

**TOWN OF TRYON
BOARD OF COMMISSIONERS
MCCOWN ROOM
MARCH 18, 2025**

6:30 PM WORK SESSION

**TOWN OF TRYON
BOARD OF COMMISSIONERS
MCCOWN ROOM
AGENDA
MARCH 18, 2025**

7:00PM

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. Tourism Board Minutes February 3, 2025
 - b. Town Board Minutes February 18 and February 25, 2025
 - c. Harmon Field Board Minutes February 4, 2025
 - d. Parks Committee Minutes February 11, 2025
 - e. Tax Reports
 - f. Financial Report for February 2025
 - g. Grant Status Report February 2025
6. Finance Committee Appointments
7. Tropical Storm Helene Damages and Restoration-Jim Fatland
 - A. Update
 - B. Professional Services Agreement with Rostan Solutions, LLC
8. Downtown Street Lights on Trade Street (E. Howard to Palmer)
9. Downtown/TDDA Update-Tim Daniels
10. Minimum Housing/Planning Update-Tim Daniels
11. Town Manager Report-Fatland
12. Council/Mayor Report
13. Citizen Comments & Responses
14. Continue Town Board Meeting to Wednesday March 26, 2025 at 5:30PM
15. Contract Award for Hidden Hill, Oak Street and Markham/Grady Sewer Rehab Project
16. Closed Sessions: Litigation 143-311(a)(3), Potential Litigation 143-311(a)(3) and Property Acquisition 143-318-11 (5)

Tryon Tourism Board
(Tryon Tourism Development Authority)
Minutes
February 3, 2025
4:30 P.M.

Chairman Mason-Freeman called the meeting to order at 4:30 pm at the Tryon Town Hall with five members present.

MEMBERS PRESENT: Maria Mason-Freeman, Chairman; John Vining, Vice-Chairman; Allan Casavant; Melanie Jackson and Steven Siler

MEMBERS ABSENT: Bill Crowell, Tryon BOC Rep

STAFF PRESENT: Meg Rogers, Secretary; Lourdes Gutierrez, Downtown Development Director; and Tracey Daniels, Website/Social Media Contractor

Welcome New Member Steven Siler

New member Steven Siler was welcomed. Siler introduced himself and provided some of his background information. Siler was currently the Public Information Officer for the Tryon Fire Department and also a media company executive. Siler was a developer with local rental properties. He had experience with Edible Low Country Magazine and was an at-large writer for several tourism magazines.

Approve Minutes from January 6, 2025

Minutes from the January 6, 2025 regular meeting were reviewed. Casavant made a motion to approve the January 6, 2025 regular meeting minutes as presented. Vining seconded the motion. Motion was approved by a vote of 5 to 0.

Approve Financial Reports for December 2024 and January 2025

The Tryon Tourism Development Fund FY 2024-2025 financial report for December 2024 was reviewed. Tryon Tourism Development Fund FY 2024-2025 Revenues as December 31, 2024 totaled \$ 9,285.85 (33.52%). Tourism Development Fund FY 2024-2025 expenditures as of December 31, 2024 totaled \$ 13,026.92 (47.03%). Fund balance as of December 31, 2024 was \$ 51,904.20.

The Tryon Tourism Development Fund FY 2024-2025 financial report for January 2025 was reviewed. Tryon Tourism Development Fund FY 2024-2025 Revenues as January 31, 2025 totaled \$ 10,390.91 (37.51%). Tourism Development Fund FY 2024-2025 expenditures as of January 31, 2025 totaled \$ 14,621.13 (52.78%). Fund balance as of January 31, 2025 was \$ 51,904.20.

Secretary Rogers drew attention of the Authority members to the copies of the Tourism Authority enabling state legislation, municipal ordinance, and bylaws in their agenda packets for reference on allowed uses of occupancy tax funds.

Casavant made a motion to approve the December 2024 and January 2025 Tourism Financial Reports as presented. Mason-Freeman seconded the motion. Motion was approved by a vote of 5 to 0.

Digital Kiosk

Gutierrez distributed an information packet and updated the Authority about the specifications of a Meridian kiosk similar to the interactive digital kiosk at the Nina Simone Plaza in downtown Tryon. For the space at the Maple Street Plaza, she recommended a wall-mounted version using the existing metal frame and base of the information board currently installed at the plaza. The recommended model would cost just under \$29,000 and include a 3-year warranty, shipping and installation. Annual software support for the kiosk would cost \$825 per year. Daniels stated that the new digital kiosk could be linked to the ExploreTryon.com website providing fast updates for business openings/closings and mapping. Sponsorships and advertising on the digital kiosk were discussed. Kiosk “skins” or decals could be added to the external case for sponsors. Decals would be less expensive than a manufacturer provided “skin” layer. Adding an art element or “VISITOR KIOSK” in black lettering down the sides of the digital kiosk was discussed. Casavant asked if the digital kiosk would be able to drill down to menus when restaurant icons were touched. Mason-Freeman asked if events of the week could be displayed on the digital kiosk. The Authority members asked who would maintain and update info on the digital kiosk? Tryon IS/Planning Director Tim Daniels would manage software updates and Gutierrez would update information weekly on the digital kiosk. Gutierrez requested that Tryon Tourism Development Fund provide 50% of the cost of the wall-mounted kiosk (\$14,500) and Town of Tryon and Tryon Downtown Development Association (TDDA) would each provide 25% (\$7,250) for a total of \$29,000. Gutierrez also asked that the annual support fee be paid as a budget item by Tryon Tourism Development Fund each year. The Authority members suggested seeking sponsors to pay the annual support fee.

Casavant made a motion to approve allocation of \$14,500 from the Tourism Development Fund for 50% of the cost of purchase, shipping and installation of the wall-mounted Meridian electronic kiosk at the downtown plaza. Jackson seconded the motion. Motion was approved by a vote of 5 to 0. Gutierrez told the Authority that it would be March or April before the kiosk purchase contract was closed. It was suggested to include QR codes and consistent branding and look for the kiosk display. The digital kiosk might encourage downtown restaurants and businesses to stay up-to-date with technology to benefit from the kiosk’s features.

Jackson stated that better lighting was needed at the plaza fountain. There were lights at the fountain, but they were not working at this time. The Authority asked that the fountain lighting be repaired for the next year. Gutierrez reported that businesses on Pacolet Street had asked for more promotion of “Uptown Tryon” on Pacolet Street. Downtown holiday lighting was discussed briefly. It was suggested that Bill Crowell be asked if he could make ornament lights for the clocktower hillside at a lower cost than commercially available options.

Music on the Plaza

Gutierrez presented a request for funding for live musicians to perform on the downtown plaza at Tryon 4th Friday events for four months in FY 2024-2025, March, April, May & June 2025 at \$300 per month for a total allocation of \$1,200. TDDA would provide any remaining funding for the bands. There was concern about access to the plaza tables & chairs. More chairs and tables had been added to the Maple Street Plaza as well as on the new deck on Depot Street. The Authority was assured that the new restaurant on the plaza, Throwbox, would not restrict access to the plaza tables & chairs. Scheduling live music on dates other than Tryon 4th Friday events to generate more overnight tourism instead of local or day-trip participation was discussed briefly. Jackson stated that it was good for B&B and

vacation rental guests to have things to do downtown such as the live music on the plaza. Once a month bigger band versus smaller local bands more often was discussed. Purchasing lighting and sound equipment to make the plaza more performance-ready to decrease the cost of band setup was suggested, but most small bands preferred to provide their own familiar equipment. Tracey Daniels suggested that sponsors could be sought for funding the live bands later. Gutierrez suggested that she could reach out to Throwbox restaurant regarding their indoor stage.

Jackson made a motion to approve funding of \$1,200 (\$300 per month for March, April, May and June 2025) for live music on the plaza. Casavant seconded the motion. Motion was approved by a vote of 5 to 0.

Saluda Grade Trail Update

The lawsuit to recover property value by land owners along the Saluda Grade Trail right-of-way was in process but was not expected to stop the trail project, just compensate affected owners along the right-of-way.

Website & Social Media

Tracey Daniels had submitted a printed report for January 6, 2024.

Social Media Status Report-ExploreTryon Facebook Page (Updates below for last 30 days unless noted)

- 8-10 posts per week; tourism focused
- 14 new followers (total followers = 7,911)
- Most liked posts
 - * Tryon Midnight – asking for photos 1/1/2025
 - * Fitzgerald's Valentine's Day event post
 - * Trade Street Diner "Now open for dinner" announcements
 - * First Peak "things to do" posts

Website Update

- Worked on SEO for business listings & wording updates
- Cleaned up some categories and backend maintenance on the website

Miscellaneous

- Researched and wrote e-mail/memo related to the Tourism Development Authority expenditure restrictions with respect to the Tryon Museum/Visitor Center funding request presented at the January meeting.
- Coordinated week of 1/30/2025 First Peak newsletter and info distributed in six places in Tryon while First Peak Director Melinda Massey was short-staffed
- To attend the next Polk County Economic and Tourism meeting scheduled for March 2025
- Answered 10 incoming travel tourism e-mail questions from website/social media and referred along to direct contacts
- Worked with TRAVEL & LEISURE art editor for upcoming feature on Tryon. Daniels would send links and get more information
- OUR STATE magazine would be doing a feature article on Tryon Toy-Makers in December 2025 issue. Daniels and Gutierrez sent then photos for the feature.

SWOT Analysis Update – Work Plan Discussion

Siler asked if a unified gift card for all downtown businesses might stimulate the downtown economy. Something similar had been attempted some years ago with “Morris” bucks but the promotion did not do well due to merchant reluctance to participate.

There was interest in what could be done to help attract more business traffic during slow months of the year. Inviting tourism professionals to Tryon for a workshop/conference with guided tours of the area was suggested. North Carolina Main Street sponsored annual conferences, but Tryon lacked the large capacity venues required to host these events. Potential venues for conference events included Tryon Theatre, Tryon Fine Arts Center, and The Fitzgerald. Partnerships with local accommodations such as Pine Crest Inn, Greenlife Inn at Mimosa, and other vacation rentals/air B&Bs as well as negotiated block of rooms with a larger hotel might work for workshop/conference events.

Partnering with non-profits like Tryon Arts & Crafts School or Tryon Painters & Sculptors and accommodation providers to host weekend immersive art or writing retreats was suggested. The members were asked to come up with more ideas to promote Tryon Tourism.

Other

Stackable Giant Christmas Ornament Balls - Gutierrez reported that purchase of stackable giant Christmas balls was being considered for display downtown next Christmas and business sponsors for each ball, if the purchase was approved. There was an opportunity to purchase four 24-inch stackable Christmas ornament balls for a discounted amount of \$2,800. Gutierrez would get more information before presenting a request for funding.

OPEN flags – Providing new “OPEN” flags for downtown businesses to replace the old light blue ones with black and white new ones similar to flags used in Shelby NC was discussed. The “OPEN” signs would encourage visitors/shoppers to go further down to the end of the streets throughout the downtown. New flags could be distributed for free with the requirement that the business would put them out and take them in daily.

Confirm Date for Next Regular Meeting

The next regular meeting of the Tryon Tourism Development Authority was scheduled for Monday, March 3, 2025 at 4:30 pm at Tryon Town Hall, McCown Room. The meeting date was confirmed.

Adjourn

Mason-Freeman adjourned the meeting at 5:40 pm.

Prepared by

Approved:



Meg Rogers
Secretary

Maria Mason-Freeman
Chairman

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL – MCCOWN MEETING ROOM
FEBRUARY 18, 2025 6:30 PM**

WORK SESSION

Present: Mayor J. Alan Peoples

Mayor Pro Tem Skip Crowe

Commissioners Present: Bill Crowell, Tracie Morris, Julie Lambakis

Staff Present: Tim Daniels, Planning Director/Assistant Town Manager

Emily Dale, Town Clerk

Greg McCool, Public Works Director

Brad Gordon, Harmon Field Superintendent

Scott Holt, Police Chief

William Morgan, Town Attorney

Steven Siler, Public Information Officer

Lourdes Gutierrez, TDDA Exec. Director

Mayor Peoples called the work session to order.

Items discussed:

1. Mayor Pro Tem Crowe mentioned the good session the Public Works committee had
2. Commissioner Crowell mentioned to Public Works Director Greg McCool about the issue with some of the street lights
 - a. Tim Daniels and TDDA Executive Director Lourdes Gutierrez mentioned they are working on getting new poles around Stott's Ford
3. Mayor Peoples stated there was an individual who was fined for trespassing at Harmon Field after he had driven around multiple barriers. Reiterated that the park is still closed and awaiting on assistance from FEMA.
 - a. \$50,000 was spent to a Bryson Jones to remove debris along with an additional \$30,000 in Polk County Landfill fees. Brad Gordon stated he is trying to get a discount for the Landfill fees.

Mayor Peoples entertained a motion to adjourn. Commissioner Crowell moved and motion passed unanimously.

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL – MCCOWN MEETING ROOM
FEBRUARY 18, 2025 7:00 PM**

Present: Mayor J. Alan Peoples

Mayor Pro Tem Skip Crowe

Commissioners Present: Bill Crowell, Tracie Morris, Julie Lambakis

Staff Present: Tim Daniels, Planning Director/Assistant Town Manager
Emily Dale, Town Clerk
Greg McCool, Public Works Director
Brad Gordon, Harmon Field Superintendent Scott Holt, Police Chief
William Morgan, Town Attorney Steven Siler, Public Information Officer
Lourdes Gutierrez, TDDA Exec. Director

I. CALL TO ORDER

Mayor Peoples called the meeting to order.

II. INVOCATION

Mayor Peoples led the invocation with a moment of silence.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Crowe led with the Pledge of Allegiance.

IV. AGENDA ADOPTION

Mayor Peoples asked for any deletions, additions, or corrections to the agenda. Tim Daniels stated that the Appointment to the planning board needed to be removed from the agenda. Mayor Peoples acknowledged and suggested a motion be made to remove that item and adopt the agenda. Commissioner Crowell so moved. The motion carried unanimously.

V. CONSENT AGENDA ADOPTION

Mayor Peoples asked for any questions, comments, thoughts, exclamations, or clarifications to the Consent Agenda. Hearing none he made a motion to adopt the Consent Agenda. Commissioner Crowell so moved. The motion carried unanimously.

VI. UPDATE ON TROPICAL STORM HELENE DAMAGES AND RESTORATION

Tim Daniels stated that himself, Greg McCool and Harmon Field Supervisor, Brad Gordon, were continuing work with the Town's FEMA representative to expedite the grant portal submission. On February 3 site inspections took place for Melrose Avenue Ext, Winner's Circle, and East Howard St. This portion of the work has already been completed and submitted for processing to Consolidated Resource Center for review. Upon completion of the review process funds will be sent to the state and then we will coordinate with the state to receive funds. Mr. Daniels reported that the inspection and submitting process must be completed for all categories which were debris removal and all of Harmon Field's projects. A special shoutout was given to Brad Gordon for all of his hard work over the past several months with this process.

Tim Daniels stated that contractors started work at Harmon Field on February 10 to remove the debris from the equestrian side of the park and take it to the Polk County Landfill. As previously stated, all of the soil tests came back negative. Brad Gordon is working with Polk County on a way to reduce the landfill fees. The Town is also working with John Walters on restoration of the buildings which includes bringing structures into ADA compliance. The Harmon Field Board has also approved that no more rentals will be allowed at the park until further notice, except for the Open Air, which is subject to Board Approval.

Contractors have also started the process of removing the mats, regrading and replacing the mats in the stalls in Barns 1 and 2.

Quotes are being obtained to rebuild Harry Dallara baseball field. Tim and Brad are working on additional sources are funding with organization such as Duke Power and the Laura Jane Musser Fund. There are still issues with visitor entering restricted areas. Tim Daniel urged the public to please only visit open areas of the park.

VIII. PUBLIC WORKS AND UTILITIES COMMITTEE

The committee held their first meeting February 6. Four citizens attended meeting and are interested in serving on the committee. Commissioner Morris made a motion to establish the Public Works and Utilities Committee. The motion carried unanimously. Dr. Warren Carson, Stan Gibson, Timothy McNeil and Davie Delancy were the citizens interested in gaining appointment to the Committee. Commissioner Morris asked how many would be voting members. Tim Daniels stated that it only an advisory committee. Mayor Peoples stated that the committee is simply to help gain more insight into the committee and made a motion. Commissioner Crowell so moved. The motion carried unanimously.

IX. DOWNTOWN/TDDA UPDATE

TDDA Executive Director Lourdes Gutierrez stated that TDDA has five board members, one council member and two staff members attending the NC Main Street Conference in Mooresville, NC in March. Commissioner Lambakis is going to attend.

The Chili Cook Off is on February 13 with 28 participants registered so far. The ribbon cutting for the Nest was well received. Gutierrez thanked Commissioners Crowe, Crowell and Lambakis for their attendance at their ceremony.

She also acknowledged Kenneth Arrowood and Brendan Sprouls for their work Downtown. Typically, Harmon Field workers they have been working with the Town to pressure wash parts of town, laid rock at the community deck, installed all the deck furniture and have started working on the Town welcome signs.

SPECIAL PRESENTATION-SECOND WIND HALL OF FAME

President of Second Wind Hall of Fame, Carol Browning provided a brief history of the Second Wind Hall of Fame stating that it was started over 50 years ago and the Tryon chapter is the only remaining chapter. Their mission is to identify outstanding volunteers who contribute to their community. They seek to recognize those who have a productive life after retiring and gotten a “Second Wind” and began a new career of service to their community and mankind. The TDDA would like to recognize one of its volunteers, Denny Crowe, for Second Wind. Denny Crowe is a member of TDDA and part of the design committee, Tryon Garden Club, Holy Cross Flower Guild and Lanier Library Board. Carol Browning then presented Denny Crowe with a certificate electing her to Second Wind Hall of Fame. Denny Crowe thanked her many friends and her husband Skip Crowe for all of their help and support.

In continuation of the TDDA update a Road Closure request was made by Ryan Mesa and Gabby Horvath for Hempfest. The closure would be for Depot St. on April 27, 2025 from 12-9. Mayor Peoples asked to entertain a motion. Motion was made and so carried.

Gutierrez then provided an update on the Morris the Horse trademark. The recommendation was a \$50 annual fee along with a 10% residual over \$1,000 if the Council chooses. The residual would also be self-reporting. Mayor Peoples expressed his desire for the annual fee to have a special fund. Gutierrez stated that Town Clerk Emily Dale had been contacted and advised that a special fund could be set up in Tourism to help with Holiday décor, etc. The council then discussed the two options with Commissioner Morris asking for the 10% residual to be considered especially in case someone came up with a great idea. Mayor Pro Tem Crowe made a motion for a \$50 annual fee along with self-reporting 10% residual on all sales over \$1,000. The motion carried unanimously.

X. MINIMUM HOUSING/PLANNING UPDATE

Tim Daniels stated that 160 Cleveland St.’s complaint hearing will conclude at the end of the month and then an update will be provided. A house outside of jurisdiction on Jackson St Ext. was brought to Daniels’ attention. Since it is outside his jurisdiction, he is working with county to provide any information or help they may need. The initial process of sending out letters has been started for 112 Jackson St as well. Commissioner Crowell brought up a question of jurisdiction regarding the old Grover Plant. He stated since it is the “gateway” to our town and the condition is deteriorating the Town should

look into options. Steven Siler stated that an offer had been made on the property. Daniels stated that it may be best to see what happens if the property is purchased.

XI. ANNUAL AUDIT REPORT FOR YEAR END JUNE 30, 2024

Daniels stated that the annual audit report is ready; however, since Town Manager Fatland is not in attendance due to a conference that the contract for an Audit Amendment Time Extension be signed and the meeting be continued until February 25 at 4:00 for the Audit presentation. Mayor Peoples stated this was the closest we've been in a long time to getting it turned in on time. Commissioner Morris stated that she would not be available for the meeting and that there was a TDDA meeting at that time. The question was made regarding options such as recessing, special or emergency meeting. Commissioner Morris asked if she could be present during Zoom and if she could legally vote. Town Attorney Morgan stated she could only if there was a state wide State of Emergency. Since a Quorum would be available it was agreed to recess meeting until February 25.

XII. TOWN MANAGER REPORT

Tim Daniels stated the Town was partnering with the Foothills Regional Commission to conduct a parking study as part of their due diligence in regard to Rails to Trails and new businesses. The hope is to identify any future increases to downtown traffic. Citizens were encouraged to visit tryonparkingstudy.com to take a survey. The survey will be open for several weeks.

Daniels and Gutierrez are working on Grant for additional bikes and those initial talks are going well. Quotes are being gathered for repair/replacement of the damaged Clock Tower stairs. Citizens are urged to please respect the barricades in place at the stairs. The equipment to up light the trees has arrived with hope for installation to take place once milder weather arrives.

XIII. COUNCIL/MAYOR REPORT

Commissioner Lambakis stated she had attended several different board meetings recently and was so encouraged by the number of citizens at each and how involved they were. Commissioner Crowell thanked Town employees and acknowledged the effort of new employees. Commissioner Morris also thanked staff and mentioned that herself and Town Clerk Emily Dale were going to be attending comprehensive financial training class sponsored by the NCLM. Upon completion she is eager to begin working on the Finance Committee. Mayor Pro Tem Crowe provided a special thank you to Denny Crowe and Carol Browning. He also acknowledged the effort of the city staff. Mayor Peoples thanked the staff and also reminded citizens to please respect the barriers at Harmon Field.

XIV. CITIZENS COMMENTS & RESPONSES

Alan Casavant distributed paperwork to the Board regarding commercial entities in residential areas. He stated an issue had arisen regarding a property near his home that was requesting rezoning that would allow for a gas station. The Planning Board had voted on the matter and it passed 3-2. Casavant stated

that per a state statute it is strongly recommended that anyone within 500 ft be notified and that he nor his neighbors were. It was also stated that the responsibility for the notification falls on the applicant and not on the Town. The Town simply provides the list. Nina and Rob Wolfe, residents of 75 Country Club Rd., wrote a letter stating they were not notified regarding the rezoning for 895 N Trade St in November 2024. The letter asked for Council to exercise oversight regarding the Planning Board. Town Attorney William Morgan then stated that the application regarding 895 N. Trade St was withdrawn. Mr. Casavant stated that he would like Council to meet with the Planning Board twice a year to explain their vision. He also feels that Council should provide a comprehensive plan to the Board as well as individuals on the Planning Board should take classes. A two-term limit was also suggested.

XV. RECESS

Mayor Peoples entertained a motion to recess. Commissioner Crowell so moved and motion passed unanimously.

I. CONTINUATION OF RECESSED MEETING

Mayor Peoples called to order the continued meeting from February 18, 2025.

II. AGENDA ADOPTION

Mayor Peoples asked for any deletions, additions, or corrections to the agenda. Hearing none a motion was made to adopt and passed unanimously.

III. APPOINTMENT TO PLANNING BOARD

Steven Siler applied for appointment to the Planning Board. Commissioner Crowell made a motion to accept appointment. Motion carried unanimously.

IV. 2024 AUDIT PRESENTATION

The 2023-2024 audit was presented by Michael Carey from RH CPAs. Mr. Carey provided copies of his presentation and yearend financial statements to Council. A copy of both of these documents is kept with the Town Clerk for review. Overall, the Town improved with this audit from the prior year. Two significant deficiencies were found. The first dealt with the year end closing process. Improvement was seen in this area as the number of year end journal entries was reduced to 13 this year. Mr. Carey stated he hoped to begin working with Emily Dale earlier in order to prevent this from happening. The second deficiency was a rollover from the prior year and covered State Pre Audit procedures. This issue was credited to a lack of staff. Additional staff members were hired in 2024 in hopes to correct this problem.

The Town total net position increased by \$519,183 over prior year and combined fund balances saw an increase of 13.04% to a total of \$2,617,022. The unassigned fund balance for the General Fund was \$1,902,747.

Upon completion of the audit presentation Mayor Peoples asked if there were any questions, hearing none he asked for a motion to approve. Commissioner Crowell so moved and motion passed unanimously.

V. 2024 LGC AMENDED CONTRACT

Mayor Peoples and Town Manager Fatland signed the amended LGC contract. The Tourism board would be given their contract to sign at their next available board meeting with the understanding that the report would be submitted to the Local Government Commission on February 28, 2025 and the signed contract submitted as an adjustment.

VI. CITIZENS COMMENTS AND RESPONSES

No citizens comment.

VII. ADJOURN

Mayor Peoples entertained a motion to adjourn. Commission Lambakis so moved and the motion passed unanimously.

MINUTES OF THE HARMON FIELD BOARD OF SUPERVISORS MEETING
Tuesday, February 4, 2025

Chairman Warren Watson 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 Warren Watson; Vice-Chairman Lynn Cromer; Secretary-Treasurer Rick Covil; Greg Miner and Steve Sloan

Board Members Absent: none

Staff Present: Brad Gordon, Park Superintendent; and Meg Rogers, Town Secretary/Cashier

Tryon Riding & Hunt Club

Tryon Riding & Hunt Club President Joanne Gibbs provided information regarding the history of the Tryon Riding & Hunt Club (TRHC) and its long relationship with Harmon Field. Tryon Riding & Hunt Club would be celebrating its 100th anniversary in 2024 and hoped to reconnect with Harmon Field and play a role in Harmon Field's recovery from the damage caused by Tropical Storm Helene. Harmon Field Park Superintendent Brad Gordon and Tryon Parks Committee Chairman Greg Miner had met with TRHC representative Donna Younkin recently to discuss the list of needs at Harmon Field and its equestrian area. The TRHC Board of Directors would be meeting next week and they would be talking about what TRHC might do to help Harmon Field's recovery. Suggestions for fundraising and publicity to raise awareness of Harmon Field's needs were discussed briefly and included articles in the Tryon Daily Bulletin and TRHC's quarterly Horse Country publication, contacting local equestrian organizations to discuss fundraising events and volunteer opportunities, and reaching out to manufacturers and suppliers for donations of supplies and materials to make repairs. The TRHC's Carter Brown Memorial BBQ event held a few years ago at Harmon Field had a big turnout. Gordon noted that the most pressing problem of holding equestrian shows and other events at Harmon Field was the limited parking available at this time. Timeline for access to the damaged areas of the Harmon Field property was not known at this time. Cromer exchanged contact information with Gibbs to collaborate on articles in the local media.

Approve Minutes from January 7, 2025 regular meeting

The Minutes from the January 7, 2025 regular meeting of the Harmon Field Board of Supervisors were reviewed. Covil made a motion to approve the Minutes from the regular meeting on January 7, 2025 as presented. Cromer seconded the motion. Motion was approved by a vote of 5 to 0.

Approve Financial Report for January 2025

The January 2025 Harmon Field financial report was reviewed. According to the report, Harmon Field had received \$260,416.04 (60.76% of the amended FY 2024-2025

budgeted revenues). Total Operating Expenditures were \$174,397.67 (54.15% of the amended FY 2024-2025 budgeted operating expenditures) and Capital Expenditures totaled \$30,818.68 (28.92% of the amended FY 2024-2025 budgeted capital expenditures). Total Expenditures were \$205,216.35 (47.88% of the amended FY 2024-2025 budgeted total expenditures).

Gordon reported that the confirmed fund balance from FY 2024-2025 was still pending the auditors' report. Gordon was asked to relay to Town Manager Fatland a request for a timeline on when the fund balance would be available. Covil commented that the wages and benefits seemed high for the year-to-date. Gordon explained that some of those expenses incurred the first 3-4 weeks after the storm would be reimbursed by FEMA.

Miner made a motion to approve the January 2025 financial report as presented. Sloan seconded the motion. Motion was approved by a vote of 5 to 0.

Update on Storm Damage & Cleanup

Harmon Field Park Superintendent Gordon went over points related to storm recovery from his printed report for February 2025.

- Gordon had been working with Federal Emergency Management Agency (FEMA), Polk County and the Town of Tryon to ensure that the park was getting fixed and that repairs were in compliance with all entities. Assessments involved a structural engineer and a NC Department of Transportation (NCDOT) bridge engineer. Bridge to "hog heaven" area was not damaged, but the bank erosion on the bridge abutment on both sides was a problem. For buildings, if the repair estimates totaled more than 50% of the original appraised value of the structure, the structure would have to be demolished. Repair would not be allowed.
- FEMA was scheduled to do a site visit at Harmon Field on February 4, 2025, but with so much of the park still under mud and sand, they rescheduled to meet on February 7, 2025 to discuss and ask more questions. Gordon would also be presenting a slide show to help the site inspectors with visual representations.
- Jones Land Construction started work on Monday, January 28, 2025. Work started with cleaning out the river barns and would be in full swing the first week of February. Cleanup work would take approximately four weeks and included removal of all debris, mud, sand and silt, cleaning out all barns, and reseeding "hog heaven" area.
- Once the storm debris was removed, the Harmon Field crew would begin assessing hidden storm damage revealed during the cleanup process and reporting to FEMA and Town Manager Jim Fatland. Drains in wash stalls would have to be checked and cleared of silt, if needed. Rain gardens would have to be taken back to bare dirt and reseeded. FEMA would pay for some of that. Gordon and Warren Eadus were concerned about the cost of native seed to reseed the rain gardens. Other areas would be reseeded by staff as they were cleared. Timing for reseeding of cleared areas and rain gardens could be a challenge.

The Board asked if FEMA would reimburse lost revenue at Harmon Field due to damaged facilities and lost wages. Chairman Watson asked if it was worth waiting on FEMA funding?

Revise Date for Resuming Facility Reservations

Harmon Field Park Superintendent Gordon recommended suspending all facility reservations for 2025. Town cashier Meg Rogers would notify groups that had prepaid reservations in 2025 and coordinate refunds of all prepaid rental fees. Gordon suggested that a few events might be allowed at the Harmon Field gym. Requests would be evaluated on a case-by-case basis. Covil made a motion to approve cancelling all facility rentals at Harmon Field (excluding the open-air gym) until further notice. Sloan seconded the motion. Motion was approved by a vote of 5 to 0.

Park Superintendent's Report

Harmon Field Park Superintendent Gordon briefly went over his printed report for February 2025.

- The Harmon Field staff painted Rogers Park restrooms and railing on steps at railroad crossing and fixed and painted town event signs and assisted in cutting a trail in Woodland Park
- As temperatures warm up, staff would be pressure washing and painting the gazebo and tennis court backboard and poles at Harmon Field.
- Greg Miner and Gordon were invited to a meeting with Tryon Riding & Hunt Club (TRHC). TRHC asked what Harmon Field needed to help with restoring the equestrian side of Harmon Field. Gordon explained to them how profits from equestrian events were earmarked for maintenance of the equestrian area. TRHC was enthusiastic about helping. Gordon was also in contact with Lewis Pack regarding getting the first two equestrian barns fixed and back in shape to host small horseshows, if possible.

Watson asked how the Town of Tryon would reimburse Harmon Field for Harmon Field staff time spent on Town projects?

It was reported that Charles Dallara was in town and had been assessing the damage at the Dallara baseball field at Harmon Field. Fencing repairs would cost several thousands and replacement of the infield dirt that was washed away would also be expensive.

Update on Open-Air Gym

Gordon reported that he had spoken with project contractor Derek Champion. Tryon Public Works Director Greg McCool, Tryon Town Manager Jim Fatland and Gordon would be meeting with Champion on February 6, 2025 to discuss the work restart date, small change orders, and completion date. Gordon was concerned that FEMA and County inspection issues might complicate proceeding with the gym project.

Other

Volunteers to help Harmon Field – Mr. Sam Oliver reported that Mitchell County Assistance had some of the same delay problems with FEMA. Oliver was eager to volunteer to help with recovery at Harmon Field when FEMA was done. Volunteers could do painting, spreading mulch, assist with planting/seeding. Gordon was concerned about liability issues and volunteer oversight. Greg Miner suggested having all volunteers sign liability waivers such as the forms used by Conserving Carolina organization. Oliver suggested having a good volunteer coordinator could make volunteer work at Harmon Field very effective. Tryon Arts & Crafts School Director Will Barclift thanked Gordon for all his work at Harmon Field and recommended getting a skilled knowledgeable professional volunteer to serve as volunteer coordinator/supervisor so as not to burden Harmon Field's small workforce with this large additional responsibility. The Board asked for an update on volunteer opportunities at the next meeting.

Next Meeting Date

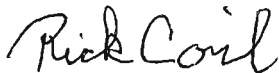
The next meeting was scheduled for Tuesday, March 4, 2025, 5:30 pm at Tryon Town Hall, McCown Council Meeting Room.

Adjourn

Miner made a motion to adjourn. Motion was seconded by Cromer and approved unanimously. Meeting was adjourned by Chairman Watson at 6:35 pm.

Submitted By:

Approved:



Rick Covil
Secretary-Treasurer



Warren Watson
Chairman

Tryon Parks Committee Minutes February 11, 2025

The Tryon Parks Committee met on February 11, 2025 at Town Hall. The meeting was called to order at 4:05 PM by Greg Miner, Chairman. Committee members present were Jim Fatland, Greg Miner, Amy Arledge, Vard Henry, Susie Hursey, and Karen Bird. Alan Peoples (Mayor and Town Commission representative) and Brad Gordon (Park Supervisor) were also present.

The minutes of the January meeting were unanimously approved and e-mailed to Emily Dale, Accounting Manager, for distribution to the Town Commissioners.

Parks Reports:

Bryan Park- No report.

Depot Garden Park- No report.

Greene Corner Park- No report.

Lanier Park- undeveloped park of the future- No report.

Park on Trade- No report.

Rogers Park- due to weather, the Parks Committee walk through was again postponed. Brad Gordon provided a detailed list of items that need to be addressed. (Attached). Committee members will have a walk through prior to our next meeting so that we may discuss our goals at that time. The plan must be completed before the end of March so that it can be included in the upcoming budget.

At this time, the main concern is the upkeep and preservation of the park. During the Summer Tracks season continuing issues include plants being walked on, food vendors location, and the number of attendees allowed in the park at any one time.

Rotary Clock Tower Plaza & John Cowan Memorial Park- No report.

Vaughn Creek and Ziglar Field- A clean up day was held on February 1st at which time we collected tires, a mattress, and many bags of debris from the stream banks at Ziglar Field.

The State of NC DOT will be rebuilding the bridge over Vaughn Creek in the near future. At the same time, they will pave a strip along the roadside from approximately the picnic shelter to the corner of New Market Street and Vaughn Street to provide parking.

Woodland Park- The grant from the PCAC has been officially approved. It is a \$1,000 matching grant for additional plantings and mulch at the IGA entrance, and must be finished by the end of May. We will begin looking for plants at the March 28th Native Plant Sale sponsored by "Gardening for Life". We anticipate no problems completing this project on time.

Old Business:

Committee Members- We will continue to seek at least 2 new members for the committee, one from Tryon Garden Club and one from the Eastside.

*According to the original Committee Guidelines:

"Park Committee membership: 1 member of the Green Blades Garden Club, 1 member from the Tryon Garden Club, 1 member from the Eastside Community, 1 member from the Tryon Town Council, all other members are selected at large. Originally it was hoped that there would be 9 members of the committee. The most we ever had was 7 members. There are no term limits."

New Business and Other Information:

Brad Gordon was especially helpful explaining the Town maintenance of the parks. The committee appreciated his input and hope that he will continue to attend meetings. He informed us of the following items: Grants are available for river clean up (Vaughn Creek) and clean up of old trash dumps (Ziglar). Availability of town workers for the parks- we should either submit a work order or call Mr. Gordon when we need help from the Town.

Greg Miner reported that SunnyDale has requested that the bear-proof garbage cans be emptied more thoroughly.

Signs: Robin Edgar suggested a sign at Vaughn Creek stating "no biking, fires, or taking native plants." Decision was made to monitor the situation.

Sign at Ziglar Field- The committee reported our concern about the amount of dangerous debris at

Ziglar Field and suggested a sign saying “Caution, broken glass and metal” for liability purposes. Decision was that it was not necessary.

No Parking sign at entrance to Vaughn Creek. Decision made yes.

Pedestrian Crossing sign on New Market Road as you approach the entrance from Town. Decision- possibly.

History of railroad trestle- in progress.

A discussion was held about the proposed “Harriett’s Garden” site on Town property which adjoins Woodland Park. Mayor Peoples’ vision is an area with seating and a simple shelter (lean-to), and a garden planted with sunflowers. His expectation is that it will be a part of Woodland Park, and maintained by park workers. Construction of a trail has begun connecting it to Woodland, and new signage at the parking lot on Chestnut Street was proposed (prototype attached). The Parks committee expressed surprise and disappointment that we had not been notified, nor asked for approval. The committee asked how it would be funded and reminded everyone that the Dawson Chiles Fund monies may not be used without approval of the committee.

Future “Payne Memorial Garden”- the question was asked if this project would be the Parks Committee responsibility. The answer is no. Earlier on, we voted that it not be included in the Town Parks system and that it would be considered a private garden.

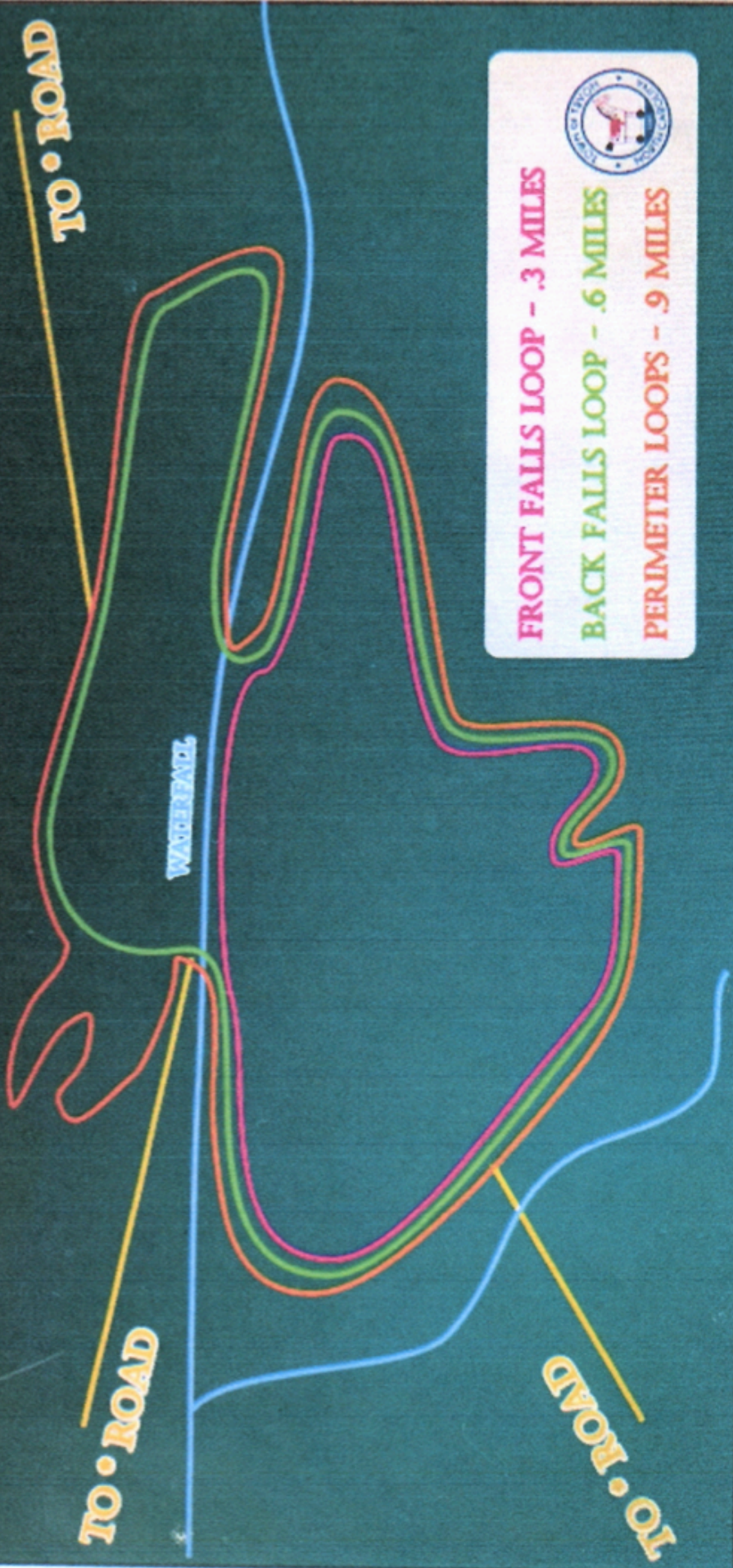
There being no further business, the meeting was adjourned at 5:35.

Respectfully submitted,
Susie Hursey, Secretary

Attachments:

Rogers Park Work List
Prototype for new sign(s) at Woodland Park.

WOODLAND PARK



FRONT FALLS LOOP - .3 MILES

BACK FALLS LOOP - .6 MILES

PERIMETER LOOPS - .9 MILES

Rogers Park Work

Restrooms

- Repaint inside park restrooms- remove all hardware, scrape and remove old caulking, sand walls to let paint adhere to walls, tape off items as to not get paint on them and put plastic on floors, paint walls and ceiling, check over work.
- Fix door frames at the bottom were rotted in bathrooms- remove rotten door frame to good wood, put in place new framing and wood putty or caulk as needed.
- Pressure wash the outside of the building and pergola area- use exterior wood cleaner and pressure wash the exterior of building.
- Build small retaining wall behind the building to help with erosion of bank behind building.
- Install weed matting and large river rock behind building to help with mud splashing up on building.

Picnic Pergolas

- Pressure wash- Pergolas, rock walls, and concrete pads
- Clean table and chairs- Check for loose for missing parts
- Stain the Cedar Pergolas with a very light Cedar stain or clear coat.

Stage Area

- Pressure wash stage roofing, rock walls and concrete pad
- Check guttering off the roof
- Pressure wash small wooden bridge from seating to stage and check for loose or missing screws.
- Check Electric and lighting

Seating Area

- Pressure wash rock seating, walls and steps
- Check all electric and lighting
- Check for loose rock and fix as needed
- Install small gravel as needed

Flower Beds

- Prune plants as needed

- Remove ivy from plants at base
- Mulch as needed
- Pressure wash and clean water fountain and plaque
- Check all electric and lighting

Walk Path

- Pressure wash walk path
- Remove algae and moss as needed
- Repaint hand rails- sand metal hand rails and paint with a rustoleum black
- Pressure wash entrance pillars and check lighting

| TOWN OF TRYON | | | | | | | | | |
|----------------------------|------------------|--------------|------------|------------|------------|------------|------------|------------|-----------|
| UNPAID TAX BALANCES | | | | | | | | | |
| | 6/30/2024 | 7/31/2024 | 8/31/2024 | 9/30/2024 | 10/31/2024 | 11/30/2024 | 12/31/2024 | 1/31/2025 | 2/28/2025 |
| 2014 | | | | 154.45 | 155.97 | 156.73 | 157.51 | 158.29 | 159.07 |
| 2015 | 2,532.80 | 2,543.12 | 2,553.50 | 2,235.87 | 2,255.00 | 2,264.70 | 2,274.46 | 2,284.29 | 2,294.19 |
| 2016 | 3,583.18 | 3,600.94 | 3,618.83 | 2,894.91 | 2,923.15 | 2,937.48 | 2,951.90 | 2,966.42 | 2,981.04 |
| 2017 | 2,776.78 | 2,791.10 | 2,805.50 | 2,199.19 | 2,221.17 | 2,232.26 | 2,243.46 | 2,254.75 | 2,266.12 |
| 2018 | 2,135.04 | 2,148.11 | 2,161.27 | 1,539.10 | 1,558.11 | 1,567.71 | 1,577.37 | 1,587.11 | 1,596.92 |
| 2019 | 2,316.67 | 2,331.73 | 2,346.90 | 1,759.95 | 1,783.05 | 1,794.72 | 1,806.45 | 1,818.27 | 1,830.19 |
| 2020 | 1,721.21 | 1,732.79 | 1,744.43 | 1,182.68 | 1,198.69 | 1,206.60 | 1,214.73 | 1,222.94 | 1,231.19 |
| 2021 | 2,144.80 | 1,972.00 | 1,906.12 | 1,366.57 | 1,384.74 | 1,393.93 | 1,403.15 | 1,412.46 | 1,421.82 |
| 2022 | 8,136.10 | 7,792.83 | 7,492.88 | 6,904.53 | 6,950.72 | 6,948.76 | 6,548.78 | 5,788.36 | 4,719.81 |
| 2023 | 18,272.30 | 18,006.41 | 17,378.09 | 17,378.09 | 17,538.93 | 17,211.85 | 16,381.10 | 14,631.94 | 14,577.06 |
| 2024 | | 1,327,382.41 | 611,420.11 | 537,072.38 | 526,387.97 | 472,196.60 | 227,881.54 | 115,629.37 | 66,011.13 |
| TOTAL | 43,618.88 | 1,370,301.44 | 653,427.63 | 574,687.72 | 564,357.50 | 509,911.34 | 264,440.45 | 149,754.20 | 99,088.54 |

HOLDING

| NAME | YEARS | Dec-24 | Jan-25 | Feb-25 | Mar-25 |
|-----------------------------------------------------|-----------|----------|----------|----------|---------|
| A MACCHERONE, LLC | 2016 | 354.06 | 356.03 | 358.00 | 359.99 |
| AMPAR, DISTRIBUTION LLC | 2023-2024 | 34.98 | 69.18 | 69.71 | 70.24 |
| ARNDT, BRITTAIN | 2024 | 20.29 | 20.68 | 20.82 | 20.96 |
| BAUGHMAN, GEORGE | 2024 | 655.05 | 668.21 | 673.22 | 18.31 |
| BRYAN, FRANCES | 2016-2019 | | | | |
| CAFÉ LA GAULE | 2019-2024 | 116.05 | 118.05 | 117.86 | 118.67 |
| CARSON ST LLC | 2024 | 573.83 | 585.37 | 589.76 | 594.18 |
| CLICKLEASE LLC | 2024 | 129.54 | 132.15 | 133.14 | 134.14 |
| COOPER, ELSIE | 2024 | | | | |
| CRC INVESTMENTS DBA | 2024 | 1210.9 | 1,235.23 | 1244.49 | 1253.83 |
| DAYSTAR ENTERPRISES | 2019 | 218.43 | 219.84 | 221.26 | 222.70 |
| DEE DEE INVESTMENTS LLC | 2024 | 786.86 | 802.67 | 808.69 | 814.75 |
| EHG APPRAISAL | 2020-2022 | 33.87 | 34.09 | 34.31 | 34.53 |
| FOOTHILLS GYMNASTIC ACADEMY | 2022-2023 | 73.56 | 74.10 | 74.64 | 75.19 |
| FREDRICKS DESIGNS STUDIO | 2024 | 12.27 | 12.51 | 12.61 | 12.71 |
| FREEMAN GAS & ELEC CO OF NC | 2023-2024 | 87.38 | 88.57 | 89.23 | 89.9 |
| FLAMINGO ROYALE LLC | 2024 | 4,860.48 | 4,958.15 | 4995.34 | 5032.8 |
| FRILEY PROPERTIES LLC | 2024 | 142.31 | 145.18 | 146.26 | 147.36 |
| GE CAPITAL | 2017-2018 | 69.44 | 69.86 | 70.29 | 70.72 |
| GIANNINI STEPAN | 2024 | 10.65 | 10.87 | 10.96 | 11.05 |
| GOSNELL, JUNIOR | 2023-2024 | 429.65 | 435.52 | 438.78 | 442.07 |
| GRADY EARL | 2024 | 3,233.59 | 3,298.55 | 9.19 | 9.26 |
| HENDERSON, NANNIE | 2012-2018 | | | | |
| HENSON, TRACY | 2024 | 2,649.06 | 2,702.29 | 2,722.56 | 40.69 |
| HOME VISIONS AND DESIGN CONSTRUCTION LLC | 2024 | 809.07 | 825.33 | 831.52 | 837.75 |
| HTHC., LLC | 2017 | 163.78 | 164.81 | 165.85 | 166.89 |
| JAMEELA | 2022-2024 | 219.61 | 222.13 | 223.76 | 225.41 |
| JESUINO, BEVERLY | 2024 | 1,093.78 | 1,115.76 | 1,124.13 | 8.43 |
| KOPERWHATT, MICHAEL | 2024 | 223.36 | 227.84 | 229.55 | 231.27 |
| LA BOUTEILLE | 2017-2018 | 19.34 | 19.46 | 19.58 | 19.70 |
| LAWSON, JANET | 2024 | 1,210.55 | 979.85 | 987.20 | 14.75 |

| | | | | | |
|--------------------------------------|-----------|------------------|------------------|------------------|------------------|
| MASSEY, SUSIE - COUNTY NOW OWNS | 2012-2017 | | | | |
| MELROSE INN | 2018 | 118.27 | 118.99 | 119.71 | 120.44 |
| NANA'S KITCHEN | 2023-2024 | 70.23 | 71.19 | 71.72 | 72.25 |
| NEW, TESTAMENT CHURCH OF GOD | 2023-2024 | 174.92 | 177.30 | 178.62 | 179.95 |
| OVERHOLT BRICK & BLOCK | 2023-2024 | 77.45 | 78.49 | 79.06 | 79.63 |
| OZONE WATER | 2018-2019 | 18.69 | 18.79 | 18.89 | 18.99 |
| PENELOPE, PADGETT | 2022-2023 | 27.65 | 27.84 | 28.03 | 28.22 |
| PETERMAN, JAMES | 2024 | 1,263.21 | 1,288.59 | 9.67 | 9.74 |
| POLK COUNTY | 2012-2017 | | | | |
| PREYER, NICOLE C/O NANCY BUSH | 2024 | 184.42 | 188.13 | 189.54 | 190.96 |
| ROGERS, JOHN TOWN OF TRYON | 2012-2018 | | | | |
| SBA COMMUNICATION | 2015 | 497.27 | 499.87 | 502.49 | 505.14 |
| STYLES ON NORTH TRADE | 2020-2021 | 44.03 | 44.31 | 44.60 | 44.90 |
| SURPERIOR PLUS ENERGY | 2024 | 57.51 | 58.67 | 59.11 | 59.55 |
| SWIFT, ANDREW T ET UX | 2023-2024 | 926.72 | 945.26 | 952.34 | 959.48 |
| TERP, STEVEN | 2024 | 1,683.44 | 1,717.26 | 1,730.14 | 1,743.12 |
| TRAVIS, DARRETT | 2024 | 24.03 | 24.52 | 24.70 | 24.88 |
| TOWN OF TRYON | 2019-2021 | | | | |
| TRYON POINT ORTHODONTIC | 2016 | 331.25 | 333.09 | 334.95 | 336.82 |
| TRYON LOGISTICS | 2021-2024 | 128.36 | 129.65 | 130.56 | 131.48 |
| TRYON NEWS MEDIA | 2024 | 2,641.16 | 2,694.23 | 2,714.44 | 20.36 |
| VERNON, OTIS TOWN OWNS | 2012-2019 | | | | |
| WALKER, JAMES | 2024 | 1,015.28 | 1,035.67 | 20.54 | 20.69 |
| WALKER, PEGGY | 2024 | 1,442.98 | 1,471.98 | 1,483.03 | 1,494.15 |
| WALTERS, DARIN | 2018-2021 | 99.02 | 99.67 | 100.33 | 100.99 |
| | | 30,267.63 | 30,615.78 | 25,215.18 | 17,219.99 |

FORECLOSURE

| | | Dec-24 | Jan-25 | Feb-25 | Mar-25 |
|-------------------------|-----------|---------------|---------------|---------------|---------------|
| ALDRIDGE, DWANDA | 2021-2024 | 465.51 | 470.25 | 473.58 | 476.94 |
| ASIAN FUSION INC | 2021-2024 | 6,896.47 | 6,977.76 | 6,273.43 | 5,657.80 |
| BROWN, TIMOTHY | 2022-2024 | 2,838.99 | 2873.84 | 2844.55 | 2764.66 |
| CANNADY, ELSIE | 2018-2023 | 1,622.61 | 1,634.63 | 1,645.06 | 1,655.56 |

| | | | | | |
|----------------------------------------|-----------|------------------|------------------|------------------|------------------|
| GARY, MARIAH | 2023-2024 | 1,401.38 | 1,420.54 | 1,431.19 | 1,441.92 |
| GARY, SHADOE | 2022-2023 | 960.72 | 971.66 | 978.80 | 986.01 |
| FRINK, ARCHIE, EST | 2015-2024 | 574.55 | 578.79 | 582.49 | 586.22 |
| HEYWOOD, HANNON | 2022-2024 | 1,629.94 | 1,649.30 | 1,661.41 | 1,673.63 |
| HENDERSON, MARY ANN HEIRS | 2023-2024 | 857.61 | 869.58 | 876.10 | 882.67 |
| HILL, DAVID | 2016-2024 | 1,214.69 | 1,223.68 | 1,231.51 | 1,239.38 |
| JOHNSON, WILLIAM ET NANCY JOHNSON | 2022-2024 | 991.17 | 1,002.71 | 1,010.10 | 1,017.54 |
| JOHNSON, ROMNEY | 2015-2024 | 319.51 | 321.87 | 323.92 | 326.00 |
| KING, JESSIE | 2015-2024 | 562.35 | 1,085.81 | 1,093.96 | 1,102.12 |
| LITTLEJOHN, ANN | 2022-2023 | 1,134.33 | 1,147.25 | 1,155.67 | 1,164.18 |
| LITTLEJOHN, EDWARD - 90 PEAKE | 2021-2024 | 896.54 | 906.19 | 912.71 | 919.28 |
| LITTLEJOHN, EDWARD | 2021-2024 | 1,604.21 | 1,621.28 | 1,632.94 | 1,644.69 |
| MILLER, LEROY JR | 2022-2024 | 743.93 | 752.95 | 758.48 | 764.05 |
| SUBER CHARLES | 2022-2024 | 1,109.91 | 1,123.70 | 1,131.93 | 1,140.23 |
| TRYON CAR WASH & LAUNDROMAT | 2023-2024 | 3,986.39 | 4,041.35 | 4,071.66 | 4,102.19 |
| TWITTY, JOSHUA | 2020-2024 | 578.95 | 584.92 | 589.10 | 593.32 |
| TWITTY, MARY | 2023-2024 | 1,102.50 | 1,117.53 | 1,125.91 | 1,134.37 |
| WADDELL, VIOLA | 2015-2024 | 405.58 | 408.60 | 411.21 | 413.83 |
| WILLIAMS, ELLA | 2012-2024 | 943.13 | 949.87 | 955.77 | 961.74 |
| WINGO, WILLIE LEWIS | 2023-2024 | 849.94 | 863.99 | 870.47 | 877.00 |
| | | 33,690.91 | 34,598.05 | 34,041.95 | 33,525.33 |

**CUSTOMER
PAYING**

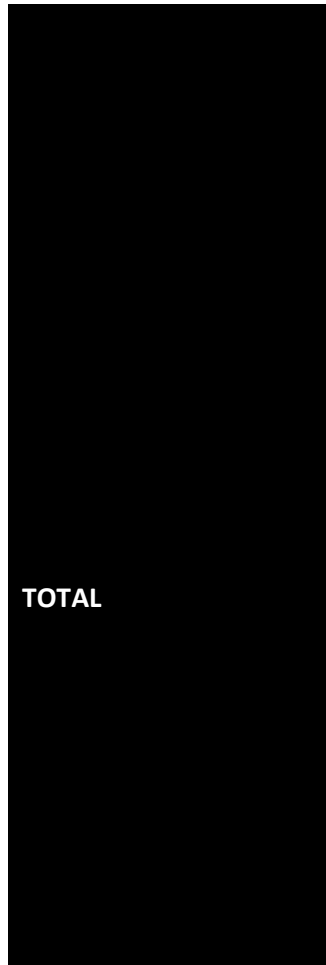
| | | Dec-24 | Jan-25 | Feb-25 | Mar-25 |
|-------------------------|------|-----------------|-----------------|-----------------|---------------|
| FANT, GEORGE | 2024 | 435.25 | 443.99 | 372.78 | 300.01 |
| WHITESIDE, EDNEY | 2024 | 877.09 | 885.38 | 892.02 | 637.19 |
| | | 1,312.34 | 1,329.37 | 1,264.80 | 937.20 |

GARNISHMENT

| | | Dec-24 | Jan-25 | Feb-25 | Mar-25 |
|---------------------------|------|---------------|---------------|---------------|---------------|
| 177 N TRADE ST LLC | 2024 | 1,366.03 | 1,393.47 | 1,403.92 | 1,414.45 |
| ASHLEY, DONNA | 2024 | 178.83 | 182.42 | 183.79 | 185.17 |

DEBT SET OFF

| | | | | | |
|-------------------------------|-----------|------------------|------------------|------------------|------------------|
| COBB, STEPHEN | 2024 | 1,729.93 | 1,764.69 | 1,777.93 | 1,791.26 |
| CUNNINGHAM, LORENA C/O ANGELA | | | | | |
| WILLIAMS | 2024 | 350.57 | 357.62 | 360.30 | 363.00 |
| GREEN, ROSLYN | 2024 | 550.67 | 561.73 | 565.94 | 570.19 |
| HORNE, EDGAR | 2024 | 665.66 | 679.03 | 684.13 | 689.26 |
| LEVIN, SUSAN | 2024 | 1,835.70 | 1,872.59 | 1,886.64 | 1,900.79 |
| NOBLE, LINDA | 2024 | 1,159.73 | 1,183.02 | 1,191.90 | 1,200.84 |
| PERRY, AURELA | 2024 | 1,194.30 | 1,218.29 | 1,227.43 | 1,236.64 |
| SIMPSON, MAUDE | 2024 | 43.13 | 43.99 | 44.32 | 44.65 |
| STAGGS, ROBIN E | 2023-2024 | 783.03 | 798.69 | 804.69 | 810.73 |
| TRAKAS, NICHOLAS | 2024 | 2,278.02 | 2,323.80 | 2,341.22 | 2,358.78 |
| WATERS , TRACY | 2024 | 1,619.41 | 1,651.94 | 1,664.33 | 1,676.81 |
| | | 24,377.17 | 24,866.91 | 23,763.94 | 14,242.57 |
| | | | Dec-24 | Jan-25 | Feb-25 |
| | | | | | Mar-25 |
| 1320 HILL LLC | 2024 | 1,852.18 | 1,889.39 | 1,903.56 | 1,917.83 |
| BAILEY, GWENDOLYN | 2024 | 1,552.31 | 1,583.51 | 1,595.39 | 1,607.36 |
| BARRIER, BOBBY | 2024 | 461.65 | 470.91 | 474.45 | 478.02 |
| BROWN, TIM | 2024 | 565.15 | 576.51 | 580.83 | 585.19 |
| BUCHANAN, DAVID | 2024 | 1,117.56 | 1140.01 | 1148.56 | 1,157.18 |
| BURNS, LOUIS | 2024 | 170.08 | 173.5 | 174.8 | 176.11 |
| CARSON, LIONEL | 2024 | 250.69 | 255.72 | 257.64 | 259.57 |
| CLINE, THOMAS | 2024 | 2,043.24 | 2084.3 | 2099.93 | 2,115.68 |
| D'ARBANVILLW, PATRICIA | 2024 | 1,179.30 | 1,202.99 | 1,212.01 | 1,221.10 |
| DURHAM, HOMER | 2024 | 745.27 | 760.24 | 765.94 | 771.69 |
| FORNEY, MICHAEL | 2023-2024 | 738.43 | 749.18 | 754.80 | 760.45 |
| GLENN, DORRIS E HEIRS | 2023-2024 | 568.49 | 576.26 | 580.58 | 584.93 |
| GOSNELL, MARJORIE S ESTATE | 2023-2024 | 563.86 | 574.01 | 578.31 | 582.65 |
| GUAGLIARDO, CHERYL | 2024 | 54.53 | 55.63 | 56.05 | 56.47 |
| HANNON, LARRY | 2023-2024 | 80.00 | 81.10 | 81.72 | 62.34 |
| HARRIS, KATHY | 2024 | 333.36 | 340.06 | 342.61 | 345.18 |
| HYDER, WILLIAM | 2016-2023 | 552.85 | 556.35 | 559.89 | 563.46 |
| LITTLE, JAMES HENRY JR | 2020-2024 | 86.81 | 87.62 | 88.23 | 88.85 |
| MATHEWS, JAMES | 2024 | 83.82 | 85.51 | 86.15 | 86.80 |



| | | | | | |
|------------------------------------|-----------|------------------|------------------|------------------|------------------|
| MCDOWELL, THEODORE Jeanal mcdowell | 2021-2024 | 1,330.79 | 1,345.98 | 1,355.89 | 1,365.87 |
| MCCONNELL, BILLIE | 2024 | 2,522.97 | 2,573.67 | 2,592.98 | 2,612.42 |
| MILLER, BESSIE | 2024 | 512.55 | 522.84 | 526.76 | 530.71 |
| NELESTUEN, LINDA | 2024 | 1,402.20 | 1,430.38 | 1,441.11 | 1,451.92 |
| NESBITT, LILLIE | 2024 | 512.67 | 522.96 | 526.89 | 530.84 |
| PENA, DAVID | 2024 | 765.34 | 780.72 | 786.58 | 792.48 |
| STEVENS, ASHLEY | 2024 | 1,408.74 | 1,437.04 | 1,447.81 | 1,458.67 |
| SMITH, GABRIEL | 2024 | 314.60 | 320.92 | 323.32 | 325.75 |
| SUBER, APPRIEL | 2024 | 229.61 | 234.22 | 235.98 | 237.75 |
| SUBER, VIOLA | 2019-2024 | 266.49 | 269.50 | 271.47 | 273.45 |
| TEVIS, TROY | 2023-2024 | 277.03 | 280.79 | 282.89 | 285.00 |
| TWITTY, HERBERT | 2024 | 280.70 | 286.34 | 288.48 | 290.65 |
| WINTER, CATHERINE | 2024 | 1,828.26 | 1,865.01 | 1,879.00 | 1,893.10 |
| YOUNG, KEITH | 2023-2024 | 855.99 | 770.40 | 776.18 | 782.00 |
| TOTAL | | 22,103.03 | 22,410.67 | 22,577.84 | 26,251.47 |

**TOWN OF TRYON
FINANCIAL SUMMARY REPORT
FOR PERIOD OF 01/01/2025-03/31/2025**

GENERAL FUND

| REVENUES | CURRENT BUDGET | 2/28/2025 | | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|---------------------------------------|-------------------|-------------------|--|------------------------|----------------------|---------------------------------|
| | | ACTUAL TO DATE | | | | PRIOR YEAR ACTUAL TO DATE |
| PROPERTY TAXES | \$ 1,180,000 | \$ 1,149,764 | | \$ 30,236 | 97.44% | \$ 1,136,849 |
| SALES TAXES/HOLD HARMLESS | 601,000 | 367,428 | | 233,572 | 61.14% | 368,658 |
| UTILITIES SALES TAXES | 140,000 | 43,340 | | 96,660 | 30.96% | 36,887 |
| BEER, WINE TAX | 6,100 | - | | | | |
| ZONING PERMITS | 5,000 | 5,950 | | (950) | 119.00% | 4,025 |
| RENT | 18,600 | 9,294 | | 9,306 | 49.97% | 13,128 |
| LOAN PROCEEDS | | - | | - | 0.00% | 145,358 |
| SALE OF CAPITAL ASSETS | | | | - | 0.00% | |
| INVESTMENT EARNINGS | 131,805 | 88,266 | | | | 74,977 |
| OTHER | 6,200 | 37,674 | | (31,474) | 607.64% | 27,213 |
| TRANSFER IN-POLICE PENSION TRUST FUND | 28,100 | | | | | |
| TRANSFER IN-TOURISM FUND | - | - | | | | 2,500 |
| TRANSFER IN-GF ARP FUNDS | 6,200 | | | | | |
| INTERFUND TRANSFER-FIRE DEPT | | | | | | |
| GRANTS | - | | | | | |
| APPROPRIATION FROM FUND BALANCE | 320,000 | | | 320,000 | 0.00% | |
| | \$ 2,443,005 | \$ 1,701,717 | | \$ 657,350 | 69.66% | \$ 1,809,594 |

| EXPENDITURES & ENCUMBRANCES | CURRENT BUDGET | EXPENDITURES TO DATE | ENCUMBRANCES TO DATE | UNSPENT TO DATE | Y-T-D % SPENT | 2/28/2025 |
|-----------------------------------------|-------------------|-------------------------|-------------------------|--------------------|------------------|---------------------------------|
| | | | | | | PRIOR YEAR ACTUAL TO DATE |
| GOVERNING BODY | \$ 66,593 | \$ 25,375 | \$ - | \$ 41,218 | 38.10% | \$ 33,376 |
| ADMINISTRATION | 647,309 | 498,418 | - | 148,891 | 77.00% | 375,099 |
| POLICE | 860,191 | 543,631 | - | 316,560 | 63.20% | 618,858 |
| STREET | 510,756 | 417,579 | - | 93,177 | 81.76% | 291,194 |
| PARKS & CEMETERY | 18,000 | 21,080 | - | (3,080) | 117.11% | 4,845 |
| PLANNING/ZONING | - | - | - | - | 0.00% | 18,888 |
| DEBT | 35,156 | 21,017 | - | 14,139 | 59.78% | 16,308 |
| TRANSFER OUT | 305,000 | - | - | 305,000 | 0.00% | 88,650 |
| | \$ 2,443,005 | \$ 1,527,101 | \$ - | \$ 915,904 | 62.51% | \$ 1,447,218 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | \$ - | \$ 174,616 | | | | \$ 362,376 |

POLICE PENSION FUND

| REVENUES | CURRENT BUDGET | 2/28/2025 | | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|---------------------------------|-------------------|-------------------|--|------------------------|----------------------|---------------------------------|
| | | ACTUAL TO DATE | | | | PRIOR YEAR ACTUAL TO DATE |
| APPROPRIATION FROM FUND BALANCE | \$ 28,100 | | | \$ 28,100 | 0.00% | \$ - |
| | \$ 28,100 | \$ - | | \$ 28,100 | 0.00% | \$ - |

| EXPENDITURES & ENCUMBRANCES | CURRENT BUDGET | EXPENDITURES TO DATE | ENCUMBRANCES TO DATE | UNSPENT TO DATE | Y-T-D % SPENT | 2/28/2025 |
|-----------------------------------------|-------------------|-------------------------|-------------------------|--------------------|------------------|---------------------------------|
| | | | | | | PRIOR YEAR ACTUAL TO DATE |
| TRANSFER OUT | \$ 28,100 | | \$ - | \$ 28,100 | 0.00% | \$ - |
| | \$ 28,100 | \$ - | | \$ 28,100 | 0.00% | \$ - |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | | \$ - | | | | \$ - |

POWELL BILL FUND

| REVENUES | CURRENT BUDGET | 2/28/2025 | | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|---------------------------------|-------------------|-------------------|--|------------------------|----------------------|---------------------------------|
| | | ACTUAL TO DATE | | | | PRIOR YEAR ACTUAL TO DATE |
| POWELL BILL ALLOCATION | \$ 76,000 | \$ 83,037 | | \$ (7,037) | 109.26% | \$ 77,177 |
| APPROPRIATION FROM FUND BALANCE | - | 45 | | (45) | 0.00% | |
| | \$ 76,000 | \$ 83,083 | | \$ (7,083) | 109.32% | \$ 77,177 |

| EXPENDITURES & ENCUMBRANCES | CURRENT BUDGET | EXPENDITURES TO DATE | ENCUMBRANCES TO DATE | UNSPENT TO DATE | Y-T-D % SPENT | 2/28/2025 |
|-----------------------------------------|-------------------|-------------------------|-------------------------|--------------------|------------------|---------------------------------|
| | | | | | | PRIOR YEAR ACTUAL TO DATE |
| OPERATING EXPENSES | \$ 76,000 | \$ 171 | \$ 850 | \$ 74,979 | 1.34% | \$ 17,235 |
| DEBT | | | | - | 0.00% | |
| | \$ 76,000 | \$ 171 | | \$ 74,979 | 0.23% | \$ 17,235 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | | \$ 82,911 | | | | \$ 59,942 |

FIRE FUND

| REVENUES | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|----------------------------------|---------------------|---------------------|------------------------|----------------------|---------------------------------|
| | | | | | PRIOR YEAR ACTUAL TO DATE |
| PROPERTY TAXES | \$ 254,000 | \$ 248,183 | \$ 5,817 | 97.71% | \$ 240,437 |
| MOTOR VEHICLE TAXES | 29,000 | 23,586 | 5,414 | 81.33% | 17,778 |
| TOWNSHIP TAX REVENUE | 453,500 | 481,305 | (27,805) | 106.13% | 431,480 |
| LAKE LANIER TAX REVENUE | 100,000 | 70,000 | 30,000 | 70.00% | 59,000 |
| TAX DISCOUNTS | (2,000) | (2,632) | 632 | 131.61% | (2,095) |
| OTHER REVENUE | 4,413 | 46,672 | (42,259) | 1057.59% | 7,061 |
| CHRISTMAS PARADE | 4,500 | 550 | 3,950 | 12.22% | 4,441 |
| LOAN PROCEEDS | 813,000 | 852,459 | (39,459) | 104.85% | 185,745 |
| FEMA GRANT MONEY | - | 61,915 | | | 185,745 |
| OFFICE STATE FIRE MARSHALL GRANT | | | | | |
| INVESTMENT EARNINGS | - | 66 | | | 70 |
| LOCAL CONTRIBUTIONS | 25,000 | - | | | 800 |
| SALE OF CAPITAL ASSETS | - | 15,000 | | | 4,000 |
| FUND BALANCE APPROPRIATION | 42,000 | - | 42,000 | 0.00% | |
| | \$ 1,723,413 | \$ 1,797,104 | \$ (21,710) | 104.28% | \$ 948,718 |

| EXPENDITURES & ENCUMBRANCES | CURRENT BUDGET | EXPENDITURES TO DATE | ENCUMBRANCES TO DATE | UNSPENT TO DATE | Y-T-D % SPENT | 2/28/2025 |
|--------------------------------|---------------------|-------------------------|-------------------------|--------------------|------------------|---------------------------------|
| | | | | | | PRIOR YEAR ACTUAL TO DATE |
| PERSONNEL & OPERATING EXPENSES | \$ 868,413 | \$ 620,186 | \$ - | \$ 248,227 | 71.42% | \$ 595,040 |
| CAPITAL EQUIPMENT | \$ 855,000 | \$ 915,214 | | | | \$ 194,000 |
| DEBT | - | | | - | 0.00% | |
| | \$ 1,723,413 | \$ 1,535,400 | | \$ 248,227 | 89.09% | \$ 789,040 |

| | | |
|------------------------------------------------|-------------------|-------------------|
| NET REVENUE LESS EXPENDITURES (DEFICIT) | \$ 261,704 | \$ 159,677 |
|------------------------------------------------|-------------------|-------------------|

HARMON FIELD FUND

| REVENUES | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|----------------------------------|-------------------|-------------------|------------------------|----------------------|---------------------------------|
| | | | | | PRIOR YEAR ACTUAL TO DATE |
| MOTOR VEHICLE TAX | \$ 25,000 | \$ 13,202 | \$ 11,798 | 52.81% | \$ 9,270 |
| TOWNSHIP TAX | 257,000 | 264,886 | (7,886) | 103.07% | 204,607 |
| RENTAL | 7,500 | 3,258 | 4,243 | 43.43% | 5,190 |
| USAGE | 20,000 | 1,408 | 18,593 | 7.04% | 18,323 |
| OTHER | 1,150 | 585 | 565 | 50.87% | |
| HORSE SHOW FEES | 17,977 | 200 | 17,777 | 1.11% | 15,535 |
| EQUESTRIAN RESTORATION DONATIONS | | | | | |
| PICKLE BALL COURT DONATIONS | | | | | |
| APPROPRIATION FROM FUND BALANCE | 25,000 | | 25,000 | 0.00% | |
| POLK COUNTY GRANT | - | - | - | 0.00% | 68,650 |
| TRANSFER IN-TOT | - | - | - | 0.00% | 78,650 |
| INVESTMENT EARNINGS | | 744 | | | 782 |
| LOAN PROCEEDS | 50,000 | - | 50,000 | 0.00% | 23,625 |
| LOCAL ORGANIZATION GRANTS | 25,000 | 6,017 | 18,983 | 24.07% | 3,000 |
| DISCOUNTS | | | | | |
| | \$ 428,627 | \$ 290,299 | \$ 139,072 | 67.73% | \$ 427,631 |

| EXPENDITURES & ENCUMBRANCES | CURRENT BUDGET | EXPENDITURES TO DATE | ENCUMBRANCES TO DATE | UNSPENT TO DATE | Y-T-D % SPENT | 2/28/2025 |
|--------------------------------|-------------------|-------------------------|-------------------------|--------------------|------------------|---------------------------------|
| | | | | | | PRIOR YEAR ACTUAL TO DATE |
| PERSONNEL & OPERATING EXPENSES | \$ 314,077 | \$ 196,552 | | \$ 117,525 | 62.58% | \$ 202,604 |
| DEBT | 5,400 | 3,563 | | 1,837 | 65.98% | 891 |
| HORSE SHOWS | 8,000 | 1,707 | | | | 7,332 |
| MAINTENANCE SHED RESTORATION | | | | | | |
| CAPITAL OUTLAY | 51,150 | 1,396 | | | | 143,350 |
| CAPITAL EQUIPMENT | 50,000 | 26,305 | | | | 28,034 |
| | \$ 428,627 | \$ 229,523 | | \$ 119,362 | 53.55% | \$ 382,210 |

| | | |
|------------------------------------------------|------------------|------------------|
| NET REVENUE LESS EXPENDITURES (DEFICIT) | \$ 60,776 | \$ 45,421 |
|------------------------------------------------|------------------|------------------|

BRAEWICK SEWER REHAB PROJECT

| | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|------------------------------------------------|-------------------|---------------------|------------------------|----------------------|---------------------------------|
| | | | | | PRIOR YEAR ACTUAL TO DATE |
| REVENUES | | | | | |
| ARP AMERICAN RESCUE PLAN GRANT | 1,643,397 | 2,709,679 | (1,066,282) | 164.88% | 217,320 |
| STATE REVOLVING LOAN PROCEEDS | 1,612,355 | 10,000 | 1,602,355 | | 30,600 |
| LOCAL FUNDS (W/S) | 20,000 | | | | |
| \$ | 3,275,752 | \$ 2,719,679 | \$ 536,074 | 83.02% | \$ 247,920 |
| EXPENDITURES & ENCUMBRANCES | | | | | |
| CONSTRUCTION REHAB | 3,064,468 | 2,181,061 | 883,407 | 71.17% | |
| PROF. SERVICES, ENGINEERING | 191,284 | 327,029 | (135,745) | | 81,067 |
| LOAN CLOSING FEES | 20,000 | 32,247 | | | |
| \$ | 3,275,752 | \$ 2,540,337 | \$ 747,662 | 77.55% | \$ 81,067 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | \$ - | \$ 179,342 | | | \$ 166,853 |

W A T E R MAPPING PROJECT

| | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|------------------------------------------------|-------------------|-------------------|------------------------|----------------------|---------------------------------|
| | | | | | PRIOR YEAR ACTUAL TO DATE |
| REVENUES | | | | | |
| ARPA AMERICAN RESCUE PLAN GRANT | 254,500 | 172,270 | 82,230 | 67.69% | 90,165 |
| \$ | 254,500 | \$ 172,270 | \$ 82,230 | 67.69% | \$ 90,165 |
| EXPENDITURES & ENCUMBRANCES | | | | | |
| PROF. SERVICES, ENGINEERING | 254,500 | 145,530 | 108,970 | 57.18% | 96,590 |
| \$ | 254,500 | \$ 145,530 | \$ 108,970 | 57.18% | \$ 96,590 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | \$ - | \$ 26,740 | | | \$ (6,425) |

SEWER MAPPING PROJECT

| | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|------------------------------------------------|-------------------|-------------------|------------------------|----------------------|---------------------------------|
| | | | | | PRIOR YEAR ACTUAL TO DATE |
| REVENUES | | | | | |
| ARPA AMERICAN RESCUE GRANT | 261,500 | 190,200 | 71,300 | 72.73% | 119,425 |
| \$ | 261,500 | \$ 190,200 | \$ 71,300 | 72.73% | \$ 119,425 |
| EXPENDITURES & ENCUMBRANCES | | | | | |
| PROF. SERVICES, ENGINEERING | 261,500 | 138,855 | 122,645 | 53.10% | 126,660 |
| \$ | 261,500 | \$ 138,855 | \$ 122,645 | 53.10% | \$ 126,660 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | \$ - | \$ 51,345 | | | \$ (7,235) |

S ANITATION F U N D

| | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 |
|------------------------------------------------|-------------------|-------------------|------------------------|----------------------|---------------------------------|
| | | | | | PRIOR YEAR ACTUAL TO DATE |
| REVENUES | | | | | |
| SANITATION CHARGES | \$ 294,000 | \$ 200,403 | \$ 93,597 | 68.16% | \$ 187,252 |
| OTHER REVENUES | 450 | 1,022 | (572) | 227.20% | 1,897 |
| SOLID WASTE | 630 | 611 | 19 | 97.04% | 630 |
| INTERFUND TRANSFER FROM GF | | | - | 0.00% | |
| \$ | 295,080 | \$ 202,037 | \$ 93,043 | 68.47% | \$ 189,780 |
| EXPENDITURES & ENCUMBRANCES | | | | | |
| PERSONNEL & OPERATING EXPENSES | \$ 282,227 | \$ 189,140 | \$ 93,087 | 67.02% | \$ 175,043 |
| DEBT | 12,853 | - | 12,853 | 0.00% | - |
| Debt-GAAP Offset | | | | | |
| CONTRIBUTION TO FUND BALANCE | | | - | 0.00% | |
| \$ | 295,080 | \$ 189,140 | \$ 105,940 | 64.10% | \$ 175,043 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | | \$ 12,897 | | | \$ 14,737 |

CULTURAL & RECREATION FUND

| REVENUES | CURRENT BUDGET | ACTUAL TO DATE | UNCOLLECTED TO DATE | Y-T-D % COLLECTED | 2/28/2025 PRIOR YEAR ACTUAL TO DATE |
|---------------------------------|---------------------------|---------------------------|--------------------------------|------------------------------|--------------------------------------------------------|
| ROGERS PARK | \$ 4,500 | \$ 2,000 | \$ 2,500 | 44.44% | \$ 1,175 |
| WOODLAND PARK | | \$ - | | | |
| TRANSFER IN | \$ 5,000 | \$ - | | | \$ 10,000 |
| DONATIONS | | \$ 1,000 | | | |
| APPROPRIATION FROM FUND BALANCE | 10,000 | | 10,000 | 0.00% | |
| | \$ 19,500 | \$ 3,000 | \$ 12,500 | 15.38% | \$ 11,175 |

| EXPENDITURES & ENCUMBRANCES | CURRENT BUDGET | EXPENDITURES TO DATE | ENCUMBRANCES TO DATE | UNSPENT TO DATE | Y-T-D % SPENT | 2/28/2025 PRIOR YEAR ACTUAL TO DATE |
|------------------------------------------------|---------------------------|---------------------------------|---------------------------------|----------------------------|--------------------------|--------------------------------------------------------|
| SUPPLIES/MATERIALS | | 235 | | | | 8034 |
| CAPITAL OUTLAY | \$ 19,500 | | \$ - | \$ 19,500 | 0.00% | |
| CONTRACTED SERVICES | | 500 | | (500) | 0.00% | 1,000 |
| | \$ 19,500 | \$ 735 | | \$ 19,000 | 3.77% | \$ 9,034 |
| NET REVENUE LESS EXPENDITURES (DEFICIT) | | \$ 2,265 | | | | \$ 2,141 |

SUMMARY OF ALL BUDGETS AND AMENDMENTS/EXPENSES

| | CURRENT BUDGET |
|------------------------------|---------------------------|
| GENERAL FUND | \$ 2,443,005 |
| POLICE PENSION FUND | \$ 28,100 |
| CULTURE & RECREATION | \$ 19,500 |
| POWELL BILL FUND | \$ 76,000 |
| TOURISM DEVELOPMENT FUND | \$ 35,500 |
| SANITATION FUND | \$ 295,080 |
| WATER & SEWER FUND | \$ 2,571,414 |
| WATER METER FUND | \$ 50,000 |
| FIRE DEPARTMENT FUND | \$ 1,723,413 |
| HARMON FIELD FUND | \$ 428,627 |
| | \$ 7,670,639 |
| | |
| BRAEWICK SEWER REHAB PROJECT | \$ 3,275,752 |
| WATER MAPPING PROJECT | \$ 254,500 |
| SEWER MAPPING PROJECT | \$ 261,500 |
| SPECIAL PROJECT FUNDS | \$ 3,791,752 |

TOWN OF TRYON

GRANT STATUS REPORT

JANUARY 01, 2023 THRU
FEBRUARY 28, 2025

| PROJECT | FUND | FUND NUMBER | GRANT NUMBER | GRANT AMOUNT | LOCAL SHARE | GRANTOR | STATUS |
|------------------------------------------|---------------|-------------|---------------------------------------|--------------|-------------|--------------------------------------|-----------------------------------------------------|
| Braewick Sewer Rehab Project | Water & Sewer | 62 | DWI: CS37620-02 | \$2,643,397 | \$612,355 | NCDENR SRF AND ARP | AWARDED |
| | | | VUR-W-ARP-0012 | | | LOCAL SHARE: SRF LOAN 20-YEARS 0.18% | AWARDED-PENDING LGC LOAN APPROVAL SEPT 2004 MEETING |
| | | | CFDA: SRF 66-458/ARP 21.027 | | | | |
| 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 | | \$2,500 | | DELARRA FOUNDATION | AWARDED |
| Open Air Gym Improvements | Harmon Field | 25 | | \$1,000 | | DUKE ENERGY FOUNDATION | AWARDED |
| 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 | AWARDED: STATE BUDGET ADOPTED 9/22/23 STATE LEGISLATIVE APPROVAL JULY 2024; CLOSEOUT IN PROCESS |
| | | | | \$2,304.878/3 = \$768,292 | |
| Sourwood Ridge Road/US176 Water Line Upgrade | Water & Sewer | 61 | \$0 | \$714,000 | NOT FUNDED IN LAST ROUND; WILL RESUBMIT IN FUTURE 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 | FEDERAL GOVERNMENT \$0 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 | \$10,000 | DOMINION ENERGY | NOT APPROVED |
| Lake Lanier Dam Rehab Project | Water & Sewer | | \$900,000 | FEMA/SCDHEC | APPLICATION SUBMITTED NOVEMBER 7, 2024 |
| Woodland Park Improvements | Woodland Park | 70 | \$1,200 | POLK COUNTY APPEARANCE \$1,500 COMMISSION | APPROVED; WORK TO BE DONE PRIOR TO MAY 31, 2024 |

Fire Rescue Equipment and
Radios
TOTAL ALL GRANTS

Fire

20

\$25,000
\$7,615,039

CAROLINA FOOTHILLS
\$0 FOUNDATION
\$1,372,973

AWARDED OCTOBER 24, 2024

SUMMARY OF GRANTS
RECEIVED BY FUND

WATER AND SEWER FUND

\$6,161,189

91.7%

TRYON FIRE DEPARTMENT

\$277,350

4.1%

HARMON FIELD

\$248,300

3.7%

WOODLAND PARK

\$1,200

0.0%

DOWNTOWN

\$27,500

0.4%

\$6,715,539

100.0%

TOWN OF TRYON
APPLICATION FOR VOLUNTEER BOARD
PERSONAL HISTORY FORM

NAME Doug Clark HOME ADDRESS 335 Melrose Ave. Unit 101 Tryon, NC

- ABC, Board of Planning & Adjustment, Cemetery,
- Depot Master Plan, Downtown Finance Construction, Eastside Citizens Advisory, Fire Commission, Harmon Field Board of Supervisors, Historic Preservation Commission, Park,
- Public Works, Saluda Grade Trail Advisory Committee,
- Tourism Authority, Town Hall Restoration

BOARD(S) YOU ARE APPLYING FOR:

Finance Personnel

BUSINESS ADDRESS: N/A

PHONE (WORK) _____ (HOME) 828-440-1390

(CELL) 336-870-8025 E-MAIL: dougclark55@gmail.com

MARITAL STATUS _____ NAME OF SPOUSE _____

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF TRYON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF TRYON? 4 YEARS

NAME AND LOCATION OF HIGH SCHOOL ATTENDED: Woodberry Forest School, Va.

COLLEGE: UNC-Chapel Hill TYPE DEGREE: B.A.

PRESENTLY EMPLOYED BY: retired

JOB TITLE: _____

CURRENT MEMBERSHIP IN ORGANIZATIONS AND OFFICES HELD:

Tryon Presbyterian Church
Commission on Ministry, Presbytery of Western North Carolina
Lanier Library Board of Directors, Secretary - April 2025

PAST MEMBERSHIP IN ORGANIZATIONS AND OFFICES HELD:

N.C. Commission on the Administration of Law & Justice, 2015-16

PREVIOUS SERVICE ON ANY CITY BOARD/COMMISSION: no

IF SO, WHICH: _____ WHEN: _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no

IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S) (OPTIONAL) (Use back or additional sheet if more space needed.)

Public policy experience as a journalist + government relations professional.

**APPLICATION FOR
APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

Page 2 of 2

(Historic Preservation Commission candidates only) **ARE YOU EMPLOYED IN ANY OF THE DISCIPLINES OF ARCHITECTURE, HISTORY, ARCHITECTURAL HISTORY, PLANNING, ARCHEOLOGY OR RELATED PROFESSIONS?** YES NO IF YES, EXPLAIN.

NOTE: This information along with other material may be used by the City Council in making appointments to Boards and Commissions and in the event you are appointed, it may be used as a basis for news release to identify you to the community.

Signature



Date

3-17-25

Please submit completed form to:

**Town of Tryon
301 North Trade Street
Tryon, NC 28782**

Attention: Town Clerk

AMENDED AGENDA ITEM

DATE: March 18, 2025

TO: Mayor and Town Commissioners

PREPARED BY: Jim Fatland, Town Manager, NCCLGFO, CPFO

SUBJECT: Professional Services Agreement with Rostan Solutions, LLC (Tropical Storm Helene)

BACKGROUND: Polk County has retained Rostan Solutions, LLC for Tropical Storm Helene. Rostan Solutions, LLC is one of several consultants approved by the Foothills Regional Commission. Retaining the same consultant as Polk County will enable cost savings for Polk County and Town of Tryon. Rostan Solutions, LLC will assist in FEMA approval and reimbursement of costs incurred along with grant funding for relocation of facilities.

RECOMMENDATION: Authorize Town Manager to sign professional services agreement.

FISCAL IMPACT: Source of funds will be FEMA Reimbursement. All expenditures will be charged to FUND 19 Helene Storm Damage to ensure separate accounting for all costs incurred.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

Subject to the Agreement for Professional Services between the Town of Tryon, NC (“**CLIENT**”) and Rostan Solutions, LLC (“**ROSTAN**”), effective as of March 10, 2025 (“**Agreement**”) the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: DR-4827 (Helene) PA Grant Management

Services Project Location: Town of Tryon, NC

CLIENT Representative: Jim Fatland, Town Manager

ROSTAN Representative: Carlos Arredondo, Director

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be **March 10, 2025, through March 9, 2028.**
- 4. **Compensation:** ROSTAN’s compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$50,000.00.**
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

ISSUED AND AUTHORIZED BY:
TOWN OF TRYON, NC

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

ATTACHMENT 1

Scope of Services

Grant Management Tasks:

- Provide general grant management consulting services.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for information (RFI).
- Facilitate meetings with applicable agencies.

Eligibility Tasks:

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Assist CLIENT with cost Analysis and RFI's.
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs and damages for presentation to FEMA and STATE.
- Assist CLIENT to prepare project worksheets (PW) documentation.
- Assist CLIENT with any disputes and appeal/arbitration issues.

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for all categories of work.
- Status meetings, Notes and Action Items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Draft project worksheet(s)/ supporting documentation, emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support Services for estimating, engineers, environmental, remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

ATTACHMENT 2

Fee Schedule

- 1.) **Pricing.** The scope of services set forth herein for Task Order 01 is being estimated conservatively based upon knowledge of the current status of claims. The budget estimate for this Task Order is a not-to-exceed amount of \$50,000.00.
- 2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception of those expenses related to per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging (lodging may be billed as actual cost or as a lodging per diem cost item). Per diem amounts will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins. Receipts will be provided for non per diem expense costs.
- 3.) **Rate Schedule.** The schedule of current hourly billing rates below is set forth in Schedule B of the Agreement.

| <u>Position</u> | <u>Hourly Rate</u> |
|-----------------------------------------------|--------------------|
| Project Executive | \$210 |
| Senior Subject Matter Expert | \$205 |
| Subject Matter Expert | \$0 |
| Senior Project Manager | \$200 |
| Project Manager | \$180 |
| Preparedness/Response/Recovery Consultant IV | \$170 |
| Preparedness/Response/Recovery Consultant III | \$160 |
| Preparedness/Response/Recovery Consultant II | \$130 |
| Preparedness/Response/Recovery Consultant I | \$115 |
| Administrator | \$0 |
| <u>Other Positions</u> | <u>HOURLYRATE</u> |
| Program Management | |
| Senior Program Specialist | \$195 |
| Program Manager | \$185 |
| Technical and Professional Services | |
| Senior Appeal / Policy Specialist | \$195 |
| Appeal / Policy Specialist | \$185 |
| Assistant Project Manager | \$170 |
| Principal Engineer/Architect | \$190 |
| Engineer/Architect | \$165 |
| Senior Technical Specialist | \$195 |
| Technical Specialist | \$175 |

AGREEMENT FOR PROFESSIONAL SERVICES

Between the Town of Tryon, NC and Rostan Solutions, LLC

Page 1 of 15
Task Order Contract

This is an Agreement for Professional Services (hereinafter referred to as the “**Agreement**”) effective as of March 10, 2025 between the Town of Tryon, NC (“**CLIENT**”), having its principal office at 301 North Trade Street, Tryon NC 28782, and Rostan Solutions, LLC (“**ROSTAN**”), a Florida limited liability company, having its principal place of business at 9897 Lake Worth Road, Suite 303, Lake Worth, FL 33467. CLIENT and ROSTAN are hereinafter referred to individually as “**Party**” or collectively as “**Parties**.”

WHEREAS, the Foothills Regional Commission (FRC) issued a Joint Procurement Request for Proposal #-TSH-4827-DR (“RFP”) for the benefit of and use by the Foothills Regional Commission, Cleveland County, McDowell County, Polk County, and Rutherford County, inclusive of all Towns, Cities, Public Entities and Other Private Non-Profit Entities that are located within each County.

WHEREAS, the Foothills Regional Commission (FRC) has carefully reviewed the RFP dated October 30, 2024, and hereby selects ROSTAN to provide services as outlined in same.

WHEREAS, the CLIENT requires the services of a qualified firm to perform certain professional services in accordance with the scope of services outlined in the RFP, which is incorporated into this Agreement as **Schedule E**.

WHEREAS, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon “Not to Exceed” cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

“**Fee Schedule**” shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

“**Projected Budget**” shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

“**Scope of Services**” shall mean the services and terms described within any forms which are attached as “**Attachment 1**” to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

“**Site**” or “**Work Site**” shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

“**Task Order**” shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

1.1. **Scope of Services.** ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.

1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN's recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.

- 1.3. **Subcontractors.** ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.
- 1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

2. THE CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature

which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

- 3.4. **Term and Termination.** This Agreement shall be in effect for three (3) years from the effective date of this Agreement, with two (2), one-year extensions available upon mutual consent of the Parties. This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. *ROSTAN agrees to grant a NINETY (90)-day grace period for payment by CLIENT from the date of ROSTAN's first invoice to assist the CLIENT in its recovery efforts. All invoices submitted to CLIENT during the grace period will be due upon expiration of the 90-day grace period. All subsequent invoices submitted under this contract are payable by CLIENT within THIRTY (30) calendar days after receipt of invoice by CLIENT.*
- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.
- 4.3. **Price Escalation.** Hourly rates shall remain fixed during the initial year of the Agreement. The current hourly rates for each labor classification are included in Schedule B to this Agreement. On each anniversary of the effective date of this Agreement, the current hourly rates listed in Schedule B will be adjusted for the following year to reflect annual increases in the cost-of-living, based on increases in the national consumer price index for urban wage earners and clerical workers, or any successor index, published in the United States Department of Labor News by the Bureau of Labor Statistics. ROSTAN shall submit to the CLIENT on or before each anniversary of the effective date of this Agreement a replacement Schedule B containing the adjusted hourly rates and a written calculation of the rate increases. The hourly rates included in any replacement Schedule B will apply to any Services performed after the applicable anniversary of the effective date of this Agreement. ROSTAN and the CLIENT will amend this Agreement each year to reflect any changes to ROSTAN's hourly rates for the ensuing year.

5. NON-CONTROLLABLE COSTS

- 5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced

and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.
- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.
- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property of the CLIENT.
- 6.3.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.
- 6.3.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
- 6.3.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs

and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.5. **Mutual Indemnification.**

6.5.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.

6.5.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.

6.6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.

6.7. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

6.8. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.

6.9. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.

6.10. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.

6.11. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.

6.12. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not

constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.13. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7. SCHEDULES.

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

7.1.2 **Schedule B:** *Fee Schedule*

7.1.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 **Schedule D:** *Certification Regarding Lobbying*

7.1.5 **Schedule E:** *Foothills Regional Commission-Joint Procurement RFP#-TSH-4827-DR*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation (“CFR”) Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C “*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*”, are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

8.0 **Execution Authority.** This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

TOWN OF TRYON, NC

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between the Town of Tryon, NC and Rostan Solutions, LLC

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective _____, _____, 2025 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: _____

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. Scope of Services: ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. Period of Service: The period of service shall be _____, 2025 through _____, 20__.

4. Compensation: ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$_____.

5. This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. Amendment: [_____] This Task Order amends a previously executed Task Order No. _____, Dated_____.

ISSUED AND AUTHORIZED BY:

TOWN OF TRYON, NC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO BY:

ROSTAN SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between the Town of Tryon, NC and Rostan Solutions, LLC

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

Between the Town of Tryon, NC and Rostan Solutions, LLC

Schedule B Fee Schedule

| Position | Hourly Rate |
|---------------------------------------------------|-------------|
| Project Executive | \$ 210.00 |
| Senior Subject Matter Expert | \$ 205.00 |
| Subject Matter Expert | \$ 0.00 |
| Senior Project Manager | \$ 200.00 |
| Project Manager | \$ 180.00 |
| Preparedness / Response / Recovery Consultant IV | \$ 170.00 |
| Preparedness / Response / Recovery Consultant III | \$ 160.00 |
| Preparedness / Response / Recovery Consultant II | \$ 130.00 |
| Preparedness / Response / Recovery Consultant I | \$ 115.00 |
| Administrator | \$ 0.00 |

The proposer may include other positions that may be required to support FRC. Provide hourly rates and a Position Classification for each additional position proposed.

| OTHER POSITIONS | HOURLY RATE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| PROGRAM MANAGEMENT | |
| Senior Program Specialist | \$195.00 |
| Program Manager | \$185.00 |
| TECHNICAL AND PROFESSIONAL SERVICES | |
| Senior Appeal/Policy Specialist | \$195.00 |
| Appeal/Policy Specialist | \$185.00 |
| Assistant Project Manager | \$170.00 |
| Principal Engineer/Architect | \$190.00 |
| Engineer/Architect | \$165.00 |
| Senior Technical Specialist | \$195.00 |
| Technical Specialist | \$175.00 |
| Expenses and Travel. Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided. | |

| | |
|-----------------------|-------------------------------------------------------------------------------------|
| Name of Firm: | Rostan Solutions, LLC |
| Authorized Signature: |  |
| Printed Name: | Kyle Jones |
| Title: | Principal / Vice President |
| Email: | kjones@rostan.com |
| Date: | 11/13/2024 |

Schedule C**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions

AGREEMENT FOR PROFESSIONAL SERVICES

Between the Town of Tryon, NC and Rostan Solutions, LLC

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Task Order Contract

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

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

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

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

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

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In

AGREEMENT FOR PROFESSIONAL SERVICES

Between the Town of Tryon, NC and Rostan Solutions, LLC

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Task Order Contract

addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town of Tryon shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Tryon. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Town of Tryon, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of

AGREEMENT FOR PROFESSIONAL SERVICES

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a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Schedule D

Certification Regarding Lobbying

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

Schedule E

Foothills Regional Commission (FRC) Joint Procurement

RFP#-TSH-4827-DR

AGENDA ITEM

DATE: March 18, 2025

TO: Mayor and Town Commissioners

PRESENTERS: Jim Fatland, Town Manager, NCCLGFO, CPFO
Tim Daniels, Assistant Manager/Planning Director
Greg McCool, Public Works Director
Lourdes Gutierrez, Downtown Director

SUBJECT: Downtown Street Lights on Trade Street (E. Howard to Palmer Streets)

BACKGROUND: The Town of Tryon has received insurance reimbursements totaling \$22,751.96 for two (2) destroyed downtown street lights from two separate vehicle accidents. The location of these poles is on Trade Street near East Howard. In addition, there is a third pole that was damaged. All the destroyed and damaged poles are along the street frontage of Stott's Ford. There are a total of seven (7) street lights located on Trade Street between E. Howard and Palmer Streets. The concrete street light poles are no longer manufactured. Staff has obtained quotes to replace with 16-foot black cast iron poles.

Staff recommends that the Town replace all seven street lights with 16-foot black cast iron poles for uniformity. The remaining concrete poles can be used in other locations or as a spare in the event of future damage in the Downtown Street Lights System. Other locations would be an additional concrete pole for Depot Plaza. A second location would be replacing a 12-foot pole in front of Town Hall that has been damaged several times.

The total cost for the purchase and installation of seven (7) street lights is \$35,538.56. The net cost after insurance reimbursement of \$22,751.96 is \$12,786.60. Stott's Ford has agreed to contribute \$5,480 for three poles. The remaining cost of \$7,306.60 would be from the Town of Tryon for four poles. Please see Sources and Uses Statement attached.

Staff offers the following recommendation for Town Board consideration.

RECOMMENDATION:

- 1) Approve purchase and installation of street lights totaling \$35,538.56. Detail shown below.
 - a) Approve purchase of seven street lights from Visco Cast Iron & Steel totaling \$27,020.00
 - b) Approve purchase of seven flag holders from Visco Cast Iron & Steel totaling \$735.00
 - c) Approve installation of seven street lights from The Lighting Company totaling \$7,783.56
- 2) Accept donation from Stott's Ford totaling \$5,480.00
- 3) Approve General Fund Balance Appropriation totaling \$30,058.56
 - a) Insurance Reimbursement Received in Prior Fiscal Year \$22,751.96
 - b) Additional Town Funds Needed in Appropriation \$7,306.60

- 3) Authorize that street light donor plaques on the concrete poles be transferred to the new poles
- 4) Relocate one of the concrete poles to the Depot Plaza near the EV Charging Station. (Note: there are currently two concrete poles located in the Depot Plaza)
- 5) Change out 12-foot pole in front of Town Hall with a taller pole.

FISCAL IMPACT: See Attached Sources and Uses Statement. Net cost to the Town of Tryon is \$7,306.60 from General Fund Balance.

**TOWN OF TRYON TRADE STREET LIGHT PROJECT
STOTT'S FORD (E. HOWARD TO PALMER STREETS
SOURCES AND USES**

SOURCES (FUNDING)

| | | | |
|---------------------------------|--|--|--------------------|
| Insurance Reimbursement | | | \$22,751.96 |
| Town of Tryon | | | \$7,306.60 |
| Stott's Ford | | | \$5,480.00 |
| TOTAL SOURCES OF FUNDING | | | \$35,538.56 |

USES (EXPENDITURES)

| | UNIT COST | QUANTITY | TOTAL COST |
|---------------------------------------------|------------|----------|--------------------|
| PROJECT COST | | | |
| Visco Cast Iron Decorative Street Lights | \$3,860.00 | 7 | \$27,020.00 |
| Visco Cast Iron Flag Holders | \$105.00 | 7 | \$735.00 |
| The Lighting Company Electrical Contractors | \$1,111.94 | 7 | \$7,783.56 |
| TOTAL USES OF FUNDING | | | \$35,538.56 |



V - 6534K3450

QUOTATION

CUSTOMER: TOWN OF TRYON

DATE: 2-25-2025

ADDRESS: _____

PROJECT TITLE: DOWNTOWN TRYON, NC

CITY & STATE: _____

ATTENTION: LOURDES GUTUIRREZ

| ITEM NO. | QUANTITY | TYPE OF FIXTURE | UNIT PRICE | EXTENDED PRICE |
|----------|----------|-----------------------------------------------------------|------------|----------------|
| | 7 | VI-B17-ASMA11B-F/16'-3" X 3" TENON-AS301Q-84W-4K | \$3860.00 | \$27,020.00 |
| | | LED-GFI-WPC-2BA 20" X 44.50"-GV DB | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **Quotation based upon best interpretation of information | | |
| | | provided. | | |
| | | | | |

- Net Owner
- Net Distributor
- Commission Allotted _____
- Full Freight Allowed
- Prime Painted
- Finish Painted BLACK
- Powder Coated _____
- Approximate Delivery 10-12 Weeks
(After receipt of approval drawings, based on current conditions)

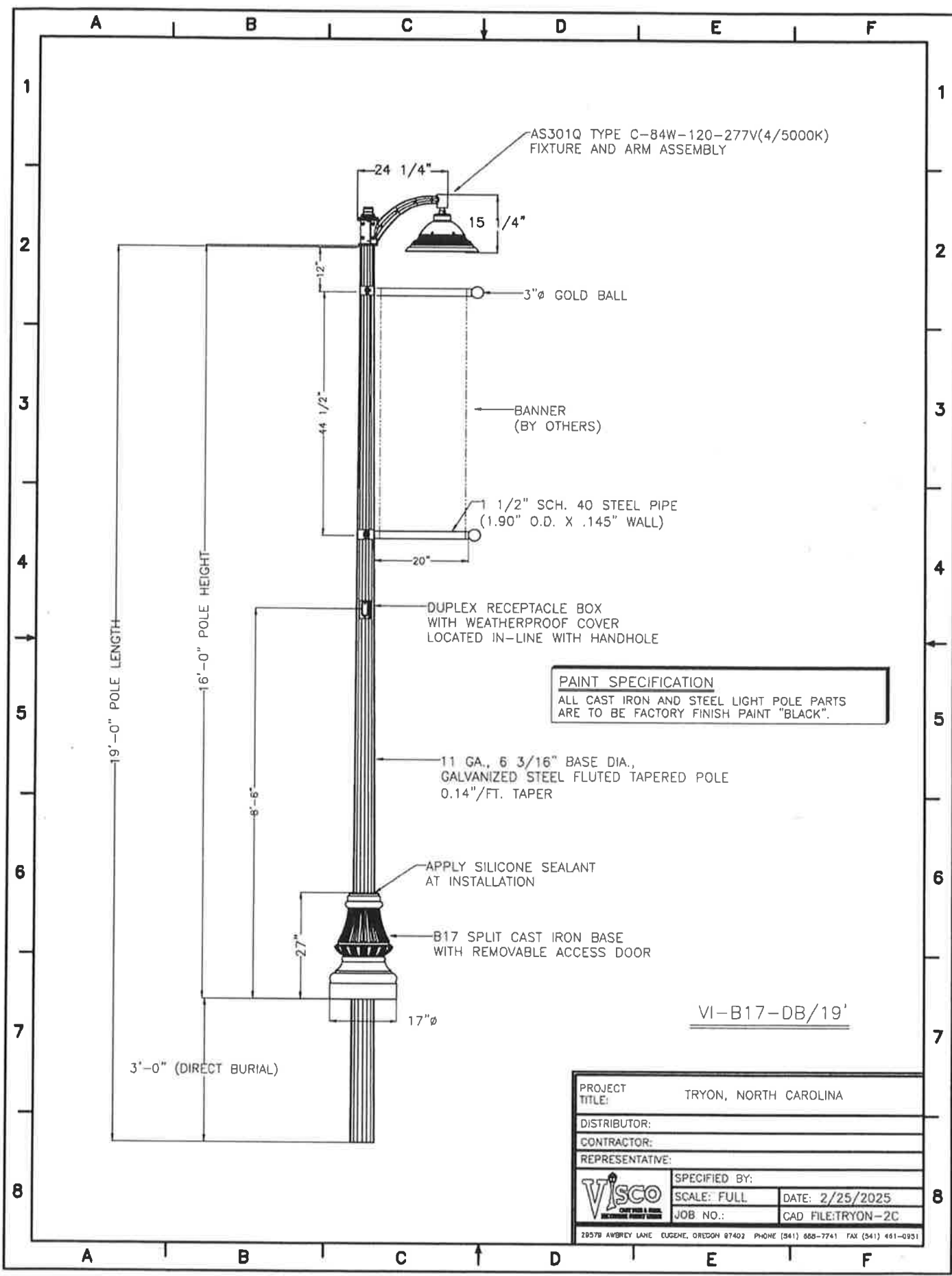
TOTAL \$27,020.00

TERMS NET 30 DAYS FROM DATE OF SHIPMENT.

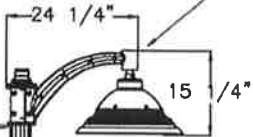
PREPARED BY: 

VISCO, INC.
29579 AWBREY LANE
EUGENE, OR 97402
(541) 688-7741
FAX (541) 461-0951

Quote Valid For 30 Days



AS301Q TYPE C-84W-120-277V(4/5000K)
FIXTURE AND ARM ASSEMBLY



15 1/4"

3"Ø GOLD BALL

BANNER
(BY OTHERS)

1/2" SCH. 40 STEEL PIPE
(1.90" O.D. X .145" WALL)

20"

DUPLEX RECEPTACLE BOX
WITH WEATHERPROOF COVER
LOCATED IN-LINE WITH HANDHOLE

PAINT SPECIFICATION
ALL CAST IRON AND STEEL LIGHT POLE PARTS
ARE TO BE FACTORY FINISH PAINT "BLACK".

11 GA., 6 3/16" BASE DIA.,
GALVANIZED STEEL FLUTED TAPERED POLE
0.14"/FT. TAPER

APPLY SILICONE SEALANT
AT INSTALLATION

B17 SPLIT CAST IRON BASE
WITH REMOVABLE ACCESS DOOR

17"Ø

VI-B17-DB/19'


19'-0" POLE LENGTH

16'-0" POLE HEIGHT

6'-6"

27"

3'-0" (DIRECT BURIAL)

| | | |
|-----------------------------------------------------------------------------------------------|-----------------------|--------------------|
| PROJECT TITLE: | TRYON, NORTH CAROLINA | |
| DISTRIBUTOR: | | |
| CONTRACTOR: | | |
| REPRESENTATIVE: | | |
|  | SPECIFIED BY: | |
| | SCALE: FULL | DATE: 2/25/2025 |
| | JOB NO.: | CAD FILE: TRYON-2C |
| <small>2957B AWBREY LANE EUGENE, OREGON 97402 PHONE (541) 688-7741 FAX (541) 461-0951</small> | | |

AGENDA ITEM

DATE: March 18, 2025

TO: Mayor and Town Commissioners

PRESENTERS: Jim Fatland, Town Manager, NCCLGFO, CPFO
Alvin Fuller, P.E., Summit Engineering Group
Greg McCool, Public Works Director
Andrew McCallister, Water Distribution/Sewer Collections Supervisor

SUBJECT: Contract Award for FY24 Wastewater System Improvements

BACKGROUND: The Tryon Board of Commissioners have authorized the advertisement for construction bids for the FY24 Wastewater System Improvements. This project consists of sewer rehab for Hidden Hill, Oak Street and Markham/Grady.

The bid opening was held on March 6, 2025. The Town received one bid which was returned unopened to the contractor. A minimum of three (3) bids are required.

The project has been readvertised for a bid opening for March 20, 2025.

Staff recommends that the Town Board Meeting be continued to consider awarding this contract on Wednesday March 26, 2025 at 5:30PM.

The Tryon Board of Commissioners at their regularly scheduled meeting held on August 6, 2024 accepted grant awards for this project totaling \$1,595,121.

RECOMMENDATION: Approve Resolution Approving Contract Award

FISCAL IMPACT: The source of funding for this project the NC State Budget Grant Award to the Town of Tryon

**RESOLUTION OF TENTATIVE CONTRACT AWARD
FOR
FY24 WASTEWATER SYSTEM IMPROVEMENTS**

WHEREAS, the Town of Tryon, North Carolina has received bids, pursuant to duly advertised public notice therefore, for construction of the FY24 Wastewater System Improvements, DWI Project Number SRP W-134-0014 funded from SL2023 Appropriations Act Directed Projects; and

WHEREAS, Summit Engineering Group, the Town of Tryon's Consulting Engineers, have reviewed the bids; and

WHEREAS, _____ Contractor, was the lowest responsible, responsive bidder for the FY2024 Water System Improvements Project, the total amount of the bid was \$ _____ and

WHEREAS, the consulting engineer recommends tentative award to the lowest responsible, responsive bidder; and

NOW, THEREFORE, BE IT RESOLVED that the tentative award is made to the lowest responsible, responsible bidder _____ in the total bid amount of \$ _____; and

BE IT FURTHER RESOLVED that such tentative award be contingent upon the approval of the apparent low bidder by the North Carolina Department of Environmental Quality Division of Water Infrastructure.

Passed and adopted unanimously on the 25th day of March, 2025

ATTEST:

Approved:

Emily Dale, Town Clerk

Alan Peoples, Mayor