGET
GENERAL FUND	$ 2,444,365
POLICE PENSION FUND	$ 28,100
CULTURE & RECREATION	$ 20,000
POWELL BILL FUND	$ 130,000
TOURISM DEVELOPMENT FUND	$ 35,500
SANITATION FUND	$ 279,495
WATER & SEWER FUND	$ 1,903,490
WATER METER FUND	$ 42,000
FIRE DEPARTMENT FUND	$ 1,025,803
HARMON FIELD FUND	$ 478,737
	$ 6,387,490
BRAEWICK SEWER REHAB PROJECT	$ 2,643,397
WATER MAPPING PROJECT	$ 254,500
SEWER MAPPING PROJECT	$ 261,500
SPECIAL PROJECT FUNDS	**$ 3,159,397**

TOWN OF TRYON
FINANCIAL SUMMARY REPORT
FOR PERIOD OF 07/01/2023-11/30/2023

G E N E R A L F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PROPERTY TAXES	$ 1,110,000	$ 717,562	$ 392,438	64.65%	$ 656,744
SALES TAXES/HOLD HARMLESS	588,000	176,862	411,138	30.08%	185,191
UTILITIES SALES TAXES	140,000		140,000	0.00%	
BEER, WINE TAX	6,100				
ZONING PERMITS	7,000	1,925	5,075	27.50%	2,250
RENT	14,000	8,967	5,033	64.05%	5,320
LOAN PROCEEDS	325,307		325,307	0.00%	
SALE OF CAPITAL ASSETS			-	0.00%	
INVESTMENT EARNINGS	21,000	46,566			
OTHER		3,077	(3,077)	0.00%	9,434
TRANSFER IN-POLICE PENSION TRUST FUND	28,100				
TRANSFER IN-TOURISM FUND	2,500	2,500			
INTERFUND TRANSFER-FIRE DEPT					
GRANTS	25,000				
APPROPRIATION FROM FUND BALANCE	221,665		221,665	0.00%	
	$ 2,488,672	$ 957,459	$ 1,497,579	38.47%	$ 858,939

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
GOVERNING BODY	$ 66,593	$ 20,187	$ -	$ 46,406	30.31%	$ 26,355
ADMINISTRATION	610,229	252,320	-	357,909	41.35%	290,471
POLICE	944,204	405,985	-	538,219	43.00%	309,351
STREET	631,899	181,172	-	450,727	28.67%	215,235
PARKS & CEMETERY	17,600	2,658	-	14,942	15.10%	401
PLANNING/ZONING	39,864	17,390	-	22,474	43.62%	
DEBT	35,326		-	35,326	0.00%	
TRANSFER OUT	98,650	88,650	-	10,000	89.86%	
	$ 2,444,365	$ 968,363	$ -	$ 1,476,002	39.62%	841,813
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ 44,307**	**$ (10,904)**				**$ 17,126**

POLICE PENSION F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
APPROPRIATION FROM FUND BALANCE	$ 28,100			$ 28,100	0.00%	
	$ 28,100	$ -		$ 28,100	0.00%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
TRANSFER OUT	$ 28,100		$ -	$ 28,100	0.00%	
	$ 28,100	$ -		$ 28,100	0.00%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ -**				**$ -**

POWELL BILL F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
POWELL BILL ALLOCATION	$ 68,000	$ 34,154		$ 33,846	50.23%	$ 69,275
APPROPRIATION FROM FUND BALANCE	62,000			62,000	0.00%	
	$ 130,000	$ 34,154		$ 95,846	26.27%	$ 69,275

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
OPERATING EXPENSES	$ 130,000	$ 6,235	$ 850	$ 122,915	5.45%	$ 90,137
DEBT				-	0.00%	
	$ 130,000	$ 6,235		$ 122,915	4.80%	$ 90,137
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 27,919**				**$ (20,862)**

FIRE F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PROPERTY TAXES	$ 224,087	$ 154,081		$ 70,006	68.76%	$ 142,846
MOTOR VEHICLE TAXES	32,000	9,918		22,082	30.99%	7,710
TOWNSHIP TAX REVENUE	417,500	339,505		77,995	81.32%	311,503
LAKE LANIER TAX REVENUE	85,000	29,500		55,500	34.71%	24,250
TAX DISCOUNTS	(2,800)	(2,095)		(705)	74.82%	(2,191)
OTHER REVENUE		800		(800)	0.00%	297
CHRISTMAS PARADE		4,341		(4,341)	0.00%	3,410
LOAN PROCEEDS	12,307					
FEMA GRANT MONEY	252,351					
GRANT MONEY						45,000
INVESTMENT EARNINGS	2,000	44				
FUND BALANCE APPROPRIATION	17,665			17,665	0.00%	
	$ 1,040,110	$ 536,094		$ 237,402	51.54%	$ 532,825

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 720,834	$ 364,855	$ -	$ 355,979	50.62%	$ 328,411
CAPITAL EQUIPMENT	$ 277,276					
DEBT	42,000			42,000	0.00%	37,512
	$ 1,040,110	$ 364,855		$ 397,979	35.08%	$ 365,923
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 171,239**				**$ 166,902**

HARMON FIELD F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
MOTOR VEHICLE TAX	$ 14,000	$ 5,104		$ 8,896	36.46%	$ 4,836
TOWNSHIP TAX	207,500	153,277		54,223	73.87%	155,446
RENTAL	10,000	3,450		6,550	34.50%	1,844
USAGE	20,000	13,043		6,958	65.21%	13,820
OTHER		3,000		(3,000)	0.00%	795
HORSE SHOW FEES	17,000	15,135		1,865	89.03%	
APPROPRIATION FROM FUND BALANCE	41,358			41,358	0.00%	
POLK COUNTY GRANT	68,650			68,650	0.00%	
TRANSFER IN-TOT	108,650	78,650		30,000	72.39%	
INVESTMENT EARNINGS		486				
LOAN PROCEEDS	23,625			23,625	0.00%	
LOCAL ORGANIZATION GRANTS	28,000			28,000	0.00%	
DISCOUNTS	(500)					
	$ 538,283	$ 272,144		$ 267,125	50.56%	$ 176,741

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 278,000	$ 143,422		$ 134,578	51.59%	$ 136,956
DEBT				-	0.00%	
HORSE SHOWS	17,000	6,388				
CAPITAL OUTLAY	219,658	142,121				
CAPITAL EQUIPMENT	23,625	28,034				
	$ 538,283	$ 319,966		$ 134,578	59.44%	$ 136,956
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ (47,822)**				**$ 39,785**

TOURISM F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
OCCUPANCY TAXES	$ 28,000	$ 9,698	$ 18,302	34.64%	$ 12,813
APPROPRIATION FROM FUND BALANCE	7,500		7,500	0.00%	
	$ 35,500	$ 9,698	$ 25,802	27.32%	$ 12,813

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 35,500	$ 13,754	$ -	$ 21,746	38.74%	$ 13,377
				-	0.00%	
	$ 35,500	$ 13,754		$ 21,746	38.74%	$ 13,377
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ (4,056)**				**$ (564)**

W A T E R & S E W E R F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
WATER CHARGES	$ 1,192,200	$ 565,193	$ 627,007	47.41%	$ 439,509
SEWER CHARGES	496,000	231,165	264,835	46.61%	172,493
COLUMBUS & SALUDA EMERGENCY WATER LINE	56,390		56,390	0.00%	
OTHER		2,466	(2,466)	0.00%	
INVESTMENT EARNINGS	3,900	-			
LOAN PROCEEDS	115,000				
APPROPRIATION FROM FUND BALANCE	40,000		40,000	0.00%	
	$ 1,903,490	$ 798,824	$ 985,766	41.97%	$ 612,002

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
DISTRIBUTION	$ 464,385	$ 141,527	$ -	$ 322,858	30.48%	$ 126,618
WATER PLANT	533,841	255,326	-	278,515	47.83%	220,091
SEWER PLANT	368,819	158,608	-	210,211	43.00%	107,546
COLLECTIONS	228,589	74,689	-	153,900	32.67%	86,794
DEBT	307,856	28,022		279,834	9.10%	35,251
Debt-GAAP offset						
CONTRIBUTION TO FUND BALANCE	-			-	0.00%	
.	$ 1,903,490	$ 658,171		$ 1,245,319	34.58%	$ 576,300
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ 140,652**				**$ 35,702**

W A T E R METER F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
AUTOMATED METER FEES	38,000	19,118	18,882	50.31%	
INVESTMENT EARNINGS	4,000	2,998	1,002	74.95%	
APPROPRIATION FROM FUND BALANCE	25,000		25,000	0.00%	
	$ 67,000	$ 22,116	$ 44,884	33.01%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
AUTOMATED METER FEES	67,000	42,113		24,887	62.86%	

.	$ 67,000	$ 42,113		$ 24,887	62.86%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ (19,997)**				**$ -**

BRAEWICK SEWER REHAB PROJECT

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
ARP AMERICAN RESCUE PLAN GRANT	1,643,397	190,312		1,453,086	11.58%	
STATE REVOLVING LOAN PROCEEDS	1,000,000	30,600		969,400		
	$ 2,643,397	$ 220,912		$ 2,422,486	8.36%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
CONSTRUCTION REHAB	2,452,113			2,452,113	0.00%	
PROF. SERVICES, ENGINEERING	191,284	57,678		133,606		
.	$ 2,643,397	$ 57,678		$ 2,585,719	2.18%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ 163,233**				**$ -**

W A T E R MAPPING PROJECT

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
ARPA AMERICAN RESCUE PLAN GRANT	254,500	41,440		213,060	16.28%	
	$ 254,500	$ 41,440		$ 213,060	16.28%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PROF. SERVICES, ENGINEERING	254,500	45,190		209,310	17.76%	
.	$ 254,500	$ 45,190		$ 209,310	17.76%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ (3,750)**				**$ -**

SEWER MAPPING PROJECT

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
ARPA AMERICAN RESCUE GRANT	261,500	83,980		177,520	32.11%	
	$ 261,500	$ 83,980		$ 177,520	32.11%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PROF. SERVICES, ENGINEERING	261,500	87,730		173,770	33.55%	
.	$ 261,500	$ 87,730		$ 173,770	33.55%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	**$ -**	**$ (3,750)**				**$ -**

S ANITATION F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
SANITATION CHARGES	$ 278,395	$ 116,845		$ 161,550	41.97%	$ 88,903
OTHER REVENUES	450	998		(548)	221.81%	292
SOLID WASTE	650	315		335	48.43%	295
INTERFUND TRANSFER FROM GF				-	0.00%	
	$ 279,495	$ 118,158		$ 161,337	42.28%	$ 89,490

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	$ 266,642	$ 118,704	$ -	$ 147,938	44.52%	$ 110,223
DEBT	12,853			12,853	0.00%	
Debt-GAAP Offset						
CONTRIBUTION TO FUND BALANCE				-	0.00%	
	$ 279,495	$ 118,704		$ 160,791	42.47%	$ 110,223
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ (546)**				**$ (20,733)**

GRANT F U N D

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
ARP FUNDS				$ -	0.00%	$ 257,348
	$ -	$ -		$ -	0.00%	$ 257,348

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
TRANSFER OUT			$ -	$ -	0.00%	
	$ -	$ -		$ -	0.00%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ -**				**$ 257,348**

CULTURAL & RECREATION FUND

REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	11/30/2022 PRIOR YEAR ACTUAL TO DATE
ROGERS PARK		$ 1,175		$ (1,175)	0.00%	
WOODLAND PARK						
TRANSFER IN	$ 20,000	$ 10,000				
APPROPRIATION FROM FUND BALANCE				-	0.00%	
	$ 20,000	$ 11,175		$ (1,175)	55.88%	$ -

EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	11/30/2022 PRIOR YEAR ACTUAL TO DATE
SUPPLIES/MATERIALS		8034				
CAPITAL OUTLAY	$ 20,000		$ -	$ 20,000	0.00%	
CONTRACTED SERVICES		1,000		(1,000)	0.00%	
	$ 20,000	$ 9,034		$ 19,000	45.17%	$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		**$ 2,141**				**$ -**

SUMMARY OF ALL BUDGETS AND AMENDMENTS/EXPENSES

	CURRENT BUDGET
GENERAL FUND	$ 2,488,672
POLICE PENSION FUND	$ 28,100
CULTURE & RECREATION	$ 20,000
POWELL BILL FUND	$ 130,000
TOURISM DEVELOPMENT FUND	$ 35,500
SANITATION FUND	$ 279,495
WATER & SEWER FUND	$ 1,903,490
WATER METER FUND	$ 67,000
FIRE DEPARTMENT FUND	$ 1,040,110
HARMON FIELD FUND	$ 538,283
	$ 6,530,650
BRAEWICK SEWER REHAB PROJECT	$ 2,643,397
WATER MAPPING PROJECT	$ 254,500
SEWER MAPPING PROJECT	$ 261,500
SPECIAL PROJECT FUNDS	**$ 3,159,397**

Meeting Date: December 19, 2023	**Agenda Item Number:** 6d
Submitted By: Jim Fatland, Town Manager	
Attachments: Grant Status Report	

Topic: Grant Status Report

Requested/Recommended Action & Motion: Approve

Summary Explanation & Background:

A listing of all the grants applied for: awarded, pending, not funded or not approved.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:

TOWN OF TRYON
GRANT STATUS REPORT
JANUARY 1, 2023 THRU OCTOBER 31, 2023

PROJECT	FUND	FUND NUMBER	GRANT NUMBER	GRANT AMOUNT	LOCAL SHARE	GRANTOR	STATUS
Braewick Sewer Rehab Project	Water & Sewer	62	DWI: CS37620-02 VUR-W-ARP-0012 CFDA: SRF 66-458/ARP 21.027	$2,643,397	$612,355	NCDENR SRF AND ARP LOCAL SHARE: SRF LOAN 20-YEARS 0.18%	AWARDED AWARDED PENDING LGC DECEMBER BOARD MEETING APPROVAL
Asset Inventory Water System Mapping	Water & Sewer	65	VUR-AIA-D-ARP-0004 WR# 08190801.01	$254,500	$0	NCDENR SRF	AWARDED
Asset Inventory Sewer System Mapping	Water & Sewer	66	VUR-AIA-W-ARP-0008 WR# 08190800.01	$261,500	$0	NCDENR SRF	AWARDED
Open Air Gym Improvements	Harmon Field	25		$25,000	$25,000	POLK COUNTY COMMUNITY FOUNDATION	AWARDED 9/29/23
Fire Department Air Packs/Cascade System	Fire Dept	20		$252,350	$12,618	FEMA	AWARDED
Markham/Grady Ave Sewer Rehab	Water & Sewer	61		$646,000	$0	STATE OF NORTH CAROLINA	AWARDED; STATE BUDGET ADOPTED 9/22/23
Hidden Hill Sewer Rehab	Water & Sewer	61		$775,000	$0	STATE OF NORTH CAROLINA	AWARDED; STATE BUDGET ADOPTED 9/22/23
Oak Street Sewer Rehab	Water & Sewer	61		$812,500	$0	STATE OF NORTH CAROLINA	AWARDED: STATE BUDGET ADOPTED 9/22/23
SRF Loan Retirement for Saluda/Columbus/Tryon	Water & Sewer	61		$768,292	$0	STATE OF NORTH CAROLINA $2,304.878/3 = $768,292	AWARDED: STATE BUDGET ADOPTED 9/22/23
Sourwood Ridge Road/US176 Water Line Upgrade	Water & Sewer	61		$500,000	$714,000		NOT FUNDED IN LAST ROUND; WILL RESUBMIT IN NEXT ROUND
Electric Charging Station at Depot Park	General	10		$22,500	$7,500	STATE OF NORTH CAROLINA	AWARDED NOTE: TOURISM, TDDA & TOWN $2,500 EACH
Saluda Grade Trail	General	10		TBD	$0	FEDERAL GOVERNMENT COMPENSATION	PENDING
SAFE Grant (3-year salary/benefits for firefighter)	Fire Dept	20		$180,254	$0	FEMA	NOT APPROVED
Paving Access Roads/Parking Lots at Harmon Field	Harmon Field	25		$68,650	$68,650	POLK COUNTY AND TOWN OF TRYON	APPROVED BY COUNTY AND TOWN
Harmon Field Maintenance Improvements	Harmon Field	25			$10,000	TOWN OF TRYON	APPROVED BY TOWN 09/19/23

Agenda Item Summary Sheet

Meeting Date: December 19, 2023	**Agenda Item Number:** 6e-f
Submitted By: Meg Rogers	
Attachments: Tourism Board & Harmon Field Board Minutes	

Topic: Minutes from Tourism Board & Harmon Field Board

Requested/Recommended Action & Motion:

Summary Explanation & Background: The Boards & Committees have already approved their minutes. We have included them for information only.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:

Tryon Tourism Board
(Tryon Tourism Development Authority)
Minutes
November 6, 2023
4:30 P.M.

Chairman Mason-Freeman called the meeting to order at 4:34 pm at the Tryon Town Hall with five members present.

MEMBERS PRESENT: Maria Mason-Freeman, Chairman; John Vining, Vice-Chairman, Bill Crowell, Tryon BOC Rep; Allan Casavant and Jeff Fissel

MEMBERS ABSENT: None

STAFF PRESENT: Meg Rogers, Secretary; and Michelle Newman, TDDA Downtown Director

Input Session with Occupancy Tax Collectors

Newman had sent invitations to all occupancy tax collectors currently listed in the Town of Tryon jurisdiction, but none had responded or attended.

The recent TDDA BeerFest event was discussed briefly. Newman reported that attendance for the 2023 event exceeded previous years' BeerFest with approximately 750 people including vendors and volunteers. Other recent events were noted and included the Green River Races, Tryon Fine Arts Center events that fostered overnight stays, and the fall colors peaking in Tryon on the same weekend as the BeerFest and the Green River Races.

Newman made a brief report on an unexpected visit by a prestigious magazine columnist who drove from Durham, North Carolina to visit specific sites in the Town of Tryon related to Nina Simone. At the request of the North Carolina State Tourism Board, Newman assisted with the VIP visitor's itinerary and arranged free accommodations, meals for the columnist as well as access to the Nina Simone Childhood Home historic site.

Newman suggested that development of fan tours targeted to specific events and interest groups rather than the mass market might be an important tourism tool for Tryon.

Approve Minutes from October 2, 2023

Minutes from the October 2, 2023 regular meeting were reviewed.. Fissel made a motion to approve the October 2, 2023 regular meeting minutes as presented. Vining seconded the motion. Motion was approved by a vote of 5 to 0.

Approve Financial Report for October 2023

The Tryon Tourism Development Fund FY 2023-24 financial report for October 2023 was reviewed.

Tryon Tourism Development Fund Total Revenues as of October 31, 2023 were $8,110.89 (22.85%). FY 2023-2024 Tourism Development Fund expenditures as of October 31, 2023 totaled $9,368.73 (26.39%). Fund balance as of October 31, 2023 was $ 63,537.39.

Vining noted that the financial report Occupancy Tax Collected by month page had a date typo "22" in the 2023 collections column.

Fissel made a motion to approve the financial report for October 2023 as corrected. Mason-Freeman seconded the motion. Motion was approved by a vote of 5 to 0.

Saluda Grade Trail Update

Newman reported that an online survey to get public input on the project was currently active and asked all members to share the link to the survey that she would forward to them. Possible options for acquisition of property adjacent to the Saluda Grade Trail route for development of a loop connector side trail and options for parking in Tryon convenient to the Saluda Grade Trail were discussed briefly.

Website & Social Media

A printed report from Tracey Daniels was reviewed.

Website

- **Added to website (photos, address, FB page links...) for the following:**
  Southern Agenda
  Wildflower Wellness (Spa)
  Brooks Tavern
  Discount Emporium
  Tryon Carwash & Laundry (convenience/service)
- **Removed from website**
  Cafe La Gaule
  Bird Mountain
- **Updated on website**
  Marengo information and photos

Social Media Status Report-ExploreTryon Facebook Page (for last 30 days)

- 5-8 posts per week; tourism focused,
- 6 new followers in past 30 days
- Average post reach 3,757
- Post engagement August-509 (likes, shares, comments, etc) and 232 clicks to website
- Most liked posts – Fall photo with red leaves & Morris and Tryon BeerFest

Miscellaneous

- Answered incoming questions
- Webinar for Canva update with JB Media (tourism angle)
- Researched information on changing design of event calendar

It was noted that Tryon BeerFest brought in a lot of outside visitors to downtown Tryon. Staffing issues for downtown restaurants was discussed briefly with Casavant offering tips on recruitment. Crowell made a motion to accept Daniels's report. Mason-Freeman seconded the motion. Motion was approved by a vote of 5 to 0.

SWOT Analysis Update – Work Plan Discussion
Newman reported that TDDA was hosting a "Morning Mingle" networking coffee event on Tuesday, November 14 at 9:00 am at Wildflower Wellness on Pacolet Street and invited the Authority members to attend. The goal for the monthly networking events was to increase business through encouraging mutual assistance and cooperation. The need for fresh volunteers for downtown development as new movers & shakers was noted. Newman noted upcoming events including Small Business Saturday on November 25, 2023, and Tryon Christmas Stroll on Friday, December 1, 2023. Newman reported that the 2023 Tryon BeerFest sold 700 tickets and included more than 50 volunteers with some of the profit from the event to be directed to downtown beautification, banners and planters.

Newman was reaching out to VISIT NC for potential partnership opportunities in conjunction with Polk County Tourism Director Melinda Massey. Newman reported that VISIT NC was responsive to western NC tourism promotion. A recent PBS NC Weekend segment had featured Iron Key Brewery in Columbus, NC. Promotion of businesses in the immediate area would serve Tryon well to attract visitors. Digital advertising was discussed briefly. A 3-foot by 5-foot digital sign at the intersection of New Market Road and North Trade Street to display upcoming events and attractions to increase public awareness and enthusiasm for local and regional events was suggested but might require changes to central business zoning requirements. Other options to widen the broadcast of event information such as more prominent downtown information kiosks were discussed.

Possible additions to holiday events were discussed and included placing Santa and a sleigh at Maple Street Plaza for photo opportunities, offering horse & buggy rides in downtown Tryon, contests for best photos posted on social media for the event to generate online enthusiasm for downtown Tryon, and development of event packages with accommodations tied to event tickets and other promotional discounts. The next step in promotion of tourism in Tryon was getting occupancy tax collecting business owners involved in networking with the Authority and other local businesses, possibly at the TDDA's monthly coffee networking events.

Development of a wildflower photography package was discussed. Partnering with Tryon Arts & Crafts School new photography classroom program for a conference event that could include a noted photographer offering tips to participants on improving technique and encouraging participants to post photos online as part of the event. All Tryon accommodations could benefit from providing a list of all vacation rental providers, B&Bs and inns to event planners in the region.

Other

Advertising Grant Application from Tryon Arts & Crafts School – The Authority members reviewed a grant application from Tryon Arts & Crafts School requesting $500 for marketing for the February 2024 FuseFest multi-day event. Final reporting was discussed briefly. Vining made a motion to approve the grant award of $500 to Tryon Arts & Crafts School 2024 FuseFest for marketing. Casavant seconded the motion. Motion was approved by a vote of 5 to 0. It was requested that Tryon Arts & Crafts School would include Tryon Tourism Development Authority name/logo in event outreach marketing materials. Newman would notify Tryon Arts & Crafts School that their grant request had been approved.

Request for Volunteers for the TDDA Morning Mingle networking coffee event – Newman asked for volunteers to help with the TDDA Morning Mingle networking event at Wildflower Wellness on Pacolet Street in downtown Tryon on November 14, 2023.

Update on new event venue being developed at former Bank of America Building on Pacolet Street – Casavant provided a short update on the project to convert the former Bank of America building on Pacolet Street in downtown Tryon into an event venue. Phase 1 would include conversion of the 5900 square foot main floor, addition of a covered patio, a big commercial kitchen and a big fountain in front of the building. Phase 2 would include adding a pool hall/"speak easy" bar in the upstairs of the building. Phase 3 would include a future roof-top bar. The venue had already been booked for an event in March 2024. John Walters was the project architect.

Confirm Date for Next Regular Meeting

The next regular meeting of the Tryon Tourism Development Authority was confirmed for Monday, December 4, 2023 at 4:30 pm at Tryon Town Hall, McCown Room.

Adjourn

Mason-Freeman made a motion to adjourn. Motion was seconded by Casavant. Motion was approved unanimously. Meeting was adjourned at 5:28 pm.

Prepared by	**Approved:**
Meg Rogers	
Meg Rogers	Marie Mason-Freeman
Secretary	Chairman

MINUTES OF THE HARMON FIELD BOARD OF SUPERVISORS MEETING
Tuesday, November 7, 2023

Chairman Nelon called the Harmon Field Board of Supervisors meeting to order at 5:30 PM at the Tryon Town Hall, McCown Room.

Board Members Present: Chairman Stephen Nelon; Vice Chairman Warren Watson; Rick Covil; and Jamie Dunn

Board Members Absent: Secretary-Treasurer Miguel Santibanez

Staff Present: Jim Fatland, Tryon Town Manager; Greg McCool, Tryon Public Works Director; Brad Gordon, Harmon Field Park Superintendent; and Meg Rogers, Town Secretary/Cashier

Approve Minutes from October 3, 2023 regular meeting
The Minutes from the Harmon Field Board's October 3, 2023 regular meeting were reviewed. Covil made a motion to approve the Minutes from the regular meeting on October 3, 2023 as presented. Dunn seconded the motion. Motion was approved by a vote of 4 to 0.

Approve Financial Reports for October 2023
The corrected October 2023 Harmon Field financial report was presented by Fatland. According to the report, Harmon Field had received $259,488.33 (54.20%) of its amended annual budgeted revenues for Fiscal Year 2023-2024 and had spent $128,304.51 (26.80%) of amended annual budgeted expenditures for FY 2023-2024 leaving a fund balance of $246,847.02 as of October 31, 2023.

Fatland reported that Rotary Club of Tryon Foundation had donated $2,000 for the open-air gym renovation. $78,650 had been transferred from the Tryon General Fund to Harmon Field for paving. Polk County would reimburse their allocated funds for Harmon Field paving as a reimbursement to Harmon Field. Paving would begin Monday, November 13, 2023 and should be completed by Wednesday, November 15, 2023. Fatland thanked Tryon Arts & Crafts School (TACS) Director Will Barclift for obtaining a Polk County Community Foundation grant to pay for paving on the part of the parking lot belonging to TACS.

A mower ordered several months ago arrived and the expenditure would be spread over five-years at a low interest rate for Harmon Field cash flow purposes.

Fatland explained the last minute correction to the financial report. After review of twelve months revenue and expenses for the Harmon Field equestrian facility and basing projected revenues and expenditures for FY 2023-2024 using the last half of FY 2022-2023 amounts, the $17,000 originally budgeted for Horse Show Expenses was reallocated as $7,000 to Horse Show Expenses and $10,000 to HF Equestrian Restoration Expenses for maintenance and repairs at the Harmon Field equestrian facility. .

Watson made a motion to approve the financial report for October 2023 as corrected. Dunn seconded the motion. Motion was approved by a vote of 4 to 0.

Lights for Tennis and/or Soccer Without Paid Reservations

Harmon Field Park Superintendent Gordon presented information regarding lights for sports facilities at Harmon Field. Current reservation fees for lighted tennis courts were $25 per hour for tax district residents and $35 per hour for non residents. Current reservation fees for lighted soccer field was $35 per hour regardless of residency. In the past, some park users had used tennis or soccer field facility lights without paying for a reservation. Cost of electricity and maintenance to provide lighting was significant. Gordon did not believe it would be fair to allow tennis players to use lights for free if soccer field or baseball field users had to pay for lights. Gordon had locked all light controls pending a decision by the Harmon Field Board of Supervisors on how to proceed. Gordon and Tryon Public Works Director Greg McCool had checked on general cost of various remote lighting control systems. Fully remote cell-phone operated systems would cost thousands per field. Currently the only affordable control system for after-hours lights control was a dial-timer control unit. This unit could be set to turn the lights on and off at preset times that would be set by the Harmon Field staff after a paid reservation had been made.

Mont Cooper and Gary Link presented information on regional pickleball and potential for revenues for Harmon Field that could help pay for lighting for sports facilities using an online booking system with yearly membership fees for pickleball and non-profit fundraiser events featuring pickleball tournaments.

It was decided to require paid reservations for lighting of sports facilities. Meg Rogers requested that reservations be made at least two days in advance so staff could schedule light controls. Until dial timers could be installed, Gordon would work with Tryon Police and Fire Department staff to turn lights on and off for paid facility reservations. Mr. Jose Chavez asked about getting lights for soccer on Friday nights from 8:30 to 9:30 pm. Gordon suggested that Chavez could make reservations for multiple Fridays at one time.

Equestrian Facility Update

Dunn reported that the 2024 horse show season was shaping up. Blue Ridge Hunter Jumper Association (BRHJA) had committed to four three-day show rentals in 2024. Carolina Schooling Series had not yet finalized their dates yet, but would be holding some one-day shows at Harmon Field in 2024. Dunn had met with Town Manager Jim Fatland, Harmon Field Park Superintendent Brad Gordon and Town of Tryon Cashier/Secretary Meg Rogers to discuss changes in procedures to address some horse show issues that included most cost-effective way to keep show rings watered during events, revising show contract to require horseshow manager to contact Harmon Field Superintendent Gordon regarding which barns would be in use and where trash cans and other movable equipment needed to be placed for each show. Dunn reported that the Polk County Libraries Trick-or-Trot event was an awesome mix with the Friday evening BRHJA horseshow activities and many Trick-or-Trot participants came over to watch the horseshow to the enjoyment of both the spectators and the competitors.

Rental Updates

Gordon reported that facilities rentals were very good. The pilot lights on the stove top and oven were now being kept lit so users would not have problems starting this equipment up for use at their events. One group that rented the cabin on Saturday, October 28, 2023 left glitter all over the cabin floor and tore the cover off the gas log wall control unit.

Park Superintendent's Report

Harmon Field Park Superintendent Gordon provided three handouts: A "Completed Projects Since October Meeting", "Upcoming Projects for Harmon Field" and "Big Projects Needing Attention" (See below). Playground mulch had received lots of public compliments. Addition of a pollinator garden near the cabin or field house with support from a local garden club to provide maintenance was discussed briefly. The concession stand dining area cover had been ordered and would be delivered in approximately six weeks.

Completed Projects Since October Meeting

- Gazebo by playground was pressure washed and re-stained. Swing was taken to shop to be tightened and stained.
- Open picnic shed was pressure washed along with all picnic tables.
- The two small picnic shed's by playground were pressure washed along with picnic tables. The one green kids table was taken to shop to use as pattern for new ones.
- Playground was mulched with BIG Thanks to Town of Tryon Street Department and Sanitation Department.
- Old concession stand roof, and outer fascia boards painted.
- Ring closest to barns had hooks and board installed, had to order these since last meeting.
- Numbers were painted and installed on barns A and B.
- New dog park signs installed- "Please pick up after your dog."
- Replaced the two dog park trash cans and put nicer Tryon ones by restaurant and put the ones at restaurant by picnic tables and another by picnic tables across bridge at cabin.
- New zero turn mower was delivered, and bagging system was ordered for the unit.
- Repainted old bike rack and put near restaurant.
- Installed new padlocks with same key number where existing padlocks were and installed locks on tennis court lights and soccer field lights. Gave key to Tryon Police Dept.
- Stove and oven pilot lights lit and left burning. Have had a few complaints about how hard the stove is to get going when people rent cabin.
- Have totally moved out of the shop near entrance for maintenance purposes. The mowers are over there along with log splitter and sports management equipment.

The dirt portion has straw and landscape hand tools .- Dog training equipment would go in dirt portion in back of big shop if she agrees.

- Have brought over two more picnic tables from Rogers Park and will rebuild them for use around park.
- Have had Chris Ross, a golf cart mechanic, take and look at Jacobsen golf cart. Says it needs new batteries.
- Seeded and strawed circle around tree in front of cabin and area outside playground beside cabin.
- Trimmed the bushes at field house bathrooms. The only exception is the big camellia that is blooming, just took a little off the top and sides.
- Installed yellow post by drainage culvert in grass field parking and started along back of barns.
- Have cut and cleaned out the two drainage areas between gazebo and old concession stand. (one was cut by Brian who brought his Ventrac machine to show us how it worked. It is a mini bush hog with wide wheels meant for hills and banks). Cleaned one drainage area behind gym that Brian cut.

Upcoming Projects for Harmon Field

- Finish cutting and cleaning drainage areas behind soccer field
- Pressure wash screen shed, picnic tables and repaint interior and exterior of building.
- Pressure wash and re-stain the exterior of cabin
- Replace fascia boards as needed on cabin and small picnic sheds by playground.
- Cut back and limb trees along walking path from Presbyterian Church to Harmon Field Road equestrian entrance.
- Clean ditch line beside cabin.
- Limb big trees around park.
- Tennis court- Leland Cypress cut off fence, weeds pulled or weed eat down, vines pulled off fence, hitting boards repainted along with post holding them up, sign by gate fixed and repainted, gazebo cleaned and fixed as needed, bushes trimmed and nets fixed or replaced as needed.
- Open air gym- missing boards around top replaced and piping insulation redone by steps.
- Field house storage area cleaned and straightened for YMCA and Harmon Field use (soccer goals, basketball equipment and event trash cans etc.)
- Floors in bathrooms painted with epoxy paint and up walls about 1 block high
- Partition Boards in field house bathrooms replaced.

Big Projects Needing Attention

- Cabin deck replaced
- Fascia boards around horse barns replaced- as needed
- Horse ring boards replaced
- Barn side panels replaced as needed
- River banks cut down for visibility

- Tennis courts redone for tennis and pickleball- you can buy inserts that have both or paint lines for both and use a regular tennis net but just lower however many inches.

Update on Open Air Gym

Tryon Public Works Director Greg McCool reported that the rough framing on the new walls of the storage room was done and the wiring roughed in. Installation of the wall siding would start soon. Construction/demolition dumpster would be removed from site soon.

Other

Pickleball – Mont Cooper introduced Gary Link who made a short presentation on the physical and mental health benefits of pickleball for seniors and for players of all ages. This expanding new sport was becoming the new way for couples and families to connect in a way that had been missing since family sit-down meals at home became a thing of the past. Cooper and Link also presented information on community benefits from non-profit fundraiser pickleball tournaments and facilities support from membership fees. Cooper and Link suggested the Harmon Field open-air gym as an ideal location for pickleball with use of movable nets and multi-use court striping. Chairman Nelon informed Cooper and Link that staff and the Harmon Field Board of Supervisors were working on finding funding to build pickleball courts at Harmon Field.

Dog Training Classes Lease Contract – Fatland reported that a draft rental contract had been developed for dog trainer Dina Zaphiris to rent facilities at Harmon Field to hold small group paid dog training sessions. A flat fee of $270 per 6-session class was recommended by Fatland based on at least 10 students participating in each 6-session class and 15% of the total fees paid by 10 students for the class would be approximately $270. Zaphiris had indicated she wanted to schedule two 6-session classes before the end of 2023 and had reviewed the lease contract and was okay with the contract terms.

Streambank Restoration Project Area Maintenance – Watson reported he met an engineer from Quibble Associates, the company that did the streambank restoration work at Harmon Field. Mr. Warren Eadus was willing to come speak to the Harmon Field Board of Supervisors on procedures to maintain the streambank project areas and suggestions on obtaining volunteer assistance to do the maintenance work. Warren asked that Mr. Eadus be invited to attend an upcoming Harmon Field Board of Supervisors meeting.

Harmon Field Christmas Parade Participation – Gordon asked for permission to use the small Morris the Horse as Harmon Field's entry in local Christmas Parades in December 2023. Gordon could pull the horse using his truck with Christmas Lights and a sign reading "Merry Christmas from Harmon Field."

Next Meeting Date

The next meeting was scheduled for Tuesday, December 5, 2023, 5:30 pm at Tryon Town Hall, McCown Council Meeting Room

Adjourn

Meeting was adjourned by Chairman Nelon at 6:02 pm.

Submitted By:

Meg Rogers

Meg Rogers, substituting for
Miguel Santibanez
Secretary-Treasurer

Approved:

Steve Nelon

Stephen Nelon
Chairman

RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devises, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF TRYON:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.

2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the ________ day of _____,2023

TOWN/CITY OF TRYON

By: ____________________________________
(Name)
Mayor

ATTEST:
____
(Name)
Town Clerk

Exhibit A

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of Tryon (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

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

Article I. Overview.

1. **Enabling Law and Regulation.**

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. **Grants Awarded to the NC League of Municipalities.**

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. **Status of the Parties.**

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

4. **Services Offered.**

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

- Services rendered by the League ("League Services"). See Exhibit A.
- Services rendered by one or more service providers ("Contractor Services") retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devises, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. **Additional Services.**

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

6. **Term of Agreement**.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. **Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. **Duties of the Municipality.**

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

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. **Scope of Services**

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. **Approved Budget.**

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. **Prior Approval for Changes.**

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. **Allowable Costs for Services Rendered.**

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. **Invoices.**

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. **Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).

- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

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

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

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

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

3. **Records Retention and Access**.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. **Equal Opportunity and Other Relevant Federal Laws**

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.
The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.
In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.
(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.
31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.
Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.
Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

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

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

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

Article VI. General Conditions.

2. **Venue and Jurisdiction**.

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

3. **Nonwaiver**.

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

4. **Limitation of Authority.**

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

5. **Assignment.**

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

6. **Integration.**

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

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

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

9. Iran Divestment Act

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

10. Companies Boycotting Israel Divestment Act

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

[Remainder of page left blank intentionally. Signatures are on following page.]

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

NC LEAGUE OF MUNICIPALITIES:	**MUNICIPALITY:** **TOWN OF TRYON**
	___________________ a North Carolina municipal corporation
By:	By:
_____________________ Signature	_____________________ Signature
_____________________ Rose Vaughn Williams	_____________________ Name
_____________________ Executive Director	_____________________ Title
______________________ Date of Signature	_____________________ Date of Signature
	ATTEST:
	_____________________ City/Town/Village Clerk (or designee)

Exhibit A
League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. **Cyber Security Assessment**

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. **IT Evaluation**

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. **Hardware and Software Acquisition**

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform ("EPP"), Extended Detection and Response ("XDR"), or Multi-Factor Authentication ("MFA").

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. **Hardware and Software Installation**

Hardware and software provided by the League will be installed by the Municipality's IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. **Finance Evaluation and Assistance During Implementation**

Prior to the installation of the accounting software, which may include Black Mountain software, the League's Finance Team ("Finance Team"), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. **Ongoing Cyber Security Consulting**

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer ("CISO").

7. **Accounting Assistance Efforts**

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

8. **Communication Services**

The League's ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League's Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League's sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars ($50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. **Duties of the League Related to Data Security**

The League agrees to: (1) access only the Municipality's data that is necessary to implement the software; (2) restrict access to the Municipality's data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality's data.

Exhibit B – Description of Services, Compensation, and Expenses

The services for which the League is providing the **Town of Tryon** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services**.

Description of Services:

The League is prepared to provide up to $30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Tryon, to invest in Tryon's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

Phase 1: ***Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria.*** This phase will require exploration by the Consultant, Witt Obrien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the Municipality, the Municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to $10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to $10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to $10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 2: ***Preparation and submittal of the grant application(s).*** This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the Municipality 's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to $10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to $10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to $10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 3: ***Grant Award Management.*** Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and Municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to $10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to $10,000, and paid directly to the Consultant.

Timeline:

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The Consultant and the Municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

Additional Terms:

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. The Municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the Municipality. The grant application package's contents will be the Municipality 's property to use as they wish for future needs.

2. The Consultant and the League will remain in active communication through their work with a Municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the Municipality to be borne at their cost.

3. The Municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the Municipality understands and accepts that responsibility.

4. When the Municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the Municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the Municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the Municipality non-competitive with that grantor in future funding cycles.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services proved to the Municipality to assist in development of the Municipality’s ARP project funded in part by the Municipality’s ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds.
(“ARP enabled funds” are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates’ Canons NC Local Government Law (unc.edu)).

Resolution Approving Conveyance of Property to Another Unit of Government in North Carolina Pursuant to G.S. 160A-274

WHEREAS, the Town of Tryon, N.C. owns a 1993 Pierce Freightliner Tanker with a 1000 gallon capacity tank designed to be used in fire suppression activities, which it deems as surplus; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit (as defined in said statute) any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, the Town of Tryon has determined that it is in the best interest of the Town to convey the vehicle described above to the Ebb's Chapel Volunteer Fire Department located in Madison County, N.C. and deems it wise to do so for $25,000.00.

NOW, THEREFORE, THE TOWN OF TRYON BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Town of Tryon City hereby conveys to the Ebb's Chapel Volunteer Fire Department the following property: 1993 Pierce Freightliner Tanker with a 1000 gallon capacity tank.

2. The property described herein shall be conveyed for $25,000.00.

3. The mayor of Tryon or his designee is authorized to execute all documents necessary to convey the property in the manner required by law to convey title and as authorized by this Resolution.

4. This resolution shall become effective upon adoption.

Adopted this the 19th day of December 2023.

____
Alan Peoples, Mayor

ATTEST:

____
Susan Bell, Clerk

AGENDA ITEM

DATE: December 19, 2023

TO: Mayor and Town Commissioners

PREPARED BY: Jim Fatland, Town Manager, NCCLGFO, CPFO
Greg McCool, Public Works Director

SUBJECT: Sale of Tryon Fire Department Vehicle

BACKGROUND: The Tryon Fire Department is desirous to sell its 2010 White Tahoe with 130,000 miles. The negotiated price is $4,000. Since the WTP does not put on many miles on vehicles, it has been the policy to provide used vehicles from other Town Departments to the Water Treatment Plant. Purchase of new vehicles does not make economic sense.

RECOMMENDATION: Approve sale and purchase within Town of Tryon Departments.

FISCAL IMPACT: Funds are available in the Water Treatment Plant FY23-24 Budget

SDG ENGINEERING
163 Heritage Lane, Bostic, NC 28018 ● 828.245.4080 *office* ● 828.223.2265 *mobile* ● 828.245.2189 *fax*

December 13, 2022

Mr. Jim Fatland, Manager
Town of Tryon
301 N. Trade St.
Tryon, NC 28782

RE: Request to Change Subconsultants for On-Call Engineering Services

Dear Mr. Fatland,

Thank you and Mr. Greg McCool for meeting with me yesterday regarding the subconsultants SDG Engineering, Inc. (SDG) wishes to use for Task Authorization Number 5 (TA5). SDG requested and obtained your initial approval to utilize the subconsultants I presented to you today, Dewberry and C Design. You asked for this letter from SDG for the Board of Commissioners' review and approval.

Background:

First, I wish to provide a brief context for this request for your approval. The Town of Tryon (TOT) issued a Request for Qualifications for On-Call Engineering Services. In response, SDG submitted our Statement of Qualifications (SOQ). SDG was subsequently selected, among others, as an approved On-Call Engineering firm for various projects for the TOT. In SDG's SOQ, LaBella Associates was identified as the primary professional subconsultant that SDG intended to use for multiple town projects. On March 16, 2023, SDG and the TOT entered a Master Agreement for On-Call Engineering Services (Agreement). Section 3.0 of this Agreement states the following in connection with Subconsultants/Subcontractors:

> *In performing the Services, SDG may enter into contracts with such subconsultants/subcontractors as SDG deems necessary or advisable. SDG shall be responsible to Client for the negligence of any such subconsultants/subcontractors in performance of the Services.*

Request to Utilize Another Subconsultant:

Section 3.0 of the Agreement makes it clear that SDG may enter into contracts with such subconsultants as SDG deems necessary. However, because LaBella Associates was prominently identified in the SOQ and the fact that LaBella Associates provided professional engineering and architectural services for Task Authorization Number 1 (TA1) for the Public Works Garage, SDG felt it would be appropriate to make this request to change from LaBella Associates to Dewberry and C Design for TA5. The basis for this request was presented to you during our meeting. It is believed advisable to make a change at this time. This change essentially adds the subconsultants noted below to LaBella Associates as approved subconsultants.

<u>Dewberry and C Design:</u>
Below is a brief description of each firm. Qualifications material for each firm has been submitted separately to accompany this letter.

Dewberry, established in 1956, is a leading professional engineering firm headquartered in Virginia with a proven history of providing professional services to a wide variety of public- and private-sector clients. They have more than fifty offices with over 2,300 professionals throughout the USA. They have offices in Raleigh and Charlotte, with over 250 professionals in North Carolina.

C Design, established in 2003, is an award-winning architectural firm in Charlotte. They are a diverse design practice with twenty-eight professionals, applying its core values to numerous high-profile projects such as the Charlotte Douglas International Airport. They are a recipient of the AIA North Carolina Firm Award and specialize in Operations Centers. The Duke Energy Operations Center in Maiden, NC, is provided in Exhibit A as one example.

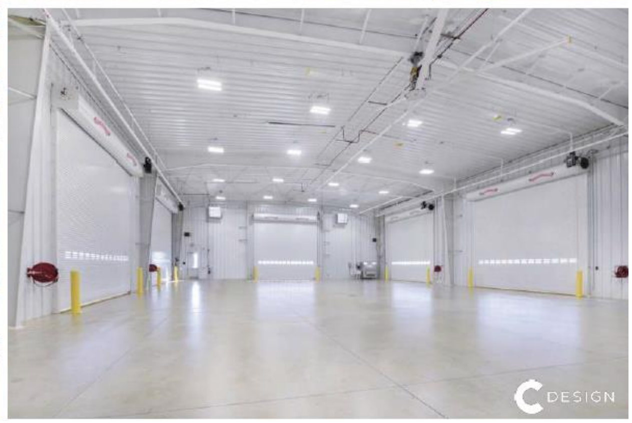
SDG respectfully requests the Board's approval for SDG to change the subconsultant from LaBella Associates to Dewberry and C Design for TA5 and subsequent projects.

Very truly yours,

Kurt Wright

Kurt Wright, PE, BCEE, PWAM
President


Duke Energy Maiden Operations Center
Maiden, NC 56,000 sf


DESIGN

<u>TASK AUTHORIZATION</u>
(Pursuant to Master Agreement for On-Call Engineering Services between SDG Engineering, Inc. and Town of Tryon, North Carolina with an Effective Date of March 21, 2023)

Task Authorization Number 5 (TA5)

Pursuant to the Master Agreement for On-Call Engineering Services between SDG Engineering, Inc. ("SDG") and the Town of Tryon, North Carolina ("Client") with an Effective Date of March 21, 2023 (the "Master Agreement"), SDG and Client hereby enter into this Task Authorization ("Task Authorization") for the Project described herein. This Task Authorization is subject to the terms of the Master Agreement. Unless otherwise indicated, capitalized terms in this Task Authorization have the meaning given those terms by the Master Agreement.

I. <u>Project</u>

The Project is generally described as follows: <u>Relocation of the Public Works Garage, Conceptual Planning</u>.

Background on what has been completed thus far:

The overall Project is for the purpose of relocating the Town of Tryon's existing Public Works Garage (PWG), currently located at 77 Maple St., Tryon, NC, to a new location. The new location is beside the Tryon Wastewater Treatment Plant (WWTP). This Project is to be developed in Phases in accordance with SDG's correspondence with Town Manager Jim Fatland on May 5, 2023. The first phase was an External and Internal Stakeholders' meeting. The results of these meetings identified two possible sites at the WWTP (Site A and Site B) for the relocated PWG. Following this phase, Site B was selected as the preferred option. Refer to Exhibit A. Then, a geotechnical evaluation of Site B was conducted. The geotechnical evaluation revealed Site B had satisfactory soils for constructing the proposed new PWG. This result enabled continued planning using Site B. Currently, a site survey is underway for the two plots owned by the Town of Tryon (TOT), where the existing PWG resides. This survey will be valuable to the TOT as they seek to sell this property to developers.

The Project for this Task Authorization:

This phase seeks to continue conceptual planning for the proposed new PWG. It aims to provide the employees of the TOT with additional information regarding the proposed new PWG for decision-making purposes. The tasks included in this phase include the following.

A. Create a Mockup of the exterior of the proposed new PWG.
B. Evaluate the concerns raised by Dr. Warren Carson regarding traffic flow on E. Howard Steet.
C. Prepare a Preliminary Opinion of Probable Construction Cost (POPCC) for the new PWG and a Total Project Cost.

II. Scope of Services

Consistent with the Standard of Care, SDG shall perform the following Services for the Project.

The Scope of Services (SOS) aims to provide professional engineering services to complete the following tasks.

A. Create a Mockup of the exterior of the proposed new PWG, which was presented in TA1 for Site B. (Refer to Exhibit A.)
B. Evaluate the concerns raised by Dr. Warren Carson regarding traffic flow on E. Howard Steet.
C. Prepare a POPCC for the new PWG.

Task A: Create a Mockup of the proposed new PWG

- Conduct a meeting with TOT employees to discuss the requirements of the new PWG at Site B in detail. The purpose is to confirm the Architectural features and configuration of the building and interior layout as represented in the TA1 deliverable. (Refer to Exhibit A.)
- The TOT is responsible for identifying to SDG the specific employees who are to participate in this meeting.
- From the information obtained at this meeting, develop what SDG understands to be the type, style, and look of the proposed new PWG. This exterior mockup will be for the exterior of the building only and will constitute compass **elevation views** (North, South, East, and West).
- The color schemes for the exterior will be basic colors based on comments received from Town staff (such as blue, green, grey, etc.). Exact color matching is not included in this scope.
- Develop the appropriate number and size of drawings for the **elevation views.**
- Conduct a follow-up meeting to discuss the exterior **elevation views** and obtain further input.
- Provide three sets of the revised and final drawings to the TOT.
- Develop the POPCC for the PWG as proposed.

OPTIONAL SERVICES UNDER TASK A

Task A - Option 1: Create an animated video showing a flyover and fly-around of the exterior building for the proposed new PWG. (Refer to Exhibit A.) This video animation will include the surrounding context of the Wastewater Treatment Plant.

Task A - Option 2: Develop a mockup of the interior spaces of the new proposed PWG. The purpose is to show the general arrangement of major items such as the office space (including office cubicles and a private office for the PWD), breakroom, bathroom, laundry room, secured equipment room, tool area, welding area, etc. Colors will be basic black and white. (No color schemes for the internal video.) Create an animated video showing a fly-through of the internal building for the proposed new PWG. Video animation to include 3D representations of the 2D floor plan presented in TA-1. (Refer to Exhibit A.)

Task B: Evaluate the concerns raised by Dr. Warren Carson regarding traffic flow on E. Howard St.

- Conduct an onsite meeting with Town Manager Jim Fatland, Dr. Warren Carson, and any other town employee the TOT wishes to participate in this meeting.
- Discuss traffic concerns with Dr. Carson and make recommendations to assuage Dr. Carson's concerns.
- Receive the traffic count provided by the TOT for analysis.
- Submit a draft of a Conceptual Plan that will address Dr. Carson's concerns to the TOT. This Conceptual Plan will be general in nature; it will not involve detailed engineering design. It will be utilized to assist in developing the POPCC in Task C.
- Receive comments about the Conceptual Plan from Dr. Carson and TOT.
- Revise the Conceptual Plan as necessary.
- Submit the final Conceptual Plan to the TOT.

Task C. Prepare a Preliminary Opinion of Probable Construction Cost for the new PWG.

- Take into consideration the mockup of the proposed new PWG.
- Take into consideration the Conceptual Plan to assuage Dr. Carson's concerns regarding traffic on E. Howard St.
- Take into consideration other aspects such as civil/site requirements: drainage, water and wastewater service to the new PWG, foundation requirements, ingress and egress, and parking.
- From the above, develop a POPCC for the proposed new PWG and alleviation of traffic flow concerns.
- Prepare a Total Project Cost for the PWG, which includes the POPCC, appropriate construction contingency, and an estimate of the professional design fees for the preparation of construction plans and specifications if the Town were to elect to proceed with a Design-Bid-Build (BDD) delivery method.
- Submit the Total Project Cost to the TOT.

III. Description of the Deliverables

The deliverables for TA5 are described below.

For Task A: The deliverable includes three sets of drawings to scale, with dimensions shown. The drawings will be 24" X 36" on regular bond paper. The drawings will contain the **elevation view** of the proposed PWG, showing the North, South, East, and West elevations. It will also contain a plan view of the layout of the proposed PWG on SITE B at the WWTP, including ingress, egress, and parking lots. The deliverable includes a POPCC for the proposed new PWG.

For Task A – Option 1. The deliverable is an animated video on a thumb drive showing the exterior of the proposed new PWG.

For Task A - Option 2: The deliverable is an animated video on a thumb drive showing the interior of the proposed new PWG.

For Task B: The deliverable is a conceptual plan for the sidewalks, road improvements, and other improvements, as approved by the Town Manager, that will assuage the concerns regarding increased traffic created by the new PWG, raised by Dr. Warren Carson. The conceptual plan will be in the form of sketches and diagrams with a narrative explanation. The conceptual plan does not include the actual detailed design of these improvements. The deliverable includes a POPCC for the noted improvements.

For Task C: The deliverable is a Total Project Cost for the new, proposed PWG. This Total Project Cost will include the POPCC, appropriate construction contingency, and an estimate of the professional design fees for the preparation of construction plans and specifications if the Town were to elect to proceed with a Design-Bid-Build (BDD) delivery method.

IV. What is not included:

TA5 does not include a complete set of construction plans and specifications ready for bidding.

V. <u>Subconsultants / Subcontractors</u>

In performing the Services, SDG anticipates utilizing Dewberry for the civil engineering component (Tasks B and C) and C Design for the architectural component (Task A and the animated videos) as its subconsultants.

VI. <u>Schedule for the Services</u>

Consistent with the Standard of Care, SDG shall perform the Services in general accordance with the following schedule:

- Conduct a meeting with employees of the TOT to discuss in detail the requirements of the proposed new PWG within four weeks of receiving the executed TA5, but no sooner than January 15, 2024.
- Develop a mockup of the proposed new PWG within eight weeks of the meeting. The deliverable will be an appropriate number and size of drawings.
- Conduct a meeting with Jim Fatland and Dr. Warren Carson to discuss in detail Dr. Carson's concerns regarding traffic flow on E. Howard Street within four weeks of receiving the executed TA5.

- Develop proposed improvements to assuage Dr. Carson's concerns within eight weeks of the meeting with Dr. Carson.
- Submit a Preliminary Opinion of Probable Construction Costs within eight weeks of submitting the above deliverables.

VII. Compensation

Client shall compensate SDG for the Services as follows:

1. Tasks A, B, and C (Dewberry and C Design), Lump Sum: $20,000

2. Project Management Services and General Oversight
   Kurt Wright, P.E, President, SDG Engineering, Inc. Cost Plus
   Services are estimated to be in this range: $4,600 to $7,300

3. Estimated Maximum FEE for the above = $27,300

Where hourly rates are required, they will be billed according to SDG Engineering's current Rate Schedule.

OPTIONAL SERVICES

The Lump Sum Fees presented below are **specific for each option**. Therefore, if both options are chosen, the individual Lump Sums are added together for the total Lump Sum Fee for conducting both options.

- Task A - Option 1: Create an animated video showing a flyover and fly-around of the exterior building for the proposed new PWG. This video animation will include the surrounding context of the Wastewater Treatment Plant.

  LUMP SUM: $7,500.00

  ☐ Place initials in the box if this option is chosen.

- Task A - Option 2: Develop a mockup of the interior spaces of the new proposed PWG. The purpose is to show the general arrangement of major items such as the office space (including office cubicles and a private office for the PWD), breakroom, bathroom, laundry room, secured equipment room, tool area, welding area, etc. Colors will be basic black and white. (No color schemes for the internal video.) Create an animated video showing a fly-through of the internal building for the proposed new PWG. Video animation to include 3D representations of the 2D floor plan presented in TA-1. (Refer to Exhibit A.)

  LUMP SUM: $8,500.00

  ☐ Place initials in the box if this option is chosen.

VIII. Modifications to Master Agreement (If Any)

The Master Agreement is modified as follows: None

This Task Authorization is effective as of ____________________, 2023.

SDG ENGINEERING, INC.

By: Kurt Wright
Kurt Wright
Its: President

TOWN OF TRYON, NORTH CAROLINA

By: ______________________________
James R. Fatland
Its: Town Manager

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

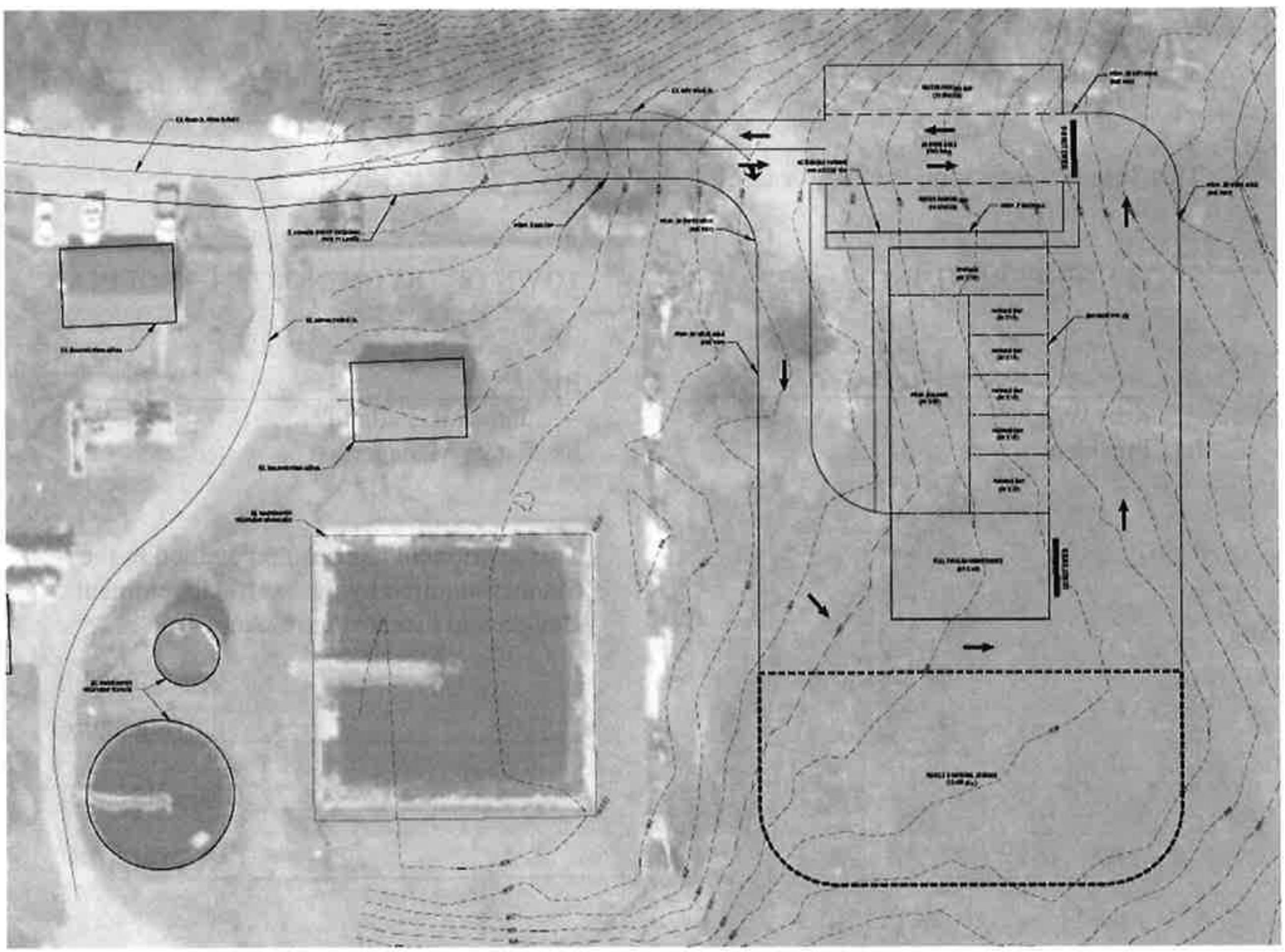
__________________________(Signature)

______________________(Printed Name)

__________________________(Title)

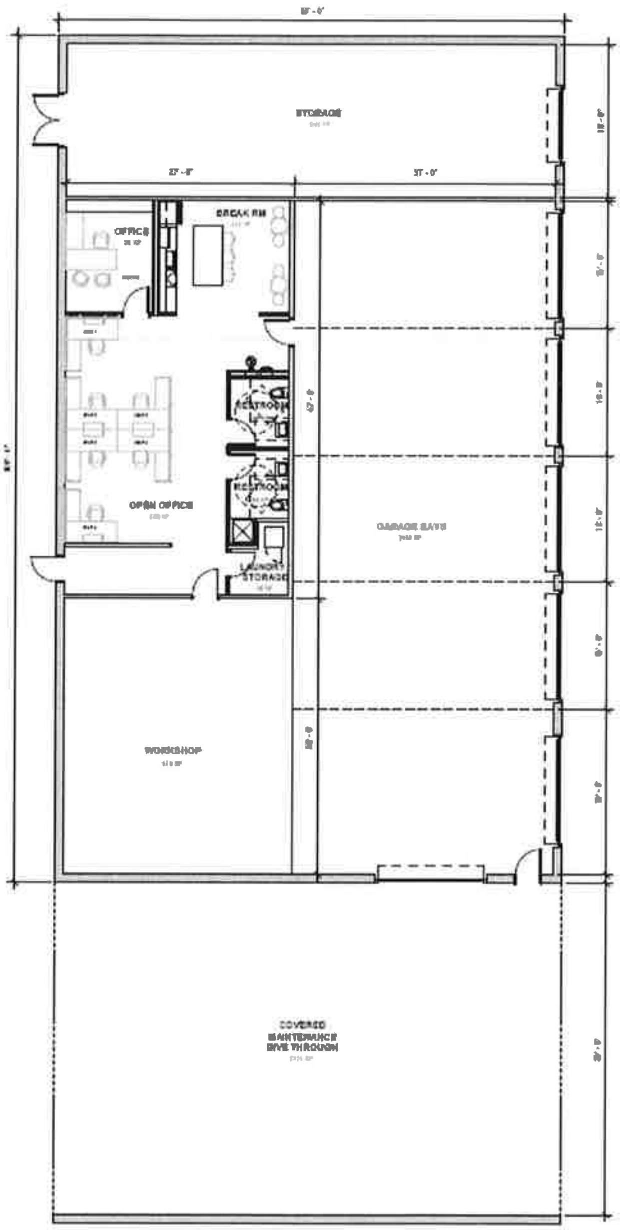
EXHIBIT A

The current proposed location of the new Public Works Garage – Site B at the WWTP



TASK AUTHORIZATION NO. 5 (TA5)
Pursuant to Master Agreement for
On-Call Engineering Services – March 21, 2023
Town of Tryon, NC

The current proposed layout of the new Public Works Garage



GARAGE PROPOSED PLAN
SCALE: 1/8" = 1'-0"

COMPANY PROFILE

Background and Size

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Dewberry is dedicated to solving clients' most complex challenges and transforming their communities. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with more than 50 locations and 2,300 plus professionals nationwide. Dewberry has had a presence in Charlotte for more than 30 years. We have over 47 employees in our Charlotte office and 250+ in North Carolina.

DEWBERRY ENGINEERS INC.

LEGAL ENTITY

Dewberry Engineers Inc. • License No. F-0929 • Established 1965

COMPANY HEADQUARTERS

Fairfax, VA

RESPONSIBLE OFFICE

Dewberry Engineers Inc. 9300 Harris Corners Parkway, Suite 220, Charlotte, NC 28269

POINT OF CONTACT

Brian LaFranchi, PE • blafranchi@dewberry.com • 704.631.5206

TYPE OF BUSINESS

Dewberry is a New York corporation registered with the North Carolina Secretary of State (ID No. 0602954)

250+ PERSONNEL
in North Carolina

47 EMPLOYEES
in the Charlotte Office

13 Project Managers | **16** Design Professionals | **6** Survey Crews

Relevant Projects

- Design, Development, and Implementation of Asset Management, Union County Water, NC
- North Aeration Basin Renovations, Eden, NC
- S. Saunders Sanitary Sewer Improvements, Raleigh, NC
- West Club Blvd Water Main Corridor Utility Rehabilitation Durham, NC
- Upper Pigeon House Sewer Phase 1 & 2
- Highway 274 Force Main Replacement, York County, SC

S. Saunders Sanitary Sewer Improvements, Raleigh, NC

Brian LaFranchi, PE

SITE/CIVIL ENGINEER

- **EDUCATION**
  MS • Information Systems • University of Colorado

  BS • Civil Engineering • University of Washington

- **REGISTRATIONS**
  Professional Engineer • NC, SC, VA, NY, WA, CA

- **YEARS OF EXPERIENCE**
  24

- **AFFILIATIONS**
  American Society of Civil Engineers

Brian LaFranchi is a Project Manager in the Charlotte, North Carolina office with more than 24 years of experience in civil engineering, transportation, water resources and land development projects. Brian has extensive experience coordinating with government agencies for site plan permitting, coordination of submittal packages including plans, technical reports, calculations, specifications and applications.

Charlotte Maintenance Facility Access and Storage Replacement, Norfolk Southern Corporation, Charlotte, NC
Project for upgrading crossovers on main tracks, replacing siding capacity, providing and new construction access and staging areas in preparation for relocating NCDOT Maintenance Facility access. Project includes track, grading, drainage, erosion control, paving and structures.

Existing Public Works Facility Renovation Feasibility Evaluation, Town of Davidson, NC
Dewberry provided preliminary engineering and landscape architectural services to evaluate the feasibility and potential phasing of a planned site renovation to the existing public works facility. Dewberry will prepare a preliminary evaluation with phased site plan exhibits, and preliminary options of construction costs for the renovation along with the evaluation for the addition of workforce housing to the west side of the public works site.

Waxhaw Public Works Facility and Fire Station Concept Plan, Waxhaw, NC
Dewberry was asked to a concept plan for a 18.60 acre lot at the southwest corner of Kensington Drive and Waxhaw Marvin Road in support of a new Public Works building and Fire Station. Upon completion Dewberry provided a conceptual layout and grading to the Town.

Clemson Operations Center Warehouse Canopy and Fence, Clemson, SC
Dewberry was asked to provide permitting support and limited construction administration services for renovations occurring at the Clemson Operations Center. The scope includes extending the existing perimeter fence and adding a pre-engineered steel canopy over the 3-sided loading dock at the Operations Center.

Great Falls Facility Office Renovation, Great Falls, SC
Dewberry was asked to complete surveying services, construction documents and provide permitting support and limited construction administration services for renovations occurring at the Great Falls Facility. The scope includes the installation of a 36" wide door opening, installation of a new accessible entry ramp to the entry door and striping for an accessible parking stall.

Confidential Client Facility Renovations, Greensboro, NC
Dewberry was asked to complete surveying services, construction documents, and provide permitting support and limited construction services for renovations occurring at the Greensboro Facility. The scope includes adding another bay of warehouse storage to the east side of the existing operations center building and relocate the existing loading dock, this includes a reconfiguration of the existing parking lot to accommodate the loading dock relocation.

- **EDUCATION**
  BS • Civil Engineering • University at Buffalo
- **REGISTRATIONS**
  Professional Engineer • NC, SC, VA, GA, FL
- **YEARS OF EXPERIENCE**
  9
- **AFFILIATIONS**
  Institute of Transportation Engineers

Peter Padilla, PE

TRAFFIC ANALYSIS AND STUDIES

Pete has nine years of experience in traffic engineering that includes traffic analysis and simulation, traffic impact studies, traffic signal design, signal electrical details, signing and marking design, and highway lighting design. Pete is a highly proficient user of Synchro/SimTraffic, and HCS software and has additional experience using Vissim. He also has experience in lighting design using Visual.

Appalachian State University Holmes Convocation Center Parking Deck, Boone, NC
Dewberry is providing site/civil, landscape architecture and surveying design for this design-build project. The new six-level, double ramp parking deck will have 600 stalls of parking with approximately six electric vehicle fast-charging stations, and will be located on the existing surface parking lot site of the Holmes Convocation Center. The project also includes the conversion of a portion of Holmes Drive into a dedicated pedestrian way.

General Office Building Parking Deck Replacement Project, Maplewood, NJ
Replacement of a parking deck, which serves employees working out of the NJ TRANSIT General Office Building and the Hilton Garage. Dewberry services included a permit applicability review; traffic and parking evaluation focusing on key intersections and access driveways; preparation of Cultural Resources Section 106 initiation, Historic Architectural Review Board Study (HARBS)/Effects Assessment, and Phase IA Archaeological Assessment documents; and agency and meeting coordination.

Arnett Hills Elementary School, Danville Public Schools, VA
Dewberry, as part of a design-build team, is designing a new elementary school for Danville Public Schools. The school will accommodate a minimum of 650 students, as well as educational and support staff. The design will also include the capability for future expansion, parking areas, parent drop-off and pick-up, a bus loop for drop-off and pick-up, and a recreational area on the grounds. The construction of the new building will take place on the existing property where the original school building is located, while the original school building will remain in use during the construction phase.

Bingham Drive Water and Sewer Line Replacement, Fayetteville Public Works Commission, City of Fayetteville, NC
Project to design, permit and provide construction phase services for the repair of Bingham Drive utilities that were damaged as part of Hurricane Matthew. Project to include aerial crossing of a 24-inch finished water main and eight-inch sanitary sewer main. Design will include piles, pile caps and structural piping to withstand high water during future flooding events. Permitting will include Conditional Letter of Map CLOMR Revision to reclassify the flood hazard due to new aerial crossing.

U-5952 Greenville Signal System, North Carolina Department of Transportation, NC
Project Engineer Led signal inventories and traffic signal plan preparation for 30 intersections. Led three miles of UMR data collection. Assisted with field investigations, the development of UMR plans and cable layout plans and the preparation of the quantity estimates.

- **EDUCATION**
  MAS • Environmental Policy and Management • University of Denver

  BS • Civil Engineering • University of Alaska

- **REGISTRATION**
  Professional Engineer • NC

  NASSCO Certified: PACP, MACP, LACP, CIPP

- **YEARS OF EXPERIENCE**
  Dewberry • 3

  Total • 37

Jeffrey J. Wing, PE, LEED AP

WATER/WASTEWATER INFRASTRUCTURE LEAD

Jeff has experience providing detailed design and coordinating approvals for water mains, gravity sewer mains, force mains, and pump stations for various municipal, residential, commercial, and industrial projects. He has reviewed water, sewer, and stormwater construction plans and coordinated with regulatory agencies regarding permitting and project documentation. In addition, he has worked as a construction observer and surveyor and has managed numerous projects from conceptual planning through design and construction.

South Saunders PER and Sanitary Sewer Improvements, Raleigh, NC

The existing sanitary sewer in the roadway required both capacity and condition improvements, and Dewberry developed a preliminary engineering report that identified alternative alignments and costs. After the PER, Dewberry designed 9,000 LF of 8-inch to 24-inch sewer relocation. Dewberry's scope of work included subsurface utility engineering, soil and groundwater analysis for potential environmental contaminants, survey, geotechnical evaluations, traffic control, and creating easement plats.

North Aeration Basin Renovations, Eden NC

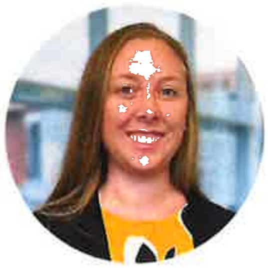
Dewberry is providing evaluation and design for replacing the aeration basin at the Eden 13.5 MGD WWTP. Through the investigation into speculative permit limitations and taking into consideration budget limitations, a new aeration basin configuration was developed. A four-train basin configured to operate initially as A/O will include additional features allowing simple conversion to BNR as future permit conditions warrant. The aeration system design includes the use of high speed turbo blowers to provide fine bubble diffused air. Conversion of an existing aeration basin to a temporary biological reactor will allow for uninterrupted treatment during construction.

West Club Blvd Water Main Corridor Utility Rehabilitation Durham, NC

Dewberry evaluated and is now designing over 16,000 LF of utility replacement along West Club Boulevard. The area is a mix of residential and commercial areas within the City limits. During the preliminary engineering report phase, we performed survey, SUE, preliminary geotechnical investigations, soil/groundwater contamination assessment, CCTV inspection, smoke testing, tree assessments, water valve assessments, and a pavement survey. This information was then compiled to determine a full scope of improvements and ultimately decide where sewers should be replaced versus lined and to establish a corridor for the new water main while keeping the existing water main in service.

Johnston County Landfill Pump Station, Johnston County, NC

This project included the design of a new 12-mgd sewage pumping station and 24-inch force main, as well as modifications to the existing 5MG equalization lagoon and addition of a grit removal system to remove solids before discharge to the lagoon.



Leigh Dudley, PE

WATER/WASTEWATER TREATMENT LEAD

- **EDUCATION**
  MS · Environmental Engineering · North Carolina State University
  BS · Chemical Engineering · North Carolina State University
- **REGISTRATION**
  Professional Engineer · NC, SC, VA, AL
- **YEARS OF EXPERIENCE**
  Dewberry · 11
  Total · 14

Leigh has 14 years of experience working on water/wastewater projects. Her technical expertise includes biological and physical/chemical treatment processes. Her work includes treatment plant process evaluations and troubleshooting, bench and pilot scale treatability studies, concept level design, land-based treatment systems, and regulatory negotiation/permitting. Her experience includes serving pharmaceutical, specialty chemical, power, and food and beverage clients.

North Aeration Basin Renovations, Eden NC
Dewberry is providing evaluation and design for replacing the aeration basin at the Eden 13.5 MGD WWTP. Through the investigation into speculative permit limitations and taking into consideration budget limitations, a new aeration basin configuration was developed. A four-train basin configured to operate initially as A/O will include additional features allowing simple conversion to BNR as future permit conditions warrant. The aeration system design includes the use of high speed turbo blowers to provide fine bubble diffused air. Conversion of an existing aeration basin to a temporary biological reactor will allow for uninterrupted treatment during construction.

Biosolids Master Plan, Brunswick County, NC
Provided technical guidance for development of a biosolids alternatives analysis and master plan for managing sludge disposal from WWTPs.

WWTP Design, Operating Assistance, Permitting, Columbus County POTW, NC
Provided 10 years of operation and permit management for the Columbus County POTW, including providing support during process upsets and designing upgrades and modifications as necessary

Equalization Basin Study and Design, Johnston County, NC
Performed process evaluation for use of an existing equalization basin for wet weather flow and influent equalization.

WWPTF Preliminary Design, Permitting, and Treatability Testing, Grifols, Clayton, NC
Evaluated existing wastewater plant for process reliability for future hydraulic and contaminant loading rates, evaluated alternative for upgrades, and developed design for new equalization and MBR system. Provided design build services for construction of new equalization tank.

WWTP Upgrade Design-Build, Butterball, Mt Olive, NC
Evaluated the condition of an existing sanitary treatment plant, designed replacement facility, and provided construction and permitting services for installation.

Biosolids Dewatering Evaluation, Mallinckrodt, Raleigh, NC
Evaluated alternatives for dewatering equipment, performed pilot tests for multiple dewatering systems onsite to demonstrate performance, and developed a master plan to manage future biosolids generation rates.

C DESIGN
OPERATIONS MARKET PROFILE
Architecture | Interiors | Planning
1000 West Morehead Street, Suite 170 Charlotte, NC 28208
www.cdesigninc.com 704.333.0093

C DESIGN

When founded in 2003, C Design was built on four core values: loyalty, honesty, humility, and dedication. Since our inception, we have evolved into a diverse design practice and applied those values to numerous high-profile projects. Through the years we have consistently worked to provide leadership within our communities by offering creative design solutions, environmental stewardship and fiscal responsibility to our clients.

STAFF

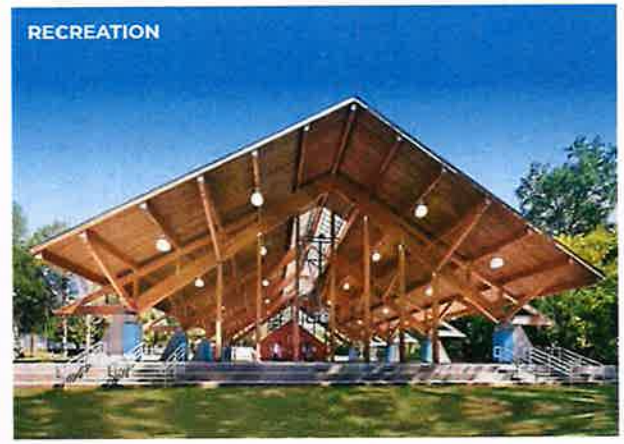
Principals	5
Project Architects	7
Intern Architects	8
Interior Designers	5
Administrative	3
Total Staff Size	28

RECENT AWARDS

2023 ABC Excellence in Construction
2023 Charlotte Business Journal Heavy Hitters
2022 AIA Charlotte Design Merit Award
2022 AIA Charlotte Design Merit Award
2021 AIA Charlotte Design Merit Award
2021 USGBC Juror's Choice Award
2020 AIA North Carolina Firm of the Year
2020 CoreNet Carolinas Work From Home Award
2020 ABC Eagle Excellence in Construction
2020 Charlotte Historical Society Preservation
2019 AIA Charlotte Design Honor Award
2019 AIA Charlotte Design Merit Award
2019 ABC Excellence in Construction Award
2019 IIDA DesignWorks Award
2018 AIA Charlotte Firm of the Year
2018 CBJ Heavy Hitters Comm. Real Estate Award
2016 USGBC NC Sustainable Business Award
2016 AIA Charlotte Design Honor Award
2016 AIA Charlotte Design Honor Award
2014 AIA Charlotte Design Honor Award
2014 ABC Eagle Award
2014 Woodworks Wood Design Award
2012 AIA Charlotte Citation Award
2012 AIA Charlotte Sustainable Design Honor

MARKET TYPES


AVIATION


RECREATION


EDUCATION


WORKPLACE


OPERATIONS


CIVIC

DEAN MCKENZIE, AIA
OPERATIONS & RECREATION MARKET LEADER | PRINCIPAL

C DESIGN

Professional Background
As C Design's Operations Market Leader, Dean has spent over a decade of his career focusing on the design and project management of Operations Centers and related projects. He is credited with leading project design and gaining recognition for several award-winning Operations centers. Dean is knowledgeable about the specific program elements of these types of facilities and recognizes the priority of efficiency and safety for the end product.

Education
- Bachelor of Architecture, University of Tennessee

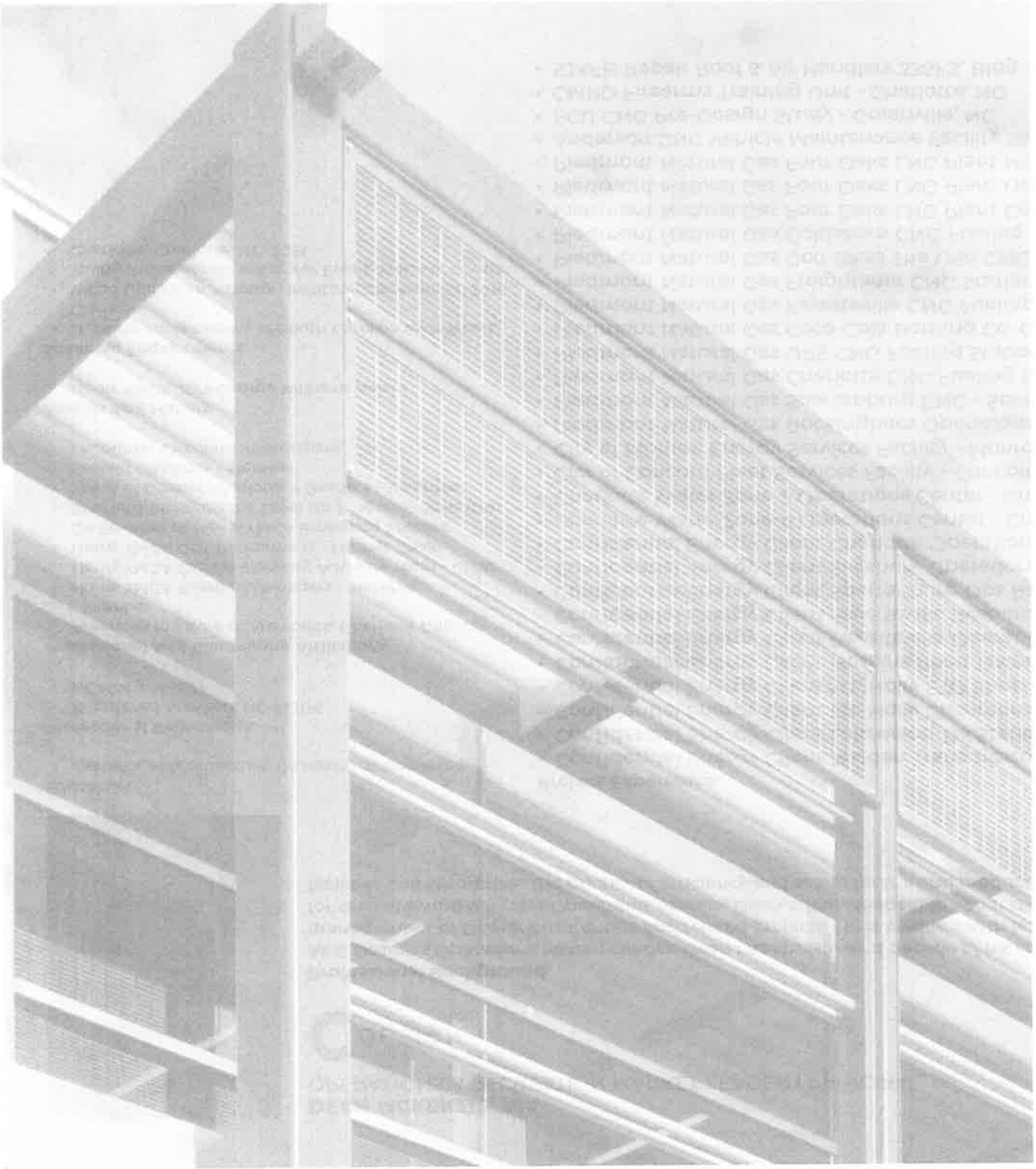
Professional Registration
- Registered Architect NC #13136
- NCARB # 143627

Professional And Community Affiliations
- American Institute of Architects, Charlotte Chapter - Member
- Harris YMCA Board of Managers - Member
- Harris YMCA Capital Planning Advisory Team - Chair
- Harris YMCA Golf Tournament - Former Chair
- Co-Founder of Harris YMCA Emerging Leaders
- Stratford-Richardson Y Level Up Program - Volunteer
- YMCA of Greater Charlotte Y Readers - Volunteer
- Sustain Charlotte - Member
- Encounter Charlotte - Participant

Awards And Honors
- Harris YMCA 2019 George Williams Award

Speaking Engagements
- Building Sustainability in South Carolina with Wood; Clemson
- Wood Utilization + Design Institute; Clemson, SC 2016
- Young Professionals Volunteer Event, YMCA of Greater Charlotte, Charlotte, NC, 2018

Project Experience
- Confidential Energy Client Maiden Transmission Operations Center - Maiden, NC
- Confidential Energy Client Lakewood Tie Station Renovation - Charlotte, NC
- Confidential Energy Client Mt. Holly Classroom Renovation - Mt. Holly, NC
- Confidential Energy Client Mt. Holly ETO Shop Expansion - Mt. Holly, NC
- Confidential Energy Client Hoskins Road Training Facility - Charlotte, NC
- Confidential Energy Client Fayetteville Operations Center Renovation - Fayetteville, NC
- Confidential Energy Client Fayetteville Resource Center and Contact Center- Fayetteville, NC
- Confidential Energy Client Spartanburg Ops Raw Materials Bunkers - Spartanburg, SC
- Confidential Energy Client Salisbury Operations Center Storage Shed - Salisbury, NC
- Confidential Energy Client Charlotte Operations Center Storage Shed - Charlotte, NC
- Charlotte Water Zone 4 Operations Center - Charlotte, NC
- Charlotte Water Zone 2 Operations Center - Charlotte, NC
- City of Concord Fleet Services Facility - Concord, NC
- City of Monroe Energy Services Facility - Monroe, NC
- Piedmont Natural Gas Rockingham Operations Center - Rockingham, NC
- Piedmont Natural Gas Spartanburg CNG - Spartanburg, SC
- Piedmont Natural Gas Charlotte CNG Fueling Station - Charlotte, NC
- Piedmont Natural Gas UPS CNG Fueling Station - Greensboro, NC
- Piedmont Natural Gas Coca-Cola Bottling Co. Consolidated CNG Station - Charlotte, NC
- Piedmont Natural Gas Fayetteville CNG Fueling Station - Fayetteville, NC
- Piedmont Natural Gas Freightliner CNG Station - Charlotte, NC
- Piedmont Natural Gas God Bless The USA CNG Station - Monroe, NC
- Piedmont Natural Gas Goldsboro CNG Fueling Station - Goldsboro, NC
- Piedmont Natural Gas Four Oaks LNG Plant Control Building - Four Oaks, NC
- Piedmont Natural Gas Four Oaks LNG Plant Heater Building - Four Oaks, NC
- Piedmont Natural Gas Four Oaks LNG Plant MCC Building Four Oaks, NC
- Anderson CNG Vehicle Maintenance Facility Study - Anderson, SC
- ECU CNG Pre-Design Study - Greenville, NC
- CMPD Firearms Training Unit - Charlotte, NC
- SJAFB Repair Roof & Air Handlers 336FS, Bldg 4421 - Goldsboro, NC

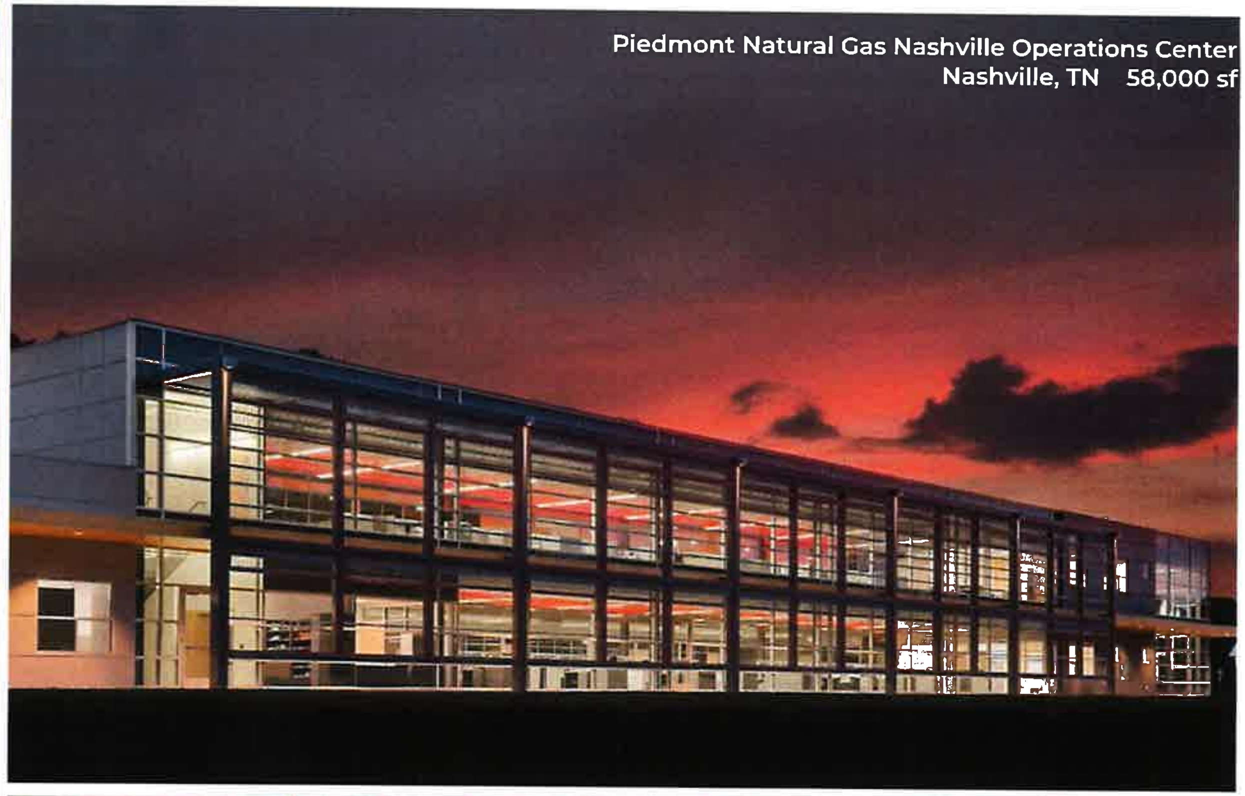


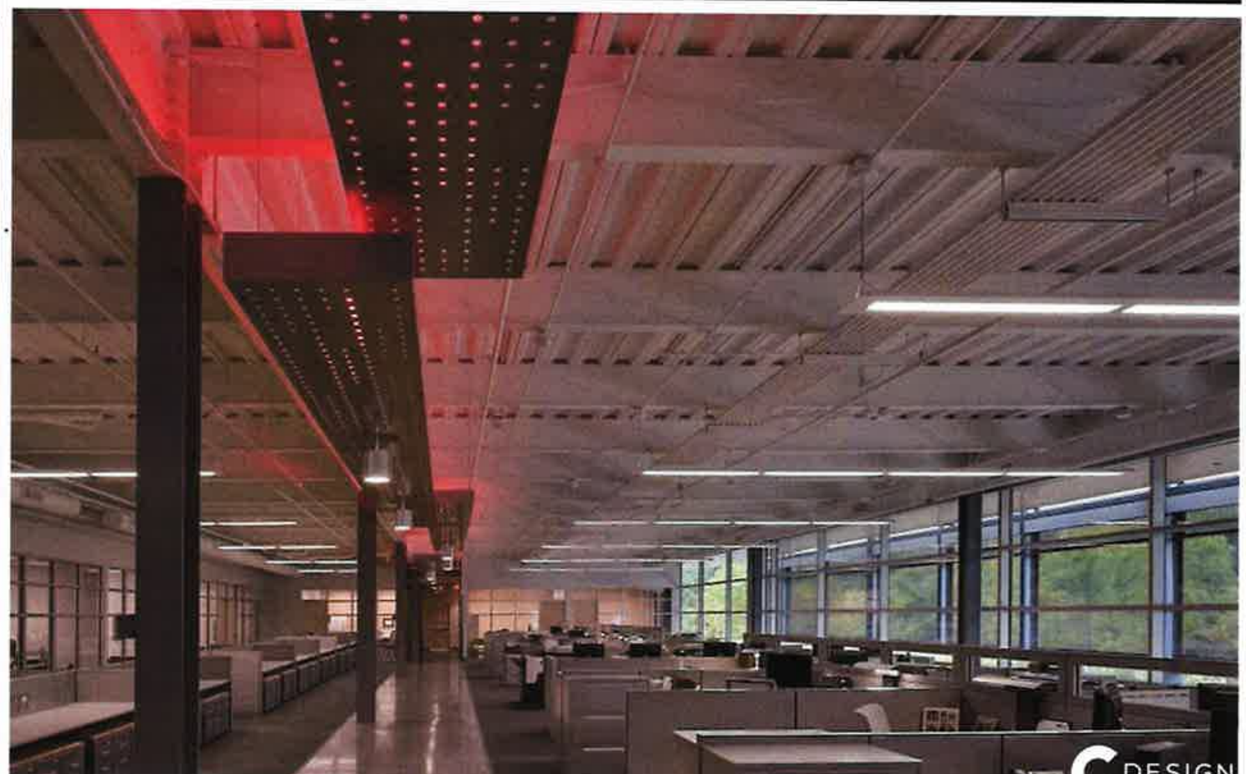
Piedmont Natural Gas
Nashville Operations Center

Nashville, TN

58,000 sf

Piedmont Natural Gas Nashville Operations Center
Nashville, TN 58,000 sf






Piedmont Natural Gas Nashville Operations Center
Nashville, TN 58,000 sf
OPERATIONS MARKET PROFILE
DESIGN