

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL MCCOWN ROOM
FEBRUARY 20, 2024
6:00 PM WORK SESSION**

- 1. Call to Order-Mayor Peoples**
- 2. Other**
- 3. Adjourn**

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL MCCOWN ROOM
PROPOSED AGENDA
FEBRUARY 20, 2024
7:00 P.M.**

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. Consent Agenda Adoption-Mayor Peoples
 - a. Town Board Minutes December 19, 2023
 - b. Tax Reports
 - c. Tax Advertisement for 2023 Real Property
 - d. Tax Advertisement for 2023 Personal Property
 - e. Financial Report
 - f. Grant Status Report
 - g. For information purposes only-Harmon Field Board Minutes & Cemetery Commission Minutes
6. Update on Audited Financial Statements for Year Ended June 30, 2023
7. FY24-25 Budget Calendar and Town Board Work Sessions
8. Professional Engineering Services for Lake Lanier Dam Rehab Project
9. Establish Joint Committee for Town of Tryon/TDDA
10. Authorize Appearance Commission Grant Application for Woodland Park
11. Resolution Authorizing the Upset Bid Process to Dispose of Town Owned Property
12. Animal Control Ordinance update
13. Appointment(s) to Tryon Tourism Development Authority
14. Downtown/TDDA Update
 - a. Back Alley Boutique Hempfest April 21 or April 20
 - b. St. Patrick's Day Parade-Trade Street Closure
 - c. April Fool's Day Parade-Trade Street Closure March 30, 2024
15. Minimum Housing/Planning Update-Daniels
16. Town Manager's Report
17. Council/Mayor Report
18. Citizen Comments & Responses
19. Adjourn

Agenda Item Summary Sheet



Meeting Date: February 27, 2024

Agenda Item Number: 5a

Submitted By: Susan Bell, Town Clerk

Attachments: BOC Minutes January 16, 2024

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
JANUARY 16, 2024 7:00 PM**

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

Commissioners Present: Bill Crowell, Crys Armbrust

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

CALL TO ORDER

Mayor Peoples called the meeting to order and asked for a moment of silence recognizing the loss of Commissioner Bill Ingham who passed away January 5th. Mayor Pro Tem Booker led the Pledge of Allegiance.

AGENDA ADOPTION

Mayor Peoples asked if there are any additions, deletions or corrections. Hearing none, Mayor Peoples entertained a motion to adopt. Commissioner Armbrust so moved. The motion carried unanimously.

PUBLIC HEARING: REZONING 584 NORTH TRADE STREET

Mayor Peoples called the Public Hearing to order.

Planning Director Daniels reported applicant Ron Childs filed on December 20, 2023 to have 584 N. Trade Street, Parcel T10-B2, rezoned from General Business to R-M Multi-family Residential. The applicant expressed interest in renovating the old church building to rental units, so a rezoning would be required. Neighboring units are zoned General Business, Transitional Business, RM Multi-family and R-3 Residential. Last Thursday the Planning Board met and by a vote 4-1(had to abstain) voted to recommend the rezoning to Town Council. There were no questions from the Board.

Denny Crowe asked where the property is. Mayor Peoples responded the property is on the way down Hwy 176 going behind the gas station. The old yellow church on the right. Esther Albert asked about the proposed density of the property. It just seems a small parcel, just over a half-acre. Mr. Childs responded he is planning to make it three separate residences, two small residences and one larger that he will live in. There is enough area in the rear for the residences to park and to have overflow if needed. Alan Casavant who owns the property diagonal from the church, responded he has no problem with the property being multi-family. Ms. Albert thinks the housing is a good idea, but is concerned with the school traffic and the building being only 2080 square feet. Mr. Casavant responded he has seen the plans for the residence and he has no problem. There needs to be affordable housing here. Again, he owns a single-family residence close to the property. Tracy Morris asked if this was going to be

affordable housing units. Mr. Casavant responded that a one-bedroom place will be less expensive than a ten-bedroom house, that is what he meant by less expensive/affordable housing.

Mayor Peoples asked if there were any more questions. Hearing none, he closed the Public Hearing and entertained a motion to adopt as presented by the Planning Board. Commissioner Armbrust so moved. The motion carried unanimously.

CONSENT AGENDA

Mayor Peoples asked if there were any additions, deletions or corrections or questions. The Consent Agenda includes the Board minutes, Tax Reports, Financial Report and Grant Status Report. Also included for information purposes only is the Tourism Board Minutes and Harmon Field Board Minutes. Commissioner Crowell so moved. The motion carried unanimously.

UPDATE ON AUDITED FINANCIAL STATEMENTS FOR YEAR ENDED JUNE 30, 2023

Town Manager Fatland reported the auditor notified Susan that they are running behind. As you know we have approval from DENR for a \$600,000 loan at .15 interest rate for the Braewick Sewer. The way it is written in North Carolina when you do a major financing, the audit has to be done. Sharon Edmundson retired recently and he has been waiting for direction from them. He called and was told when the audit is done, fill out the application to get approval from the LGC. Then we will have about \$3.2 million for the project. Once the audit is approved, he will make immediate application to them. Mayor Peoples responded we have about five grants we are working on now.

PROCESS FOR FILLING TOWN BOARD COMMISSIONER VACANCY

Mayor Peoples reported filling Commission Ingham's vacancy was discussed in the work session and they came to a conclusion that seems to be amenable to the board. Town Attorney Morgan reported based on the General Statutes on elected municipal boards, when the vacancy occurred, you can make an appointment to fill the vacancy by the process that you might choose to do so. If you do fill it, it will only be through November, because at that time there will be an election to fill this vacancy for two more years. In his opinion, you can leave it open until then or you (the Board) can fill it.

Mayor Peoples reported the conclusion is to not fill the position and let the public decide who they want to fill the position for the next two years. Commissioner Crowell responded if they decided to fill it at a later time they could. Mr. Morgan responded this will be the only time you will have a two-year term. He has seen when only one person files, the Board will go ahead and appoint that person. Mayor Pro Tem Booker replied it is not necessarily the person who files, that will be the one for the position. Occasionally, the town has had write-ins, that have won before.

Mayor Peoples replied we have a consensus, is that all we need? Attorney Morgan responded yes. Commissioner Crowell explained the process. Come November, there will be two elections. Crys and Chrelle run in November. The second will be to replace Commissioner Bill Ingham. The top voter then will finish Ingham's two-year term.

Margaret Curtis asked why they wanted to wait so long. Mayor Peoples asked why she was concerned when she didn't live within the Town limits. Ms. Curtis replied she is just concerned.

Mayor Pro Tem Booker responded she is speaking for the three commissioners, they shouldn't make rational decisions, because they have lost one. The mayor only votes when there is a tie and at times there has only been two commissioners. As far as the seat being empty, she feels being fair to the citizens of this town, the citizens should decide who sits in that seat, by being elected. For the time, person may decide not to run in November. If it was a short period of time, then that would make a difference. She can see that Ms. Curtis doesn't agree with this decision. Denny Crowe agrees with Margaret, with what is coming down the pipe. Commissioner Armbrust asked what is coming down the pipe. Ms. Crowe responded Rails to Trails. There is a lot going on with that. Could you not have an election now? Commissioner Armbrust responded, no.

Mayor Peoples responded you can file in July. This Board went over a hundred years with three members. It was 2002 when the additional commissioner was added.

Mayor Peoples entertained a motion to leave Commissioner seat vacant until the November election. Commissioner Armbrust so moved. The motion carried unanimously.

PROFESSIONAL ENGINEERING SERVICES FOR LAKE LANIER DAM REHAB

Town Manager Fatland reported in the last year or so he has been exploring the water source, which is the Lake Lanier Dam. It is pushing one hundred years old. On June 8th of this past year, SCDHEC, NCDENR, Army Corps of Engineers from S.C., CDM Smith Engineer, Cranston Engineer (Town's engineer) and staff spent all day looking at the long term need for the replacement of the dam. He developed a good dialogue with SCDHEC and they shared with him that the Federal government will be releasing \$585 million dollars into the dam restoration program. South Carolina through CDM Smith notified us since the dam is in S.C., then we can go to them for repairs. The Town will be applying for that money. Deadline is February 24th. There is also another program called, Bi-partisan infrastructure bill. He received notification from S.C. that there was a mandatory class, if the Town wanted to be eligible for FEMA money, that he would need to attend. He attended that meeting in Columbia and would like to report that we are in a good position.

Fatland would like the Board to consider applying. When you go through Federal Procurement Rules, they want to make sure that you do things right. That you have an RFQ, you send it out to engineering firms, go through a solid selection process, to be able to get your grant money. Tryon is a small town and he doesn't want to have an engineer to design it poorly. He interviewed a half dozen firms last year and S&E Engineering Firm had worked for Lake Lure. He wants to hire them to make sure the town does everything right.

Your council had already obtained Cranston Engineering that did a report on the dam. That report went to S.C. at the June 8th meeting. They will use that report in full detail. Back in June he asked Cranston for a proposal to do what is called an alternative analysis. That has to be done before you can get a grant application. That will cost \$76,000. That is a small investment when you consider the money that it will cost to replace Lake Lanier Dam. Does the Town want to move forward?

His recommendation is to approve the requested proposal from SDG Engineers to make sure everything is filed correctly and to approve the proposal from Cranston Engineers to do the Alternative Analysis. Mayor Peoples entertained a motion to authorize the Manager to work with the engineers and company. Commissioner Crowell so moved. The motion carried unanimously.

APPOINTMENT(S) TO HISTORIC PRESERVATION COMMISSION

Town Clerk Bell reported that Gail Awan has made application to be on the Historic Preservation Committee. She has been on several different boards in Greenville and would like to be on this one. Mayor Peoples entertained a motion to appoint Gail Awan to the Historic Preservation Commission. Commissioner Armbrust so moved. The motion carried unanimously.

DOWNTOWN/TDDA UPDATE

Town Manager Fatland reported on downtown. First item is council asked me to look into the streetlights that are missing. He has gotten hold of the insurance companies and we now have received \$22,752 for two lights. We will proceed with getting those replaced. The second item, currently the Town leases eight parking spaces from Ten Trade Street, LLC for \$2,400 per year and this year it is going up to \$3,500. His recommendation is to not renew the lease. The third thing is the public property located at Depot Street and Pacolet Street. The Town is striving to make Pacolet Street more retail and restaurants along with office space. He has talked with John Walters an architect and they feel they can get an 11x17 deck put there for outside dining. A public space. He submitted information to Duke Energy.

Commissioner Armbrust reported there are electric lines, water lines, phone lines and internet lines underground and you would have to remove the memorial tree. What supports the deck? Mayor Pro Tem Booker asked if it was a safe place for people? Fatland responded yes, it is safe and would be built not to touch the underground lines.

Mayor Peoples entertained a motion not to renew the parking spaces lease and to approve the 11x17 deck at corner of Pacolet and Depot Street. Commissioner Crowell so moved. The motion carried unanimously.

MINIMUM HOUSING/PLANNING UPDATE

Planning Director Daniels reported the New Years Eve celebration was a success. Had a large crowd and the weather cooperated. He thanked Anne and all the folks that helped set it up, run it and take it down. Dean Trakas for lowering the ball and Aaron Greene for filling in at the last minute as the DJ. Main Street Assessment is coming due next month. He and Board member Ian Grigg will be coordinating with Michelle to get that done on time. The Polk County Community Foundation has pitched in \$700 to support TDDA attendance at the Main Street Conference in early March. We have received a few applications for the TDDA Director and working on getting interviews scheduled. We will be taking applications until the job is filled. Michelle has been a great help in her outgoing transition. He thanked her for that.

Fourth Friday will be held on the 23rd this month. The Fire Department would like to hold a chilli cook off with the 4th Friday event on February 23rd. They would like to invite Iron Key Brewery to set up a tent with products on site. Stephen Siler, Tryon Fire Department reported they would like to hold a Guns & Poses Chilli cook off. Fire, Police and emergency responders in the area are invited. This is to raise money for charity. 23rd of February.

Daniels asked if the Board was okay with inviting Iron Key Brewery to sell beer. The Board was in agreeance of that.

Minimum Housing:

1. 51 Shepherd Street-address attorney gave him had an undeliverable address-he has another address now and another letter was sent.
2. Howard Street-some things have been cleaned up and a few more have been brought to his attention.
3. His enforcement assistant is up to date on the ordinances now and will be here on Thursday and we will address some issues then.
4. Arts District Sign-has been measured, Thank you Greg. He has contacted Yetees and they can print on aluminum composite material. He will get that to them as soon as he can modify the dimensions.

TOWN MANAGER'S REPORT

Town Manager Fatland reported the temperatures are dropping fast tonight. Be careful out there. He reminded everyone to let their faucets trickle, so they will not freeze. He thanked the council. This is his one-year anniversary of being your manager.

COUNCIL/MAYOR REPORT

Commissioner Crowell thanked everyone for being here tonight. He misses Bill.

Commissioner Armbrust thanked everyone for being here and they do appreciate their participation.

Mayor Pro Tem Booker also thanked everyone for being out tonight, bearing the cold, she likes it when it is about 100. She misses her seat mate. Please pray for his family, friends and his extended family the town. She thanked him for his service and said he had been wonderful. Take care of each other and take care of yourselves. We all will be better.

Mayor Peoples met Bill 25 years ago when he opened the Coffee Shop here. He framed a Charleston coffee cup for him. A few years later, there is a green 55-gallon drum that has coffee in it, he and Harriet gave it to him for his anniversary. He misses what he had to say. He misses talking to him when he goes by his office. Bill gave him good advice and the Mayor hopes that he gave Bill some good advice. He misses him. Thank you all for being here.

CITIZEN'S COMMENTS & RESPONSES

Dr. Warren Carson reported to the Board a few problems. Right before Thanksgiving the citizens received a NIXLE to have your leaves on the side of the road, the Monday after Thanksgiving. The leaf machine broke down as it usually happens. A NIXLE would have been good so the citizens could have bagged the leaves. There has been chatter that people didn't like the town spending money on Christmas lights, while the sewer is overflowing. He doesn't have a problem with Christmas lights, he does have a problem with the way they were put up, so tacky. He remembers when the town cut down trees to put around the poles. Someone should be asked to assist them in hanging the garland. The infrastructure is crumbling. Rails to Trails is important, but the citizens are too. There is far more to Tryon than just the businesses. Speeding on our streets, kudzu in the residential areas, unsightly right of

ways that push us to the middle of the already narrow streets, trash in the streets, broken pavement and power poles that are left to continue to rot and need to be taken down in a timely manner. Before you label him as anti-business, he is pro-neighborhood. That's where the living takes place. Thank you for listening.

Karandal Gary has a petition of 303 signatures from people that live in Tryon, requesting sidewalks toward the East side. He has been working on this for two and a half weeks. He is a stand-up citizen. There are concerns. He would like to have a dialogue about this.

ADJOURN

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

J. Alan Peoples, Mayor

Attest:

Susan B. Bell, Town Clerk

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 5b
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:
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NAME	YEARS	1/8/2024	2/1/2024
A MACCHERONE, LLC	2016	333.40	335.21
ALDRIDGE, DWANDA	2021-2023	327.24	329.58
AMPAR, DISTRIBUTION LLC	2023	32.22	32.45
ARNDT, BRITTAIN ALLEN	2023	8.28	8.34
BELK FREIDA	2023	2,153.27	2,169.42
BRADY/TRAKAS ARCHITECTS PLLC	2023	7.53	7.59
BRYAN, FRANCES	2016-2019		
BURLESON, SIDNEY	2023	658.80	663.74
BURNS, LUIS & REGINA TRUSTEE	2022-2023	358.69	361.32
CAFÉ LA GAULE	2019-2022	93.80	94.43
CHURCH, OF THE LIVING GOD	2023	45.05	45.39
COONS, KATHRYN JULIA	2023	69.77	70.30
COPPER, ELSIE JONES EST	2023	233.24	234.99
DAYSTAR ENTERPRISES	2019	203.49	204.81
DEE, DEE INVESTMENTS LLC	2023	823.55	829.73
DELAY, CRAIG ALAN	2023	16.58	16.70
DIAMOND DIMENSIONS	2014	10.09	10.13
DUNN, RICHARD W JR	2023	691.25	696.44
EHG APPRAISAL	2020-2022	31.47	31.68
FLAMINGO, ROYALE LLC	2023	4,704.23	4,739.52
FOOTHILLS GYMNASIAC ACADEMY	2022-2023	67.94	68.43
FORBES, DANIEL C ET UX	2023	1,837.89	1,851.68
FREDRICKS DESIGN STUDIO	2023	11.86	11.96
FREEMAN GAS & ELEC CO OF NC	2023	41.12	41.43
FRILEY, PROPERTIES LLC	2023	137.82	138.85
FIRST, CITIZENS BANK & TRUST	2023	847.62	853.98
GE CAPITAL	2017-2018	65.10	65.48
GORDON FOOD SERVICE, INC	2023	41.01	41.32
GRAY, GEOFFREY V	2023	2,347.02	2,364.62
HAMILTON, LAWSON E	2023	900.75	907.50
HARPER EATERY AND PUB	2023	205.84	207.39
HENDERSON, NANNIE	2012-2018		
HINES, JAMES	2014-2023	11.35	11.44
HOPSON, KIMBERLY B	2023	59.63	60.08
HTHC., LLC	2017	152.89	153.84
JAMEELA	2022-2023	137.02	138.01
KING, JESSIE	2015-2023	4,756.72	4,785.94
KOMOROUS, PATRICIA L CUMMINGS	2023	30.22	30.45
LA BOUTEILLE	2017-2018	18.10	18.21
LANGE, JILL M	2023	30.43	30.66
LANKFORD, EDITH (DECEASED)	2023	1,183.06	1,191.93
LAUGHTER, MINTIE J HEIRS	2023	202.78	204.30
LIPSCOMB, MARSHALL DEAN	2023	72.09	72.63
MASSEY, SUSIE - COUNTY NOW OWNS	2012-2017		
MELROSE INN	2018	110.63	111.29
MORSE, FREDIA P	2023	394.05	397.01
MOSSELLER, CONSTRUCTION LLC	2023	586.40	590.80
MOUNTAIN, VIEW LODGE #4224	2023	31.59	31.82
MR JUAN'S MEXICAN RESTAURANT	2022-2023	70.49	71.01
NANA'S KITCHEN	2023	32.48	33.38
NEW, TESTAMENT CHURCH OF GOD	2023	82.55	83.17
OVERHOLT BRICK & BLOCK	2023	36.58	36.85
OZONE WATER	2018-2019	17.59	17.69
PACKARD, BRADFORD	2023	770.97	776.76
PENELOPE, PADGETT	2022-2023	25.69	25.86
PERRY, AURELIA H HEIRS	2023	1,156.53	1,165.20
POLK COUNTY	2012-2017		
PUCKETT, DAVID	2022-2023	29.06	29.28
ROGERS, JOHN TOWN OF TRYON	2012-2018		

SBA COMMUNICATION	2015	469.87	472.27
SOTOMAYOR IP CONSULTING LTD	2023	7.38	7.44
STAGGS, ROBIN E	2023	751.99	757.63
STEWART LAND COMPANY	2022-2023	1,225.73	1,234.88
STUDIO 108	2022-2023	32.99	33.22
STYLES ON NORTH TRADE	2020-2021	40.97	41.24
SWIFT, ANDREW T ET UX	2023	889.98	896.66
TAYLOR, SARAH BILLIE	2023	161.12	162.33
TOWN OF TRYON	2019-2021		
TRAVIS, DARETT N	2023	23.25	23.42
TRYON, CITY MASONIC LODGE #518	2023	262.53	264.50
TRYON HEALTH & FITNESS	2023	203.63	205.15
TRYON NEWS MEDIA	2022-2023	2,453.77	2,472.09
TRYON POINT ORTHODONTIC	2016	311.91	313.60
TRYON LOGISTICS	2021-2023	90.33	90.96
UNDERWOOD, TERESIA	2023	150.84	151.97
VERNON, OTIS TOWN OWNS	2012-2019		
WALTERS, DARIN	2018-2021	92.13	92.73
WALKER, PEGGY COLLIER	2023	1,397.99	1,408.47
WHITAKER, MARK L JR	2023	2,001.62	2,056.97
WINTERBURN, GARY ALAN	2023	1200.67	1,209.67
WITTEN, J MICHAEL	2023	79.91	80.51
ZUSCHLAG, II LMTD	2023	4,248.45	4280.32
ZUSCHLAG, MAUREEN TRUSTEE	2023	2,242.82	2,259.64
		45,644.70	46,017.69

1/8/2024 2/1/2024

ASIAN FUSION INC	2021-2023	4,828.21	4,863.09
CANNADY, ELSIE	2018-2023	1,583.72	1,593.28
CARSON, LIONEL ALVIN	2018-2023	1,250.47	1,259.03
CRC INVESTMENTS LLC	2019-2023	66,637.86	67,085.83
CRC INVESTMENTS LLC	2019-2023	6,286.21	6,329.24
FRINK, ARCHIE, EST	2013-2023	561.47	564.88
HILL, DAVID	2016-2023	1,185.97	1,193.12
JOHNSON, ROMNEY	2012-2023	309.82	311.72
KING, WILL, EST	2012-2023	792.20	796.99
KINSER, SHARON	2022-2023	829.10	835.13
LITTLEJOHN, EDWARD - 90 PEAKE	2021-2023	1,079.21	1,086.81
LITTLEJOHN, EDWARD	2021-2023	594.19	598.37
MCDOWELL, THEODORE Jeanal mcdowell	2021-2023	832.39	838.43
MCENTIRE, CAROLE D DURHAM, HOMER	2022-2023	1,434.33	1,444.77
PENA, DAVID & JASMINE	2020-2023	2,235.11	2,250.95
SUBER CHARLES	2022-2023	610.04	614.43
WADDELL, VIOLA	2012-2023	395.80	398.18
WILLIAMS, ELLA	2012-2023	818.99	823.89
		92,265.09	92,888.14

G 1/8/2024 2/1/2024

BROWN, TIMOTHY	2021-2023	2,173.38	2,088.46
HEYWOOD, HANNON	2020-2023	1,815.21	1827.99

MILLER, COREY L	2023	429.73	377.92
POWELL, STEVEN	2022-2023	669.29	623.94
SUBER, VIOLA	2019-2023	440.47	170.48
WHITESIDE, EDNEY ALVIN HEIRS	2023	489.03	492.7
YOUNG, KEITH	2022-2023	932.54	838.53
		6,949.65	6,420.02

		1/8/2024	2/1/2024
CARSON, HORACE W	2023	1003.31	1,010.83
CARSON, HORACE W JTROS	2023	618.14	622.78
CASAVANT, ALLAN	2023	2,341.72	2,359.28
CUNNINGHAM, LORENA	2022-2023	364.87	367.57
DURBIN, ERNESTINE	2023	27.77	27.98
DURBIN, ERNESTINE R	2023	1,597.27	1,609.25
MUNDAY, CARL BRADLEY TRUSTEE	2023	2,384.52	2,402.40
RFS, PROPERTIES LLC	2023	790.37	796.30
ROMINE, BENJAMIN	2023	1,183.68	1,192.56
SKACH, SUELLEN C	2023	1,084.56	1,092.70
TGI, HOMES LLC	2023	342.65	345.22
THOMPSON, ALAN C ET UX	2023	1,753.58	1,766.73
TRAKAS, NICHOLAS DIMITRI	2023	2,204.78	2221.32
WATERS, TRACY R	2023	1,567.35	1,579.11
		17,264.57	17,394.03

		1/8/2024	2/1/2024
CHIMALPOPOCA, JOSE	2023	984.76	992.14
COBOS, MAURO HERNANDEZ (JTRS)	2023	303.75	306.03
DURHAM, HOMER B	2021-2023	359.19	361.79
FLORES-CANALES, FRANCISCO ANTON	2022-2023	162.79	163.97
FORNEY, MICHAEL	2023	396.57	399.55
GARY, SHADOE	2022-2023	603.84	608.24
GLENN, DORRIS E HEIRS	2023	266.99	268.99
GOSNELL, MARJORIE S ESTATE	2023	455.51	458.22
HANNON, LARRY	2020-2023	51.98	52.35
HARRIS, KATHY DIANE	2023	322.66	325.08
HENDERSON, MARY ANN HEIRS	2023	384.01	386.89
HOWELL, BARBARA DIANE	2023	153.72	154.87
HYDER, WILLIAM	2016-2023	516.11	519.35
JOHNSON, PAMELA H	2023	140.46	141.51
JOHNSON, WILLIAM ET NANCY JOHNSON	2022-2023	604.02	608.42
LEE, REGINALD	2023	709.57	714.89
LITTLE, JAMES HENRY JR	2020-2023	65.53	65.99
LITTLEJOHN, ANN	2022-2023	713.02	718.21
MATHEWS, JAMES MARC	2023	773.35	779.15
MILLER, LEROY JR	2022-2023	427.14	430.23
NESBITT, LILLIE BELL	2022-2023	811.81	817.67
PARKER, MARY	2023	1,698.65	1,711.39
PREYER, NICOLE R	2023	178.5	179.84
RHYMER, GWEN A	2023	397.29	400.27

	SIMPSON, MAUDE AND BRUCE SIMPSON	2017-2023	319.72	321.82
	SPROULS, KEVIN R	2023	208.08	209.64
	STALEY, WANDA CARSON	2023	83.15	83.77
	STEVENS, ASHLEY	2023	1,361.25	1,371.46
	TEVIS, TROY	2023	130.78	131.76
	TWITTY, JOSHUE ET	2021-2023	402.64	405.45
	TWITTY, MARY ANN	2023	520.31	524.21
	TWITTY, HERBERT	2023	271.67	273.71
	WALTER, MARK H	2023	2010.96	2,026.04
	WHITAKER, MARK L JR	2023	126.42	127.37
	WINGO, WILLIE LEWIS	2023	589.91	594.34
			17,506.11	17,634.61

TOWN OF TRYON								
UNPAID TAX BALANCES								
	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023	1/31/2024
2013								
2014	2,013.87	2,021.34	2,028.83	2,036.39	2,044.00	2,051.67	2,059.40	1,857.72
2015	2,805.27	2,816.72	2,828.21	2,839.79	2,851.43	2,863.20	2,875.03	2,576.56
2016	3,543.52	3,560.70	3,577.95	3,595.35	3,612.86	3,630.53	3,648.33	3,584.98
2017	3,544.17	3,563.16	3,582.25	3,601.48	3,620.85	3,640.36	3,660.01	3,603.70
2018	13,489.89	13,571.07	13,652.77	13,735.09	13,649.81	13,732.10	13,707.59	13,712.85
2019	14,588.02	14,649.57	14,641.49	14,734.83	14,828.90	14,923.63	15,017.96	14,939.56
2020	16,555.64	16,050.68	14,803.75	14,876.95	14,945.86	15,045.34	15,120.55	15,029.57
2021	18,503.95	18,056.54	16,726.90	16,787.97	16,760.64	16,136.30	16,244.18	16,030.40
2022	27,586.59	26,692.62	25,859.06	25,854.77	25,113.36	24,369.26	23,413.69	22,725.11
2023				534,884.36	496,982.66	438,703.16	275,867.15	95,131.96
TOTAL	102,630.92	100,982.40	97,701.21	632,946.98	594,410.37	535,095.55	371,613.89	189,192.41

Agenda Item Summary Sheet



Meeting Date: February 20, 2024

Agenda Item Number: 5c

Submitted By: Jordan McKeown, Tax Collector/Billing Clerk

Attachments: 2023 Tax Advertisements for Real Property

Topic: 2023 Tax Advertisement

Requested/Recommended Action & Motion: Review & Approve

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan):

Direct Financial Impact: Yes –will be a cost of advertisement

Indirect Financial Impact: Will hopefully bring in more revenue for delinquent taxpayers

Funds Included in Current Budget: N/A

TOWN OF TRYON

ADVERTISEMENT OF PAST DUE TAXES FOR 2023 TAXES FOR ALL REAL PROPERTY IN THE CITY LIMITS

Under and by virtue of the authority granted by Section 105-369 of the North Carolina Statutes, the Town of Tryon hereby advertises past due taxes for the year 2023. The amount advertised will be increased by interest and cost. The omission of interest and costs from the amount advertised will not constitute a waiver of the town's claim for these items. If these taxes remain unpaid after this advertisement is completed, the Town of Tryon will begin collection procedures set out by General Statutes 105-367 and 105-374.

As a courtesy to our taxpayers, anyone on this list who has already paid this tax as of the date of the advertisement, should contact the Town Tax Collector and a retraction will be advertised one month from the date of the original advertisement.

Acct ID	Billing Name	Real Pin	Prop Addr	Tax Year	Balance
1430	ALDRIDGE, DWANDA	T2-C42	HOWARD ST	2023	\$36.32
1430	ALDRIDGE, DWANDA	T2-C43	HOWARD ST	2023	\$36.32
1430	ALDRIDGE, DWANDA	T2-C44	HOWARD ST	2023	\$36.32
30	AMPAR, DISTRIBUTION LLC	T4-A23	SPRUCE ST	2023	\$32.45
39	ASIAN, FUSION INC	T9-A13	526 S TRADE ST	2023	\$2,368.97
66	BELK FREIDA	T6-C2	1052 S TRADE ST	2023	\$16.15
	* JWW PROPERTIES LLC				
109	BROWN, TIMOTHY	T2-C21	181 LYLE STREET	2023	\$1,087.18
119	BURLESON, SIDNEY	T2-B6	612 HOWARD ST	2023	\$663.74
	* MARIAH GARY				
120	BURNS, LOUIS NATHANIAL TRUSTEE	T1-D2	190 JACKSON ST	2023	\$91.32
139	CANNADY, ELSIE HEIRS	T1-A1	136 LYLE ST	2023	\$128.17
151	CARSON, HORACE W	T5-J2	104 W LIVINGSTON ST	2023	\$1,010.83
152	CARSON, HORACE W JTROS	T1-D5	203 PEAKE ST	2023	\$622.78
154	CARSON, LIONEL ALVIN	T4-A3	1135 MARKHAM ROAD	2023	\$244.45
1571	CASAVANT, ALLAN	T13-D5	671 N TRADE ST	2023	\$1,151.19
1571	CASAVANT, ALLAN	T5-C7	143 BROADWAY	2023	\$1,208.09
1572	CHIMALPOPOCA, JOSE	T1-D6	161 PEAKE ST	2023	\$599.13
1572	CHIMALPOPOCA, JOSE	T8-F1	366 E HOWARD ST	2023	\$393.01
1309	CHURCH, OF THE LIVING GOD	T1-A5	LYLE ST	2023	\$45.39
181	COBOS, MAURO HERNANDEZ (JTRS)	T4-A33	49 E LIVINGSTON ST	2023	\$306.03
196	COONS, KATHRYN JULIA	T4-D8	HOWARD (OFF) ST	2023	\$70.30
223	CUNNINGHAM, LOREN L JTROS	T4-A42	60 ELM ST	2023	\$341.83
1581	DEE, DEE INVESTMENTS LLC	T13-E2	368 HIDDEN HILL RD	2023	\$829.73
1549	DURHAM, HOMER B	T10-B4	608 N TRADE ST	2023	\$176.96
1458	FLAMINGO, ROYALE LLC	T11-J13	MAPLE ST	2023	\$630.01
1458	FLAMINGO, ROYALE LLC	T8-B4	TRADE ST	2023	\$4,109.51
315	FORBES, DANIEL C ET UX	T9-C8	176 NC	2023	\$1,851.68
	* TRYON CAR WASH & LAUNDROMAT				
317	FORNEY, MICHAEL	T2-C36	E HOWARD ST	2023	\$399.55
333	FRINK, ARCHIE PERRY EST	T1-B11	LYLE ST	2023	\$45.39
362	GLENN, DORRIS E HEIRS	T1-B12	83 LYLE ST	2023	\$268.99

367 GOSNELL, MARJORIE S ESTATE	T8-D8	80 MARKHAM ROAD	2023	\$458.92
1341 GRAY, GEOFFREY V	T14-C9	364 MELROSE AV	2023	\$17.60
415 HANNON, LARRY ANGELO	T1-B9	OFF LYLE ST	2023	\$38.58
416 HANNON, R HEYWOOD	T4-D4	MARKHAM RD	2023	\$571.19
422 HARRIS, KATHY DIANE	T7-B7	90 BEAVER ST	2023	\$325.08
439 HENDERSON, MARY ANN HEIRS	T7-A39	25 PINE ST	2023	\$386.89
446 HILL, DAVID S	T7-A34	PAYNE ST	2023	\$96.12
448 HINES, JAMES FRANKLIN HEIRS	T2-B3	HOWARD ST	2023	\$11.44
1475 JAMEELA, LLC	T4-D15	PEAK ST	2023	\$69.41
497 JOHNSON, ROMEOY	T9-C21	CARSON ST	2023	\$25.70
501 JOHNSON, WILLIAM F ET UX	T5-J14	525 E HOWARD ST	2023	\$328.55
526 KING, JESSIE T EST	T4-D10	51 SHEPHERD ST	2023	\$496.44
530 KING, WILL - ESTATE	T1-B3	LYLE ST	2023	\$64.10
1480 KINSER, SHARON KAY	T4-A44	90 ELM ST	2023	\$420.10
554 LANGE, JILL M	T8-G2	140 NEW MARKET RD	2023	\$30.66
556 LANKFORD, EDITH (DECEASED)	T11-C16	98 PACOLET ST	2023	\$1,191.93
* ALLAN CASAVANT				
1483 LAUGHTER, MINTIE J HEIRS	T7-B14	SCRIVEN RD	2023	\$204.30
* JUNIOR GOSNELL HEIRS				
568 LEE, REGINALD W	T7-E1	227 MARKHAM RD	2023	\$5.32
574 LIPSCOMB, MARSHALL DEAN	T2-C24	JACKSON STREET EXT	2023	\$72.63
* JACOB REPASKY				
577 LITTLEJOHN, EDWARD HEIRS	T1-A11	90 PEAK ST	2023	\$427.26
576 LITTLEJOHN, EDWARD HEIRS	T4-D7	25 PEAKE ST	2023	\$248.21
626 MCDOWELL, THEODORE JR ESTATE	T8-I8	427 HOWARD ST	2023	\$375.30
626 MCDOWELL, THEODORE JR ESTATE	T8-I9	HOWARD ST	2023	\$43.26
627 MCENTIRE, CAROLE D	T10-B3	598 N TRADE STREET 176 NC	2023	\$726.72
666 MILLER, COREY L	T4-C2	27 FRED LYLES CIR	2023	\$6.62
671 MILLER, LEROY JR	T4-A5	1001 MARKHAM RD	2023	\$274.51
1614 MOUNTAIN, VIEW LODGE #4224	T11-G6	HOWARD ST	2023	\$31.82
698 MUNDAY, CARL BRADLEY TRUSTEE	T14-G2	94 MELROSE LN	2023	\$1,392.48
698 MUNDAY, CARL BRADLEY TRUSTEE	T9-A10-C04	44 JERVEY RD	2023	\$1,009.92
714 NESBITT, LILLIE BELL	T4-D12	113 PEAKE ST	2023	\$499.92
1110 NEW, TESTAMENT CHURCH OF GOD	T1-C9	JACKSON ST	2023	\$83.17
747 PACKARD, BRADFORD	T10-B41	646 N TRADE ST	2023	\$5.79
* SUNSHINE GARDENS LLC				
754 PARKER, MARY	P48-79	65 MIMOSA INN LN	2023	\$1,711.39
761 PENA, DAVID JR ET UX	T11-I10	170 E HOWARD ST	2023	\$746.29
1621 PREYER, NICOLE R	T4-A7	ASPEN ST	2023	\$98.13
1621 PREYER, NICOLE R	T4-E8	MARKHAM (OFF) RD	2023	\$81.71
1216 RFS, PROPERTIES LLC	T4-D2	530 MARKHAM RD	2023	\$361.98
1216 RFS, PROPERTIES LLC	T4-D22	HOWARD ST	2023	\$93.46
1216 RFS, PROPERTIES LLC	T4-D23	BEECH ST	2023	\$23.42
804 RHYMER, GWEN A	T7-A3	238 GRADY AVE	2023	\$400.27
1624 ROMINE, BENJAMIN	T13-E1	146 HIDDEN HILL RD	2023	\$1,192.56
870 SIMPSON, MAUDE EST	T4-A12	21 ASPEN ST	2023	\$42.06
892 STAGGS, ROBIN E	T9-C22	21 VIEWMONT ST	2023	\$757.63

893 STALEY, WANDA CARSON	T5-H23	HOWARD ST	2023	\$46.72
893 STALEY, WANDA CARSON	T5-J16	HOWARD ST	2023	\$37.05
1532 STEVENS, ASHLEY	T9-C2	689 S TRADE ST	2023	\$1,371.46
899 STEWART, LAND COMPANY LLC	T5-A6	40 WHITNEY ST	2023	\$1,223.80
914 SUBER, CHARLES A	T14-I10	155 W HOWARD ST	2023	\$438.62
919 SUBER, VIOLA W	T1-B8	LYLE (OFF) ST	2023	\$81.17
929 SWIFT, ANDREW T ET UX	T14-D15	422 LOCKHART RD	2023	\$896.66
933 TAYLOR, SARAH BILLIE	T4-D18	667 E HOWARD ST	2023	\$162.33
1632 TGI, HOMES LLC	T14-I1	151 W HOWARD ST	2023	\$345.22
943 THOMPSON, ALAN C ET UX	T11-I3	65 PALMER ST	2023	\$578.12
943 THOMPSON, ALAN C ET UX	T11-I4	83 PALMER ST	2023	\$1,030.61
943 THOMPSON, ALAN C ET UX	T11-I9	65 PALMER ST	2023	\$158.00
961 TRAKAS, NICHOLAS DIMITRI	T5-D9	31 FIRST ST	2023	\$2,221.32
962 TRAVIS, DARETT N	T5-J9	CLEVELAND RD	2023	\$23.42
1541 TWITTY, JOSHUA ET AL	T4-A24	SPRUCE ST	2023	\$39.64
1541 TWITTY, JOSHUA ET AL	T4-A45	SPRUCE ST	2023	\$100.94
985 TWITTY, MARY ANN	T4-A19	35 YOUNG ST	2023	\$273.71
986 TWITTY, MARY ANN	T4-D19	50 BEECH ST	2023	\$524.21
998 WADDELL, VIOLA J	T4-E7	908 MARKHAM RD	2023	\$32.04
1004 WALKER, PEGGY COLLIER	T5-H27	15 WOODLAND RD	2023	\$10.48
1636 WATERS, TRACY R	P36-103	150 COWAN LN	2023	\$1,579.11
1412 WHITAKER, MARK L JR	T14-A12	494 MELROSE AVENUE EXT	2023	\$55.35
*KATHLEEN SAPORITO				
1412 WHITAKER, MARK L JR	T14-A15	MELROSE AVE EXT	2023	\$127.37
1030 WHITESIDE, EDNEY ALVIN HEIRS	T8-D18	MARKHAM RD	2023	\$372.70
1042 WILLIAMS, ELLA	T7-A41	PINE ST	2023	\$66.23
1251 WINGO, WILLIE LEWIS	T2-B4	940 E HOWARD ST	2023	\$594.34
1053 WITTEN, J MICHAEL	T16-A1	HOGBACK RD	2023	\$80.51
1072 YOUNG, KEITH A	T1-D7	78 SHEPHERD ST	2023	\$638.53
1075 ZUSCHLAG, II LMTD	T8-F9	27 S TRADE ST	2023	\$4,280.32
* ALLAN CASAVANT				
1076 ZUSCHLAG, MAUREEN TRUSTEE	T8-F18	75 S TRADES ST	2023	\$2,259.64
* ALLAN CASAVANT				

***NEW OWNERS AS OF JANUARY 2024**

Agenda Item Summary Sheet



Meeting Date: February 27, 2024

Agenda Item Number: 5d

Submitted By: Jordan McKeown, Tax Collector/Billing Clerk

Attachments: 2023 Tax Advertisements for Personal Property

Topic: 2023 Tax Advertisement

Requested/Recommended Action & Motion: Review & Approve

Summary Explanation & Background:

Town Priority/Goal (Strategic Plan):

Direct Financial Impact: Yes –will be a cost of advertisement

Indirect Financial Impact: Will hopefully bring in more revenue for delinquent taxpayers

Funds Included in Current Budget: N/A

TOWN OF TRYON

ADVERTISEMENT OF PAST DUE TAXES FOR 2023 TAXES FOR ALL PERSONAL PROPERTY IN THE CITY LIMITS

Under and by virtue of the authority granted by Section 105-369 of the North Carolina Statutes, the Town of Tryon hereby advertises past due taxes for the year 2023. The amount advertised will be increased by interest and cost. The omission of interest and costs from the amount advertised will not constitute a waiver of the town's claim for these items. If these taxes remain unpaid after this advertisement is completed, the Town of Tryon will begin collection procedures set out by General Statutes 105-367 and 105-374.

As a courtesy to our taxpayers, anyone on this list who has already paid this tax as of the date of the advertisement, should contact the Town Tax Collector and a retraction will be advertised one month from the date of the original advertisement.

ACCOUNT #	TAXPAYERS NAME	TAX YEAR	BALANCE
1558	ARNDT, BRITTAIN ALLEN	2023	\$ 8.34
93	BRADY/TRAKAS ARCHITECTS PLLC	2023	\$ 7.59
1445	CAFÉ LA GAULE	2023	\$ 14.81
314	FOOTHILLS GYMNASTICS ACADEMY	2023	\$ 34.48
328	FREDRICKS DESIGN STUDIO	2023	\$ 11.96
330	FREEMAN GAS & ELEC CO OF NC	2023	\$ 41.43
1462	GARY, SHADOE	2023	\$ 299.07
1594	HOWELL, BARBARA DIANE	2023	\$ 154.87
1194	LITTLE, JAMES HENRY JR	2023	\$ 15.70
1488	LITTLJOHN, ANN GARY	2023	\$ 353.08
694	MR. JUAN'S MEXICAN RESTAURANT	2023	\$ 34.99
704	NANA'S KITCHEN	2023	\$ 33.38
735	OVERHOLT BRICK & BLOCK	2023	\$ 36.85
748	PADGETT, PENELOPE	2023	\$ 13.20
1626	SOTOMAYOR IP CONSULTING LTD	2023	\$ 7.44
1534	STUDIO 108	2023	\$ 17.36
940	TEVIS, TROY	2023	\$ 131.76
20	TRYON LOGISTICS GROUP	2023	\$ 30.11

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 5e
Submitted By: Susan Bell, Town Clerk	
Attachments: Financial Reports for January 31, 2024	

Topic: Financial Report

Requested/Recommended Action & Motion:

Summary Explanation & Background:
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Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget: N/A
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[illegible]

POLICE PENSION F U N D

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
<i>REVENUES</i>	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED
APPROPRIATION FROM FUND BALANCE	\$ 28,100			\$ 28,100	0.00%
	\$ 28,100	\$ -		\$ 28,100	0.00%
<i>EXPENDITURES & ENCUMBRANCES</i>	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
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

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
<i>REVENUES</i>	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED
POWELL BILL ALLOCATION	\$ 68,000	\$ 76,165		\$ (8,165)	112.01%
APPROPRIATION FROM FUND BALANCE	62,000			62,000	0.00%
	\$ 130,000	\$ 76,165		\$ 53,835	58.59%
<i>EXPENDITURES & ENCUMBRANCES</i>	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
OPERATING EXPENSES	\$ 130,000	\$ 17,235	\$ 850	\$ 111,915	13.91%
DEBT				-	0.00%
	\$ 130,000	\$ 17,235		\$ 111,915	13.26%
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 58,930			\$ (21,590)

FIRE FUND

						1/31/2023
						PRIOR YEAR
						ACTUAL
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	TO DATE	
PROPERTY TAXES	\$ 224,087	\$ 221,095	\$ 2,992	98.67%	\$ 199,253	
MOTOR VEHICLE TAXES	32,000	14,961	17,039	46.75%	12,925	
TOWNSHIP TAX REVENUE	417,500	396,679	20,821	95.01%	359,996	
LAKE LANIER TAX REVENUE	85,000	59,000	26,000	69.41%	48,500	
TAX DISCOUNTS	(2,800)	(2,095)	(705)	74.82%	(2,191)	
OTHER REVENUE		5,501	(5,501)	0.00%	558	
CHRISTMAS PARADE		4,441	(4,441)	0.00%	3,485	
LOAN PROCEEDS	12,307					
FEMA GRANT MONEY	252,351	185,745				
GRANT MONEY					45,000	
INVESTMENT EARNINGS	2,000	53				
LOCAL CONTRIBUTIONS		800				
FUND BALANCE APPROPRIATION	17,665		17,665	0.00%		
	\$ 1,040,110	\$ 886,180	\$ 73,870	85.20%	\$ 667,526	
						1/31/2023
						PRIOR YEAR
						ACTUAL
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	TO DATE
PERSONNEL & OPERATING EXPENSES	\$ 720,834	\$ 509,225	\$ -	\$ 211,609	70.64%	\$ 403,932
CAPITAL EQUIPMENT	\$ 277,276	\$ 194,000				
DEBT	42,000			42,000	0.00%	37,512
	\$ 1,040,110	\$ 703,225		\$ 253,609	67.61%	\$ 441,444
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 182,956				\$ 226,082

HARMON FIELD F U N D

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
REVENUES					
MOTOR VEHICLE TAX	\$ 14,000	\$ 7,909	\$ 6,091	56.49%	\$ 7,744
TOWNSHIP TAX	207,500	183,428	24,072	88.40%	188,205
RENTAL	10,000	4,320	5,680	43.20%	3,449
USAGE	20,000	16,293	3,708	81.46%	16,495
OTHER		3,000	(3,000)	0.00%	928
HORSE SHOW FEES	17,000	15,135	1,865	89.03%	15,395
APPROPRIATION FROM FUND BALANCE	41,358		41,358	0.00%	
POLK COUNTY GRANT	68,650	68,650	-	100.00%	
TRANSFER IN-TOT	108,650	78,650	30,000	72.39%	
INVESTMENT EARNINGS		586			
LOAN PROCEEDS	23,625	23,625	0	100.00%	
LOCAL ORGANIZATION GRANTS	28,000	3,000	25,000	10.71%	
DISCOUNTS	(500)				
	\$ 538,283	\$ 404,595	\$ 134,774	75.16%	\$ 232,216
					1/31/2023 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
PERSONNEL & OPERATING EXPENSES	\$ 278,000	\$ 183,822		\$ 94,178	66.12%
DEBT		445		(445)	0.00%
HORSE SHOWS	17,000	6,899			
CAPITAL OUTLAY	219,658	143,350			
CAPITAL EQUIPMENT	23,625	28,034			
	\$ 538,283	\$ 362,549		\$ 93,733	67.35%
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 42,046			\$ 189,887
					\$ 42,329

TOURISM F U N D

					1/31/2023	
					PRIOR YEAR	
REVENUES	CURRENT BUDGET	ACTUAL TO DATE		UNCOLLECTED TO DATE	Y-T-D % COLLECTED	ACTUAL TO DATE
OCCUPANCY TAXES	\$ 28,000	\$ 12,858		\$ 15,142	45.92%	\$ 16,825
APPROPRIATION FROM FUND BALANCE	7,500			7,500	0.00%	
	\$ 35,500	\$ 12,858		\$ 22,642	36.22%	\$ 16,825
						1/31/2023
						PRIOR YEAR
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	\$ 35,500	\$ 18,206	\$ -	\$ 17,294	51.29%	\$ 16,211
				-	0.00%	
	\$ 35,500	\$ 18,206		\$ 17,294	51.29%	\$ 16,211
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ (5,349)				\$ 614

WATER & SEWER FUND

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
REVENUES					
WATER CHARGES	\$ 1,192,200	\$ 774,620	\$ 417,580	64.97%	\$ 656,667
SEWER CHARGES	496,000	317,089	178,911	63.93%	262,670
COLUMBUS & SALUDA EMERGENCY WATER LINE	56,390	5,084	51,306	9.02%	
OTHER		(284)	284	0.00%	
INVESTMENT EARNINGS	3,900	-			
LOAN PROCEEDS	115,000				
APPROPRIATION FROM FUND BALANCE	40,000		40,000	0.00%	
	\$ 1,903,490	\$ 1,096,510	\$ 688,080	57.61%	\$ 919,337
					1/31/2023 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
DISTRIBUTION	\$ 464,385	\$ 194,992	\$ -	\$ 269,393	41.99%
WATER PLANT	533,841	341,898	-	191,943	64.04%
SEWER PLANT	368,819	209,599	-	159,220	56.83%
COLLECTIONS	228,589	109,212	-	119,377	47.78%
DEBT	307,856	28,022		279,834	9.10%
Debt-GAAP offset					
CONTRIBUTION TO FUND BALANCE	-			-	0.00%
.	\$ 1,903,490	\$ 883,724		\$ 1,019,766	46.43%
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 212,786			\$ 140,269

WATER METER FUND

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
REVENUES					
AUTOMATED METER FEES	38,000	26,425	11,575	69.54%	
INVESTMENT EARNINGS	4,000	3,620	380	90.49%	
APPROPRIATION FROM FUND BALANCE	25,000		25,000	0.00%	
	\$ 67,000	\$ 30,045	\$ 36,955	44.84%	\$ -
					1/31/2023 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
AUTOMATED METER FEES	67,000	42,113		24,887	62.86%
.	\$ 67,000	\$ 42,113		\$ 24,887	62.86%
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ (12,068)			\$ -

BRAEWICK SEWER REHAB PROJECT

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
ARP AMERICAN RESCUE PLAN GRANT	1,643,397	193,931	1,449,467	11.80%	
STATE REVOLVING LOAN PROCEEDS	1,612,355	30,600	1,581,755		
LOCAL FUNDS (W/S)	20,000				
	\$ 3,275,752	\$ 224,531	\$ 3,031,222	6.85%	\$ -
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	1/31/2023 PRIOR YEAR ACTUAL TO DATE
CONSTRUCTION REHAB	3,064,468			3,064,468	0.00%
PROF. SERVICES, ENGINEERING	191,284	81,067		110,217	
LOAN CLOSING FEES	20,000				
.	\$ 3,275,752	\$ 81,067		\$ 3,174,685	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 143,464			\$ -

W A T E R MAPPING PROJECT

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
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	1/31/2023 PRIOR YEAR ACTUAL TO DATE
PROF. SERVICES, ENGINEERING	254,500	93,960		160,540	36.92%
.	\$ 254,500	\$ 93,960		\$ 160,540	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ (52,520)			\$ -

SEWER MAPPING PROJECT

					1/31/2023	
					PRIOR YEAR	
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	ACTUAL TO DATE	
ARPA AMERICAN RESCUE GRANT	261,500	116,665	144,835	44.61%		
	\$ 261,500	\$ 116,665	\$ 144,835	44.61%	\$ -	
					1/31/2023	
					PRIOR YEAR	
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT	ACTUAL TO DATE
PROF. SERVICES, ENGINEERING	261,500	123,220		138,280	47.12%	
.	\$ 261,500	\$ 123,220		\$ 138,280	47.12%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ (6,555)				\$ -

S ANITATION F U N D

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
SANITATION CHARGES	\$ 278,395	\$ 163,848	\$ 114,547	58.85%	\$ 134,121
OTHER REVENUES	450	1,808	(1,358)	401.86%	416
SOLID WASTE	650	315	335	48.43%	295
INTERFUND TRANSFER FROM GF			-	0.00%	
	\$ 279,495	\$ 165,971	\$ 113,524	59.38%	\$ 134,831
					1/31/2023 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
PERSONNEL & OPERATING EXPENSES	\$ 266,642	\$ 150,900	\$ -	\$ 115,742	56.59%
DEBT	12,853			12,853	0.00%
Debt-GAAP Offset					
CONTRIBUTION TO FUND BALANCE				-	0.00%
	\$ 279,495	\$ 150,900		\$ 128,595	53.99%
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 15,071			\$ (24,535)

GRANT FUND

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
ARP FUNDS			\$ -	0.00%	\$ 257,348
	\$ -	\$ -	\$ -	0.00%	\$ 257,348
					1/31/2023 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
TRANSFER OUT			\$ -	\$ -	0.00%
	\$ -	\$ -		\$ -	0.00%
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ -			\$ 257,348

CULTURAL & RECREATION FUND

					1/31/2023 PRIOR YEAR ACTUAL TO DATE
REVENUES	CURRENT BUDGET	ACTUAL TO DATE	UNCOLLECTED TO DATE	Y-T-D % COLLECTED	
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%	\$ -
					1/31/2023 PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES	CURRENT BUDGET	EXPENDITURES TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	Y-T-D % SPENT
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	\$ 3,275,752
WATER MAPPING PROJECT	\$ 254,500
SEWER MAPPING PROJECT	\$ 261,500
SPECIAL PROJECT FUNDS	\$ 3,791,752

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 5f
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.
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Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:
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TOWN OF TRYON
GRANT STATUS REPORT
JANUARY 1, 2023 THRU JANUARY 31, 2024

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
Open Air Gym Improvements	Harmon Field	25		\$2,000		TRYON ROTARY CLUB	AWARDED
Open Air Gym Improvements	Harmon Field	25		\$30,000		TOWN OF TRYON	AWARDED
Open Air Gym Improvements	Harmon Field	25				DELARRA FOUNDATION \$2500 REQUEST	PENDING FOUNDATION APPROVAL
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		\$0	\$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
Electric Charging Station at Depot Park	General	10		\$2,500		TDDA	
Electric Charging Station at Depot Park	General	10		\$2,500		TOURISM BOARD	
Saluda Grade Trail	General	10		TBD	\$0	FEDERAL GOVERNMENT COMPENSATION	PENDING
SAFE Grant (3-year salary/benefits for firefighter)	Fire Dept	20		\$0	\$0	FEMA	NOT APPROVED
Paving Access Roads/Parking Lots at Harmon Field	Harmon Field	25		\$137,300		POLK COUNTY AND TOWN OF TRYON \$68.650 EACH	APPROVED BY COUNTY AND TOWN
Harmon Field Maintenance Improvements	Harmon Field	25		\$10,000		TOWN OF TRYON \$10,000 GRANT TO HARMON FIELD	APPROVED BY TOWN 09/19/23
Grant Writer Consultant Grant	Harmon Field	25		\$30,000	\$0	NCLM	APPROVED
Master Plan Engineering Consultant	Harmon Field	25		\$0	\$0	NCLM	FUNDING PROGRAM CANCELLED BY NCLM
Open Air Gym Improvements	Harmon Field	25		\$2,500		DALLARA FOUNDATION	APPROVED
Open Air Gym Improvements	Harmon Field	25		\$10,000		DOMINION ENERGY	PENDING
Open Air Gym Improvements	Harmon Field	25		\$500		DUKE ENERGY	PENDING
TOTAL ALL GRANTS				\$6,688,339			
SUMMARY OF GRANTS RECEIVED BY FUND							
WATER AND SEWER FUND				\$6,161,189	92.1%		
TRYON FIRE DEPARTMENT				\$252,350	3.8%		
HARMON FIELD				\$247,300	3.7%		
DOWNTOWN				\$27,500	0.4%		
				\$6,688,339	100.0%		

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 5g
Submitted By: Meg Rogers/Jerry Soderquist	
Attachments: Harmon Field Board Minutes & Tryon Cemetery	

Topic: Minutes from Harmon Field Board & Tryon Cemetery
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Requested/Recommended Action & Motion:

Summary Explanation & Background: Harmon Field & Tryon Cemetery 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:
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MINUTES OF THE HARMON FIELD BOARD OF SUPERVISORS MEETING
Tuesday, January 2, 2024

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; Brad Gordon, Harmon Field Superintendent; and Meg Rogers, Town Secretary/Cashier

Approve Minutes from December 5, 2023 regular meeting

The Minutes from the December 5, 2023 regular meeting of the Harmon Field Board of Supervisors were reviewed. Watson made a motion to approve the Minutes from the regular meeting on December 5, 2023 as presented. Dunn seconded the motion. Motion was approved by a vote of 4 to 0.

Approve Financial Reports for December 2023

The December 2023 Harmon Field financial report was presented by Fatland. According to the report, Harmon Field had received \$349,805.13 (64.99%) of its amended annual budgeted revenues for Fiscal Year 2023-2024. Total Operating expenditures were \$171,090.46 (58.00%) and Capital expenditures totaled \$171,383.68 (70.45%) for FY 2023-2024. Total Expenditures were \$342,474.14 (63.62%) of amended annual budgeted expenditures for FY 2023-2024 leaving a fund balance of \$123,897.02 as of December 31, 2023.

Fatland noted that a Capital section had been added to the financial report to include expenditures for Capital Outlay and Capital Equipment. With clarification of which expenses were operating expenses it would be easier to show the County that current Harmon Field special tax district rates were not sufficient to cover operating costs. Fatland reported that County Manager Marsh Pittman had agreed to support a tax rate increase for Harmon Field in the FY 2024-2025 County budget. When renovations and improvements were complete at the open-air gym, usage revenues would increase. However, grant funding and private donations were needed for facility improvements. Fatland reported that the North Carolina League of Municipalities (NCLM) offered up to \$10,000 grants to municipalities to use to apply for other grant funding. The NCLM grant could be used for engineering costs and cost for updating the Harmon Field Master Plan to prepare Harmon Field to compete for larger grants. Larger grants were needed because past maintenance had been insufficient. Harmon Field was now using fund balance for operations which was not sustainable without an increase in the Harmon Field Tax rate. Fatland reported an 8% deficit in the Harmon Field operating budget. Current staff for the slower winter season had been reduced to one full-time worker (Gordon) and one part-time worker for six months to temporarily reduce expenses.

Watson stated that adding the light timers should save staff time and reduce labor costs over the long term. Light timer costs for both soccer fields and tennis courts would be \$10,000. Light timer for only the tennis courts would cost around \$550. Rotary Club had donated \$2,000 to Harmon Field. The donation was used to add more picnic tables around Harmon Field. The Town of Tryon provided a \$10,000 grant to Harmon Field for mulching the Harmon Field playground and installing the new concession stand cover which would be installed after the holidays with volunteers helping. Watson asked when the draft FY 2024-2025 budget for Harmon Field had to be submitted to Polk County? Fatland responded that the County asked for draft budgets by mid-April and recommended discussing a draft budget for Harmon Field at the March 2024 meeting. Town and County budgets were usually approved by June of each year. Fatland had contacted the Dallara Foundation to request a \$5,000 grant for the open-air gym renovation project. Polk County Community Foundation had awarded a grant of \$25,000 and the Town of Tryon had allocated \$30,000 for Harmon Field.

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

Redefining Park Operating Hours

Gordon reported that state parks limited operating hours to daylight hours only and offered no lighting after dark. Gordon recommended redefining Harmon Field operating hours to dawn to dusk. Watson asked if park users would be required to leave the park at dusk? Gordon stated that some users wanted lights provided after dark for playing facilities at no charge because, according to the current operating hours, the park is technically open after dark. Setting a closing time at dusk would eliminate the issue. Existing security lighting at Harmon Field was insufficient for safety. Watson and Covil were against changing operating hours to close at dusk. Watson asked staff to find out how much Harmon was spending for each electric meter and determine which meters were truly needed and which could be turned off and removed. Gordon was directed to work with Town Clerk Susan Bell to determine which meters matched which lights at Harmon Field. This information would be important in determining which meters would benefit from timers and costs per hour incurred when lights were on. Gordon reported lots of complaints from the tennis court users when the light switchbox was locked. However, tennis court lights were often left on overnight, possibly by players using the lights for the adjacent soccer field. Gordon had invited the tennis players to come to the Harmon Field Board of Supervisors meeting to discuss the issue with the Board, but none of them came to the meeting.

Covil made a motion to approve funds up to \$15,000 from Harmon Field fund balance to buy and install light control timers as soon as possible. Watson seconded the motion. Motion was approved by a vote of 4 to 0.

Watson made a motion to keep Harmon Field operating hours unchanged. Dunn seconded the motion. Motion was approved by a vote of 4 to 0.

Watson asked Gordon about signage at the tennis courts for inform users when the courts were reserved for exclusive use. Gordon was working with Tryon Arts & Crafts School (TACS) to set up a big event bulletin board on site.

Equestrian Facility Update

Dunn reported that schooling shows wanted to reserve the Harmon Field equestrian facility on March 2, 2024 and June 29, 2024 if they have equipment to keep the rings in good condition. It was suggested that a dry hydrant be installed at Harmon Field with assistance for Tryon Fire Department to load a sprayer truck. Permission would be required from the State of North Carolina to put in a dry hydrant that would pull water from the Pacolet River and a strong pump would be needed to draw the water through the dry hydrant. It was recommended that the horse show administrator could rent a water sprayer truck from Lewis Pack with an extra charge if Harmon Field staff had to drive the water sprayer truck. Current daily facility rent was \$550 plus \$40 per stall. Rent for Pack's water sprayer truck +/- staff driver fee could be added to the rental agreement. Dunn would check with Pack for a firm rent rate for his truck. Gordon was asked about the status of the old sprayer that was used for the soccer fields and Gordon was not sure it was operational. It was noted that the meter used to measure the amount of water taken from the hydrant at the gravel parking lot near Tryon Arts & Crafts School (TACS) was not measuring accurately and the hydrant between the tennis courts and TACS leaked and would flood the TACS metal working classroom foundation if used. In the past the water for spraying the rings was included in the rental fee. Now the horseshow renter needed to pay for the water used. Dunn stated that she needed Gordon or Harmon Field staff to show the horse show renter how to use the water truck and available hydrants correctly. Repairing the existing show ring sprinkler system was discussed briefly, but was not feasible or recommended. Tryon International Equestrian Center (TIEC) had problems with their similar sprinkler system and stopped using it.

Park Superintendent's Report

Harmon Field Park Superintendent Gordon had provided a printed report.

- Facebook complaints had mentioned lack of Christmas lights at Harmon Field, but renters of the Harmon Field cabin loved the cabin decorations. The nutcrackers provided by Fatland and the table cloths were very popular.
- Relocation of the Harmon Field staff offices back to the Harmon Field maintenance building was complete. Only a few pieces of equipment were still at the little shed. All the office stuff from the upstairs at the gym had been moved to the maintenance building. A microwave would be purchased for the staff to use at the maintenance building.
- Gordon was working on a two-month schedule to get ready for spring

Update on Open Air Gym

Gordon reported that he spoke with the Public Works Director two weeks ago and the contractor, Champion, started replacing the siding on the side facing the parking lot, but

had not returned to complete the work. Gordon reported that kids were climbing around in the damaged gym room. Watson reported that during the heavy rains over Christmas week the rain downspouts at the gym at the center of the side facing the school buildings was overflowing and the resultant stream of water was undercutting the concrete foundation at that location. The corner rain downspout was okay.

Other

Addition of Lights for Soccer Fields – Steve King told the Board that he had often turned off the tennis court lights at Harmon Field when they were left on at 8 pm and soccer players on the nearby field had complained and were hostile to him. He asked if Harmon Field would consider adding lights specifically for the soccer fields. Options for paying for soccer lighting were discussed and included paid reservations, local sponsor to pay for lights and timer systems. Gym light controls were in the locked offices upstairs in the gym and required a paid reservation to use.

Horse Show Camper Fees – The \$30 per month cost to keep the camper hookup electric meters active in Hog Heaven and the equestrian facility was discussed. Dunn asked if the camper fees for horse show participants needed to be increased from \$45 per night. TIEC charged \$80 - \$100 per night for their camping facilities, but offered more amenities like community showers, etc. Dunn recommended increasing horse show camping fees for 2024 to \$50 per night.

Next Meeting Date

The next meeting was scheduled for Tuesday, February 6, 2024, 5:30 pm at Tryon Town Hall, McCown Council Meeting Room. Warren Eadus of Quibble Engineering would be making a presentation on the streambank restoration project at Harmon Field at the February meeting.

Adjourn

Meeting was adjourned by Vice-Chairman Watson at 6:20 pm.

Submitted By:

Approved:



**Meg Rogers, substituting for
Miguel Santibanez
Secretary-Treasurer**



**Stephen Nelon
Chairman**

Tryon Cemetery Commission

Meeting Agenda

Monday, Jan. 22, 2024

9:30 AM Tryon Town Hall

Agenda

Tryon Cemetery Commission:

Discussion of a proposed project. Thanks to Gary DeRemer, we have a photo of most markers that are in need to be straighten (14) and a photo of each marker that needs repair. (13). With our list of markers that need straightening and repair, we can get a cost estimate for this work from a contractor on this special work.

The discussion should include a new cemetery entrance design with a more up to date informative sign.

Clarification: Pending donations to the cemetery should be made to the Tryon Cemetery Commission. We are currently aware of three inquires about donations to the cemetery.

We need a development plan and schedule for the next two, ten and twenty years. Since the cemetery property is near capacity additional property including a Memorial Garden should be a priority.

In 2024 the Cemetery will have a 125-year anniversary. How should we celebrate this special occasion? Need more ideas!

Tryon Archival Research Center:

Tryon Cemetery Commission was established 1899. In smaller communities it is a common practice to assign historic record keeping to the local Cemetery Commission. The Tryon Archival Research Center, our affiliate of the Tryon Cemetery Commission, is our record keeping

facility. Our new database, ROOTSMAGIC, might be best described as Tryon's Digital History Including Genealogy of People and Places.

Archives and Cemetery Web Site. Our early web site is currently "dormant" and needs a new update and redesign. Our web site manager is EMERGE Multimedia. Note: we now have over 900 + pictures to post in the gallery and on the media page of Roots Magic. We will continue to use the email address **archives@tryon.org**.

Cost estimate for website update and redesign is \$3,000. In the future it could include an extra cost for social media and video production.

Meeting Schedule: Date of next meeting and adjourn.

AGENDA ITEM

DATE: February 20, 2024

TO: Tryon Mayor and Board of Commissioners

FROM: Jim Fatland, NCCLGFO, DPFO, Town Manager

SUBJECT: FY 24-25 Budget Calendar and Town Board Work Sessions

BACKGROUND: Annually during the budget process, a calendar is approved by the Town Board of Commissioners to ensure goals and objectives are met in preparation of the budget. This year, staff is recommending a Budget Work Session be held early in the process to discuss an update to the Capital Improvement Plan and plans on implementation. The CIP was adopted by the Town Board in March 2020.

In addition, management recommends that a series of public input sessions be held to solicit comments from the community on current operations, programs and projects.

RECOMMENDATION: Approve FY24-25 Budget Calendar and Town Board Work Sessions to ensure Mayor and Town Board of Commissioners objectives are met.

- Work Session #1, Friday, March 22, 2024 Capital Improvement Plan
- Work Session #2, Friday, May 31, 2024 Proposed FY24-25 Budget
- Work Session #3, Friday, June 7, 2024 Proposed FY24-25 Budget (if necessary)

**TOWN OF TRYON
BUDGET CALENDAR
FISCAL YEAR 2024-2025**

FEBRUARY 19	DISTRIBUTE BUDGET FORMS TO DEPARTMENTS
MARCH 5	HFBS DISCUSSION ON PROPOSED FY25 BUDGET
MARCH 10	BUDGET FORMS DUE FROM TOWN DEPARTMENTS
MARCH 15	FIRE DEPARTMENT BUDGET DUE TO COUNTY & FRAC
MARCH 22	TOWN COMMISSIONER BUDGET WORK SESSION #1 -CAPITAL IMPROVEMENT PROGRAM -UPDATE FROM TOWN ENGINEERS
APRIL 2	HFBS ADOPTS FY25 BUDGET
APRIL 5	HFBS BUDGET DUE TO COUNTY
MAY 21	MANAGER PRESENTS BUDGET TO TOWN COMMISSIONERS
MAY 31	TOWN COMMISSIONER BUDGET WORK SESSION #2
JUNE 7	TOWN COMMISSIONER BUDGET WORK SESSION #3 (IF NECESSARY)
JUNE 18	PUBLIC HEARING ON FY2024-2025 BUDGET
JULY 1	FIRST DAY OF FISCAL YEAR

DATE: February 20, 2024

TO: Mayor and Tryon Board of Commissioners

FROM: Jim Fatland, Town Manager, NCCLGFO, CPFO

SUBJECT: Professional Engineering Services for Lake Lanier Dam Rehab Project

BACKGROUND: As you know, I have been working with SCDHEC Dam Safety Program on Lake Lanier Dam. A meeting was held on June 8, 2023 at the Depot Community Room with SCDHEC along with representatives of the Army Corps, SCDOT, NCDEQ, Town of Tryon, CDM Smith Engineers and Cranston Engineering.

I have continued my communication with SCDHEC and have been apprised of the following.

- FEMA will be providing grants for dam safety projects along with the Bipartisan Infrastructure Law at the State Level.
- SCDHEC will be making applications with FEMA and SC Emergency Management with the Bipartisan Infrastructure Law. Deadline for states is February 29, 2024.
- Since Lake Lanier is in SC, we have been approved to submit applications to the above-mentioned agencies
- As requested by SCDHEC, I attended SC FEMA Grant Training Classes in Columbia SC on September 20, 2023

SCDHEC Dam Safety is informing owners and operators of state-regulated High Hazard Potential Dams (HHPDs) that the Federal Emergency Management Agency (FEMA) released its Notice of Funding Opportunity (NOFO) for the Federal Fiscal Year (FFY) 2024 HHPD grant cycle on November 6, 2023.

SCDHEC intends to apply for this grant opportunity as the State Administrative Agency (SAA) for South Carolina. This year's grant presents a significant increase in the federal government's effort to investment in projects to reduce the risk posed by High Hazard Potential Dams across the country. The Infrastructure Investment and Jobs Act (also known as the Bipartisan Infrastructure Law) infused **\$585 million dollars** into the program, which FEMA will release over 3 grant cycles, with **\$185,120,000** investment in dam safety to be spread amongst the states this year. South Carolina will not know our allotment of the investment until FEMA receives all state applications, reviews the states' lists of eligible dam, and allocates the total funds based on a pre-established formula (see NOFO at link above for more information).

Before SCDHEC can begin accepting applications for sub-awards the State must apply for and receive a grant award from FEMA. Following receipt of the FEMA award, SCDHEC will issue its own Notice of Funding Opportunity, which will represent the start of the sub-award application period. An estimated schedule for the FY2024 HHPD grant cycle is shown below:

- February 29, 2024 – Deadline for grant applications by the states to FEMA
- April 2024 (est) – FEMA notifies SCDHEC of its grant award
- May 2024 (est) – SCDHEC issues a Notice of Funding Opportunity* and begins accepting sub-award applications
- July 2024 (est) – SCDHEC deadline for sub-award applications
- August 2024 (est) – SCHDEC submits proposed sub-awards to FEMA for approval
- October 2024 (est) – FEMA approval of proposed sub-awards
- December 2024 (est) – DHEC executes sub-awards (i.e., funds become available)

The Town of Tryon retained Cranston Engineering to prepare a report on Lake Lanier Dam Assessment. The report was completed in March 2021. One of the FEMA grant application requirements to be completed is Lake Lanier Dam Alternatives Analysis. Cranston Engineering has submitted a proposal to the Town for consideration. This analysis will help the Town in determining the best means of making improvements to the dam so to address identified in the Lake Lanier Dam Assessment Report previously completed by Cranston Engineering.

The Town Board of Commissioners, at their regularly scheduled meeting on January 16, 2024, approved hiring Cranston to prepare Lake Lanier Dam Alternatives at a cost not to exceed \$76,720.

Also at the January 16, 2024 Town Board Meeting, staff recommendation to request a proposal from SDG Engineering to prepare the Grant Application Program Management Services for FEMA Funds from SCDHEC for the Lake Lanier Dam Rehab Project.

RECOMMENDATION: Approve proposal (Task Authorization No. 9) from SDG Engineers to prepare grant application program management services for FEMA funds from SCDHEC at a cost not to exceed \$66,500

FISCCAL IMPACT: Source of funds is Water & Sewer Fund Balance Appropriation

TASK AUTHORIZATION
**(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 9 (TA9)

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. Project

The Project is generally described as follows:

Lake Lanier Grant Application Program Management

SDG understands that the Client is interested in pursuing a High Hazard Potential Dam (HHPD) Grant from the South Carolina Department of Health and Environmental Control (SCDHEC) for the rehabilitation of the Lake Lanier Dam (Dam). This Project is primarily to provide professional engineering grantsmanship services to prepare the HHPD grant for submission to the SCDHEC by the due date of July 1, 2024. The due date of July 1, 2024, is described in Exhibit A.

II. Scope of Services

Consistent with the Standard of Care, SDG shall perform the Services outlined below.

Task 1: Initial Assessment

Task 1 will involve discussions with the Client, engineering consultants (especially Cranston Engineers), and SCDHEC staff to understand the Client's overall objective and what has already been accomplished. SDG understands that the Client has retained Cranston Engineers to perform an Engineering Assessment and Alternative Analysis for the Dam.

Subtask 1.1—Preliminary Investigation:

Review the January 3, 2024, email to Mr. Jim Fatland by Mr. John McCain, P.E., Section Manager, Dam Safety Program, SCDHEC.

- a. Review Mr. McCain's January 3, 2024 email and the three attachments.
- b. Gain a deeper understanding of the schedules provided by Mr. McCain in the January 3rd email.
- c. Discuss the three attachments to the January 3rd email and other relevant documents with DHEC to fully understand the procedures involved with DHEC's program to provide funding opportunities for the Dam.

Subtask 1.2—Document Review:
Review relevant engineering studies on the Dam.

- a. *Semi-Quantitative Risk Analysis (SQRA)*, by CDM Smith (not yet completed), being prepared under the auspices of DHEC. SDG will only review the information pertaining to Lake Lanier in this document.
- b. Engineering Assessment of Lake Lanier Dam, a report prepared by Cranston Engineering in March 2023.
- c. Alternatives Analysis for the Rehabilitation of the Dam, by Cranston (not yet completed).
- d. Any other pertinent engineering study on the Dam in the Client's possession.

Deliverables:

SDG shall prepare the following deliverables with Task 1:

- A memorandum summarizing the assessment and the steps necessary to complete the HHPD Grant Application on schedule. The memorandum will include a Gantt Chart to determine the critical path for successfully completing the Grant application by the deadline.
- The memorandum will be completed within thirty days of receipt of the executed TA9 in accordance with Section V.

Task 2: Grant Application

Task 2 will consist of completing the HHPD grant application. The requirements of the application are presented below.

- A. Completed Application Form
- B. Eligibility Narrative
- C. Project Narrative
- D. Plan to advance the Project to final design
- E. Project Milestones
- F. Detailed Budget—Cranston Engineers shall provide SDG with their Preliminary Opinion of Probable Construction Costs (POPCC) for the rehabilitation of the Dam in accordance with their Alternative Analysis for the Rehabilitation of the Dam.
- G. Procurement Policy
- H. Description of Match (drafted by SDG and signed by the Town of Tryon)
- I. Match Commitment Letter (drafted by SDG and signed by the Town of Tryon)
- J. Extension Request for Local Hazard Mitigation Plan (The Local Hazard Mitigation Plan is not included but can be created for an additional fee; refer to Section III.)
- K. Extension Request for Floodplain Management Plan or the Dam Floodplain Management Plan (SDG will provide an extension request. It is assumed the Town of Tryon already has a Floodplain Management Plan. The Floodplain Management Plan is not included but can be developed by SDG for an additional fee; refer to Section III.)

- L. Complete Environmental and Historic Preservation Checklist. This proposal is based on completing this Task utilizing publicly available information. (Refer to Section III on this topic.)
- M. Signed Statements of Assurance/Certifications

III. What is not included in the Scope of Services

The following items are NOT included in the Scope of Services for this TA9:

- 1. Procurement Process for the Selection of the Design Engineer: It is recommended that the Client wait until they receive notice of the grant award from SCDHEC before proceeding with the procurement process to select the Design Engineer to rehabilitate the Dam.
- 2. Local Hazard Mitigation Plan: The development of a Local Hazard Mitigation Plan to incorporate Dam risks is required within one year of winning the grant. This proposal does not include the development of this Local Hazard Mitigation Plan.
- 3. Floodplain Management Plan: It is assumed that the Town of Tryon already has a Floodplain Management Plan. This proposal does not include the development of a Floodplain Management Plan for the Town of Tryon.
- 4. The development of specialized historic, endangered species, wetland, and environmental assessments if there is insufficient readily available public documentation that will satisfy the requirements of the HHPD application.
- 5. Application Fees

If the Client wishes SDG to complete any of the above out-of-scope services, please communicate this with SDG. An Amendment to this TA9, or a separate Task Authorization, can be prepared for the Client's approval.

IV. Subconsultants / Subcontractors

In performing the Services, SDG anticipates utilizing the following subconsultants or subcontractors:

- Dewberry

V. Schedule for the Services

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

The deadline for submission of the HHPD application is July 1, 2024. In order for the application to be submitted by July 1, 2024, the following schedule must be met. SDG's commitment to meeting the July 1, 2024, deadline is directly contingent upon the schedule presented in Table 1 being met. Missing any one of the dates presented below will render the commitment to meet the July 1, 2024, deadline in this TA9 void.

Meeting the July 1, 2024, deadline is also contingent on the following:

- The Town already has an approved Floodplain Management Plan.
- Documentation regarding specialized historic, endangered species, wetlands, and environmental assessments, as required by the HHPD application, is readily available in the public domain.

Table 1: Schedule

EVENT	DATE	COMMENTS
SDG Engineering receives executed Task Authorization No. 9	No later than February 12, 2024	This Task Authorization No. 9 (TA9) will not commence until SDG Engineering has received the executed TA9.
Complete Task 1	Within thirty days of the receipt of the executed TA9.	This Task should be completed by March 13, 2024, assuming SDG receives executed TA9 by February 12, 2024.
Complete Task 2	The time allotted for SDG to complete the application is from March 13 to June 30.	Completing the application in this time frame depends on SDG promptly receiving the information requested from the Town of Tryon.
Submit the HHPD grant application to SCDHEC	July 1, 2024	Deadline is July 1, 2024

VI. Compensation

Client shall compensate SDG for the Services rendered on a Cost Plus basis as follows:

	<u>Cost Plus Basis Range of the Estimated Fees</u>
1. Tasks 1 and 2—Dewberry:	\$40,000 to \$56,500
2. Project Management Services and General Oversight: Kurt Wright, P.E., President, SDG Engineering, Inc.	\$ 5,000 to \$10,000
3. Recommended Budget for Services Rendered:	\$45,000 to \$66,500

- The above Fees are estimates and presented as a range.
- Refer to Exhibit B for a breakdown of the estimated Fees.
- The above Fees are not a Lump Sum.
- The above Fees are not an Hourly Not to Exceed (HNTE).
- Only the labor and expenses incurred on the Project will be billed.

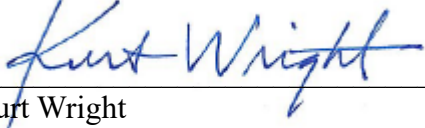
VII. Modifications to Master Agreement (If Any)

The Master Agreement is modified as follows: None

This Task Authorization is effective as of the ____ day of February 2024.

SDG ENGINEERING, INC.

TOWN OF TRYON, NORTH CAROLINA

By: 
Kurt Wright
Its: President

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 timeline in Mr. John McCain's December 29, 2023, email to Mr. Jim Fatland is presented below. The deadline for submitting the HHPD application is July 1, 2024.

DATE	EVENT
February 2024	DHEC grant application submitted to FEMA
April 2024	FEMA grant award to DHEC
May 2024	DHEC issues its Notice of Funding Opportunity and begins accepting grant applications from Dam Owners
July 1, 2024	Application Deadline
July 15, 2024	Initial application screening completed by DHEC, list of finalists created, meeting of review panel
July 20, 2024	Review panelists rank applications on the "Finalists List," sub-award decisions made
July 31, 2024	DHEC submits amended grant application with proposed sub-awards to FEMA for approval
October 2024	FEMA approves amended grant app and proposed sub-awards, notice of approval received in ND grants
January 2025	DHEC executes sub-awards

EXHIBIT B

Breakdown – Estimated Level of Effort A

Title --->	Market Leader/ National Expert	Team Leader/ Lead Engineer	Project Manager/ Sr. Engineer	Project Engineer	Subtotal Hours
Team --->	Jeff Wing, P.E.	Andrea Hayden	(TBD)	(TBD)	
Hourly Rate --->	\$305.00	\$250.00	\$195.00	\$135.00	
Task 1		10	10		20
Task 2					
2.1 On site reconnaissance	4	8	8		20
2.2 Three in person meetings in Tryon		24			24
2.3 Three Virtual Meetings		3	3		6
2.4 Completing all the elements of the Grant Applications	4	40	120	40	204

Summary

Subtotal - Hours	8	85	141	40	274
Subtotal - Fee	\$2,440	\$21,250	\$27,495	\$5,400	\$56,585
TOTAL FEE					\$56,585
ROUNDED FEE					\$56,500

EXHIBIT B

Breakdown – Estimated Level of Effort B

Title --->	Market Leader/ National Expert	Team Leader/ Lead Engineer	Project Manager/ Sr. Engineer	Project Engineer	Subtotal Hours
Team --->	Jeff Wing, P.E.	Andrea Hayden	(TBD)	(TBD)	
Hourly Rate --->	\$305.00	\$250.00	\$195.00	\$135.00	
Task 1		10	10		20
Task 2					
2.1 On site reconnaissance	4	8	8		20
2.2 Three in person meetings in Tryon		24			24
2.3 Three Virtual Meetings		3	3		6
2.4 Completing all the elements of the Grant Applications	2	20	70	25	117
Summary					
Subtotal - Hours	6	65	91	25	187
Subtotal - Fee	\$1,830	\$16,250	\$17,745	\$3,375	\$39,200
TOTAL FEE					\$39,200
ROUNDED FEE					\$40,000

AGENDA ITEM

DATE: February 20, 2024

TO: Tryon Mayor and Board of Commissioners

FROM: Jim Fatland, Town Manager
Tim Daniels, Planning/Zoning Director

SUBJECT: Joint Committee for Town of Tryon/TDDA

BACKGROUND: The Town of Tryon and Tryon Downtown Development Association (TDDA) recently completed the recruitment of a new Downtown Executive Director. This position will report directly to the Town's Planning/Zoning Director. The TDDA office has been relocated to the vacant front office providing improved access to the Planning/Zoning Director office and the Tryon Board Council Chamber.

Town Management would like to improve communication and support for TDDA and provide sound recommendations to the Tryon Town Board.

We would like to establish a Joint Committee of Town of Tryon and TDDA representatives. The Joint Committee would meet monthly to discuss projects and programs and provide recommendations to the Tryon Board for consideration and approval. The establishment of the Joint Committee for the Town of Tryon/TDDA will strengthen our North Carolina Main Street Program.

We recommend that the Town of Tryon appointees include one Town Board Commissioner, Town Manager, Town Planner/Zoning Director, and Downtown Director. The TDDA would appoint up to four members.

RECOMMENDATION: Establish Joint Committee for Town of Tryon/TDDA

AGENDA ITEM

DATE: February 20, 2024

TO: Mayor and Town Commissioners

PREPARED BY: Jim Fatland, Town Manager

SUBJECT: Appearance Commission Grant Application for Woodland Park

BACKGROUND: The Town of Tryon Parks Committee, at their regularly scheduled meeting held on February 13, 2024, approved submitting an application with the Polk County Appearance Commission.

The project consists of beautification of the entrance to Woodland Park with native plants. The estimated project cost is \$4,000. Sources and use of funds is as follows.

Source of Funds:

Polk County Appearance Commission	\$1500
Town of Tryon Parks and Cultural Fund (Fund 70)	\$1500
In Kind Services (Parks Committee Members)	<u>\$1,000</u>
Total Sources of Funds	\$4,000

Uses of Funds:

Material and Equipment	\$3,000
In Kind Services—donated labor	<u>\$1,000</u>
Total Uses of Funds	\$4,000

RECOMMENDATION: Approve Park Committee Application with Polk County Appearance Commission for Woodland Park improvements

FISCAL IMPACT: Source of funds for local match is the Town of Tryon Parks & Cultural Fund Budget (Fund 70)

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF TRYON
AUTHORIZING THE UPSET BID PROCESS TO DISPOSE OF REAL PROPERTY
OWNED BY THE TOWN OF TRYON**

WHEREAS, the Town of Tryon owns certain property, located on W. Howard Street “Area of Encroachment”, Tryon, NC; and

WHEREAS, North Carolina General Statute § 160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the Town has received an offer to purchase the property described above, in the amount of \$10.00, submitted by James H. Sayers & Kenneth M. Link of Tryon, NC, to be able to combine with T11-G7; and

WHEREAS, James H. Sayers & Kenneth M. Link has paid the \$10.00 for his offer;

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

1. The Board OF Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the city clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the city clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The Town will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
- the buyer must pay with cash at the time of closing.

8. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate Town officials are authorized to execute the instruments necessary to convey the property to James H. Sayers & Kenneth M. Link.

Adopted February 20, 2024.

J. Alan Peoples, Mayor

ATTEST: _____
Susan Bell, Clerk

Offer to Purchase and Contract
0.0129+/- acres, W. Howard Street
Tryon, North Carolina 28782

For good and valuable consideration, the below signed Buyers make this Offer to Purchase and Contract to the Town of Tryon, a North Carolina municipal corporation, pursuant to North Carolina General Statutes, Section 160A-269, for that certain tract or parcel of land identified on the attached plat of survey prepared by Carolina Geospatial as:

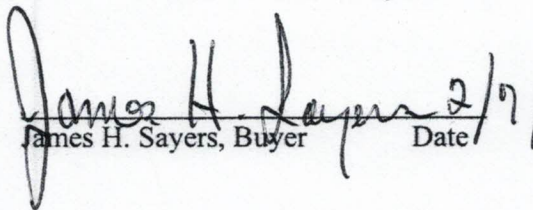
BEING all of that certain tract or parcel of land containing 0.0129 acres, more or less, also being 562 Sq. Feet, and further identified as "Proposed Area to be Deeded & Combined with T11-G7".

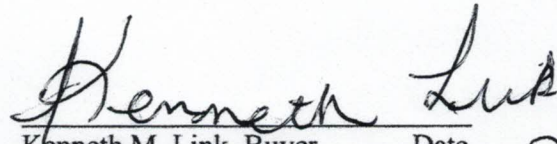
The undersigned Buyers hereby offer to purchase for the price of Ten (\$10.00) Dollars and no Cents, the same to be deposited with this offer with the Town Clerk in accordance with the terms of the above-referenced statute.

Further, the undersigned Buyers agree to be solely responsible for the related costs of final plat preparation, deed preparation, Buyers' attorney fees, and all recording costs associated with the same. Conveyance to be by a general, special, or non-warranty deed at the election of the Town of Tryon.

Buyers also agree the deed may be made explicitly subject to the Town's existing right of way over and across that portion of W. Howard Street shown crossing the above-described property on the attached plat of survey.

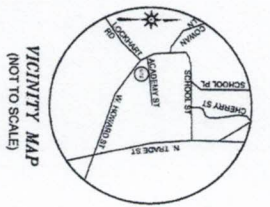
This Offer presented this 2/7/2024 day of February, 2024.


James H. Sayers, Buyer Date 2/7/2024


Kenneth M. Link, Buyer Date 2/7/2024

LINE	BEARING	DISTANCE
1	N 01° 32' 23" E	130.00
2	N 01° 32' 23" E	130.00
3	N 01° 32' 23" E	130.00
4	S 87° 01' 12" W	9.18
5	S 20° 59' 06" W	13.97

1/4 SEC 12A G.
 NAD 83
 EASING 1301723.15
 FIELD PROCEDURE: RTK
 COMBINED FACTOR: 0.99962929

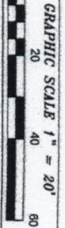


NC GRID NAD 83 (2011)
 GEOID (NGS2011)
 FIELD PROCEDURE: RTK
 COMBINED FACTOR: 0.99962929



SURVEY FOR:
**James H. Sayers &
 Kenneth M. Link**
 TRYON TWP., POLK CO. N.C.
 LEGAL REFERENCE D.B. 472-1362, 20-344
 PARCELS COMBINED D.B. 478-2062
 SEE CARD FILE C/941

LEGEND:
A.G. ABOVE GRADE
B.G. BELOW GRADE
CM CONCRETE MONUMENT
EIP EXISTING IRON PIPE
EIR EXISTING IRON ROD
MM MAG NAIL
NIR NEW IRON ROD
AREALIGHT
● CALCULATED POINT
⊕ ELECTRICAL
⊕ SEWER MANHOLE
⊕ WELL / WATER METER / VALVE
ADJOINING LINE (APPROXIMATE)
BOUNDARY LINE (SURVEYED)
DRIVE/ROAD
OVERHEAD UTILITIES
RIGHT-OF-WAY / APPROPRIATE RW

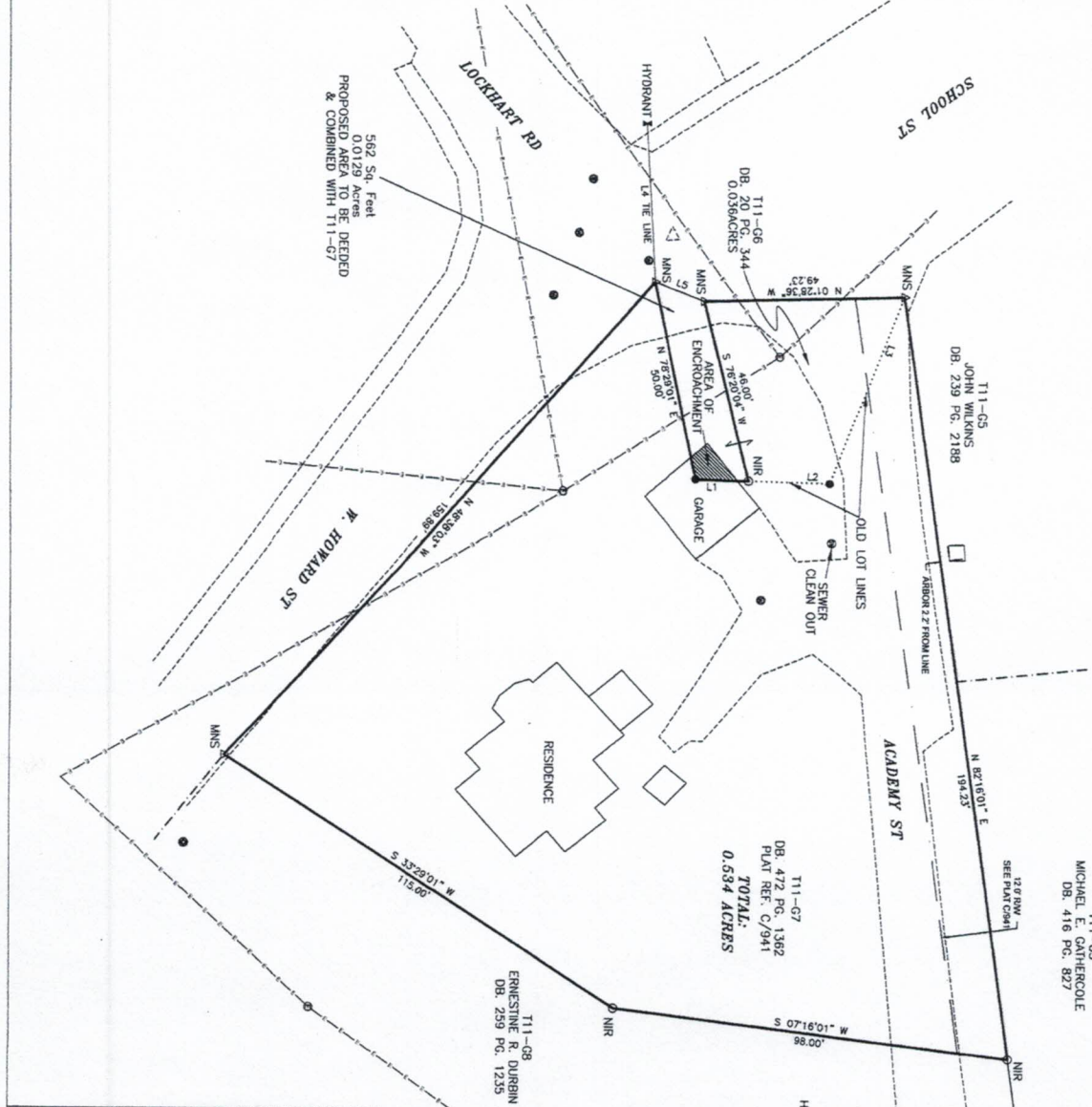


NOTES:
 - THIS SURVEY IS BASED ON THE DATA PROVIDED BY THE CLIENT.
 - NO TITLE SEARCH OR RECORDS SEARCH WAS CONDUCTED.
 - THE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AS DETERMINED BY THE FEDERAL FLOODING MAPS AND OF NORTH CAROLINA.

STATE OF NORTH CAROLINA, POLK COUNTY, JAMES H. SAYERS & KENNETH M. LINK, SURVEYORS.
 BOOK 472 PAGE 1362 BOOK 20 PAGE 344, ETC. (THEY THE SAID SURVEYORS HAVE MADE UNDER MY SUPERVISION, USED DESCRIPTIONS OF THE BOUNDARY OF THE PARCELS SURVEYED, AND HAVE THEREBY COMPLETED THE SAME IN ACCORDANCE WITH THE STATUTES OF THIS STATE.)
 WITNESSES MY HAND AND SEAL, THIS 22ND DAY OF FEBRUARY, 2022.



REVIEW OFFICER CERTIFICATION STATE OF NORTH CAROLINA POLK COUNTY OFFICE OF REGISTERED PROFESSIONAL SURVEYORS I, _____, REVIEW OFFICER FOR THE STATE OF NORTH CAROLINA, POLK COUNTY, HAVE REVIEWED THE SURVEY AND FIND IT TO BE IN ACCORDANCE WITH THE STATUTORY REQUIREMENTS FOR RECORDING.	
REVIEW OFFICER: DATE:	REVIEW OFFICER: DATE:
REGISTER OF DEEDS STATE OF NORTH CAROLINA POLK COUNTY OFFICE OF REGISTERED PROFESSIONAL SURVEYORS I, _____, REGISTER OF DEEDS, HAVE REVIEWED THE SURVEY AND FIND IT TO BE IN ACCORDANCE WITH THE STATUTORY REQUIREMENTS FOR RECORDING.	
REGISTER OF DEEDS: DATE:	REGISTER OF DEEDS: DATE:
PROPERTY LOCATION: 22 ACADEMY ST TRYON, NC 28782	
NC FIRM LICENSE NO. P-1822 RATIO OF PRECISION: 1:10,000	TAX PARCEL: 111-67 111-66 COMBINED DB 478-2062 PLAT # 14682B



502 Sq. Feet
 PROPOSED AREA TO BE DEEDED
 & COMBINED WITH T11-67

PUBLIC NOTICE
SALE OF TOWN PROPERTY

An offer of \$10.00 has been submitted for the purchase of certain property owned by the Town Of Tryon, BEING all of that certain tract or parcel of land containing 562 sq ft (0.0129+/- acres) more fully described as follows:

BEGINNING at a mag nail set in in the Town of Tryon at the intersection of Lockhart Road, School Street, and W. Howard Streets, said beginning point being the easternmost point of that 0.594 acre tract shown on that certain plat recorded as Card File G at Page 594 in the Office of the Register of Deeds for Polk County, North Carolina, and also being North 87 degrees 09 minutes 15 seconds East 39.19 feet from a fire hydrant at the intersection of Lockhart Road and School Street, and proceeding thence from said beginning point North 20 degrees 59 minutes 06 seconds East to a mag nail set; thence North 76 degrees 20 minutes 04 seconds East 46.00 feet to a new iron rod, thence South 01 degree 32 minutes 25 seconds East 13.00 feet to a point in the middle of a garage located on the property at 22 Academy Street, Tryon, North Carolina; thence South 78 degrees 29 minutes 01 second East 50.00 feet to the point and place of BEGINNING.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk, 301 N. Trade Street, Tryon, N.C., by 5:00 P.M., March __, 2024. At that time the city clerk shall open the bids, if any, and the highest qualifying bid shall become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$_____.00.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The town will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The town will return the deposit of the final high bidder at closing.

The buyer must pay cash at closing.

The Town Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Further information may be obtained at the office of the Town Clerk, 301 N. Trade Street, Tryon, N.C. 28782, or at telephone (828) 859- 6655 during normal business hours.

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 12
Submitted By: Brad Gordon & Patti Lovelace	
Attachments: Animal Control Ordinance	

Topic: Animal Control Ordinance
--

Requested/Recommended Action & Motion:

Summary Explanation & Background: This ordinance update has been requested by staff at Harmon Field for the Dog Park.
--

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:
--

CHAPTER: ANIMAL CONTROL

Section 1. Purpose.

It is the purpose of this Chapter to regulate ownership and possession of animals; prohibit certain acts, omissions and conditions which interfere with the health, safety and general welfare of the inhabitants of the county and those municipalities coming under the provisions of this Chapter; to protect the public from unvaccinated, diseased, stray, roaming, dangerous exotic or wild animals; to make unlawful, acts of animals that interfere with the enjoyment of property or the peace and safety of the community; to protect animals from abuse or conditions harmful to their well-being; to provide for the peace and dignity of residents; and to perform any other duties authorized by applicable state laws.

Section 2. Jurisdiction.

Except as provided in this section, the provisions of this Chapter shall not be applicable to and shall not be enforced within the corporate limits or jurisdiction of any municipality in the County. A municipality may come within the provisions of this ordinance at any time by mutual agreement with the County and by the adoption of an appropriate resolution by the governing body of such municipality pursuant to G.S. 153A-122 agreeing that this ordinance shall be enforced within the corporate limits or jurisdiction of the municipality. All provisions of this Chapter which are indicated to be applicable only in a particular municipality shall not take effect until and unless such municipality adopts a resolution subjecting itself to the ordinance.

Section 3. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon. To forsake, desert or give up an animal previously under the custody or possession of a person without having secured another owner or custodian or to fail to make reasonable arrangements for adequate care.

Abuse. Willful injury to, or mistreatment of, an animal, but not to include the legal euthanasia of an animal or the slaughtering of an animal raised to be used for food or clothing by humane and legal methods.

Adequate food. The provision at suitable intervals, of a quantity of suitable foodstuff suitable for the species and age, sufficient to maintain the animal's health and well being

Adequate shelter. A structure which provides for an animal's protection from inclement weather or sun, appropriate for that animal.

Adequate water. Access to a supply of water that is clean, fresh, and visibly free of excessive debris and organic material, provided in a sanitary manner at suitable intervals for the species.

Adult. A person 18 years of age or older and who has not been judicially declared incompetent.

Animal control supervisor. The animal control officer charged with administering animal control services within the Polk County Sheriff Department.

Animal cruelty investigators. Persons duly appointed by the Polk County Board of County Commissioners

pursuant to G.S. 19A-45 to investigate neglect, abuse or cruelty of animals.

Animal shelter. Any facility designated by the County for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with the provisions of this Chapter and the General Statutes of North Carolina.

At Large. An animal is at large if the animal is at a location off of the real property of the owner or custodian of the animal and not under control of the owner or custodian.

Control. Having dominion or authority over by obedience to commands, or having in restraint by means of a leash, tether, or bridle.

Custodian. A person having custody of an animal, or who keeps or harbors an animal, feeds or shelters, or who permits an animal to remain on or about any premises occupied or controlled by such person.

County. The unincorporated areas of the County, and within the municipalities within the County that have opted to come within the provisions of this Chapter.

Dangerous animal.

1. An animal that:
 - a. Without provocation has killed or inflicted severe injury on a person;
 - b. Without provocation has killed or inflicted severe injury on another domestic animal;
 - c. Is determined by the animal control officer to be a potentially dangerous animal and for which there has been no successful appeal from such a determination under the provisions of this Chapter.
2. Any animal owned or harbored primarily or in part for the purpose of fighting other animals, or any animal trained for such fighting.

Department. The Animal Control Department of the Polk County Sheriff Department.

Domesticated Animal. Any animal that is accustomed to living in or about the habitation of humans including but not limited to cats, dogs, horses, cows, fowl, or swine, but not to include any wild or exotic animal.

Exotic Animal. Exotic animal means any living animal, which is strikingly or excitingly different or unusual and not ordinarily kept as a pet or domesticated animal. By way of example, exotic animals shall include but not limited to lions, tigers, apes, monkeys, poisonous reptiles, and poisonous spiders. A hybrid of any animal listed in the example above, regardless of genetic percentages, shall be deemed exotic.

Health director. The director of the Polk County Health Department.

Household. Any room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Impoundment. The placement of an animal in the custody of the department.

Inoculation. The vaccination of a dog or cat with anti-rabi vaccine approved by all applicable federal, state and local regulatory agencies at such time or times as shall be required by applicable law or regulatory agency.

Keeper. A person having custody of an animal, or who keeps or harbors an animal, feeds or shelters, or who permits an animal to remain on or about any premises occupied or controlled by such person.

Kennel. Any premises wherein any person, partnership or corporation is engaged in the business of boarding, breeding, buying, letting for hire, training for a fee or selling dogs or cats.

Livestock. Animals commonly associated with agriculture including, but not limited to, horses, mules, ponies, llamas, swine, sheep, cattle, goats, chickens, emus, ostriches, and other fowl.

Lot. A portion, piece, division or parcel of land, with or without a household, which is identified by a tax map, recorded plat, deed, lease or the like. All contiguous land under common ownership and used for a single purpose shall constitute a single lot.

Neglect. Failure of an owner or person in possession of an animal to provide the animal with adequate food, water, shelter, or failure of an owner or a person in possession of an animal to obtain appropriate humane care for the animal in the event of injury or illness; provided humane euthanasia is an acceptable care.

Owner. A person who or legal entity that has a possessory property right in an animal.

Owner's real property. Any real property owned, leased or occupied by the owner of the animal but does not include any public right-of-way or a common area of a condominium, apartment complex or townhouse development.

Performance Dog. A dog that is that is being trained, used in herding, hunting, tracking or shown.

Potentially dangerous animal. An animal that the animal control officer determines to have:

1. Inflicted a bite on a person for which the person sought or obtained medical treatment;
2. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
3. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

Premises. A definite portion of real estate including land with its appurtenances, a building or part of a building.

Proof of Ownership. Documentation in support of a property right in an animal that includes, but is not limited to, veterinary records; rabies vaccination certificates; license; photographs; bills of sale; signed affidavits, breed registries; written transfers of ownership.

Provocation. Any action designed to goad, inflame, instigate or stimulate an aggressive or defensive response on the part of an animal, but provocation shall not include any actions on the part of an individual that pertain to reasonable efforts of self-defense against an unprovoked animal.

Securely enclosed. A fence or structure forming or causing a humane enclosure suitable to prevent the animal from escaping and to prevent entry of young children.

Severe injury. Any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

Tether. A means by which an animal is fastened so that it can range only within a set radius.

Vaccination. The administration of rabies vaccine as required by law.

Wild animal. Any animal which can normally be found in the wild state, particularly those feral, exotic, dangerous or non-domestic animals which generally do not live in or about the habitation of humans, including, but not limited to, deer, bears, wolves, coyote, foxes, raccoons, skunks and squirrels.

Zoonotic disease. A disease communicable from animals to humans under natural conditions.

Section 4. Duties.

- a. In administering this Chapter, the County and any municipalities therein may, pursuant to an inter-local agreement, form a joint agency, designate a local agency or create an animal control department within either County or municipal government. There shall be an Animal Control Supervisor who shall have overall responsibility for administering this Chapter. The Animal Control Supervisor shall make recommendations to the Polk County Sheriff to hire appropriate staff including animal control officers and to make recommendations to the Board of Commissioners for appointment of animal cruelty investigators.
- b. Animal control officers shall have the following powers within the County:
 - 1. Pick up and deliver to the animal shelter any animal at large in violation of this Chapter, any potentially dangerous animal, any abused or neglected animal, any animal required to have, but failing to have, a rabies tag, or any other animal in violation of this Chapter or other ordinance of the County.
 - 2. Issue appropriate permits, civil penalties and notices of violation appropriate for the enforcement of this Chapter.
 - 3. Declare an animal as a potentially dangerous animal if the officer determines that the animal so qualifies. Upon making a determination that an animal is a potentially dangerous animal, the Health Director shall notify the owner of the animal in writing, giving the reasons for the determination. The owner may appeal the determination of the Health Director by filing written objections with the Polk County Animal Control Board within 10 days.
 - 4. Make canvasses of the County to ascertain that all animals which are required by the State of North Carolina to be vaccinated are currently vaccinated against rabies and insuring, that the provisions of this Chapter and North Carolina General Statutes related to animal control are adhered to.
 - 5. Investigate complaints with regard to animals.
 - 6. Protect animals from neglect or abuse and assist animal cruelty investigators as needed in enforcing state laws regarding cruelty.
 - 7. Enforce the laws with regard to remedies for an owner's failure to obtain proper vaccination of animals against rabies.
 - 8. Investigate all reported animal bites or other human physical contact with suspected rabid animals and submit bite reports and reports of human contacts to the Health Director.
- c. The Animal Control Supervisor shall have no authority to enforce the provisions of this Chapter relating to dangerous animals, if one of the following factors is present:
 - 1. The animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties; or
 - 2. Where the injury or damage inflicted by the animal was sustained by a domestic animal while the animal was working as a hunting animal, herding animal or predator control animal on the property of or under the control of its owner or custodian and the damage or injury was to a species or type of domestic animal appropriate to the work of the animal.
- d. If an animal has bitten a human being, the Health Director shall have the authority to require the owner to procure liability insurance in the amount of at least \$100,000.00 at the owner's expense, to have the animal micro chipped, and to display a sign on the premises warning of the presence of the animal on the premises.

The Health Director may waive any or all of these requirements if the bite is inconsequential, provoked, or inflicted upon a trespasser. The Health Director shall have the authority to require proof of insurance. The owner has a duty to notify the Health Director if the animal escapes or if the animal is moved to a new location. Owners who fail to comply with the protective provisions required by the Health Director under this subsection waive the right to contest the seizure and impoundment of the animal.

Section 5. Inspection, interference, or concealment.

- a. Inspections. Whenever it is necessary to make an inspection to enforce any of the provisions of this Chapter, and the animal control officer has reasonable cause to believe that there exists upon any premises any violation of this Chapter, the animal control officer is hereby empowered to enter and inspect such property at any reasonable time and perform any duty imposed by this Chapter as follows:
 - 1. If such property is unoccupied, the animal control officer shall first make a reasonable effort to locate the owner or other persons having control of the property; and
 - 2. If such property is occupied, the animal control officer shall first present proper credentials to the occupant and request entry, explaining the reasons therefore; and
 - 3. If such entry is refused or cannot be obtained because the owner or other person having control or charge of the property cannot be located after due diligence, the animal control officer may seek an administrative inspection warrant as provided in G.S. Ch. 15, Art. 4A.
- b. Interference. It shall be unlawful for any person to interfere with, hinder, assault, molest, resist, or obstruct the animal control officer while the animal control officer is carrying out any duty created under this Chapter.
- c. Concealment of animal. It shall be unlawful for any person to conceal any animal from the animal control officer to evade any provision of this Chapter.

Section 6. Rabies Control

- a. Vaccination of dogs, cats and ferrets required; vaccination of other animals.
 - 1. It shall be unlawful for an owner or custodian to fail to provide current vaccination against rabies for any dog, cat, or ferret four months of age or older. Should it be deemed necessary by the state or Health Director or the state or the health and humans services board that other animals be vaccinated in order to prevent a threatened epidemic or to control an existing epidemic, it shall be unlawful for any owner or custodian to fail to provide current vaccination against rabies for such animals.
 - 2. All anti-rabies vaccines shall be administered by a licensed veterinarian or a certified rabies vaccinator.
- b. Vaccination tag and certification
 - 1. Upon complying with the provisions of Section 6(a), there shall be issued to the owner or custodian of the animal vaccinated a rabies tag, stamped with the number and the year for which issued, and a rabies vaccination certificate.
 - 2. It shall be unlawful for any owner or custodian of a dog required to be vaccinated to fail to provide the animal with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with attached tag, must be worn at all times. All animal owners or custodians must maintain in their possession all current vaccination certificates or other evidence for

official proof and documentation of rabies vaccination.

3. In addition to all other penalties as prescribed by law, a dog, cat or ferret required to be vaccinated is subject to impoundment in accordance with the provisions of this Chapter if the dog is found not to be wearing a currently valid rabies tag.
 4. It shall be unlawful for any person to use for any animal a rabies vaccination tag issued for an animal other than the one using the tag, or the owner or custodian of a cat or ferret does not possess a current vaccination certificate or other evidence of current rabies vaccination.
- c. Notice to local animal control when person bitten by animal; confinement of animal.
1. Notice. – When a person has been bitten by an animal required to be vaccinated under this Part, the person or parent, guardian or person standing in loco parentis of the person, and the person owning the animal or in control or possession of the animal shall notify the Health Director immediately and give the name and address of the person bitten and the owner of the animal. If the animal that bites a person is a stray or feral animal, the animal control officer shall make a reasonable attempt to locate the owner of the animal. If the owner cannot be identified within 72 hours of the event, the Health Director may authorize the animal be euthanized, and the head of the animal shall be immediately sent to the State Laboratory of Public Health for rabies diagnosis. If the event occurs on a weekend or State holiday the time period for owner identification shall be extended 24 hours. A physician who attends a person bitten by an animal known to be a potential carrier of rabies shall report the incident within 24 hours to the Health Director. The report must include the name, age, and sex of the person.
 2. Confinement. – When an animal required to be vaccinated under this Part bites a person, the animal shall be immediately confined for 10 days in a place designated by the Health Director. The Health Director may authorize a dog trained and used by a law enforcement agency to be released from confinement to perform official duties upon submission of proof that the dog has been vaccinated for rabies in compliance with this Part. After reviewing the circumstances of the particular case, the Health Director may allow the owner to confine the animal on the owner's property. An owner who fails to confine an animal in accordance with the instructions of the Health Director shall be guilty of a Class 2 misdemeanor. If the owner or the person who controls or possesses the animal that has bitten a person refuses to confine the animal as required by this subsection, the Health Director may order seizure of the animal and its confinement for 10 days at the expense of the owner.
 3. Release of ownership. When an animal to be vaccinated under this part bites a person, the owner of the animal may sign ownership of the animal over to Polk County Animal Control. The animal shall be immediately confined in a place designated by the Health Director and the Health Director shall make a decision to euthanize the animal or permit the animal to be placed for adoption.
- d. Animals exposed to rabies. When the Health Director, in reliance on guidance from the state Division of Public Health Communicable Disease Branch, the US Centers for Disease Control or in consultation with the state's public health veterinary team, reasonably suspects an animal has been exposed to rabies the following shall be applicable:
1. Dogs, cats, and ferrets that have never been vaccinated shall be euthanized immediately or placed in strict quarantine for 4 months (dogs and cats) or 6 months (ferrets). The quarantine shall be in an enclosure that precludes direct contact with people or other animals. If quarantine is delayed, the quarantine period may be extended.
 2. A dog or cat with appropriate documentation showing it is either current on vaccinations or was vaccinated at least once previously shall receive a booster vaccination within 96 hours of exposure. In addition, the owner or custodian shall keep the animal under his or her control and observe it for 45 days of signs of illness. If the booster is delayed, the Health Director may consider increasing the observation

- period.
3. If an owner or custodian states the dog or cat has had a rabies vaccination in the past but does not have appropriate documentation to prove such vaccination, the Health Director may follow the quarantine approach described above for animals that have never been vaccinated, or consider allowing blood testing to evaluate whether there is evidence a robust immune response upon booster vaccination.
 4. A ferret that has a lapsed vaccination shall be evaluated on a case-by-case basis to determine the appropriate management.

Section 7. Public nuisance.

- a. The keeping of any animal in such manner or in such numbers as to constitute a public nuisance is hereby prohibited. For the purposes of this section, a public nuisance shall include, but not be limited to, the following:
 1. The keeping of any animal which frequently is at large;
 2. The keeping of a cage or pen, constructed and used for the purpose of restraining animals within ten feet of the outer limits of the lot upon which the cage or pen is situated; provided, however, this setback requirement shall not be applicable where the placing of the cage or pen within the ten foot area does not result in locating the cage or pen within 50 feet of the nearest household occupied by persons other than the owner or custodian of the cage or pen. This subsection shall not apply to the fencing of all or a major portion of a lot;
 3. Allowing or permitting an animal to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers, or damaging gardens, flowers, or vegetables, or defecating upon the property of another;
 4. Maintaining animals in an unsanitary environment for the animals which results in offensive odors or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease, with unsanitary being determined by best management practices for the particular animal;
 5. Maintaining animals in such a manner and location as that animal waste can accumulate and run off onto another owner's property or into a stream;
 6. Maintaining the owner's property in a manner that is dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density or location of the animals on the property;
 7. Maintaining an animal that is diseased or potentially dangerous to the public health through transmission of a zoonotic disease;
 8. Failing to confine a female animal while in heat in a secure enclosure in such a manner that will prevent the animal from coming into contact with a male of its species, or attract other animals; provided, this section shall not be construed to prohibit the intentional breeding of animals within a securely enclosed area.

Section 8. Animal care.

- a. It shall be unlawful for any owner or custodian to fail to provide their animals with adequate food, water, shelter, veterinary care and humane euthanasia when needed to prevent suffering. Adequate

shelter means provision of and access to shelter that is suitable for the species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, and the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and for dogs and cats, provides a solid surface, resting platform, pad, floormat or similar devices that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelter whose wire grid, or slat floors which (i) permit the animals' feet to pass through the openings, (ii) sag under the animal's weight, or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter. The structure must be provided with bedding such as straw, cedar shaving, blankets, or the equivalent so as to provide insulation and protection against the elements of the weather and to help retain body heat in the winter and must be kept in a cool shaded area in the summer.

- b. It shall be unlawful for any person to intentionally overdrive, overload, wound, beat, injure, torment, kill, or poison or otherwise abuse an animal; or procure an animal to be overdriven, overloaded, wounded, beaten, injured, tormented, killed, or poisoned or otherwise abused; or cause, instigate, or permit any dogfight, cockfight, bullfight, or other combat between animals and humans and animals; provided humane euthanasia is an acceptable care.
- c. It shall be unlawful for any person to promote, encourage, engage in or do any act toward the furtherance of any act of cruelty to an animal.
- d. No owner of an animal shall abandon such animal except to relinquish the animal to the animal shelter during normal business hours. If an animal control officer finds that an animal has been abandoned, the animal may be impounded. If an animal has been abandoned in a house or within a fenced area, the officer must make a reasonable effort to locate the owner or manager of the property. If the property owner or manager is not the animal owner, then the officer does not need to secure permission from the property owner or manager to remove the animal, unless the property owner or manager agrees to become responsible for animal, including its care. If the property owner is also the animal owner and this individual cannot be located, the officer shall secure an appropriate warrant to seize the animal. An animal seized pursuant to this section shall be impounded. If the animal is unclaimed by its owner after being held 72 hours, the animal shall be disposed of by adoption or humane euthanasia.
- e. It shall be unlawful for any person to place or confine an animal or allow an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or drink, or such other conditions as may reasonably be expected to cause suffering, disability, or death.

After making a reasonable effort to find the driver of a vehicle in which an animal is confined, the animal control officer, in the presence of a law enforcement officer, may use the least intrusive means to enter the vehicle if necessary to remove the animal, where reasonable cause exists to believe the animal may die if not promptly removed. The animal control officer removing the animal shall then impound the animal and leave in a prominent place on the motor vehicle a written notice of the animal's impoundment, a brief description of the animal, and where and when the animal may be reclaimed.

- f. It shall be unlawful for any person injuring or killing a domestic animal by striking it with an automobile or other vehicle to fail to notify the owner of such animal, if ownership information is available. If ownership information is not available, or if the animal is injured but alive, animal control or law enforcement must be

notified.

- g. It shall be unlawful for any person to sponsor, promote, or train a wild, exotic or domestic animal to participate in any unnatural behavior in which the animal is wrestled, fought, harassed, or displayed in such a way that the animal is abused or stressed. This prohibition applies to events and activities taking place in either public or private facilities or property in the County and applies regardless of the purpose of the event or activities and whether or not a fee is charged to spectators.
- h. It shall be unlawful for anyone to sell or adopt any dog or cat under the age of 6 weeks old without accompanying its mother or until fully weaned.
- i. It shall be unlawful to tether an animal to a stationary object for a period of time or under conditions that an animal control officer or animal cruelty investigator deems harmful or potentially harmful to the animal. Tethering may be allowed in certain cases where daily socialization and exercise off the tether can be verified and the animal is not exhibiting health or temperament problems. Examples of improper tethering include, but are not limited to the following:
 - 1. Using a length or weight of tether that is not appropriate for the size, weight and age of the animal. The restraint must be a minimum of 4 times the length from the tip of the animal's nose to the tip of the animal's tail and shall be no less than 10 feet.
 - 2. Using tether that does not have swivels on both ends. All tethers must be attached to the animal by means of a properly fitting harness or collar of not less than one inch in width made of nylon or leather.
 - 3. Allowing an animal to be tethered such that the animal is not confined to the owner's property or such that the tether can become entangled and prevent the animal from moving about freely, lying down comfortably or having access to adequate food, water and shelter.

Section 9. Exemption of pet stores.

This Chapter shall not apply to pet stores regulated by G.S. chapter 19A, article 3.

Section 10. Posting of a bond.

If the animal control officer has seized an animal as authorized by this Chapter, or for any other legally authorized seizure and confinement of an animal, and the Health Director determines that the retention of any animal so seized might extend beyond five days, then the Health Director shall be authorized to require the owner to post a bond or to deposit cash not to exceed \$400.00 within a reasonable time to cover the boarding costs for the animal and any foreseen, reasonable veterinarian fees required by law or deemed necessary for the animal care.

Section 11. Exotic or wild animals.

(a) *Unlawful act.* It shall be unlawful for any person to keep, maintain, possess or have under his control within the County any venomous reptile or any other wild or exotic animal.

(b) *Exceptions.*

- 1. This section shall not apply to lawfully operated and located pet shops, zoological gardens, scientific research laboratories, circuses, veterinarians harboring such animals for purposes of providing

professional medical treatment, wildlife rehabilitators with proper permits and certification, or exhibitors licensed by the United States Department of Agriculture displaying such animals for educational purposes, provided that the animals are maintained in a manner so as to prevent escape.

2. This section shall not apply to herbivores, securely confined in fence or other enclosure such that they cannot escape and be at a location off the tract of real property on which they are confined.

(c) *Compliance with state and federal regulations and safe confinement.* The confinement of exotic or wild animals exempted from subsection (a) of this section by subsection (b) of this section must meet the regulations promulgated by the state wildlife commission, the minimum standards under the Animal Welfare Act and all applicable rules promulgated by the United States Department of Agriculture. In addition to meeting these minimum standards, all such venomous reptiles and all such wild or exotic animals shall be confined, restrained or controlled in such a manner so that the physical safety, or property, of any person lawfully entering the premises shall not be endangered.

(d) *Presence on public rights-of-way.* Animals described under subsection (a) of this section but exempt under subsection (b) of this section shall not be allowed on any public street, sidewalk, or other public way, except in a fully enclosed cage or adequate structural restraint. The use of a leash, with or without a muzzle, shall not be considered adequate restraint. Exempt from this subsection are animals that are part of a featured performance at a special event with a County or town festival or parade permit where the animal handler is licensed by the United States Department of Agriculture.

Section 12. Dead animals.

- a. It shall be unlawful for any person to leave or place the carcass of any animal, which he owns, upon any street, alley, or lot, or to allow the animal to remain unburied on his property.
- b. The owner or custodian of any animal which dies shall have it buried in compliance with applicable state law and regulation.

Section 13. Restraint of animals.

Every person owning or having possession, charge, care, custody or control of any animal shall keep such animal exclusively upon the owner's premises. However, such animal may be off such premises if it is under the control of a person competent to handle and control the animal and restrained by a chain, leash, harness, bridle or other means of physical control, or is under the person's direct control and is obedient to that person's commands.

Section 14. Protective measures for confinement of dogs.

- a. Circumstances requiring special preventive measures. The animal control officer shall have the authority to require the owner or custodian of a dog to comply with special preventive measures, as described below, after taking into consideration the following factors:
 1. Nature of the particular dog: The behavior, size, temperament, capacity for inflicting serious injury, the number of dogs involved or other such factors which would be relevant to a determination of whether or not additional preventive measures need to be imposed for a particular situation;
 2. Adequacy of confinement: The adequacy of the enclosure or confinement, if any;

3. Immediate surrounding area: The likelihood that the conditions pertaining to the particular dog and the dog's confinement are detrimental to the safety, welfare or peace and tranquility of a reasonably prudent person in the vicinity;
 4. Children, elderly, and disabled: Minor children, elderly, and disabled people who live in close proximity to the premises occupied by the dog;
 5. Bite: The dog has bitten a human being or domestic animal, without provocation or trespass, and the person bitten does not ordinarily reside on the premises;
 6. Aggressive attack: The dog has been trained for aggressive attacks; and
 7. Attack incidents and reputation: The dog without provocation or a trespass, has approached a person in an apparent attitude of attack or has a reputation to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals.
 8. Animal deemed a nuisance by the Animal Control Officer.
- b. Special preventive measures. If the animal control officer determines that the circumstances require special preventive measures, then the animal control officer shall have the authority to require appropriate, specific preventive measures which might include, but are not limited to, the one or more of the following:
 1. Necessary repairs to any fence or enclosure.
 2. Measures to ensure that a gate will remain secure.
 3. A secure fence or any other similar device that would provide greater assurance for the confinement of the dog.
 4. Requiring the owner to tattoo or microchip the dog at the owner's expense for identification, investigative, or enforcement purposes.
 5. Posting of "Beware of Dog" signage. Signage is to be reflective, weatherproof, and of such size to be clearly seen by approaching persons.
 - c. Written order. If the animal control officer determines that a dog owner must take specific preventive measures, the animal control officer shall notify the owner by a written order, stating the reasons that preventive measures are required, identifying the specific preventive measures that must be implemented, and stating a specified time they have, of not less than 10 days, to comply with order. The written notice may be served upon the owner by hand delivery, first class US mail to the owner's last known address, or by posting the written notice on the door of the residence or premises where the dog is housed. The animal control officer shall have the authority to allow for reasonable extensions of time limits based on good faith progress of implementation of the preventive measures. Any approved extensions shall be in writing.
 - d. Failure to comply with written order. It shall be unlawful for an owner to fail to comply with a written order to take preventive measures within the designated time for compliance stated in the written order or any extension thereof. If the owner fails to comply, the animal can be impounded by an animal control officer and held at an appropriate shelter pending a hearing by a court of competent jurisdiction.
 - e. Owner's challenge to the written order for special preventative measures. The owner may submit in writing a challenge to the animal control officer's determination that special preventive measures are required. If the owner wishes to challenge the order for special preventative measures, the owner must submit in writing the basis of the challenge within ten days of service of the written order. The challenge

must be directed to the Animal Control Appeal Board and filed with the Health Director. The Board is authorized to hear and decide the challenge to the order in the same manner as provided for in Section 21 of this Chapter. If an appeal from the Board's decision is made to Superior Court, and the Health Director makes written findings concluding that the animal must be confined at the animal shelter pending review by the Superior Court, the owner shall post a cash bond to cover the cost of the animal's care in accordance with Section 10.

- f. Immediate Impoundment. If the animal control officer determines that the dog has inflicted life-threatening injuries or killed a human, or the owner has failed to comply with preventive measures in the past, the animal control officer may impound the animal immediately and hold it at the animal shelter pending a hearing to determine disposition by a Court of competent jurisdiction.

Section 15. Impoundment.

Any animal which shall be found in violation of Section 13 shall be subject to immediate seizure and impounded at the animal shelter. Any person finding any animal upon his property, in violation of Section 13, to his injury or annoyance, shall be authorized to restrain such animal in a humane manner and to thereupon either notify the animal control officer, who shall take possession of the animal for impoundment, or deliver the animal directly to the animal shelter. The animal may, consistent with the provisions of this Chapter, be redeemed by the owner upon payment of the costs assessed by the animal shelter and fines assessed for violation of any section of this ordinance. Upon failure of the owner to redeem the animal as set forth herein, the animal shall be disposed of by the animal shelter as provided in this Chapter.

- a. Generally. Any animal which appears to be lost, stray or unwanted, or which is found to be not wearing a currently valid rabies vaccination tag, as required by state law or this Chapter and not under restraint in violation of this Chapter, shall be impounded by the department and confined in the County animal shelter in a humane manner. Impoundment of such an animal shall not relieve the custodian thereof from any penalty which may be imposed for violation of this Chapter.
- b. Notice to owner. Immediately upon impounding an animal, the animal control officer shall make a reasonable effort to notify the owner and inform such owner of the condition whereby the animal may be redeemed, which shall include inspection of the animal for microchip or tattoo. If the owner is unknown or cannot be located, a notice of such impoundment showing the time of impoundment shall be posted at the office of the animal control officer for at least 72 hours, or until the animal is disposed of...
- c. Redemption by owner generally. The owner/custodian of an animal impounded under this section may redeem the animal and regain possession thereof within 72 hours after notice of impoundment is given or posted as required by subsection (2) of this section, by complying with all applicable provisions of this section, production of proof of ownership, payment of the assessed fines and fees, any necessary veterinarian's fee, and daily boarding fees at rates as determined by the Board of County Commissioners.
- d. A challenge to the impoundment order. If the owner wishes to challenge the impoundment order, then the owner must submit in writing the basis of the challenge within ten days of the impoundment of the animal, not counting the day of the impoundment of the animal. The challenge must be directed to the Animal Control Appeal Board and filed with the Health Director. The Board is authorized to hear and decide the challenge to the impoundment order in the same manner as provided for in Section 21 of this Chapter.
- e. The provisions of this section shall have no application with respect to animals surrendered by the owner

or custodian to the animal shelter for adoption or destruction.

- f. Destruction or adoption of unredeemed animal generally. An unredeemed animal may be destroyed or adopted according to the following procedures:
 - 1. If an impounded animal is not redeemed by the owner/custodian within the period prescribed in subsection (3) of this section, it may be destroyed in a humane manner or offered for adoption to any responsible adult who is willing to comply with this Chapter. Such animal may be adopted by a person who meets adoption requirements, pays the adoption fee and rabies vaccination fee.
 - 2. The operator of the animal shelter shall require that all animals released for adoption from the animal shelter be spayed or neutered.
 - 3. No animal which has been impounded by reason of its being a stray, or unclaimed by its owner/custodian, shall be allowed to be adopted from the animal shelter during a period of emergency rabies quarantine invoked by the Health Director pursuant to state law.
- f. Procedure for redemption or adoption of unvaccinated animals. Unvaccinated animals may be redeemed or adopted according to the following provisions:
 - 1. Any person adopting or reclaiming any animal at the animal shelter shall have the animal vaccinated prior to it leaving the shelter.
 - 2. Payment for rabies vaccination will be the responsibility of the person redeeming or adopting the animal.
- g. Suspected rabid animals not to be redeemed or adopted. Notwithstanding any other provision of this section, animals impounded which appear to be suffering from rabies shall not be redeemed or adopted but shall be dealt with in accordance with this chapter and applicable state laws.
- h. Destruction of wounded or diseased animals. Notwithstanding any other provision of this section, any animal impounded that is badly wounded or diseased and has no identification may be destroyed immediately in a humane manner. If the animal has identification, the animal control department and/or the animal shelter attendants shall attempt to notify the owner/custodian before disposing of such animal. However, if the owner/custodian cannot be readily reached, and the animal is suffering, the animal control department and/or the animal shelter attendants may destroy the animal at its discretion in a humane manner.
- i. In case of an owner incarceration. The owner of an animal that has been impounded due to incarceration, shall have 7 days to arrange for the animal to be redeemed and all fees and fines paid in full to the County Animal Shelter. Owner of the animal must notify Animal Control and sign a release of who will be redeeming the animal.

Section 16. Seizure and disposition of animals.

- a. Authority to seize animals. In addition to any other authority or procedure authorized by this Chapter or by any other law to seize an animal, the animal control officer shall have the authority to summarily seize any animal from premises when the animal control officer determines that the animal in the surrounding circumstances is dangerous to the public safety or public health. Upon summarily seizing an animal, the animal control officer shall provide the owner with a written order of seizure. When livestock found off their owner's property are seized, reasonable efforts shall be made to identify and notify the owner of the livestock.

- b. Obligation of owner to comply with seizure order. When the animal control officer serves the owner with a written order of seizure, it shall be unlawful for the owner to fail to comply with the order or to interfere with the animal control officer. A sworn law enforcement officer shall accompany the animal control officer to seize the animal.
- c. A challenge to the seizure order. If the owner wishes to challenge the seizure order, then the owner must submit in writing the basis of the challenge within ten days of the seizure of the animal, not counting the day of seizure of the animal. The challenge must be directed to the Animal Control Appeal Board and filed with the Health Director. The Board is authorized to hear and decide the challenge to the seizure order in the same manner as provided for in Section 21 of this Chapter.
- d. Owner's redemption of animal. The owner is entitled to redeem the animal, unless the animal shelter retains the animal upon some other basis of legal authority, by paying all applicable costs and boarding fees, and complying with any outstanding orders of the animal control officer.
- e. Termination of owner's rights. If an owner fails to comply with the requirements that constituted the basis for seizing the animal, or fails to reclaim the animal within any applicable time period, then the animal control shelter shall have the authority to humanely destroy the animal or place the animal for sale to the public, or to place the animal with a local humane society for future placement through the humane society.
- f. Release of ownership of animal. If an owner wishes to release ownership of an animal to Polk County, the owner may do so by signing a release form indicating they understand the animal may be euthanized if not adopted or if in the discretion of the animal control officer, the animal is un-adoptable.

Section 17. Dangerous/Potentially Dangerous Animals

- a. General provisions. It shall be unlawful for any person to own or in any way maintain or harbor an animal that is dangerous/potentially dangerous, except as provided in this Chapter. Notwithstanding any exemption listed below, any animal which has killed a person shall be immediately euthanized by the animal control officer.
- b. Animal Control Officers shall have the power to declare an animal as a potentially dangerous animal if the officer determines, in consultation with the Health Director, that the animal so qualifies.
- c. Upon a determination that an animal is potentially dangerous, the Health Director shall serve upon the owner or custodian of the animal a written notice that their animal has been determined to be potentially dangerous. The notice shall give the reasons for the determination and any special precautions and/or requirements the owner/custodian is required to make. The written notice shall be served upon the owner or custodian by personal service or by certified mail return receipt requested to the last known address of the owner/custodian. The owner/custodian may appeal the determination by filing with the Health Director a notice of appeal within 10 days of service. Upon the expiration of the time to appeal, or an unsuccessful appeal made to the Animal Control Board the animal shall be deemed a dangerous animal.
- d. The Health Director shall have the authority to require the owner/custodian of a potential dangerous or a dangerous animal to:
 - 1. procure liability insurance in the amount of at least \$100,000.00 and to present proof of insurance to the Health Director;

2. have the animal microchipped;
 3. confine the animal within a secure building or a securely enclosed and padlocked pen approved by Animal Control with a concrete bottom and secure top **on the owner's premises at all times** (the owner/custodian shall have up to 30 days to complete construction of a pen, during which time the animal must be confined within a premises approved by Animal Control);
 4. **control the animal with a muzzle of the appropriate size covering the entire nose and mouth and be under physical restraint by a competent person by means of a leash or chain when on the premises and not in a secure building or enclosure and anytime when off premises. The muzzle in use must be one approved by Polk County Animal Control;**
 5. inform any and all visitors to the property that there is a dangerous/potentially dangerous animal on the property and to take adequate precautions to ensure the safety of visitors;
 6. to immediately notify Animal Control if the animal escapes, is off leash or if the animal is moved to a new location;
 7. post a warning sign, of at least 120 square inches that is reflective and weatherproof which is to be visible to any adjoining property from each exposure of the residence or the structure in which the animal is confined (each sign must have an approved graphic representation of an appropriate animal such that the dangerousness of the animal is communicated to those who cannot read, including young children);
 8. **keep any dog deemed dangerous out of any public places or areas including but not limited to public recreation areas, dog parks, and greenways.**
- e. Inspection. The Animal Control Officers shall cause periodic inspections to be made of the premises where the dangerous/potentially dangerous animal is kept to ensure compliance with the provisions of this ordinance and requirements of the Health Director.
 - f. Immediate impoundment. Any dangerous/potentially dangerous animal kept in violation of this section may be immediately impounded. Upon issuance of a warrant for the same, pending a hearing to determine disposition by a Court of competent jurisdiction. If the owner is convicted of a criminal offense of keeping a dangerous/potentially dangerous animal in violation of this section, in addition to any criminal penalties imposed, the Health Director may euthanize the animal. Costs of impoundment shall be paid by the owner or custodian of the animal.
 - g. Release from impoundment – No Criminal Charges. No animal deemed dangerous/potentially dangerous who has been impounded without criminal charges shall be released from impoundment except upon proof submitted by the owner or custodian that all the elements of this ordinance and requirements of the Health Director have been met and verified by the animal control officers.
 - h. Release from impoundment - Criminal Charges. If criminal charges have been brought against the owner for failure to comply with the ordinance or for interference with the operations of the Health Director, the animal shall not be released from impoundment until so ordered by a court of competent jurisdiction. The owner/custodian shall be responsible for the cost of impoundment.
 - i. No animal deemed dangerous/potentially dangerous may be adopted and must be spayed or neutered within 30 days of the determination.
 - j. Notification of change of address or owner/custodian within 24 hours. The owner/custodian of the animal shall provide the Sheriff written notification of the change of address of owner/custodian, stating the full name of the owner/custodian, their address, and phone number. Prior to transfer of ownership/custody of a dangerous/potentially dangerous animal, the

owner/custodian must provide the Sheriff a written statement, signed before a notary by the transferee, indicating the transferee's understanding of the transferee's obligations hereunder as an owner/custodian of a dangerous/potentially dangerous animal. If the dangerous/potentially dangerous animal is being transferred out of Polk County, the owner/custodian of the animal must notify the Sheriff. The Sheriff will notify the new jurisdiction that the animal has been deemed dangerous and the circumstances surrounding the case.

- k. Upon the death of a dangerous/potentially dangerous animal, the owner/custodian shall provide written notification of the animal's death to the Sheriff.
- l. If an animal that has been deemed a dangerous/potentially dangerous animal aggressively and without provocation bites a human being, the animal will be immediately impounded, appeal rights waived, owner's rights terminated, and result in civil and criminal penalties.

Section 18. Civil penalty.

- a. Except as otherwise provided herein, any person who violates any provision of this ordinance shall be subject to a civil penalty for each level of violation in accordance with this ordinance. Fines shall be established by the Polk County Board of Commissioners based on the level and nature of the violation and number of repeat offences. If the violation is continued, each day's violation shall constitute a separate offense. For the purposes of this section, repeat violations occur where the agency has issued a fine for the same offense within a 24-month period. Nothing in this section shall prevent agency representatives from issuing warning violations.
- b. The animal owner or custodian shall be issued a written notice of violation and penalty which shall be required to make payment to the Polk County Finance Department within 10 days of receipt of notice. Notice of the civil penalty and violation shall be delivered in person to the violator or mailed by priority mail to the violator's last known address. If the applicable civil penalty is not paid within the period prescribed, a civil action may be commenced to recover the penalty and costs associated with the collection of the penalty. If the applicable civil penalty is not paid within 60 days, he shall be guilty of a Class 3 misdemeanor under NCGS 14-4.
- c. **Level I**

- Unsightly litter, foul or offensive odors
- Keeping a cage too close to the property line
- Animal causing property damage
- Maintaining animals in an unsanitary environment
- Maintaining animal wastes
- Failure to dispose of a dead animal
- Animal at large

Level II

- Animal bite
- Animal frequently at large

- Failure to confine a dog in heat
- Failure to provide care of animal
- Unsafe transport of animal
- Unsafe confinement of an animal in a vehicle
- Intentionally striking an animal with a motor vehicle
- Failure to report striking an animal with a motor vehicle
- Distribution of un-weaned cats and dogs

Level III

- Interference with an Animal Control Officer
- Concealment of an animal
- Vaccination of dogs and cats required; vaccination of other pets
- Vaccination tag and certification
- Keeping of a dangerous animal
- Maintaining property in an offensive, annoying or dangerous manner
- Maintaining diseased animal
- Cruelty to animals
- Promoting animal cruelty
- Abandoning an animal
- Animal used unnatural behavior
- Keeping a wild or exotic animal
- Failure to comply with a dangerous dog order

- d. Appeals of civil ordinance citations shall be made in writing within 10 days of receipt of the citation and conform with Section 21 herein.

Section 19. Injunctions.

Any provision of this Chapter which makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement. When a violation of such a provision occurs, the Health Director through either the County Attorney or applicable municipality's attorney, or any resident of the County or applicable municipality, may apply to the Court in Polk County for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property.

Section 20. Animal Control Board

- a. There is established the Polk County Animal Control Board.
- b. The animal control board shall be composed of five (5) members to be appointed by the board of commissioners. Of the members at least one member shall be a person with knowledge and experience in dog behavior and/or handling, one member shall have an interest in promoting the goals of the Animal Protection Society or the Humane Society or another such broadly-based and representative organization interested in the care and protection of animals, and the other members shall represent the public at large. The members shall serve staggered three (3) year terms; three (3) members shall have terms that expire on June 30 in even number years following the year of their initial appointment and two (2) members shall have terms that expire on June 30 of odd-numbered years.
- c. The powers and duties of the animal control board shall include:
 - 1. Appointing three of its members to sit on the animal control appeal board;
 - 2. Providing advice and information to the animal control department;
 - 3. Upon coordination with the animal control supervisor and health director, making recommendations to the board of commissioners for the betterment of the county's animal control program;
 - 4. In conjunction with the animal control department and health director, providing for a program of public education, information and outreach concerning responsible pet ownership, animal cruelty, and the county's animal control program; and
 - 5. Selecting officers of the board, including a chairperson, and adopting rules of procedure.
- d. A majority of the members shall constitute a quorum for the animal control board to conduct its meetings. The animal control board shall adopt a schedule of regular meetings and post and file it with the clerk to the board of commissioners and otherwise as required by the open meetings law. In addition, the animal control board may hold such special or emergency meetings, upon the call of the chairperson or a majority of its members, as may be appropriate in the circumstances, subject to compliance with the open meetings law.

21. Animal Control Appeals.

- a. There is established the animal control appeal board.
- b. The animal control appeal board shall consist of three members to be appointed by the animal control board from among its members. The members shall serve staggered three-year terms. Any two members of the animal control appeal board shall constitute a quorum for conducting a meeting.
- c. The powers and duties of the animal control appeal board shall include:
 - 1. Selecting a chairperson to preside over its appeal hearings.
 - 2. Hear and determine all appeals from determinations made in administering this Chapter excluding matters referred to criminal prosecution or civil actions for injunctive relief.
- d. Upon determination made under this Chapter regarding a vicious animal or dangerous animal designation from which an appeal is authorized, the owner of the animal or other aggrieved person may appeal the determination by filing a written objection and attaching any supporting documents or statements with the Health Director, directed to the Animal Control Appeal Board within ten days. Upon timely receipt of an appeal, all appeals will

be scheduled and processed as set forth in the rules of the Animal Control Appeal Board, with appeals therefrom the Superior Court as provided in such rules.

- e. Upon determination made under this Chapter regarding a civil citation penalty, the owner of the animal or other aggrieved person may appeal the citation by filing a written objection and attaching any supporting documentation or statements with the Animal Control Supervisor, directed to the Animal Control Appeal Board within ten days. Upon timely receipt of an appeal, all written appeals will be reviewed and processed as set forth in the rules of the Animal Control Appeal Board.

Section 22. Negligence per se.

(a) This section is included in this chapter in order to impose a public duty upon persons having possession of animals to prevent those animals from attacking another person due to a possible violation of the following sections:

Sec. 13 Restraint of animals

Sec. 11 Exotic or wild animals

Sec. 14 Protective measures for containment of animals (failing to comply with instructions to impose preventive measures)

(b) Such persons having possession of animals have imposed upon them a public duty designed to promote the safety of other persons, and a violation of any of those sections listed in subsection (a) of this section is negligence per se and could give rise to the recovery of damages for personal injuries in a civil action by an injured person against the person owning or having possession, charge, custody or control of the animal causing the injuries.

Civil Penalty Fine Schedule				
<u>FIRST OFFENSE</u>		<u>SECOND OFFENSE</u>	<u>THIRD OFFENSE</u>	<u>EACH ADDITIONAL OFFENSE</u>
<u>LEVEL I</u>	\$50	\$75	\$100	\$250
<u>LEVEL II</u>	\$75	\$125	\$250	\$500
<u>LEVEL III</u>	\$100	\$250	\$500	\$1,000

Section 23: Effective Date

These rules and regulations shall be in full force and effective from and after the 7th day of March, 2022.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

Kristy Tipton

Tommy Melton

Clerk to the Board

Chairman

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 13
Submitted By: Susan Bell, Town Clerk	
Attachments: Melanie Jackson	

Topic: Appointment to Tryon Tourism Authority Board
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Requested/Recommended Action & Motion: Appoint Melanie Jackson to TTDA

Summary Explanation & Background: Melanie Jackson made application to return to the Tourism Board. She was a member in 2021-2022. She lives in Tryon and works for Yonder Luxury Vacation Rentals in Tryon.
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Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget:
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ORDINANCE

AN ORDINANCE GRANTING TO PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, A SUBSIDIARY OF DOMINION ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE AND OCCUPY THE PUBLIC WAYS OF THE TOWN OF TRYON, NORTH CAROLINA, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS UTILITY SYSTEM AND ALL NECESSARY MEANS FOR TRANSMITTING AND DISTRIBUTING GAS WITHIN SAID TOWN FOR A PERIOD OF 30 YEARS.

WHEREAS, Public Service Company of North Carolina, Incorporated proposes to continue to construct, operate and maintain a Gas Utility System and all necessary means for transmission and distribution of gas within the Town of Tryon, North Carolina, (the "Town") and

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

SECTION 1. DEFINITIONS.

Whenever and wherever used in this Ordinance the following words and names shall have the following meanings:

- (a) **(CITY COUNCIL, TOWN BOARD, VILLAGE COUNCIL, BOARD OF COMMISSIONERS)** shall mean the governing body of the Town of Tryon, North Carolina, as now or hereafter constituted.
- (b) **COMPANY** shall mean Public Service Company of North Carolina, Incorporated, dba Dominion Energy North Carolina, a subsidiary of Dominion Energy Corporation, its successors and assigns.
- (c) **(CITY, TOWN, VILLAGE)** shall mean the Town of Tryon, North Carolina, including its present and future boundaries.
- (d) **DEPARTMENT OF TRANSPORTATION** shall mean the North Carolina Department of Transportation or its successor.
- (e) **GAS** shall mean natural gas, mixed gas and substitute fuels carried over the Company's facilities as authorized by the North Carolina Utilities Commission.

- (f) **GAS UTILITY SYSTEM** shall mean all facilities of the Company in the Town used for the transmission or distribution of Gas within the Town.
- (g) **FERC** shall mean any reference made to the Federal Energy Regulatory Commission or its successor.
- (h) **COMMISSION** shall mean the North Carolina Utilities Commission, or any successor body lawfully constituted.
- (i) **PUBLIC WAY OR WAYS** shall mean any public street, avenue, road, alley, lane, bridge, or other public right-of-way within the Town over which the Town has jurisdiction or exercises control.
- (j) **GOOD UTILITY PRACTICES** shall mean the practices, methods and acts engaged in or approved by a significant portion of the gas industry during the relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, requirements of governmental agencies having jurisdiction, and at the lowest reasonable cost. The term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods, or acts.

SECTION 2. Grant of Authority

The right, power and authority is hereby granted to and vested in the Company to construct, install, replace, repair, maintain and operate transmission mains, gas mains, pipes, equipment, service lines, communications lines, facilities and other appurtenant apparatus of the gas system, for the purpose of operating a natural gas system along, across, and under the streets, alleys, bridges, rights-of-way, and other public places of the Town together with any necessary rights of access thereto; and to use that natural gas system to conduct a gas business. This granting of authority is provided that the Town as of the applicable time, has jurisdiction or exercises control of the public ways. This Franchise

Agreement shall also permit the Company to exercise the rights granted herein without the need for additional permit(s) from the Town.

SECTION 3. Conditions on Use of Public Ways

(a) No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than reasonably necessary during its work of construction or repair and shall be restored to the same good order and condition as when said work was commenced. However, should any such damage occur due to the Company's failure to use due care, the Company shall repair the same as promptly as possible, and, in default thereof, the Town, after written notice and opportunity for the Company to repair, may make such repairs and charge the reasonable cost thereof and collect the same from the Company.

(b) All work upon the streets and public places of the Town shall be done subject to reasonable inspection of the Town Manager or designee (or other legally constituted governing body) of the Town, all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced by the Company, its successors and assigns, to the reasonable requirements of the Town.

SECTION 4. Annexation Notification

The Town shall mail to the Company areas annexed into the Town. Said notices shall include pertinent maps and/or tax map numbers, so that newly annexed customers may be identified. Any written notice to the Company shall be sent to Public Service Company of North Carolina, GIS Services-Annexations, 800-A Gaston Road, Gastonia, NC 28056.

SECTION 5. Service

(a) The Company may supply any form of gas containing approximately one thousand (1,000) BTU's per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to reasonably obtain an adequate supply of such gas hereunder, provided, however, that in the supply

of such gas the customers within the Town shall enjoy equal rights with respect to other similar customers served by the Company consistent with Commission rules and regulations.

(b) The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the rules and regulations of the Commission, Department of Transportation, and FERC or its successors, applicable to gas service in the Town.

SECTION 6. Nonexclusive Grant and Term

(a) The gas franchise granted by this Ordinance is not exclusive. The Town may grant the same or similar rights and privileges to other certified persons or companies at any time, provided that any such grants shall be made under terms and conditions which do not materially impair the exercise of the rights and privileges granted to the Company under this franchise.

(b) Upon ratification and acceptance, this franchise shall constitute a contract between the Town and the Company and shall be in force and effect for an initial term of 30 years and shall continue in force and effect year-to-year thereafter until properly terminated by either party. Either party may terminate the contract at the end of its initial term or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination.

SECTION 7. Franchise Not Waiver of Law

This franchise is subject to the constitution and laws of the State of North Carolina and is not a waiver of any present or future law or regulation. This franchise is not a limitation of the authority of the Town to enact any ordinance or policy that does not diminish, conflict, or impair the rights and authority granted to the Company in this franchise or otherwise impose additional obligations on the Company in order to exercise the rights granted herein.

SECTION 8. Regulations, Safety and Customer Service

(a) Gas utility service is not guaranteed to be free from interruptions, supply failure or outages.

(b) The Company will restore gas utility service using Good Utility practices.

(c) The Company shall maintain and operate its Gas Utility System in compliance with applicable State and Federal maintenance and safety regulations.

(d) Company vehicles, responding to natural gas emergencies, may park as close to the location of the emergency as is practicable.

SECTION 9. Commission Rules and Rates

The Company may from time to time declare, make, and enforce such rules and regulations as shall have been fixed or allowed by the Commission as to the sale or distribution of Gas to any of its customers in the Town. The rates to be charged for Gas at all times shall be such rates as are fixed or allowed by the Commission, including such rates as shall be negotiated by the Company with certain industrial or commercial customers pursuant to authority granted by the Commission.

SECTION 10. Plat of Gas Utility System

The Company shall maintain maps or plats of its Gas Utility System within the area covered by this franchise. Such maps or plats shall be maintained in the Company's offices, and the Town may review the same during any regular business hours of the Company.

SECTION 11. Bankruptcy, Successors, Assigns

In the event the Company is adjudged bankrupt or its assets are placed in the hands of a receiver or other court officer, either voluntarily or involuntarily, then the interest, rights and remedies of the Town in respect to said properties and operations shall not be affected or prejudiced, and any receiver, assignee, trustee, purchaser or successor, whether by operation of law or otherwise, so succeeding to or representing the interest or position of the Company, shall be bound by this Ordinance and the terms and provisions hereof and shall be bound to carry out and perform the obligations and duties imposed upon the Company by this Ordinance. Likewise, if the Company reorganizes, merges, or consolidates with any other company, then the Town is bound by this Ordinance.

SECTION 12. Revocation

In the event the Company fails to comply with the provisions of this Ordinance and, within thirty (30) days after receipt of written notice from the Town, the Company fails to cure or remedy such default, or to have begun reasonable measures to do so, then the Town may cause the Company to appear at a hearing before the Town upon thirty (30) days prior written notice. Any written notice to the Company shall be sent to Public Service Company of North Carolina, 800 Gaston Road Gastonia, NC 28053-1398, Attention: Local Government and Economic Development Manager. If at such hearing the Town should determine that the Company's failure or default has been substantial, repeated or flagrant, then upon such determination the Town may revoke and terminate this franchise; provided, however, that the Company may file with the Town within ten (10) days after such determination the Company's election to appeal to the proper North Carolina court, during the pendency of which the Ordinance shall remain in full force and effect. In that event the Town and Company agree that such court shall hear and determine *de novo* whether there has been substantial, repeated or flagrant failure or default by the Company of the terms, conditions or obligations of this Ordinance. Failure or default which cannot be corrected by the Company shall not be grounds for revocation or termination, unless such failure or default shall be determined to be material and continuing.

SECTION 13. Indemnification:

The Company shall indemnify and hold harmless the Town, its officers, and employees from any losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from the action or inaction of the Company in constructing, operating, or maintaining a gas system, in carrying on the business of selling, transmitting or distributing gas, or in exercising or failure to exercise any right or privilege granted by this franchise and save and except for any such losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from, or contributed to, by the negligent action or inaction of the Town or any of its officers, agents, or employees. Provided, however, the Company's indemnification at any time is conditioned on the Town having notified the Company in writing of any such claim, demand, or suit within such time as

to give the Company reasonable opportunity to resolve or defend the same on behalf of the Town. In the event of such notification, the Company shall have the sole and full responsibility for the resolution and defense of any such claim, demand, or suit on behalf of the Town, and the Town shall cooperate fully with the Company in any such undertaking. If after proper notification, the Company fails to undertake any such responsibility, the Town shall have the right to resolve or defend any such claim, demand, or suit at the expense of the Company.

SECTION 14. Severability, Third Party Rights

(a) If any provision in this contract is determined to be invalid, void, or unenforceable by any court or regulatory body having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders, and regulations of any governmental authority having jurisdiction over the parties, their facilities, or gas supply, this Contract or transaction or any provisions thereof.

(b) The rights hereunder in this Ordinance accrue exclusively to the parties, their successors, and assigns. It is the express intent of the parties that this franchise shall not create any rights in third parties.

SECTION 15. Effective Date, Term, Adoption, and Ratification

(a) This Ordinance shall be effective from and after the _____ day of _____, 2024, provided the Company shall have executed the written acceptance hereof at the end of this Ordinance, and shall exist in force for a period of 30 years hereafter, and continue in force year to year thereafter until cancelled upon written notice of either party at least one year in advance.

(b) All other Ordinances and clauses of Ordinances in conflict herewith are hereby repealed.

Adopted by the Town of Tryon the _____ day of _____, 2024, and hereby ratified.

J. Alan Peoples, Mayor

ATTEST:

Susan Bell, Clerk

APPROVED AS TO FORM:

William Morgan, Attorney

ACCEPTANCE BY COMPANY

Public Service Company of North Carolina, Incorporated does hereby accept and acknowledge the foregoing Ordinance, and in consideration of the benefits and privileges granted to it does hereby agree to the terms and conditions therein provided.

This the _____ day of _____, 2024.

PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED

By: _____
D. Russell Harris
Vice President and General Manager

ATTEST:

Karen W. Doggett
(Corporate Seal)

Its: Assistant Corporate Secretary

Agenda Item Summary Sheet



Meeting Date: February 20, 2024	Agenda Item Number: 15
Submitted By: Lourdes Gutierrez	
Attachments: TDDA Report	

Topic: Downtown/TDDA Update

Requested/Recommended Action & Motion:

Summary Explanation & Background: TDDA monthly report, along with Event request and Street Closures.

Town Priority/Goal (Strategic Plan):

Direct Financial Impact:

Indirect Financial Impact:

Funds Included in Current Budget: N/A
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Monthly Update- February 2024 Council Meeting
Director of Development, Town of Tryon
Lourdes Gutierrez

NC Main Street 4-point Approach to Downtown Revitalization:

- **ORGANIZATION** involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.
- **PROMOTION** positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.
- **DESIGN** supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.
- **ECONOMIC VITALITY** focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Organization:

- Creating a plan for an annual membership drive in June, soliciting individual, nonprofit, and business members.
- Reestablishing TDDA committees to include Design, Marketing, Membership & Volunteers, Finance and Economic Development. Committees are led by TDDA members, but additional participants are welcome.

Promotion:

- Working with Tim Daniels & Steven Siler on the first Guns N Hoses chili cookoff to be held at the shops on Trade Street during Fourth Friday (February 23rd). All funds raised will benefit the Tryon Fire Alliance.
- In the planning stages of the return of the Tryon April Fools Festival on Saturday, March 30^h from 12-4pm. We are requesting permission to host a Parade on Trade Street (Trade

Street closed from 12-1). Immediately after the parade there will be an outhouse race on Trade Street (Palmer to the Plaza). We are seeking musical & comedy acts to perform at the Plaza. The remainder of the festivities will take place in & near the Depot. We will host a Trashion Show (fashion made from recycled materials) & a Morris scavenger hunt (we will place Morris in different businesses for people to find).

- Preparations for 4th Friday for the remainder of the year underway. May will be dedicated to Historic preservation.
- Making final preparations for the Airstream Festival which will be held April 25-28th.

Design:

- The TDDA Design Committee along with Tim Daniels met with a lighting company to obtain bids for under lights along Trade. The Design Committee will also be looking at lighting options to replace the broken lights in front of Stotts.
- Updating upcoming events Gateway signage at town entrances and considering additional sign.

Economic Vitality:

- Will be working with TRIFF to highlight the vitality of the Town of Tryon as a potential sponsor.
- Attended Saluda Grade Trail advisory meeting. Preparing for a Tryon-based steering group.
- Will be hosting an after-hours networking event for business owners on March 6th at 5pm at Southern Agenda. We are aiming to provide a monthly networking event held at a local business.
- Met with multiple business owners, organizations and community members.

February 15, 2023

The owners of **Back Alley Boutique** are seeking approval for a **festival**. Here is their overview of the event.

Back Alley/Tryon Hempfest

Event: Back Alley Hempfest (which we did hear referenced to as the Tryon Hempfest last year, and if the Board is okay with that, we would love to bring more recognition to the town and call it the Tryon Hempfest this year and in the future)

Date: Preferred date of Sunday April 21, 2024 (we are also open to Saturday April 20, 2024, but we find that part of the appeal of our events is that they are on Sundays when there is less to do)

Time: Last year we did 2pm-7pm, we can be somewhat flexible with time depending on what is needed by the town.

Number of Vendors: Last year we had 20 vendors. The number of vendors depends on the space we are able to obtain. The goal would be to have 20-40 vendors depending on available space.

Anticipated number of festival goers: We had a surprisingly positive turnout of about 1,000 visitors last year at the first annual Hempfest. We are going to be expanding our advertising this year and have also greatly increased our store's customer base. We are anticipating a bigger turnout than we had last year. We will be advertising via radio as well as streaming services in Western North and South Carolina. We will do more regional advertising through newspaper(s), advertising at other similar events in places like Asheville, social media, etc. We hope to repeat the success we had last year with our advertising across Greenville SC, Spartanburg SC, Charlotte/Mecklenburg NC, Asheville NC, Hendersonville NC, & Brevard NC. We are discussing a second targeted social media campaign focused around northern WNC to draw visitors from the areas of Boone, Morganton, Mars Hill, Hickory, Newton, Lenoir, Marion, Black Mountain, Swannanoa, Waynesville, & possibly even Winston-Salem.

Will there be food & music: There will definitely be live local music, and we hope to have food as long as we can coordinate it appropriately within the town rules.

Location: Part of the festival will be in our parking lot at 28 Oak St, hopefully the whole backside lot like last year as long as we get permission again from the owners & property manager. We are presenting to the board in order to obtain more space for the festival close by such as Depot Plaza, McCown St, the public lot at the intersection of Palmer & Oak St, and/or the public lot at the intersection of Palmer & Maple. Places that have access to electricity would be best to allow for the live music.

Gabby & Ryan (Co-Owners)

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