

**TOWN OF TRYON  
BOARD OF COMMISSIONERS  
DEPOT COMMUNITY ROOM  
OCTOBER 21, 2025**

**6:30 PM WORK SESSION**

**TOWN OF TRYON  
BOARD OF COMMISSIONERS  
DEPOT COMMUNITY ROOM  
AGENDA  
OCTOBER 21, 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
  - b. Town Board Minutes
  - c. Harmon Field Board Minutes
  - d. Parks Committee Minutes
  - e. Rail to Trail
  - f. Tax Reports
  - g. Financial Report for September 2025
  - h. Grant Status Report September 2025
  - i. Police Department Monthly Report
  - j. Fire Department Monthly Report
6. Tropical Storm Helene Damages and Restoration at Harmon Field
  - a. Update-Jim Fatland/Tim Daniels
  - b. Contract Awards and Schedule-Jim Fatland/Brad Gordon
  - c. Foothills Regional Commission "Stronger Together Initiative-Jim Fatland
7. Finance/HR Agenda Items
  - a. Authorize Closing of Town of Tryon Fire Department Parade Bank Account
  - b. Approve Agreement for NCLM Employee Personnel Manual Update-Emily Dale
  - c. Water Bill Adjustment Policy Amendment-Emily Dale
8. Proposed Cell Tower Lease Agreement-Jim Fatland/Tim Daniels
9. Polk County Community Foundation Grant Awards-Jim Fatland/Lourdes Gutierrez
10. Board Appointments
11. Downtown Improvements
  - a. Approve One Way Street/Parking Maple Street-Tim Daniels
  - b. Municipal Services District Update-Tim Daniels
12. TDDA Update-Lourdes Gutierrez
13. Minimum Housing/Planning Update-Tim Daniels
  - a. Street Closure Requests
14. Town Manager Report-Jim Fatland
15. Council/Mayor Report
16. Citizen Comments & Responses
17. Closed Session: Potential Litigation 143-318.11 (a) (3); Personnel 143-318.11 (a) (6)
18. Motion to Adjourn

**Tryon Tourism Development Authority**  
**Minutes**  
**August 4, 2025**  
**4:30 P.M.**

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

**MEMBERS PRESENT:** Maria Mason-Freeman, Chairman; John Vining, Vice-Chairman; and Bill Crowell, Tryon BOC Rep

**MEMBERS ABSENT:** Steven Siler; Melanie Jackson; and Jennifer Mathews

**STAFF PRESENT:** Meg Rogers, Secretary; Tracey Daniels, Website/Social Media Contractor

**Officer Elections**

Crowell made a motion to postpone elections until the next meeting. Motion was approved by a vote of 3 to 0.

**Approve Meeting Calendar for FY 2025-2026**

The proposed meeting calendar for FY 2025-2026 was reviewed. Vining made a motion to approve the FY 2025-2026 meeting calendar as presented. Crowell seconded the motion. Motion was approved by a vote of 3 to 0.

**Approve Minutes from June 2, 2025**

Minutes from the June 2, 2025 regular meeting were reviewed. Crowell made a motion to approve the June 2, 2025 regular meeting minutes as presented. Vining seconded the motion. Motion was approved by a vote of 3 to 0.

**Approve Financial Report for May, June & July 2025**

The Tryon Tourism Development Fund FY 2024-2025 financial reports for May, June and July 2025 were reviewed.

As of May 31, 2025, FY 2024-2025 Total Revenue was \$17,319.65, Total Expenditures were \$22,536.58, and Ending Cash Balance as of May 31, 2025 was \$50,267.75.

As of June 30, 2025, FY 2024-2025 Total Revenue was \$19,272.47, Total Expenditures were \$29,482.50, and Ending Cash Balance as of June 30, 2025 was \$45,276.37. This was the FY 2024-2025 year-end financial report.

As of July 31, 2025, FY 2025-2026 Total Revenue was \$2,009.92, Total Expenditures were \$1,938.18, and Ending Cash Balance was \$45,359.99.

Vining had questions about the personnel cost in FY 2024-2025 exceeding the budgeted amount. Personnel costs included percentage allocation for Secretary Meg Rogers and Tryon Downtown Manager Lourdes Gutierrez work hours to support the Authority.

Crowell made a motion to approve the May, June and July 2025 financial reports as presented. Vining seconded the motion. Motion was approved by a vote of 3 to 0.

### **Saluda Grade Trail Update**

Crowell reported that the Saluda Grade Trail property had been purchased with Conserving Carolina holding the deed documents and hoping that North Carolina State Parks will take over the North Carolina section of the trail for long term maintenance and operation for the future. A nice purchase celebration party was held at Tryon Depot on July 31, 2025. Crowell had spoken to a contractor who removed rails from decommissioned rail systems who would pay the project committee for the rails, lights, and fixtures. The contractor suggested purchasing a boxcar to provide restrooms along the trail in Tryon as a viable option. Crowell briefly reported on the planned rail trail signage with each community along the rail trail having its own slightly different sign logo but overall consistent with the signage style over the entire trail route. It was noted that North Carolina government was already maintaining six rail trails in the state. Chairman Mason-Freeman reported that the Ecusta Rail Trail was now open and other rail trails were driving customers to rail-side businesses. In Tryon, the Pour House on Depot Street would probably see a lot of business from future trail users. Conserving Carolina was looking for potential donors to develop the rail trail project and would appreciate any referrals from Tryon Tourism Development Authority.

### **Website & Social Media**

Tracey Daniels distributed and briefly went over her printed report.

#### **Social Media Status Report-ExploreTryon Facebook Page**

- 8-10 posts per week
- Most Liked Posts:
  - Venus Williams supports Nina Simone Childhood Home
  - Happening Now-Ferrari Club at The Fitz
  - 10 various posts from #25in2025
  - Summer Tracks 7/9/2025 post

#### **Website Update**

- Worked on SEO for business listings, wording updates
- Talked to Boom Designs on an hour consulting call regarding website “refresh”. Boom Designs would submit an estimate on ExploreTryon.com website and Tryon-NC.com front page redesign. Town Manager Jim Fatland and network administrator Tim Daniels had some funds budgeted for this project.

#### **Miscellaneous**

- Polk County Economic and Tourism Development Committee (ETDC) had asked Daniels to serve another term on the Committee, but after 10 years, Daniels was considering declining the reappointment. Tryon Downtown Manager Lourdes Gutierrez was currently serving on the Polk County ETDC and could act as liaison for Tryon Tourism Development Authority.
- Answered 5 incoming travel tourism e-mail questions and referred along to direct contacts
- Scheduled call on Wednesday, August 6, 2025 at 1 pm with OUR STATE MAGAZINE regarding preplanning for their visit for the Tryon December toys feature article.
- #25in2025-fully designed, implemented and supported for June and July with no ad budget
- TRYON POUR TOUR–designed plan, worked with graphic artist (Kim Nelson donated her services) and wrote letters for outreach with goal to launch in September/October 2025. Pour Tour logo drafts were attached to Daniels’ report for comment. Daniels would e-mail additional logo ideas for the Pour Tour or bring them to the next meeting. Daniels & Gutierrez

had created a spreadsheet to collect info on participating businesses for the Pour Tour marketing. Restaurants could participate in the Pour Tour with “featured drinks”. Pour Tour was expected to be a long-term promotion. Tryon Downtown Development Association (TDDA) BeerFest 2025 would be an ultimate Pour Tour event. Related ideas were being considered, such as a Sweet Tooth Tour of local bakeries and restaurants with featured sweets. Marketing of “Pick your tour in Tryon” was suggested. Promotions (i.e. a patch or a special Tryon glass could be awarded if someone visited 10 participating locations on the Tour) were discussed briefly.

Daniels reported that, although most stores and restaurants were closed after Sumer Tracks concerts, a few businesses like Mirrorball Gallery that were open late and marketing their extended hours on social media were picking up after-concert business from concert attendees.

Occupancy tax revenues for Polk County and its municipalities were discussed. The Authority asked for more information on how the occupancy taxes collected by Polk County were being used to promote tourism and the lack of a process for the municipalities or local organizations to request funds from the County for projects promoting tourism, such as Tryon brochures. Current economic experts were projecting a huge decrease in tourism across the United States, particularly international tourists.

#### **SWOT Analysis Update – Work Plan Discussion**

Chairman Mason-Freeman suggested promoting children and family friendly activities, events and involvement. It was suggested that young people could be asked to volunteer to stuff gift bags for promotional events.

#### **Other**

**Pine Crest Inn Status**– Dumpsters were still on site for the Pine Crest Inn renovations.

#### **Confirm Date for Next Regular Meeting**

The next regular meeting of the Tryon Tourism Development Authority was scheduled for Monday, September 8, 2025 at 4:30 pm at Tryon Town Hall, McCown Room. Crowell stated he would be unable to attend on September 8, 2025.

#### **Adjourn**

Meeting was adjourned at 5:18 pm.

**Prepared by**

**Approved:**



Meg Rogers  
Secretary

Maria Mason-Freeman  
Chairman





## **VI. CONTINUED PUBLIC HEARING: DOWNTOWN HISTORIC PRESERVATION DISTRICT**

The continued public hearing started with Mayor Peoples stating that the decision had already been made not to vote tonight. The following citizen comments were made during the hearing:

Joyce Kempton: She has spent her whole life in Tryon and hated to see what was happening. Tryon is losing its character and history...pretty soon you won't be able to recognize what is left

Joe Cooper, Polk County Appearance Commission: Supports the recommendation and any program that will make the Town more beautiful and inviting...lives in Historic Tryon and wants to keep it that way

Greg Miner, Park Committee: Has been to the last Town Council meeting and Historical Preservation meeting and that there hasn't been much improvement. He would hate in six months for Mr. X to come in and have a negative impact on the historical aspect of the Town. The policy should be put in place to protect the Town.

Adam Moreland, owner of old Owens Pharmacy building: He has talked to a lot of people and attended the Sept 3 Historic Preservation meeting. Over the last few years there have been a lot of renovations and a lot of good taking place. The unknown variables that can't be accounted for make it difficult for investors and because of all those reasons he is opposed.

Cathy Brettman: There has been a lot of misunderstanding about this. The Commission is simply wanting to preserve the façade of the building not the inside. So much has already changed and we need to preserve what is left for future children and grandchildren.

There was then much discussion regarding various definitions about the proposal from historic to contributing and non-contributing. These factors are linked to the 2015 national designation as stated by Ellen Reichbach. She also stated that just because a structure is non contributing now doesn't mean it can't change in the future. Scott Lane was able to restore the Missledines building to be a contributing structure. The Town would benefit from grants and potential tax benefits. After continued debate Commissioner Morris made a motion to continue the hearing to November 18, 2025 at 7 pm. Commissioner Crowell so moved and the motion carried.

## **VII. CONSENT AGENDA ADOPTION**

Mayor Peoples entertained a motion to adopt the consent agenda. Commissioner Crowell so moved and the motion carried.

## **VIII. HELENE DAMAGES AND RESTORATION UPDATE**

Town Manager Fatland stated it was almost a year since it hit and every month since this item has been on the agenda. He is pleased to report that we have money to fund all the projects which include 2 ball parks, 2 soccer fields, playground, and open air gym. FEMA needs cancelled checks in order to reimburse and then they will be able to pay off the loans. He stated now we are in a good position to finish Harmon Field. There are 428 project items that were destroyed such as the boardwalk, cabin, and

fieldhouse. They are going to take that money and put into the old library to renew that building and are currently seeking RFQ for architects. Polk County Long Term Recovery is holding a ceremony to reflect on what happened and where we are going. Fatland wanted to give a special thanks to Brad Gordon, Harmon Field Superintendent. The park was in disarray prior to Helene and he had worked to get in shape and then the storm hit and everything was under water. They were going to spend 300k to repair the fields and now they have come back and be able to open sooner for less money. There is finally a light at the end of the tunnel. Ken Dahlstrom thanked everyone for their efforts and asked what the plan for the concession stand was. The plan is to convert it to public restrooms and food truck parking.

#### **IX. PROPOSAL TO UPDATE TOURISM AND TOWN WEBSITES**

A proposal from Big Boom Design was presented to the Town to redesign both the Town website and the Explore Tryon website operated by Tourism. The proposal included Wordpress integration to help with compatibility with Polk County's website. Tourism would pay \$6,500 and the Town would pay \$7,225. Commissioner Morris expressed her concern with the proposal and the need to have community input given the huge opportunity this is for the Town to update things. It was stated that upon implementation Explore Tryon would be maintained by a consultant and staff would maintain the Town portion. Commissioner Crowell moved to adopt the proposal and the motion carried.

#### **X. FY26 BUDGET AMENDMENT NO ONE**

Town Manager Fatland presented the year's first budget amendment. The amendment included changes to General Fund for kiosk and website, Tourism for kiosk and website, Harmon Field for Ballfield B, and Water/Sewer for a sewer camera. Commissioner Morris made a motion to adopt and the motion carried.

#### **XI. BOARD APPOINTMENTS**

Town Clerk Dale had two board appointments and an ordinance concerning the ABC Board. The Harmon Field Board had a member move out of the Township which resulted in their need to resign their position. Jessica Glasscock had an application on file for the Harmon Field board. Commissioner Morris moved to appoint Glasscock to the HFBS, Commissioner Lambakis seconded and the motion carried.

The Planning Board had an opening for an alternate. There were two applications on file and both were presented to the Board for their review and appointment. Commissioner Crowell made a motion to appoint John Diekmann as an alternate. The motion carried with a special thank you to the other applicant.

At a previous meeting the need for staggering terms for the ABC Board was mentioned. Town Attorney Morgan drafted an ordinance establishing such. Mayor Pro Tem Crowe moved to adopt the ordinance and the motion carried.

Town Clerk Dale also stated that the Board need to approve the appointment of Steven Siler as the Chairman of the Tourism Authority. Siler was elected chairman at the September 8<sup>th</sup> meeting. Commissioner Crowell so moved with Commissioner Lambakis second and the motion carried.

#### **XII. LAKE LANIER RESOLUTION**

Town Attorney Morgan requested this item be moved to next month as he wanted to run it by the School of Government and did not have the chance prior to the meeting.

### **XIII. DOWNTONW IMPROVEMENTS**

Planning Director Tim Daniels went over the proposal from Foothills Regional Commission for assistance with the MSD. Fatland stated that this is the initial step in the process, to look at the possible district and tax rate. The merchants would be in charge of the funds; however, they would have to ask for approval for disbursements from it. Fatland stated this is a nice way to give downtown funding for much needed infrastructure and other improvements. Mayor Peoples entertained a motion to approve the contract, Commissioner Crowell so moved and the motion carried.

Fatland presented the ordinance to make Maple St a one way street as discussed at the previous meeting. The hope is this would allow for Town employee parking and free up the parking lot for the public. There was much discussion about the number of houses on the street, how many parking places would be added and if they would be parallel or slanted. Daniels stated there are two houses on the street and 11 parallel spots would be gained. Michaila Lawter expressed her frustration that no one from the Town had discussed this matter with her. The parking would have to be outside her home which is increased traffic. She understands the need given that people do drive the wrong way on that road; however, she wondered if increased signage would help. The Commissioners proposed tabling the ordinance for now until alternatives can be looked at.

### **XIV. MINIMUM HOUSING/PLANNING UPDATE**

Daniels reports that 112 Jackson St. the November 1 deadline was approaching there. At 160 Cleveland, he is working with the County to have it inspected by the end of the week to see the status inside. On Lyle St. he plans to have it inspected within the next two weeks and is working with the owner there. Daniels stated he is working on obtaining demolition estimates, currently has one trying to obtain a total of three. Daniels reported that the kudzu growing across the Spectrum line near the IGA has been finally cut, with a special thanks to Katheryn Gordon for working with that.

There was a request from Ashley Brewington of Cars for Cancer for a road closure on Palmer St from 11-4 on Sunday October 12. The request is for parking and safety of the individuals. Commissioner Morris so moved and the motion carried.

### **XV. TOWN MANAGER REPORT**

Fatland was happy to report the Town finally got money from the State for the Hidden Hill project. A community meeting was held for those individuals to be able to see the impacts during construction. The Town is also working on improvements near Oak St where a broken clean out was discovered.

Fatland and Mayor Pro Tem Crowe attended the Saluda Grade Trail meeting. He reported the line is moving very quickly and he is hoping the Town could get the line to Lockhart.

There was mention of the great employees the Town has and how successful interim titles have been for the Police Chief and Fire Chief with both being promotions from within. The initiative with the school

was mentioned of which kid in each grade who reads the most gets to ride to school in a fire truck. The Town of Tryon provides a lot of services to its citizens.

#### **XVI. COUNCIL/MAYOR REPORT**

Commissioner Crowell thanked everyone for coming out. He is really excited to see what our trail can become.

Commissioner Lambakis thanked everyone and a special thank you to Chief Connell. She appreciates the lively discussions and hopes to be able to resolve problems.

Commissioner Morris echoed the thanks and mentioned she enjoyed seeing the article in the bulletin about the Fire Department. She enjoys when the departments interact and for the new reports in the agenda packet.

Mayor Pro Tem Crowe mentioned how blown away he was by the talent and how rapid things are moving with the Trail. He hopes we can continue to prepare the downtown area.

Mayor Peoples thanked everyone for coming out and encouraged everyone to bring their kids to Harmon Field. It has to comprehend how far the park has come since the storm so please come out and enjoy it.

#### **XVII. CITIZEN COMMENTS AND RESPONSES**

Anne Day wanted to congratulate Chief Connell and extend a special thank you to Holt and Lail for their work, as well as Dale for the additional reports. She also asked for an update on the fire hydrants. Fatland stated they are going to contract out that work since the water and sewer departments are so busy fixing water breaks.

Joyce Kempton wanted to address two safety issues. The first pertained to overgrown vegetation at Carson and 176. It is very difficult to see when pulling out into the street. Secondly, she mentioned the increase of golf carts. She feels they are not obeying traffic laws and would like a second look at the requirement of having a driver's license to operate a golf cart.

Krissa Sotomayor brought up the cell tower hearing in October. She asked if any impact studies had taken place, location options, essentially what information is there in the nature of transparency.

Town Attorney Morgan stated next month was a vote on consideration of the lease. A special use permit would have to be awarded by the Planning board and that would be a much deeper dive into all these issues.

Brian McCrowden, Gillett Woods association, stated that he has been asking repeatedly for information on the cell tower. It is difficult to have a position when they don't have all the information. They conducted a survey in their area and he is happy to share those results. He feels they are operating out of ignorance at this point.

Daniels and Morgan stated that there is not currently an application on file that provides all of those details and that there would not be an application until a lease is voted on. Again, there was much debate about specifics with Morgan trying to emphasize the October meeting is simply on the consideration of the lease. It is not a public hearing, nor is it a vote on a specific type or height of tower.

There was mention that the next Historical Preservation meeting would be Wednesday, October 1 at 4:00 and they encourage everyone to come out and get answers to their questions. Commissioner Crowell stated a need to move the meeting to a later time to get better attendance.

Anne Day reminded everyone to attend the Walk of Remembrance at Harmon Field.

#### **XVIII. CLOSED SESSION**

Mayor Peoples entertained a motion to go to closed session, Commissioner Lambakis so moved and the motion carried.

**MINUTES OF THE HARMON FIELD BOARD OF SUPERVISORS MEETING**  
**Thursday, September 18, 2025**

Chairman Warren Watson called the Harmon Field Board of Supervisors meeting to order at 6:00 PM at the Tryon Town Hall, McCown Room.

**Board Members Present:** Chairman Warren Watson; Secretary-Treasurer Rick Covil; Steve Sloan; Stephen Nelon; and Jessica Glasscock

**Board Members Absent:** None

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

Vice-Chairman Lynn Cromer had submitted her resignation from the Harmon Field Board of Supervisors because she had moved out of the Harmon Field Tax District. Covil made a motion to amend the agenda to add election of a new vice-chairman to the agenda. Sloan seconded the motion. Motion was approved 5 to 0.

**Welcome New Member Jessica Glasscock**

The Tryon Board of Commissioners on September 16, 2025 appointed Jessica Glasscock to serve the remainder of Lynn Cromer's term. Chairman Watson welcomed Ms. Glasscock to the Board. Board members were briefly introduced.

**Elect New Vice-Chairman**

With the vice-chairman position vacant, election of a new vice-chairman was held. Covil nominated Stephen Nelon for vice-chairman. Sloan seconded the nomination. Nominations were closed. Stephen Nelon was elected vice-chairman by a vote of 5 to 0.

**Approve Minutes from August 21, 2025 & September 2, 2025 Regular Meetings**

The Minutes from the August 21, 2025 regular meeting and the September 2, 2025 regular meeting were reviewed. Nelon made a motion to approve the August 21, 2025 and September 2, 2025 regular meeting minutes as presented. Sloan seconded the motion. Motion was approved by a vote to 5 to 0.

**Approve Financial Report for August 2025**

The August 2025 Harmon Field financial report as of August 31, 2025 was reviewed. According to the report, Total Revenues were \$166,534.77 (50.03% of budgeted amount). Total Operating Expenditures were \$48,079.09 (14.68% of budgeted amount). Total Capital Expenditures were \$445.38 (8.25% of budgeted amount). Total Expenditures were \$48,524.47 (14.58% of budgeted amount). Ending (pre-audit) Fund Balance was \$218,977.30.

The Board members had some questions regarding the equestrian revenues from the prior fiscal year and agreed to postpone approval of the August 2025 financial report until the October 7, 2025 meeting.

**Park Status Update/Park Superintendent Report**

Harmon Field Park Superintendent Gordon briefly went over his printed reports for September 18, 2025. Gordon expressed his appreciation to the Town of Tryon, Tryon Board of Commissioners, Harmon Field Board of Supervisors, Town Manager Jim Fatland, Assistant

Town Manager Tim Daniels, Greg McCool, Kenneth Arrowood, Brendon Sproules, Tryon Police Department, and numerous Tryon Public Works employees for their assistance in the Harmon Field recovery process over the last year. Gordon reported that most of the park was now officially reopened thanks to all their help.

#### Ongoing Projects & Updates

- **Gutter System for Open-Air Gym**-HF staff was currently working on obtaining quotes for installation of new guttering system at open-air gym. Project would include downspouts and drain lines to direct water away from gym slab.
- **Baseball Field B Regrading**-regrading of baseball field B started Sept 18 2025. Once regrading was completed, HF staff would pull and reset the bases.
- **Yellow Safety Top Cap for Baseball Fields**-Gordon and Damon were getting quotes for yellow safety top caps for both baseball fields. After installation, staff planned to repurpose black poly pipes for the dog park to create safer boundaries for the dogs, especially dogs that might try to jump over the fence.
- **No Pets Signs**- Gordon ordered "No Pets" signs for all gates on the baseball fields and the playground area.
- **Dump Truck Issues**-HF dump truck needed new motor due to cylinder failure. Gordon and Fatland were getting quotes for both new and used trucks as well as new motor replacement quotes to compare options. HF staff were currently borrowing a truck from Tryon Public Works Department as needed. Truck was needed for mulching and tree trimming activities in the fall.
- **Tree Maintenance**-Gordon had a few tree maintenance companies assess 4 to 5 trees in the HF equestrian area of the park. These trees were either dead or dying and posed potential safety hazard if not addressed soon.
- **Picnic Shed Rentals**- The small picnic shed was rented twice in the past month. The soccer field was rented for youth games by the Seventh Day Adventist School and a local group was using the gym for evening activities. The St John's Catholic Church men's group was renting the gym for Wednesday evening meetings in September. Staff was working with the group to see if the small open shelter or the concession dining area shelters would work better for them.
- **Water Pump Station** – water pump electrical panel near Pacolet River was destroyed in flood. Electric Pump no longer worked. Gordon was in process of finding a gas or diesel water pump for irrigation of HF soccer fields.
- **Upcoming Events at Harmon Field:**
  - September 20, 2025-Walk Remembrance (track)
  - September 27, 2025-Tropical Storm Helene Community Remembrance (open-air gym)
  - November 29, 2025-Polk County Toy Run (open-air gym)
- **Events Staff Involved In:**
  - October 31, 2025 Tryon Halloween Stroll
  - December 5, 2025 Tryon Christmas Stroll
  - TBD Tryon Christmas Parade
  - December 31, 2025 Tryon Midnight
- **Seasonal Decorations** Downtown & HF Staff would be decorating HF Entrance Signs for Fall & Christmas this year

**Supervisor FEMA Updates**

- FEMA consultant, Carlos, officially submitted letter of intent to FEMA outlining the items that would be included in the 428 project for funding, specifically for repairs related to the old school building. Breakdown of the items included in the **428 project**:
  - **428 Project Items**
    - Log Cabin
    - Screened Picnic Shed
    - Wooden Boardwalk
    - Field House Restrooms
    - Old Concession Stand
    - Barn 3
    - Barn 4
    - Horse Show Schooling Ring
    - Lunging Ring
    - Horse Show Office
  
- **Project Status:** Most of the damaged areas reported have been fully repaired as of Sept. 17, 2025. Some items originally flagged for repair were still being worked on with FEMA and quotes were being processed.
  - **Completed Repairs**
    - Open-air Gym
    - Bridge over Pacolet River
    - Culvert at Harmon Field Entrance
    - Debris Removal
    - River Soccer Field
  - **Repairs in Progress**
    - Baseball Field A (Dallara Field)
    - Partial area of the Playground
  - **Projects Needing Repairs**
    - Rain Gardens
    - Gravel Road at Equestrian Barns
  
- **Additional Updates**
  - **Contents and Equipment Damage:** The project for contents and equipment damages was handled separately. Staff & FEMA consultant were awaiting a final quote to complete this project.
  
- **Open-Air Gym Project** – Derek Champion's crew had begun work on the exterior of the open-air gym to restore outside. Once exterior work was completed, a picnic table would be placed under the awning for visitors to have a comfortable place to relax.
  
- **Moving Forward:** HF Staff focus would shift to completing remaining repairs and working closely with FEMA to wrap up any pending claims. Staff would continue to ensure Harmon Field would be fully restored and enhanced for the community.

**Blue Ridge Hunter Jumper Association (BRHJA) Request**

Two Harmon Field Board of Supervisors Members, Chairman Watson and Secretary-Treasurer Covil, had participated in a site visit at the Harmon Field equestrian facility on September 4, 2025 to better understand current conditions and whether the facility could be ready for a BRHJA horseshow in October 2025. Numerous safety issues were observed in the show rings

and the barns. Chairman Watson stated he did not think that staff could have the facility ready to safely be used by October 2025. Parking and concessions would have issues as well. Show manager Lewis Pack had asked for a decision by September 18, 2025 on whether the facility could be used for the October horseshow. Watson stated he was particularly concerned about electrical wiring and other issues. Gordon stated that the estimated \$20,000 to complete replacement of the show ring fencing for all the rings was not available at this time and funds for removal of dangerous trees in this area were also needed. Glasscock asked if Polk County or NC Agricultural Extension/4H could provide funding to help. BRHJA and Tryon Riding & Hunt Club (TRHC) had initiated a fundraising campaign for Harmon Field equestrian facility, but no significant funds had been raised to-date. Chairman Watson favored a vision of a smaller more easily maintained equestrian facility with three show rings and two barns that might be a better fit for Harmon Field now. Larger multi-day horseshows had been causing increasing issues with parking which would become even more problematic with the removal of the camper hookups in "hog heaven" section and closing the bridge and "hog heaven" to horse trailers and campers going forward. The Board wanted to plan toward what the public would need over the next 15 years. Gordon reported a decline in T-ball and baseball youth programs in Polk County. The flood damage provided an opportunity to consolidate Harmon Field facilities to make the park easier and more economical to maintain and operate. With the cabin gone, Watson stated that renovation of the school building/community center was essential to provide a replacement for the cabin as a public & private event venue as soon as possible. Reducing the size of the equestrian facility footprint would allow the remaining portion to become a multi-use area and provide parking space for smaller equestrian events horse trailers etc.

BRHJA President Cone stated his desire to see any mitigation funds from barns 3 & 4 directed into repairs and renovation at the equestrian facility. Cone explained the historic significance of the equestrian facility at Harmon Field. Cone reported that the reorganized BRHJA was now a 501(c)(3) non-profit organization and had significantly improved accountability and transparency of the organization's accounting. Cone assured the Board that Harmon Field's equestrian facility at its full size filled a need for smaller horse shows in the area. Cone and Jamie Dunn believed that there was an agreement was made between the equestrian community and the Town of Tryon and Harmon Field, when the hedge ring in the center of Harmon Field was demolished and the equestrian facility relocated to its current location at the west end of the park, that the new location of the equestrian facility was guaranteed to be used as an equestrian venue in perpetuity. Chairman Watson agreed to check with the Town of Tryon regarding any such deed or agreement in the Town of Tryon's records. Cone offered to get additional estimates to repair/replace the horseshow ring fencing that might be lower. Chairman Watson stated that the Board would be willing to consider any quotes that Cone could provide.

A plan would be needed for ongoing donor-funded maintenance or annual guaranteed sponsorships to cover maintenance and operating costs not fully funded by equestrian facility rental fees. The most recent 12-month horseshow season at Harmon Field had resulted in approximately \$18,000 net profit that did not include cost of all of the staff time and equipment or volunteer hours required for 12 months of operation and maintenance. At this time, restoration and maintenance costs would be more than the annual revenues to keep the facility in top condition in compliance with all safety codes. Chairman Watson stated that expanding the equestrian facility back to its former footprint could be considered in the future, if equestrian interest and participation increased enough to support the facility or if a professional horseshow contractor wanted to commit to fully funding renovation, maintenance and operation of the facility through a lease contract with minimal Harmon Field staff involvement or funding from Harmon Field's fund balance. All the Board members were in agreement that scaling back the

size of the Harmon Field equestrian facility was the best course for now given the current circumstances and economy. The Board declined to accept the rental request for the October 2025 BRHJA horseshow event due to safety concerns. Gordon was asked to seek expert assistance to develop a detailed list of repairs and upgrades to bring the equestrian facility into safety code compliance.

**Other**

- **Amendment of FY 2025-2026 HFBS Meeting Schedule** – Gordon presented a request from Gordon and Town Manager Jim Fatland to return to having one meeting on the first Tuesday of each month and eliminate the Thursday meetings from the rest of the FY 2025-2025 Harmon Field Board of Supervisors Meeting Schedule. Gordon stated that additional meetings did not really speed up the recovery process. Delays were caused by time needed for contractors to submit quotes and waiting for formal FEMA approvals. The Board members agreed to the revision of the meeting schedule but wanted to continue meeting at 6:00 pm for the monthly meetings. Nelson made a motion to approve the revised FY 2025-2026 meeting schedule for the Harmon Field Board of Supervisors with monthly meetings on the first Tuesday at 6:00 pm for the remainder of Fiscal Year 2025-2026. Sloan seconded the motion. Motion was approved by a vote of 5 to 0.
- **Staff Seasonal Workday Hours** – Park Superintendent Gordon informed the Board that Harmon Field staff would be continuing to use a seasonal workday schedule: Workday would be Monday through Friday from 7 am to 3:30 pm from May 1 to Sept 30 and workday from October 1 to April 30 would be the same as the Tryon Public Works Department. The Board had no objections. Harmon Field staff scheduling for special weekend events would be coordinated by Park Superintendent Gordon. The Sept 20, 2025 Walk Remembrance event needed minimal Harmon Field staff support but Damon would be on call, if needed. The September 27, 2025 Hurricane Anniversary event would be covered by Damon.

**Next Meeting Date**

The next regular meeting was scheduled for Tuesday, October 7, 2025, 6:00 pm at Tryon Town Hall, McCown Room.

**Adjourn**

Meeting was adjourned by Chairman Watson at 7:30 pm

**Submitted By:**



**Rick Covil  
Secretary-Treasurer**

**Approved:**



**Warren Watson  
Chairman**

## Tryon Parks Committee Minutes August 12, 2025

The Tryon Parks Committee met on August 12, 2025 at Town Hall. The meeting was called to order at 4:00 PM by Greg Miner, Chairman. Other Committee members present were Wayne Albert, Karen Bird, Vard Henry, Dick Perlmutter and Town Manager Jim Fatland. Also attending was guest Suzie Hayes. Not in attendance were Susie Hursey and Alan Peoples.

### General:

After verifying that it was acceptable to do so, the minutes of the 7/8//2025 meeting had been approved by e-mail and submitted to the Town. We will continue this practice whenever practical in order that the minutes are received by the Town Commission on a timely basis.

The minutes of the Committee should include attendees.

Suzie Hayes has agreed to become a member of the Committee, pending her application being approved by the Town Commissioners.

The Town of Tryon website re: Parks Committee needs updating. The schedule for meetings is incorrect, the members have changed, and the description of Bryan Park is no longer current.

Greg Miner will resign his position as Committee Chairman at the end of the year due to health reasons. He will remain on the committee as a member.

Jim Fatland announced that on June 30th, the Town Commissioners voted to establish a council for kudzu and other invasive plant removal. The council will award grants to private citizens to be used for that purpose. An annual budget of \$10,000 has been proposed. A vote will be taken next week at Town Commissioners meeting. Jim asked for Parks Committee support on this project.

A motion was made by Dick Perlmutter and seconded by Vard Henry that an "Invasives Species Removal Council" with an annual budget of \$10,000 be established. The motion was approved.

Mr. Fatland also reported on the "Rails to Trails" project. On July 31st, there was a Trail Celebration. Jim is on the Spartanburg PAL (Play, Advocate, and Live Well) committee, and wants the Inman (SC) to Lockhart Rd (Tryon) segment to be the 1st phase. He is on the steering committee for the NC side. Kieren Roe of Conserving Carolina asked him to be involved. He has suggested that prior to the final Rails project, the following project be completed:

McCown Street- hire Mark Byington to design a park and walking trail to include removing the railroad tracks and adding restroom facilities near "Morris". He is asking Town Council to approve this project next week.

Mr. Fatland has re-organized the government structure of the Town. Chuck Sherbert is now the new manager of streets, sanitation, and parks.

The 2026 Budget for “Fund 70”, a Culture and Recreation Fund to cover the maintenance expenses of Rogers and Woodland Parks was presented. (See attachment). In addition, Mr. Fatland is meeting with the Polk County Community Foundation to request \$10,000 for improvements.

James Payne Memorial Garden- Mr. Fatland reported that John Vining requested that the garden to be completed as soon as possible. The East Side Committee wants to have a presentation ie: the park. Mark Byington will present. A grant will be necessary to maintain the garden. Mr. Fatland will work on the grant.

## Parks Reports

Bryan Park- Invasives have been removed along the fence. The next step is to apply for a grant for trees- 3-4 trees that we approve, to be installed by a landscaper.

Depot Garden- No report.

Greene Corner- No report.

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

Park on Trade- Vard Henry reported that the fountain is being repaired.

Rogers Park- In answer to the Park’s Committee’s objection to the clearing done recently on the slope at the park, Jim Fatland said that he did not know who was responsible.

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

Vaughn Creek- Greg Miner will ask the Town again to paint over the graffiti when the weather is cooler.

John Vining is working on getting a new grill. He is asking the police if it can be somehow marked in case it gets stolen again.

Wayne Albert is installing two new benches.

Woodland Park- An individual citizen of Tryon wants to grant an easement for a path from their property at Spanish Courts near Hidden House Lane to Woodland Park so that there would be access from Melrose Ave. Karen Bird made a motion that the “Committee supports accepting an easement to connect Melrose Ave. to Woodland Park as an addition to the park

system.” Greg Miner seconded the motion and it was unanimously approved.

Wayne Albert reported kudzu regrowth along the hill near the benches. A workday was scheduled for Thursday, August 21st from 9:00-11:00 AM for removal. We will be digging for roots, so wear heavy duty clothes, bring hand clippers and maddocks. Greg will provide daubers for applying herbicide. There is also one tree to be removed that is across the trail.

A red jeep keeps parking on the mulch at the IGA entrance. The question of whether or not we should install another boulder in that spot to prevent it from happening was raised. A decision was made to ask Mr. Teaster to ask the employee to stop parking there before we decide to buy another boulder.

Another problem in that area are cigarette butts thrown there by employees. We may need to offer to put a cigarette receptacle there. Greg Miner presented the trail diagram done by Amy Arledge for future signs. Karen Bird offered to try to get it on CADD.

The watering schedule for the front plantings at IGA entrance is as follows:

August 17-23- Vard Henry

August 24-30- Suzie Hayes

August 31- September 6- Dick Perlmutter

September 7-13- Susie Hursey

The next workday for the front area at IGA will be September 4th from 9:00 AM-11:00 AM. Suzie Hayes will pick up the mulch.

Harriett’s Garden- no report.

Ziglar Field- Dick Perlmutter reported that there is an old soccer goal there that needs removing. He will call in a work order for Chuck Sherbert to have the Town remove it.

There being no further business, a motion was made by Vard Henry to adjourn the meeting and the meeting was adjourned at 5:40 PM.

Respectfully submitted,  
Karen Bird

Attachments: Town Budget for “Fund 70”  
Woodland Trail Map

8-17-25- MINUTES APPROVED VIA E-MAIL and submitted to Town

TOWN OF TRYON				
CULTURE AND RECREATION FUND				
PROPOSED FY25-26 BUDGET (FUND 70)				
BEGINNING FUND BALANCE, JULY 01, 2024			\$9,331	
	06/30/24	AMENDED	ESTIMATED	PROPOSED
	ACTUAL	FY24-25	06/30/25	FY26
REVENUE		BUDGET		BUDGET
ROGER PARK GRANT/DONATIONS				
SPONSORS/DONATIONS SUMMER TRACKS	\$2,575	\$4,500	\$4,500	\$4,500
WOODLAND PARK GRANTS/DONATIONS	\$3,125			
INVESTMENT EARNINGS				
TRANSFER FROM GENERAL FUND	\$20,000	\$5,000	\$5,000	\$5,000
APPROPRIATION FROM FUND BALANCE		\$10,000		\$10,000
TOTAL REVENUE	\$25,700	\$19,500	\$9,500	\$19,500
EXPENDITURES				
SUMMER TRACKS SERVICES/SUPPLIES				
CONTRACTED SERVICES	\$1,000		\$1,000	\$1,000
CAPITAL OUTLAY-ROGERS PARK	\$8,331			\$6,500
CAPITAL OUTLAY-WOODLAND PARK	\$0	\$6,500		\$10,000
CAPITAL EQUIPMENT		\$13,000		\$2,000
TOTAL EXPENDITURES	\$9,331	\$19,500	\$1,000	\$19,500
REVENUE OVER EXPENDITURES	\$16,369	\$0	\$8,500	\$0
ENDING FUND BALANCE, JUNE 30	\$9,331		\$17,831	

Attachment provided by Jim Fatland

From: Amy Arledge <[amyarledge@gmail.com](mailto:amyarledge@gmail.com)>  
Date: August 12, 2025 at 3:00:04 PM EDT  
To: Greg Miner <[gregminer01@icloud.com](mailto:gregminer01@icloud.com)>, Greg Miner <[indykins@charter.net](mailto:indykins@charter.net)>  
Subject: Woodland Park Map and Distances

The Orange Trail is approximately 3033' or roughly 6/10 mile.

The Red Trail is approximately 653'

The Purple Trail is approximately 1008'

It is 75' from the Chestnut Street parking lot to the main Orange Trail.

It is 425' from the IGA Bridge to the Chestnut Street Bridge.

It is 662' from the IGA entrance to the Chestnut Street entrance.

It's approximately 500' from the IGA entrance to the Stone Bridge via the Orange Trail.

I don't have a distance for Harriet's Garden.

I would suggest that for map clarification, both park entrances be given another color, maybe green

My two cents. Hope this helps!

Amy



## Tryon Parks Committee Minutes September 9, 2025

The Tryon Parks Committee met on September 9, 2025 at Town Hall. The meeting was called to order at 4:05 PM by Greg Miner, Chairman. Other Committee members present were Wayne Albert, Karen Bird, Vard Henry, Susie Hursey, Dick Perlmutter and Town Manager Jim Fatland. Not attending were Suzie Hayes and Alan Peoples.

### General:

Suzie Hayes has been approved by Town Council as a member of this committee.

The minutes of the 8/12//2025 meeting had been approved by e-mail and submitted to the Town. We will continue this practice whenever practical in order that the minutes are received by the Town Commission on a timely basis.

At the next Town Council meeting, updating the website will be discussed. Besides the Parks Committee information, there are other updates that are needed.

### Parks Reports

Bryan Park- Invasives have been sprayed again. Jim Fatland has secured 4 trees from a grower in Flat Rock. (3 redbuds, 1 dogwood). Karen Bird, Vard Henry and Susie Hursey will provide a schematic drawing for placement of the trees. The Town of Tryon will plant the trees and water them weekly. \*\*(after the meeting, Jim Fatland picked up five trees, and they have been planted.)

Depot Garden- No report.

Greene Corner- No report.

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

Park on Trade- Vard Henry reported that the fountain has been repaired by the town. It was an electrical problem in the box.

Rogers Park- Continued discussion was held on the damage done to the hillside by attendees to the Summer Track series.

Wayne Albert suggested that attendees may be entering the park at the hillside to avoid paying an entrance fee.

Karen Bird suggested a "Save Rogers Park" campaign. She also pointed out that there are no guard rails in place, which could mean a liability for the town.

Jim Fatland suggested an approach of either:

Plan A- Add seating and re-landscape, and deny access to the hillside by enforcement. Or,

Plan B- Add seating and re-landscape, and fence off the hillside, making access impossible.

A motion was made and unanimously approved that we invite Mark Byington, landscape architect, to attend our next meeting on October 14th to discuss and suggest a solution.

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

Vaughn Creek- Dick Perlmutter reported that there is grass overgrowth in the flat area where wood was stacked. There is also a tree hanging over the trail. A workday will be scheduled for these two items and to remove kudzu.

Greg Miner has submitted a work order to the Town to paint over the graffiti.

New grill - no update.

Wayne Albert is ready to anchor the benches.

Woodland Park- Greg Miner has written (not mailed) a letter to the McCall family re: kudzu on their property. There have been questions about whether or not the property is part of a parcel donated by the McCalls to the town some years back. It was decided that it would be best if the town handled the situation. The property is part of a proposed trail to Woodland from Melrose Avenue.

Susie Hursey reported that after our work day spreading mulch, the entrance at the IGA looks much better. She also reported that the rest of the plants promised in the last PCAC grant have been planted.

The idea of putting a cigarette butt receptacle was discussed. A motion was made to ask Mr. Teaster, manager of the IGA, his thoughts. If he agrees, Jim Fatland will order the receptacle and have it installed. The motion passed with 5 ayes and 1 abstaining.

Greg Miner has asked the owner of the red jeep to not park on the mulch and plantings.

Harriett's Garden- no report.

The watering schedule for the plantings at IGA entrance is as follows:

September 7-14— Susie Hursey

September 15-21— Vard Henry

September 22-28— Wayne Albert

September 29- October 5— Karen Bird

Ziglar Field- Dick Perlmutter reported that an old soccer goal there needs removing. He will call dispatch to submit a work order.

There being no further business, the meeting adjourned at 5:30.

Respectfully submitted,  
Susie Hursey

**Tryon Rail to Trail Committee**  
**Committee Meeting Minutes**  
**August 20, 2025**

**PRESENT**

Anne Day  
Katherine Fox  
Kevin Parker

**STAFF**

Jim Fatland, Town Manager  
Lourdes Gutierrez,  
Downtown Dir.

**ABSENT** Guy Henrie

Bill Crowell  
Maria Mason-Freeman

**GUEST**

Harriet Hudson  
Denny Crowe  
Skip Crowe  
Steve King

The meeting was called to order at 3:05pm.

## **Trail Project Planning Meeting**

The meeting discussed the recent acquisition of the Saluda Grade Rail Trail by the Saluda Grade Conservancy in partnership with Conserving Carolina, with a celebration held on July 31 at the Tryon depot. The council appointed Skip Crowe and Jim Fatland to the North Carolina steering committee. Plans to extend the trail to Lockhart Street were approved, including potential funding from federal dollars. The council also considered redesigning the downtown park area to enhance green space and parking. A parking study was mentioned, suggesting changes to Maple Street for better parking. The council emphasized the importance of early planning and community involvement to ensure the project's success.

The meeting discussed the progress and coordination of the Ecusta trail project between North and South Carolina. Conserving Carolina is handling North Carolina, while PAL manages South Carolina. Funding and initial efforts were noted, with South Carolina being ahead due to earlier funding. The project involves volunteers and contractors, with materials like rails and ties being recycled or sold. The feasibility study post-hurricane damage was reviewed, and the need for careful design to avoid delays was emphasized. The next meeting is scheduled for two months from now. Additionally, the idea of public restrooms in Tryon was debated, with potential locations discussed.

## **Action Items**

- Retain Mark Byington to develop a plan for relocating the trail route in downtown Tryon to McAllen Park.
- Reach out to Senator Lindsey Graham to discuss potential federal funding for the trail project.
- Obtain drone footage from Gary Walker to document the damage to the trail route in Saluda.
- Follow up with the lawyers' office to see if they have any drone footage of the trail route.

- Invite a representative from the Ecusta Friends of the Trail to come and talk about their experiences when we are closer to the installation phase.
- Steering committee will assess the feasibility of the trail section between Zirconia and Saluda, taking into account the damage caused by Hurricane Helene.
- Steering committee will explore the possibility of incorporating the Zirconia to Saluda section into the design contract for the South Carolina side of the trail.
- Schedule the next meeting for two months from now, the third Wednesday after the film festival in October.

## Outline

### Volunteer Involvement and Project Progress

- Kevin Parker inquires about volunteers working on taking up the rails and digging up creosote.
- Steve King confirms that volunteers are involved in the project, with the Friends of the Ecusta Trail organizing efforts.
- Katherine Fox recalls seeing contractors and volunteers working on the project, particularly in removing ties and using forklifts.
- Steve King mentions the involvement of the Friends of the Acoustic Trail in renting dump trucks and recycling materials.

### Meeting Recap and Introductions

- Kevin Parker starts the meeting and mentions Steve King and Kent Green.
- Kevin Parker confirms everyone has the minutes of the last month's meeting.
- Jim Fatland discusses a recent council meeting, noting positive discussions and pushback.
- Jim Fatland mentions the acquisition of the railway and a celebration planned for July 31.

### Restroom Facilities and Public Input

- Jim Fatland discusses the need for public restrooms, mentioning potential locations like Moore's Den and the town-owned parking lot.
- Denny Crowe suggests the plaza as an ideal location for a restroom, despite current tenant issues.
- Jim Fatland recalls a previous attempt to install a public restroom, which faced opposition from the mayor.
- Skip Crowe mentions a Rotary meeting where the topic of public restrooms was discussed, with mixed reactions.

### Railway Acquisition and Celebration Details

- Jim Fatland discusses the acquisition of property with a grant from the state and a 20% local match.
- Jim Fatland shares a story about negotiating with Norfolk Southern for the depot building, eventually securing it for free.
- Jim Fatland shares details about the railway acquisition and the celebration in Tryon.
- The celebration was held at the Tryon depot, with banners and flags to mark the event.
- Jim Fatland mentions the involvement of the police chief and officers in the event.
- Banners were distributed to nearby towns, and some were left over for future use.

### North Carolina Steering Committee and Selection Committee

- Jim Fatland talks about the North Carolina steering committee and its members.
- The council appointed Skip Crowe and Jim Fatland to serve on the committee.
- Jim Fatland was asked to join the selection committee for the design engineer of the trail.
- The selection committee will help decide the design and construction of the trail.

### Trail Design and Funding

- Jim Fatland discusses the importance of extending the trail to Lockhart Street.
- The extension would include signs for Rogers Park and restrooms at the elementary school.

- Jim Fatland suggests using federal dollars for the trail design and construction.
- The Rotary Club Foundation is also considering sponsoring the project.

#### **Parking and Trail Improvements**

- Jim Fatland proposes changes to the downtown park and trail area.
- The idea includes moving the trail to create more green space and better parking.
- The committee discusses the feasibility of the changes and the need for a master plan.
- The council agrees to retain Mark Byington for the green space plan.

#### **Conserving Carolina and Trail Easements**

- Jim Fatland and Skip Crowe discuss the easements and restrictions imposed by Conserving Carolina.
- The committee will need to get permission from Conserving Carolina for any changes.
- Skip Crowe mentions the need for level ground and the potential for minimal issues with land use.
- The committee agrees to work with Conserving Carolina to ensure the project's success.

#### **Parking Study and Downtown Improvements**

- Jim Fatland talks about a recent parking study and the need for more detailed information.
- The council has discussed the possibility of making Maple Street a one-way street.
- The idea includes diagonal parking for employees and open spaces for residents and visitors.
- The committee agrees to continue discussing the parking study and potential improvements.

#### **Trail Construction and Timeline**

- Jim Fatland shares insights from the South Carolina trail construction.
- The South Carolina trail was built faster due to federal funding and less opposition.
- Jim Fatland suggests pushing for federal dollars to expedite the North Carolina trail.
- The committee discusses the timeline and milestones for the trail construction.

#### **Community Involvement and Support**

- Steve King mentions the positive community interest and support for the trail.
- The committee discusses the involvement of local organizations like the Blue Ridge Bicycle Club.
- Jim Fatland emphasizes the importance of community engagement and support.
- The committee agrees to continue working with local organizations to ensure the project's success.

#### **Final Thoughts and Next Steps**

- Jim Fatland shares his patience for the project and the need for timely progress.
- The committee discusses the importance of federal funding and political connections.
- Jim Fatland suggests working with local and federal officials to expedite the project.
- The committee agrees to continue monitoring the project and making necessary adjustments.

There being no further business, the meeting was adjourned at 3:55pm.

Respectfully submitted,

Lourdes Gutierrez





ROGERS, JOHN TOWN OF  
TRYON

2012-2018

<b>STYLES ON NORTH TRADE</b>	2020-2021	44.03	44.31	44.60	44.90	45.20	45.50	45.81	46.12	46.43	46.74	47.05
TEVIS, TROY	2023-2024	277.03	280.79	282.89	285.00	287.14	289.28	291.44	293.61	295.78	297.98	6.59
TOWN OF TRYON	2019-2021											
TRYON POINT												
ORTHODONTIC	2016	331.25	333.09	334.95	336.82	338.70	340.59	342.5	344.43	346.37	348.32	350.29
TRYON LOGISTICS	2021-2024	128.36	129.65	130.56	131.48	132.40	133.32	134.25	135.19	136.14	137.09	138.04
VERNON, OTIS TOWN OWNS	2012-2019											
<b>TOTAL</b>		<b>10,289.13</b>	<b>10,467.78</b>	<b>10,542.91</b>	<b>10,619.62</b>	<b>10,696.91</b>	<b>10,774.75</b>	<b>10,853.13</b>	<b>5,785.33</b>	<b>5,792.15</b>	<b>5,459.55</b>	<b>5,204.46</b>

**FORECLOSURE**

		<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>	<b>Jul-25</b>	<b>Aug-25</b>	<b>Sep-25</b>	<b>Oct-25</b>
<b>ALDRIDGE, DWANDA</b>	2021-2024	465.51	470.25	473.58	476.94	480.36	483.81	487.32	490.83	494.34	497.88	501.54
ASIAN FUSION INC	2021-2025	6,896.47	6,977.76	6,273.43	5,657.80	5,699.56	5,741.65	5,784.06	5,826.79	5,079.17	5,100.54	5,122.07
<b>GARY, MARIAH</b>	2023-2025	1,401.38	1,420.54	1,431.19	1,441.92	1,452.74	1,463.64	1,474.61	1,485.67	2,181.50	2,192.73	2,204.05
FRINK, ARCHIE, EST	2015-2025	574.55	578.79	582.49	586.22	589.96	593.74	597.52	528.65	568.28	571.79	575.34
<b>HEYWOOD, HANNON</b>	2022-2025	1,629.94	1,649.30	1,661.41	1,673.63	1,635.54	1,647.56	1,659.67	1,671.86	2,037.66	2,008.69	1,959.34
JOHNSON, WILLIAM ET												
NANCY JOHNSON	2022-2025	991.17	1,002.71	1,010.10	1,017.54	622.18	626.85	631.55	636.28	1,097.75	1,102.56	1,107.40
JOHNSON, ROMNEY	2015-2025	319.51	321.87	323.92	326.00	328.10	330.20	332.33	296.23	318.65	320.60	322.57
<b>KING, JESSIE</b>	2015-2025	562.35	1,085.81	1,093.96	1,102.12	1,110.33	1,090.43	1,098.60	1,106.84	1,328.25	1,336.61	1,345.04
LITTLEJOHN, EDWARD	2021-2025	1,604.21	1,621.28	1,632.94	1,644.69	1,656.53	1,668.46	1,680.48	1,692.59	2,177.33	2,189.62	2,202.00
<b>MILLER, LEROY JR</b>	2022-2025	743.93	752.95	758.48	764.05	769.67	775.33	781.03	786.77	1,169.22	1,175.05	1,180.92
<b>SUBER CHARLES</b>	2022-2025	1,109.91	1,123.70	1,131.93	1,140.23	993.59	1001.01	1008.48	1016	1119.87	1123.76	1127.69
SUBER, VIOLA	2019-2024	266.49	269.50	271.47	273.45	275.45	277.45	279.48	281.54	283.62	111.22	112.06
WADDELL, VIOLA	2015-2025	405.58	408.60	411.21	413.83	416.47	419.13	421.84	373.12	405.34	407.82	410.31
<b>WINGO, WILLIE LEWIS</b>	2023-2025	849.94	863.99	870.47	877.00	883.58	890.2	896.87	903.6	1108.25	1112.06	1115.91
<b>TOTAL</b>		<b>17,820.94</b>	<b>18,547.05</b>	<b>17,926.58</b>	<b>17,395.42</b>	<b>16,914.06</b>	<b>17,009.46</b>	<b>17,133.84</b>	<b>17,096.77</b>	<b>19,369.23</b>	<b>19,250.93</b>	<b>19,286.24</b>

**CUSTOMER PAYING**

		<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>	<b>Jul-25</b>	<b>Aug-25</b>	<b>Sep-25</b>	<b>Oct-25</b>
<b>BROWN, TIMOTHY</b>	2022-2024	2,838.99	2873.84	2844.55	2764.66	2684.17	2502.7	2319.98	2135.88	1950.41	1965.04	1828.65
<b>HENDERSON, MARY ANN</b>												
<b>HEIRS</b>	2023-2024	857.61	869.58	876.10	882.67	676.29	656.17	610.71	564.09	518.13	496.84	475.38
<b>TOTAL</b>		<b>3,696.60</b>	<b>3,743.42</b>	<b>3,720.65</b>	<b>3,647.33</b>	<b>3,360.46</b>	<b>3,158.87</b>	<b>2,930.69</b>	<b>2,699.97</b>	<b>2468.54</b>	<b>2,461.88</b>	<b>2,304.03</b>

**GARNISHMENT**

		<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>	<b>Jul-25</b>	<b>Aug-25</b>	<b>Sep-25</b>	<b>Oct-25</b>
<b>GREEN, ROSLYN</b>	2024	550.67	561.73	565.94	570.19	574.46	578.77	583.12	587.49	591.90	596.34	600.81
<b>TRAKAS, NICHOLAS</b>	2024	2,278.02	2,323.80	2,341.22	2,358.78	2,376.47	2,394.30	2412.25	2,430.34	2,448.56	2,466.92	2,485.43
<b>TOTAL</b>		<b>2,828.69</b>	<b>2,885.53</b>	<b>2,907.16</b>	<b>2,928.97</b>	<b>2,950.93</b>	<b>2,973.07</b>	<b>2,995.37</b>	<b>3,017.83</b>	<b>3,040.46</b>	<b>3,063.26</b>	<b>3,086.24</b>

**DEBT SET OFF**

		<b>Dec-24</b>	<b>Jan-25</b>	<b>Feb-25</b>	<b>Mar-25</b>	<b>Apr-25</b>	<b>May-25</b>	<b>Jun-25</b>	<b>Jul-25</b>	<b>Aug-25</b>	<b>Sep-25</b>	<b>Oct-25</b>
<b>BROWN, TIM</b>	2024	565.15	576.51	580.83	585.19	589.57	442.87	345.44	348.03	350.64	202.15	203.66
<b>CARSON, LIONEL</b>	2024	250.69	255.72	257.64	259.57	261.52	263.48	265.45	267.44	269.45	271.47	273.50
FORNEY, MICHAEL	2023-2024	738.43	749.18	754.80	760.45	444.18	447.51	450.86	454.24	457.64	461.07	464.53
GARY, SHADOE	2022-2023	960.72	971.66	978.80	986.01	993.26	1,000.57	1,007.93	1,015.36	1,022.82	1,030.36	1,037.94
GLENN, DORRIS E HEIRS	2023-2024	568.49	576.26	580.58	584.93	589.32	593.74	598.19	602.68	607.20	611.75	616.35
GOSNELL, MARJORIE S												
ESTATE	2023-2024	563.86	574.01	578.31	582.65	587.02	591.42	498.37	502.11	505.88	509.67	513.49
<b>HANNON, LARRY</b>	2023-2024	80.00	81.10	81.72	62.34	62.81	63.28	63.75	64.23	64.71	65.20	65.68
<b>HARRIS, KATHY</b>	2024	333.36	340.06	342.61	345.18	347.77	350.38	350.38	355.65	358.32	361.00	363.71
HYDER, WILLIAM	2016-2022	552.85	556.35	559.89	563.46	567.04	570.65	574.28	577.94	581.62	585.34	589.08
LITTLE, JAMES HENRY JR	2020-2023	86.81	87.62	88.23	88.85	89.47	90.09	90.71	91.34	91.98	89.63	93.28
LITTLEJOHN, ANN	2022-2023	1,134.33	1,147.25	1,155.67	1,164.18	1,172.75	1,181.38	1,190.08	1,198.84	1,207.67	1,216.57	1,225.53
<b>MATHEWS, JAMES</b>	2024	83.82	85.51	86.15	86.80	87.45	88.11	88.77	89.44	90.11	90.79	91.47

MCDOWELL, THEODORE

Jeanal mcdowell	2021-2024	1,330.79	1,345.98	1,355.89	1,365.87	1,375.94	1,386.07	1,396.28	1,406.57	1,416.93	1,427.36	1,437.87
<b>STEVENS, ASHLEY</b>	2024	1,408.74	1,437.04	1,447.81	1,458.67	1,469.61	1,480.63	61.08	61.54	62.00	62.47	62.94
<b>TWITTY, HERBERT</b>	2024	280.70	286.34	288.48	290.65	292.83	295.02	297.24	299.47	301.71	303.98	306.26
<b>WATERS , TRACY</b>	2024	1,619.41	1,651.94	1,664.33	1,676.81	1,689.38	1,702.05	1714.82	1,727.69	1,740.64	1,753.69	1,766.84
<b>TOTAL</b>		<b>9,993.00</b>	<b>10,146.02</b>	<b>10,220.91</b>	<b>10,276.42</b>	<b>10,030.35</b>	<b>10,104.38</b>	<b>8,648.19</b>	<b>9,062.57</b>	<b>9,129.32</b>	<b>9,042.50</b>	<b>9,112.13</b>

<b>Totals</b>		<b>44,628.36</b>	<b>45,789.80</b>	<b>45,318.21</b>	<b>44,867.76</b>	<b>43,952.71</b>	<b>44,020.53</b>	<b>42,561.22</b>	<b>37,662.47</b>	<b>39,799.70</b>	<b>39,278.12</b>	<b>38,993.10</b>
---------------	--	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------

**TOWN OF TRYON  
FINANCIAL SUMMARY REPORT  
FOR MONTH ENDING**

**9/30/2025**

**GENERAL FUND**

<i>REVENUES</i>	7/1/25-6/30/26	9/30/2025	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	COLLECTED TO DATE	TO DATE	COLLECTED %	ACTUAL TO DATE
Property Tax Revenue--Current	\$ 1,285,592	\$ 789,527	\$ 496,065	61.41%	
Property Tax Revenue--first prior	5,000	3,887	\$ 1,113	77.74%	
Property Tax Rev--next 8 yrs	5,000	5,166	\$ (166)	103.32%	
Property Tax Discts	(10,000)	(14,823)	\$ 4,823	148.23%	
MV Tax Revenue--Current	90,000	14,019	\$ 75,981	15.58%	
Tax Interest	1,000	230	\$ 770	23.02%	
Local Option S.Tax Rev--Art 39	215,000	22,395	\$ 192,605	10.42%	
Local Option S.Tax Rev--Art 40	150,000	14,220	\$ 135,780	9.48%	
Local Option S.Tax Rev--Art 42	105,000	11,201	\$ 93,799	10.67%	
Local Option S.Tax Rev--Art 44	75,000	6,769	\$ 68,231	9.02%	
City Hold Harmless	160,000	14,554	\$ 145,446	9.10%	
Beer, Wine Tax	6,100	-	\$ 6,100	0.00%	
Utility Franchise Tax	140,000	33,956	\$ 106,044	24.25%	
COLLECTIONS CLEARING	-	(386)	\$ 386	0.00%	
INTERFUND TRANSFER-TOURISM	21,000				
Rents	14,000	3,329	\$ 10,671	23.78%	
Transfer In Police Pension Trust Fund	18,071		\$ 18,071	0.00%	
Other Revenue	14,500	637	\$ 13,863	4.39%	
Investment Earnings	82,100	30,677	\$ 51,423	37.37%	
Controlled Substance Tax	-	291	\$ (291)	0.00%	
Accident Reports	-	77	\$ (77)	0.00%	
Police Court Fees	-	59	\$ (59)	0.00%	
OTHER REVENUE - POLICE	-	50	\$ (50)	0.00%	
Zoning Permits	5,000	3,200	\$ 1,800	64.00%	
	<b>\$ 2,382,363</b>	<b>\$ 939,033</b>	<b>\$ 1,422,330</b>	<b>39.42%</b>	<b>\$ -</b>

<i><b>EXPENDITURES &amp; ENCUMBRANCES</b></i>	<b>7/1/25-6/30/26</b>	<b>SPENT TO</b>	<b>ENCUMBRANCES</b>	<b>UNSPENT TO</b>	<b>YTD SPENT %</b>	<b>PRIOR YEAR</b>
	<b>BUDGET</b>	<b>DATE</b>	<b>TO DATE</b>	<b>DATE</b>		<b>ACTUAL</b>
						<b>TO DATE</b>
GOVERNING BODY	\$ 63,800	\$ 15,896	\$ -	\$ 47,904	24.92%	
ADMINISTRATION	782,483	157,644	20,510	\$ 604,329	22.77%	
POLICE	868,318	223,758	-	\$ 644,560	25.77%	
STREET	605,239	144,400	(3,039)	\$ 463,878	23.36%	
PARKS & CEMETERY	14,500	244	-	\$ 14,256	1.68%	
PLANNING/ZONING	-	500	-	\$ (500)	0.00%	
DEBT	28,023	7,006	-	\$ 21,017	25.00%	
TRANSFER OUT	20,000	-	-	\$ 20,000	0.00%	
	<b>\$ 2,382,363</b>	<b>\$ 549,448</b>	<b>\$ 17,471</b>	<b>\$ 1,815,444</b>	<b>23.80%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>	<b>\$ -</b>	<b>\$ 389,584</b>				<b>\$ -</b>

## POLICE PENSION FUND

<i><b>REVENUES</b></i>	<b>7/1/25-6/30/26</b>	<b>COLLECTED TO</b>	<b>UNCOLLECTED</b>	<b>YTD</b>	<b>PRIOR YEAR</b>
	<b>BUDGET</b>	<b>DATE</b>	<b>TO DATE</b>	<b>COLLECTED %</b>	<b>ACTUAL</b>
					<b>TO DATE</b>
Investment Earnings	\$ 1,200		\$ 1,200		
APPROPRIATION FROM FUND BALANCE	\$ 16,871		\$ 16,871	0.00%	
	<b>\$ 18,071</b>	<b>\$ -</b>	<b>\$ 18,071</b>	<b>0.00%</b>	<b>\$ -</b>

<i><b>EXPENDITURES &amp; ENCUMBRANCES</b></i>	<b>7/1/25-6/30/26</b>	<b>SPENT TO</b>	<b>ENCUMBRANCES</b>	<b>UNSPENT TO</b>	<b>YTD SPENT %</b>	<b>PRIOR YEAR</b>
	<b>BUDGET</b>	<b>DATE</b>	<b>TO DATE</b>	<b>DATE</b>		<b>ACTUAL</b>
						<b>TO DATE</b>
TRANSFER OUT	\$ 18,071		\$ -	\$ 18,071	0.00%	
	<b>\$ 18,071</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,071</b>	<b>0.00%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ -</b>				<b>\$ -</b>

## POWELL BILL FUND

<i>REVENUES</i>					PRIOR YEAR
	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	ACTUAL TO DATE
POWELL BILL ALLOCATION	\$ 80,000	\$ 40,750	\$ 39,250	50.94%	
INVESTMENT EARNINGS	-	16	(16)	0.00%	
	<b>\$ 80,000</b>	<b>\$ 40,765</b>	<b>\$ 39,235</b>	<b>50.96%</b>	<b>\$ -</b>

<i>EXPENDITURES &amp; ENCUMBRANCES</i>					PRIOR YEAR	
	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	ACTUAL TO DATE
OPERATING EXPENSES	\$ 80,000	\$ 79,545	\$ -	\$ 455	99.43%	
				-	0.00%	
	<b>\$ 80,000</b>	<b>\$ 79,545</b>		<b>\$ 455</b>	<b>99.43%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ (38,780)</b>				<b>\$ -</b>

\*\*used to pave School St.

## FIRE FUND

<i>REVENUES</i>					PRIOR YEAR
	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	ACTUAL TO DATE
Property Tax Revenue, Current	\$ 270,000	\$ 190,554	\$ 79,446	70.58%	
Property Tax Revenue, First prior	1,000	1,126	(126)	112.58%	
Prop Tax Revenue, Next 8 yrs	1,000	1,376	(376)	137.59%	
Property Tax Discounts	(2,700)	(3,597)	897	133.21%	
MV Tax Revenue, Current yr	29,000	4,974	24,026	17.15%	
Township Tax Revenue, Current	485,000	400,866	84,134	82.65%	
Township Tax Rev, Prior yrs	46,000	1,579	44,421	3.43%	

09/01/2025-09/30/2025

Tax Interest	150	51	99	34.31%
Lake Lanier Tax Revenue	140,000	29,750		
Office State Fire Marshal Grant	-	50,000		
Other Revenue		1,000		
Investment Earnings	100	23		
Local Contributions	-	2,175		
Appropriation from Fund Balance	42,000	-		
	<b>\$ 1,011,550</b>	<b>\$ 679,877</b>	<b>\$ 232,521</b>	<b>67.21%</b>
				<b>\$ -</b>

	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
<b>EXPENDITURES &amp; ENCUMBRANCES</b>						
PERSONNEL & OPERATING EXPENSES	\$ 909,050	\$ 221,128	\$ 8,236	\$ 679,686	25.23%	
CAPITAL EQUIPMENT	\$ -	\$ 32,810				
DEBT	102,500			102,500	0.00%	
	<b>\$ 1,011,550</b>	<b>\$ 253,938</b>		<b>\$ 782,186</b>	<b>25.10%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ 425,939</b>				<b>\$ -</b>

## HARMON FIELD FUND

	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR ACTUAL TO DATE
<b>REVENUES</b>					
MV Tax Revenue, Current yr	\$ 17,000	\$ 2,734	\$ 14,266	16.09%	
Township Tax Revenue, Current	254,500	195,540	58,960	76.83%	
Township Tax Revenue, Prior yrs	2,500	1,642	858	65.69%	
Polk Cty Grant, HF	45,000	-	45,000	0.00%	
Harmon Field Usage		470			
Investment Earnings	840	259	581	30.79%	
Recreation Donations		1,177			
Appropriation from Fund Balance	20,500	-	20,500	0.00%	
	<b>\$ 340,340</b>	<b>\$ 201,822</b>	<b>\$ 140,165</b>	<b>59.30%</b>	<b>\$ -</b>

\*Donations are for benches at HF

	7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
<i>EXPENDITURES &amp; ENCUMBRANCES</i>	BUDGET	DATE	TO DATE	DATE		
PERSONNEL & OPERATING EXPENSES	\$ 326,940	\$ 75,524	\$ 1,750	\$ 249,666	23.64%	
DEBT	5,400	1,336		4,064	24.74%	
HORSE SHOWS	8,000	154				
CAPITAL OUTLAY	-	-				
CAPITAL EQUIPMENT	-	-				
	<b>\$ 340,340</b>	<b>\$ 77,014</b>		<b>\$ 253,730</b>	<b>22.63%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ 124,808</b>				<b>\$ -</b>

## TOURISM FUND

	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR ACTUAL TO DATE
<i>REVENUES</i>	BUDGET	DATE	TO DATE	COLLECTED %	
OCCUPANCY TAXES	\$ 20,000	\$ 5,917	\$ 14,083	29.59%	
APPROPRIATION FROM FUND BALANCE	26,000		26,000	0.00%	
	<b>\$ 46,000</b>	<b>\$ 5,917</b>	<b>\$ 40,083</b>	<b>12.86%</b>	<b>\$ -</b>

	7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
<i>EXPENDITURES &amp; ENCUMBRANCES</i>	BUDGET	DATE	TO DATE	DATE		
PERSONNEL & OPERATING EXPENSES	\$ 46,000	\$ 6,693	\$ -	\$ 39,307	14.55%	
DEBT	\$ -	\$ -				
CAPITAL OUTLAY				-	0.00%	
	<b>\$ 46,000</b>	<b>\$ 6,693</b>		<b>\$ 39,307</b>	<b>14.55%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ (776)</b>				<b>\$ -</b>

## WATER/SEWER FUND

<i><b>REVENUES</b></i>	<b>7/1/25-6/30/26</b>	<b>COLLECTED TO</b>	<b>UNCOLLECTED</b>	<b>YTD</b>	<b>PRIOR YEAR</b>
	<b>BUDGET</b>	<b>DATE</b>	<b>TO DATE</b>	<b>COLLECTED %</b>	<b>ACTUAL</b>
					<b>TO DATE</b>
Utility Penalties, NSF Charges	\$ 20,000	\$ 6,390	\$ 13,610	31.95%	
INTERFUND Rev, W/S Firemen	5,000	-	5,000	0.00%	
Water Charges	1,380,000	393,627			
Water Tap, Connect Fees	2,000	2,875	(875)	143.75%	
Reconnect Fees	4,000	2,850	1,150	71.25%	
INTERFUND Firemen	5,000	-			
Sewer Charges	575,000	161,042			
Sewer Tap, Connect Fees	1,000	-			
Appropriation from Fund Balance	163,600	-	163,600	0.00%	
	<b>\$ 2,155,600</b>	<b>\$ 566,784</b>	<b>\$ 182,485</b>	<b>26.29%</b>	<b>\$ -</b>

<i><b>EXPENDITURES &amp; ENCUMBRANCES</b></i>	<b>7/1/25-6/30/26</b>	<b>SPENT TO</b>	<b>ENCUMBRANCES</b>	<b>UNSPENT TO</b>	<b>YTD SPENT %</b>	<b>PRIOR YEAR</b>
	<b>BUDGET</b>	<b>DATE</b>	<b>TO DATE</b>	<b>DATE</b>		<b>ACTUAL</b>
						<b>TO DATE</b>
DISTRIBUTION	\$ 473,232	\$ 134,664	\$ 29,276	\$ 309,291	34.64%	
WATER PLANT	748,236	169,510	4,733	573,993	23.29%	
SEWER PLANT	465,015	135,695	402	328,917	29.27%	
COLLECTIONS	234,755	75,202		159,553	32.03%	
AUTOMATED METER FEES						
DEBT	234,362	-		234,362	0.00%	
TRANSFER OUT	-	-		-	0.00%	
CONTRIBUTION TO FUND BALANCE	-			-	0.00%	
.	<b>\$ 2,155,600</b>	<b>\$ 515,072</b>	<b>\$ 34,412</b>	<b>\$ 1,606,116</b>	<b>25.49%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>	<b>\$ -</b>	<b>\$ 51,712</b>				<b>\$ -</b>

## WATER METER FUND

		7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
<i><b>REVENUES</b></i>		BUDGET	DATE	TO DATE	COLLECTED %	ACTUAL
						TO DATE
	AUTOMATED METER FEES	45,500	11,154	34,347	24.51%	
	INVESTMENT EARNINGS	4,500	1,274	3,226	28.31%	
	APPROPRIATION FROM FUND BALANCE	-		-	0.00%	
		<b>\$ 50,000</b>	<b>\$ 12,427</b>	<b>\$ 37,573</b>	<b>24.85%</b>	<b>\$ -</b>

		7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR
<i><b>EXPENDITURES &amp; ENCUMBRANCES</b></i>		BUDGET	DATE	TO DATE	DATE		ACTUAL
							TO DATE
	AUTOMATED METER FEES	50,000	3,295		46,705	6.59%	
	.						
		<b>\$ 50,000</b>	<b>\$ 3,295</b>		<b>\$ 46,705</b>	<b>6.59%</b>	<b>\$ -</b>
	<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>	<b>\$ -</b>	<b>\$ 9,133</b>				<b>\$ -</b>

## BRAEWICK SEWER REHAB PROJECT

		7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
<i><b>REVENUES</b></i>		BUDGET	DATE	TO DATE	COLLECTED %	ACTUAL
						TO DATE
	ARP AMERICAN RESCUE PLAN GRANT	1,643,397	2,923,302	(1,279,905)	177.88%	
	STATE REVOLVING LOAN PROCEEDS	1,612,355	10,000	1,602,355		
	LOCAL FUNDS (W/S)	20,000	-			
		<b>\$ 3,275,752</b>	<b>\$ 2,933,302</b>	<b>\$ 322,450</b>	<b>89.55%</b>	<b>\$ -</b>

		7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR
<i><b>EXPENDITURES &amp; ENCUMBRANCES</b></i>		BUDGET	DATE	TO DATE	DATE		ACTUAL
							TO DATE
	CONSTRUCTION REHAB	3,064,468	2,352,337		712,131	76.76%	
	PROF. SERVICES, ENGINEERING	191,284	316,132		(124,848)		
	LOAN CLOSING FEES	20,000	32,247				

09/01/2025-09/30/2025

	\$ 3,275,752	\$ 2,700,715	\$ 587,284	82.45%	\$ -
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>	<b>\$ -</b>	<b>\$ 232,587</b>			<b>\$ -</b>

## W A T E R MAPPING PROJECT

<i>REVENUES</i>	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR ACTUAL
					TO DATE
ARPA AMERICAN RESCUE PLAN GRANT	254,500	204,875	49,625	80.50%	
	\$ 254,500	\$ 204,875	\$ 49,625	80.50%	\$ -

<i>EXPENDITURES &amp; ENCUMBRANCES</i>	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL
						TO DATE
PROF. SERVICES, ENGINEERING	254,500	67,640		186,860	26.58%	
	\$ 254,500	\$ 67,640		\$ 186,860	26.58%	\$ -
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>	<b>\$ -</b>	<b>\$ 137,235</b>				<b>\$ -</b>

## S E W E R MAPPING PROJECT

<i>REVENUES</i>	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR ACTUAL
					TO DATE
ARPA AMERICAN RESCUE GRANT	261,500	219,200	42,300	83.82%	
	\$ 261,500	\$ 219,200	\$ 42,300	83.82%	\$ -

<i>EXPENDITURES &amp; ENCUMBRANCES</i>	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL
						TO DATE

09/01/2025-09/30/2025

PROF. SERVICES, ENGINEERING	261,500	75,640	185,860	28.93%	
.	\$ 261,500	\$ 75,640	\$ 185,860	28.93%	\$ -
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>	<b>\$ -</b>	<b>\$ 143,560</b>			<b>\$ -</b>

## S ANITATION F U N D

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	DATE	TO DATE	COLLECTED %	ACTUAL
					TO DATE
SANITATION CHARGES	\$ 309,000	\$ 79,336	\$ 229,664	25.68%	
OTHER REVENUES	450	499	(49)	110.88%	
SOLID WASTE	600	-	600	0.00%	
APPROPRIATION FROM FUND BALANCE	-		-	0.00%	
	<b>\$ 310,050</b>	<b>\$ 79,835</b>	<b>\$ 230,215</b>	<b>25.75%</b>	<b>\$ -</b>

<i>EXPENDITURES &amp; ENCUMBRANCES</i>	7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR
	BUDGET	DATE	TO DATE	DATE		ACTUAL
						TO DATE
PERSONNEL & OPERATING EXPENSES	\$ 297,169	\$ 73,467	\$ 5,602	\$ 218,100	26.61%	
DEBT	12,881	-		12,881	0.00%	
Debt-GAAP Offset						
CONTRIBUTION TO FUND BALANCE				-	0.00%	
	<b>\$ 310,050</b>	<b>\$ 73,467</b>		<b>\$ 230,981</b>	<b>23.70%</b>	<b>\$ -</b>
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ 6,369</b>				<b>\$ -</b>

## CULTURAL & RECREATION FUND

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	DATE	TO DATE	COLLECTED %	ACTUAL
					TO DATE
Transfer In	\$ 5,000	\$ -	\$ 5,000	0.00%	

09/01/2025-09/30/2025

Rogers Park Donations  
 Appropriation from Fund Balance

\$ 4,500	\$ 2,450				
\$ 10,000	\$ -				
\$ 19,500	\$ 2,450	\$ 5,000	12.56%	\$ -	

**EXPENDITURES & ENCUMBRANCES**

CONTRACTED SERVICES  
 CAPITAL OUTLAY  
 CAPITAL EQUIPMENT

	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
CONTRACTED SERVICES	\$ 1,000	339				
CAPITAL OUTLAY	\$ 16,500		\$ -	\$ 16,500	0.00%	
CAPITAL EQUIPMENT	2,000	-		2,000	0.00%	
	\$ 18,500	\$ 339		\$ 18,500	1.83%	\$ -
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ 2,111</b>				<b>\$ -</b>

**CEMETERY**

**REVENUES**

APPROPRIATION OF FUND BALANCE

	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR ACTUAL TO DATE
APPROPRIATION OF FUND BALANCE	\$ 15,000	\$ -	\$ 15,000	0.00%	
	\$ 15,000	\$ -	\$ 15,000	0.00%	\$ -

**EXPENDITURES & ENCUMBRANCES**

SUPPLIES/MATERIALS  
 CONTRACTED SERVICES

	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
SUPPLIES/MATERIALS	\$ 5,000	0				
CONTRACTED SERVICES	10,000	-		10,000	0.00%	
	\$ 15,000	\$ -		\$ 10,000	0.00%	\$ -
<b>NET REVENUE LESS EXPENDITURES (DEFICIT)</b>		<b>\$ -</b>				<b>\$ -</b>

09/01/2025-09/30/2025

	<b>7/1/25-6/30/26</b>
	<b>BUDGET</b>
GENERAL FUND	\$ 2,382,363
POLICE PENSION FUND	\$ 18,071
CULTURE & RECREATION	\$ 19,500
POWELL BILL FUND	\$ 80,000
TOURISM DEVELOPMENT FUND	\$ 35,500
SANITATION FUND	\$ 310,050
WATER & SEWER FUND	\$ 2,155,600
WATER METER FUND	\$ 50,000
FIRE DEPARTMENT FUND	\$ 1,011,550
HARMON FIELD FUND	\$ 340,340
	<b>\$ 6,402,974</b>
BRAEWICK SEWER REHAB PROJECT	\$ 3,275,752
WATER MAPPING PROJECT	\$ 254,500
SEWER MAPPING PROJECT	\$ 261,500
<b>SPECIAL PROJECT FUNDS</b>	<b>\$ 3,791,752</b>

TOWN OF TRYON  
GRANT STATUS REPORT  
JANUARY 01, 2023 THRU SEPTEMBER 30, 2025

PROJECT	FUND	FUND NUMBER	GRANT NUMBER	GRANT AMOUNT	LOCAL SHARE	GRANTOR	STATUS
Braewick Sewer Rehab Project	Water & Sewer	62	DWI: CS37620-02 VUR-W-ARP-0012 CFDA: SRF 66-458/ARP 21.027	\$2,643,397	\$612,355	NCDENR SRF AND ARP LOCAL SHARE: SRF LOAN 20-YEARS 0.18%	AWARDED AWARDED-PENDING LGC LOAN APPROVAL SEPT 2004 MEETING
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 \$2,304.878/3 = \$768,292	AWARDED: STATE BUDGET ADOPTED 9/22/23 STATE LEGISLATIVE APPROVAL JULY 2024; CLOSEOUT IN PROCESS
Sourwood Ridge Road/US176 Water Line Upgrade	Water & Sewer	61		\$0	\$714,000		NOT APPROVED; DID NOT SCORE HIGH ENOUGH
Electric Charging Station at Depot Park	General	10		\$22,500	\$7,500	STATE OF NORTH CAROLINA	AWARDED NOTE: TOURISM, TDDA & TOWN \$2,500 EACH
Electric Charging Station at Depot Park	General	10		\$2,500		TDDA	
Electric Charging Station at Depot Park	General	10		\$2,500		TOURISM BOARD	
Saluda Grade Trail	General	10		TBD	\$0	FEDERAL GOVERNMENT COMPENSATION	PENDING
SAFE Grant (3-year salary/benefits for firefighter)	Fire Dept	20		\$0	\$0	FEMA	NOT APPROVED
Paving Access Roads/Parking Lots at Harmon Field	Harmon Field	25		\$137,300		POLK COUNTY AND TOWN OF TRYON \$68.650 EACH	APPROVED BY COUNTY AND TOWN

Harmon Field Maintenance Improvements	Harmon Field	25	\$10,000	TOWN OF TRYON \$10,000 GRANT TO HARMON FIELD	APPROVED BY TOWN 09/19/23
Grant Writer Consultant Grant	Harmon Field	25	\$30,000	\$0 NCLM	FUNDING PROGRAM CANCELLED BY NCLM
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	61	\$900,000	FEMA/SCDHEC	APPLICATION SUBMITTED NOVEMBER 7, 2024
Woodland Park Improvements	Woodland Park	70	\$1,200	\$1,500 POLK COUNTY APPEARANCE COMMISSION	APPROVED; WORK TO BE DONE PRIOR TO MAY 31, 2024
Fire Rescue Equipment and Radios	Fire	20	\$25,000	\$0 CAROLINA Foothills FOUNDATION	AWARDED OCTOBER 24, 2024
Downtown Bicycle Racks	Downtown	10	\$1,600	\$1,600 BLUE RIDGE BICYCLE CLUB	AWARDED MARCH 2025
FEMA Advance Assistance Grant	Harmon Field	25	\$360,000	\$40,000	AWAITING APPROVAL FROM FEMA
Disaster Relief Grant	Fire	20	\$50,000	\$0 OFFICE OF STATE FIRE MARSHALL	AWARDED AUGUST 11, 2025
Tryon Cemetery Beautification Project	Tryon Cemetery	80	\$8,800	\$11,200 POLK COUNTY COMMUNITY FOUNDATION	AWARDED
Rogers Park Enhancements	Rogers Park	70	\$7,600	\$2,735 POLK COUNTY COMMUNITY FOUNDATION	AWARDED
Rogers Park Celebration	Rogers Park	70	\$7,700	\$0 POLK COUNTY COMMUNITY FOUNDATION	AWARDED
<b>TOTAL ALL GRANTS</b>			<b>\$8,050,739</b>	<b>\$1,428,508</b>	

## September 2025: TPD Calls for Service

Business Checks	122		House Checks	174
Community Checks	53		Foot Patrol	3
Assist LEO	11		Assist FD/EMS	5
Assist Other/PW	5		Assist Public/Stranded Vehicle	4
Traffic Stop	67		C&R/Traffic Hazard	5
Traffic Control	20		Checkpoint	1
Parking Complaint	0		Training	0
Ordinance Related	1		Golf Cart Related	2
MVA PD report only	2		MVA w/ Person Injured	0
Hit & Run	2			
Suspicious Person	12		Suspicious Vehicle	12
Suspicious Activity	2			
DA's office	0		Warrant	2
Mag's Office	2		Court/Courthouse	2
Alarm, Residential	0		Alarm, Bank	0
Alarm, School	0		Alarm, Commercial	2
Open Door	0			

Abuse	0		Larceny	5
Animal	6		Littering/Trash	2
Assault	0		Missing Person	0
B&E	0		Noise Complaint	2
Citizen Contact	7		Notary Related	7
Civil Related	0		Property Damage/ Vandalism	0
Disturbance	2		Recover Stolen Property	0
Domestic	1		Repo	0
Drug Related	0		Road Closed/Blocked	4
Escort	1		Shots Fired	1
Follow Up/Investigation	21		Special Event	0
Found Property	2		Stolen Vehicle	1
Fraud	2		Suicide: Threatening/Attempting	0
Harassment/Threats	1		Trespassing	4
Health & Welfare Check	7		Vagrancy	0
Intoxicated Person	0		911 Hang-up/Silent	2
IVC/Mental Subject	0			

LEO: Law Enforcement Officer

FD/EMS: Fire Department/ Emergency Medical Services

PW: Public Works

C&R: Careless & Reckless Driving

MVA: Motor Vehicle Accident

DA: District Attorney

Mag: Magistrate

B&E: Breaking and Entering

IVC: Involuntary Commitment



## Call Volume Report

	<i>August 2025</i>	<i>Year to Date</i>
<i>Phone</i>	1650	12492
<i>Lobby Visitors</i>	99	768

**Phones** – All calls answered on the Police Department phone lines (859.9195, 9196, 2741) while a dispatcher is on duty. All calls answered on the Town Hall lines (859.6654, 6655, 6656); including regular business hours (8.30am-5pm) calls, calls answered on weekends/holidays and outside business hours.

**Lobby** – Number of persons who enter the Police Department lobby for assistance.

## September 2025: TFD Calls for Service

Fire Calls			EMS Calls	
Brush & Wildland Fire	1		Animal Bites	1
Calls for Service	1		Breathing Difficulty	8
Damage   Cut Utility Line	0		Call for Service	2
Direct Traffic	20		Chest Pain   Heart Problems	1
Elevator Rescue	0		Falls	15
Fire Alarm	11		Medical Alarm	3
Fuel Spill	0		Sick   Unknown Problem	6
Fumes   Gas Leak	2		Stroke   CVA	3
Hazmat Incident	0		Unconscious   Unresponsive	1
High Angle   Rope Rescue	0			
Illegal Burning	0			
Lift Assist	4			
Fire Miscellaneous	10			
MVC   Collisions   Entrapment	2			
Power Lines   Wires Down	3		<b>Other</b>	
Search & Rescue	0		LEO: Animal Control	1
Structure Fire	3		LEO: Missing Person	1
Submerged   Sinking Vehicle	0		Public Assist	2
Tree Down	4		Special Assignment   Event	1
Vehicle Fire	0		Standby	2
Water Rescue	0		LEO: Suspicious Vehicle/Person	1
Weather   Disaster   Flood	0		Training	1

# Tryon Fire Department gains new equipment through Office of State Fire Marshal grant

By Jamie Lewis

jamie.lewis@tryondailybulletin.com

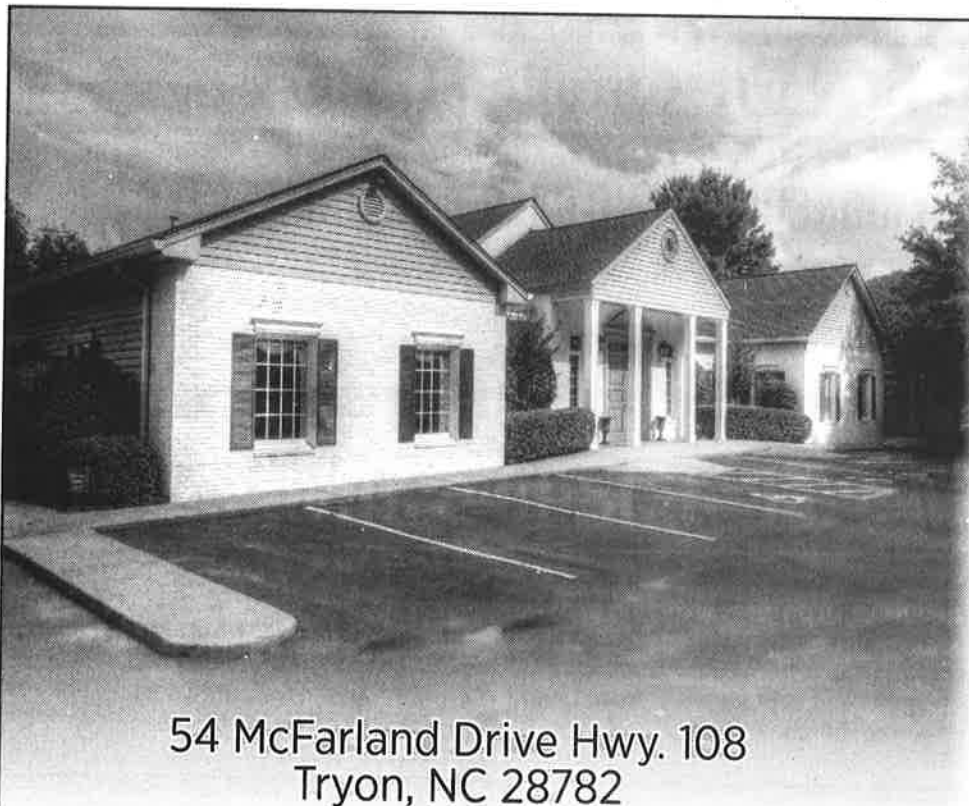
TRYON—The Tryon Fire Department recently announced the addition of two new vehicles that were fully funded by a grant through the Office of State Fire Marshal. The new vehicles will significantly improve the ability to respond to wildland fires, off-road rescues, and remote medical calls.

The department purchased a Honda Pioneer 1000 UTV and an 85-gallon skid unit with a patient transport skid. The Honda Pioneer will give access to rugged terrain where traditional vehicles can't



See FIRE DEPARTMENT, Page 18

Tryon Fire Department's new Honda Pioneer 1000 UTV (Photo courtesy of Tryon Fire Department)



54 McFarland Drive Hwy. 108  
Tryon, NC 28782

**(828) 859-9341**

[www.mcfarlandfuneralchapel.com](http://www.mcfarlandfuneralchapel.com)

**Caring, Experienced,  
Professional  
We Specialize  
for You.**

**McFarland  
Funeral Chapel  
and Crematory**

*Your Loved one  
never leaves  
our care*

**On site Crematory  
since 1979**

**SEMINAR**

*Continued from Page 5*

on cognitive health. According to Dr. Wells, the steps we take today have a significant impact on our well-being as we age. He will outline practical measures that individuals can implement immediately to preserve memory, sharpen

thinking, and improve overall cognitive function. Attendees will discover that brain health is not solely a concern of aging, but rather a daily focus, regardless of life stage, a proactive approach that could pay dividends for quality of life in the years ahead.

The event is organized by On Track Saluda, a commu-

nity initiative formed by Saluda Living in Place, which is dedicated to supporting neighbors of all ages in leading healthier and happier lives.

Community members are encouraged to attend this free seminar and learn ways to care for their brains, now and into the future. It promises

to be an evening of practical advice, inspiration, and opportunities to connect with others who share a passion for lasting well-being.

The Saluda Center is located at 64 Greenville St. in Saluda. For more information or questions about the event, contact [OnTrackSaludaNC@gmail.com](mailto:OnTrackSaludaNC@gmail.com).

**FIRE DEPARTMENT**

*Continued from Page 6*

reach. The skid unit includes both

fire suppression and the ability to secure safe transport for patients.

The Tryon Fire Department expresses how thankful they are for

the Office of State Fire Marshal for the grant and the continued support of rural departments like theirs.

**DONATIONS**

*Continued from Page 8*

and many other efforts allow us to meet this increasing need, and we are grateful for every can."

This is the fourth successful food drive conducted by the organization.

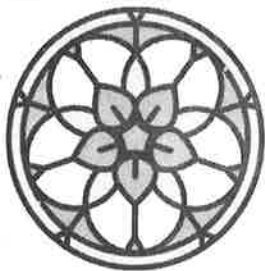
"We take the donated food and sundries and divide it between Outreach and Share Thy Bread to help offset the reduction

of federal food programs such as SNAP," Party Chair Ted Owen explained.

Organizers expressed their determination to continue facilitating food drives to help the citizens of Polk County. The next

food drive is scheduled for October 18, from 9 a.m. to noon, at the Democratic Party headquarters, located at 64 Ward St.

*Submitted by  
Carrie Federici*



**Caregiver  
Connections**

**We provide support for  
caregivers of loved ones with  
Dementia/Alzheimer's disease.**

**October Meeting Dates**

10/15 at 2:30pm

The Meeting Place,  
Columbus, NC

&

10/29 at 2:30pm

Holy Cross Church,  
Tryon NC

**Contact Information**

Primary: (828) 859-6339 (Our Founder, Peggy Wyllie)

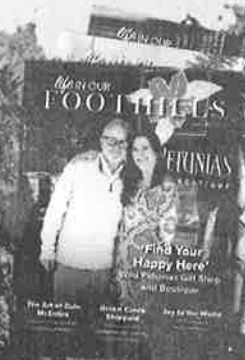
Cell Phone: (828) 722-4251 • Email : [support@foothillsdsg.org](mailto:support@foothillsdsg.org)  
foothillsdsg.org • PO Box 42, Tryon, NC 28782

**Join us to learn more, or Donate today!**

Welcome to the good life. Welcome to *Life in Our Foothills!*

**Subscribe  
today!**

Receive a copy in your mailbox monthly!



**\$30**  
for one year,  
12 issues

Life in Our  
**FOOTHILLS**

- Arts & Culture
- Unique Local Features
- Monthly calendar of events and happenings

To subscribe,  
call (828) 859-9151

**AGENDA ITEM**

**DATE:** October 21, 2025

**TO:** Mayor and Town Commissioners

**PREPARED BY:** Jim Fatland, Town Manager

**SUBJECT:** Stronger Together Initiative

**BACKGROUND:** The Town of Tryon, along with other Western NC Communities and Counties, has been notified that we will be eligible to apply for critical-long-term recovery funding through HUD's Community Development Block Grant Program.

The Foothills Regional Commission will be taking the lead to apply for and manage the application process. Please see attached letter from the Foothills Regional Commission.

The Town of Tryon's FEMA Consultant, Rostan Solutions, will be coordinating the Town's effort with the Foothills Regional Commission on Tryon's specific projects.

**RECOMMENDATION:** Approve Town of Tryon participation in the "Stoner Together Initiative".

**FISCAL IMPACT:** To be determined



Date: September 11, 2025

**Subject: Foothills Regional Commission**

**COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER  
RECOVERY (CDBG-DR) FUNDING OPPORTUNITY**

**STRONGER TOGETHER INITIATIVE**

Dear Members,

Following the devastating impacts of Hurricane Helene to our area, your community will soon be eligible to apply for critical long-term recovery funding through HUD's Community Development Block Grant - Disaster Recovery (CDBG-DR) Program. This funding presents a key opportunity to rebuild safer, stronger, and more resilient communities in alignment with the State of North Carolina's CDBG-DR Action Plan.

*To streamline the application development process and to help position all participating Member projects for success in this competitive CDBG-DR funding cycle, FRC has decided to take a unique approach in hopes of maximizing the funding opportunity for our Members.* FRC intends to apply for and to manage the application process from project development through project selection and award. FRC will cover all pre-award costs associated with Member Program Outreach, Project Application Development and Application Submittal activities. FRC will manage every aspect of this pre-award process on behalf of the members, reducing the administrative burden on our participating Members while increasing our region's chances of success.

Once applications are submitted to the N.C. Department of Commerce for review, any selected / approved projects would then be transitioned to individual Members to own and operate in accordance with your local policy and procedures; **however**, FRC will continue to provide the comprehensive grant administration, management and project delivery services, as resourced and budgeted through approved project budgets. This activity delivery support could include, but is not limited to, full project implementation, required procurement compliance, required labor compliance and monitoring, managing change orders and grant amendments, overall project monitoring, Department of Commerce/HUD report preparation and submission, and more as needed. In partnership together, FRC would be there with you every step of the way through the entire lifecycle of the project.



### **Our Approach:**

The FRC Program branding for this initiative is... ***Stronger Together!*** We believe that our application submissions will be more competitive, more organized, and more streamlined if we utilize our Rostan Solutions team of CDBG experts to develop projects, review eligibility, maximize economies of scale and submit consistent, competitive and fully vetted applications. You may already be familiar with Rostan Solutions through our FEMA PA process. This support will be available for the development, application and submission of projects for the Community Infrastructure Program area, soon to be opened by NC Department of Commerce.

Due to the demand for this funding, FRC intends to initiate project outreach, scoping and application development initiatives immediately to prepare in advance for a timely submission. This approach is a great benefit to the N.C. Department of Commerce, as it reduces the administrative burden at the state level. Our team will support our Members in seven [7] key areas:

- 1) Identifying eligible and high-impact projects
- 2) Evaluation of available funding sources and budget development
- 3) Analysis of opportunities for collaboration and economies of scale
- 4) Conducting community needs assessment
- 5) Ensuring no duplication of benefit of federal funding
- 6) Collecting and preparing all necessary documentation for application submission
- 7) Hosting outreach sessions with the public and stakeholders
- 8) Developing and submitting your CDBG-DR application(s)
- 9) Providing preliminary eligibility criteria matrix

This approach ensures streamlined processes, stronger applications, and an increased likelihood of funding approval. This approach also gives us an opportunity to discuss strategic approaches to implementation and the support needed to deliver activities in an effective and compliant manner. We understand that CDBG-DR programs can be complex and that many of our members are already operating at their capacity. That's why FRC is committed to partnering with you on this historic federal funding opportunity.

### **What We Need From You:**

To participate in the “**FRC - Stronger Together**” initiative, please complete the CDBG-DR Opt-In Survey using the link or QR code below. The survey must be submitted no later than September 30, 2025, to ensure compliance with program deadlines.

- Opt in to the “**FRC - Stronger Together**” initiative by using the link below [CDBG-DR Opt-In Survey](#)

**Or Scan QR Code:**





Once the survey has been completed and received by FRC, our team will reach out directly to schedule the initial kick-off meeting and collaborate on documentation that will be needed. There are opportunities for in-person consultation as soon as next week. Team members will also be present for the CDBG-DR Grantee Readiness Training #3 on September 16<sup>th</sup> and will be available for consultation as requested.

We strongly encourage your participation in this regional effort. By working through FRC, your agency can streamline the process, reduce the upfront administrative hurdles, and maximize funding potential.

Please contact me directly at [dstansbury@frcnc.gov](mailto:dstansbury@frcnc.gov) for any questions.

We look forward to helping your community recover, rebuild, and thrive.

Sincerely,

*Danna Stansbury*

**Danna Stansbury, MPA**  
Executive Director  
Foothills Regional Commission

## **AGENDA ITEM**

**DATE:** October 21, 2025

**TO:** Mayor and Town Commissioners

**PREPARED BY:** Jim Fatland, Town Manager  
Josh Connell, Fire Chief  
Emily Dale, Town Clerk/Accounting Manager

**SUBJECT:** Closing of Town of Tryon Fire Department Parade Bank Account

**REVIEW BY OTHERS:** This agenda item has been reviewed by the Town's Auditor, RH CPAs

**BACKGROUND:** The Town of Tryon official depository is with Home Trust Bank. With the exception of the Town of Tryon Fire Department Parade Bank account, all checks written require two signatures from Town officials. Check signers include Mayor, Mayor Pro Tempore, Town Manager and Assistant Manager/Planning Director. The Tryon Fire Department Parade Account does not require signatures from Town Officials for withdrawal of funds.

To improve internal controls, management is recommending that the Town of Tryon Parade Account be closed.

The Tryon Fire Department Budget (Fund 20) is a special revenue fund to account for all revenue and expenditures. Any unspent funds remain in the Tryon Fire Department Fund. To account for parade donations and expenditures, line items for "Parade Donations" and "Parade Expenditures" be added to the Tryon Fire Department Budget.

**RECOMMENDATION:**

- 1) Approve closing of Town of Tryon Fire Department Parade Account with Home Trust Bank
- 2) Approve budget line items "Parade Donations" and "Parade Expenses" in the FY26 Tryon Fire Department Budget

**FISCAL IMPACT:** Closing of the Tryon Fire Department Parade Bank Account will enable all parade revenue (donations) and expenses be accounted for the Tryon Fire Department Budget and further that Town Officials are the only authorized signers for disbursements.

# Agenda Item Summary Sheet



<b>Meeting Date:</b> October 21, 2025	<b>Agenda Item Number:</b> 7b
<b>Submitted By:</b> Emily Dale, Town Clerk	
<b>Attachments:</b> Memorandum of Agreement	

**Topic:** Employee Personnel Manual Update

**Summary Explanation & Background:** The current personnel manual is approximately 20 years old and does not reflect the current operations of the Town. The HR/Finance committee has been reviewing the handbook in an attempt to update. Given how outdated the handbook is the task is quite the undertaking. The HR committee voted to recommend the Town contract with the MAPS Group via the NC League of Municipalities to assist in the updating of the policy.

**Recommendation:** Approve agreement with NCLM/Maps Group

**Fiscal Impact:** \$4,500



434 Fayetteville Street  
Suite 1900  
Raleigh, NC 27601  
919-715-4000  
nclm.org

September 9, 2025

Emily Dale  
Accounting Manager/Town Clerk  
Town of Tryon  
301 N. Trade Street  
Tryon, NC 28782

Dear Emily,

We are pleased to be able to offer the enclosed Memorandum of Agreement to the Town of Tryon to perform the specified human resource management services as described herein.

This contract will be performed through an agreement between the North Carolina League of Municipalities and the MAPS Group. This private consulting firm consists of former and current practicing personnel professionals in the public sector who specialize in human resources and general management. They are, or have been, employed in human resources departments at the state and municipal level of government and undertake consulting assignments for the North Carolina League of Municipalities.

I will have overall responsibility for this project to determine that all contractual obligations of this study are successfully met.

If you have any questions or need clarification on any item contained within our Memorandum of Agreement, please contact me at the League Office.

Sincerely,

*Lou Bunch*

Lou Bunch  
Senior Municipal Human Resources Consultant

Enclosures

cc: The MAPS Group

MEMORANDUM OF AGREEMENT

PERSONNEL SERVICE

TOWN OF TRYON

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the North Carolina League of Municipalities, an unincorporated association, hereinafter called "League", and the Town of Tryon, an incorporated municipality hereinafter called "Town."

WITNESSETH

In consideration of the amounts of money hereinafter agreed to be paid, and in consideration of the other conditions hereinafter agreed to by the Town of Tryon, the League offers to perform the following services:

Scope of Services. The League agrees to provide through its subcontractor The MAPS Group the services described and set forth in Attachment "A", Scope of Services, which is incorporated into and made a part of the Memorandum of Agreement by reference.

Time for Performance. The time for performance will be approximately two (2) months. The contract can begin in October 2025 or at a time mutually agreed upon between The MAPS Group and the Town.

Cost. The fee for the proposed work is \$4,500.00.

In consideration of the services performed by the League, the Town agrees to abide by and perform the following:

The MAPS Group will bill the Town for one payment of \$2,250.00 at the beginning of the project, and a final payment of the same amount when the project is completed. The Town agrees to remit payment to The MAPS Group upon receipt of each of the statements referred to above.

Execution. If this Memorandum of Agreement is not executed and returned to the League Office within thirty (30) days from the submission date, the time frame for performance may have to be renegotiated.

E-verify. The MAPS Group certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Iran Divestment Act Certification. As of the date of this Agreement, The MAPS Group certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to



N.C.G.S. 147-86.58 and that The MAPS Group will not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County.

If the terms of this contract are acceptable, please sign two (2) copies and return one to the League office.

SUBMITTED BY:

ACCEPTED BY:

NORTH CAROLINA LEAGUE OF MUNICIPALITIES

TOWN OF TRYON

*Lou Bunch*  
Lou Bunch  
Senior Municipal Human Resources  
Consultant

\_\_\_\_\_  
Name

\_\_\_\_\_  
9/9/2025  
Submission Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
(Signature of Finance Officer)



**ATTACHMENT "A"**

**SCOPE OF SERVICES**

**PAY AND CLASSIFICATION STUDY**

## SCOPE OF SERVICES

### Objectives of Study

The primary purpose of the study is to conduct a comprehensive review of the Town's current personnel policy. The MAPS Group will review and make recommendations for updating the Town's personnel policy to be consistent with modern and effective human resource management and current laws and regulations.

The personnel policy will be reviewed for policy versus procedural language and is recommended to meet a balance of providing guidance without including unnecessarily restrictive or detailed procedures.

### Communication with the Town

During the study, MAPS principals will be available to Town management to clarify any questions or concerns about personnel policy recommendations, or other issues related to the study by phone or email. A draft of the policy will be sent to management for review and MAPS will discuss management reactions to the study prior to finalizing it. After the draft review, the MAPS Group will make a presentation to the Town Council/Board of Commissioners, if requested. Any additional trips will require additional fees.

### Results of the Study

The study will result in the publication and delivery to the Town of the required number of personnel policies for management and the Board/Council. The MAPS representative will formally present the study to the Town Council/Board and be available to respond to questions.

### Project Staff

The project team will be lead by Erika Phillips and additional team members will be subject to approval by the Town.

# Agenda Item Summary Sheet



<b>Meeting Date:</b> October 21, 2025	<b>Agenda Item Number:</b> 7c
<b>Submitted By:</b> Emily Dale	
<b>Attachments:</b> Ordinance 52.06	

**Topic:** Water Bill Adjustment Policy Amendment

**Requested/Recommended Action & Motion:** Pass Ordinance Amending Section 52.06

**Summary Explanation & Background:** The currently Water Bill Adjustment Policy does not provide adequate clarification of the policy as it pertains to inside and outside rate customers. Amendment seeks to provide clarity to customers and more concrete policy on handling adjustments.

**Fiscal Impact:**

TOWN OF TRYON  
ORDINANCE AMENDMENT  
CODE OF ORDINANCES, CHAPTER 52, SECTION 6 WATER BILL ADJUSTMENT  
POLICY

WHEREAS, the Board of Commissioners of the Town of Tryon, North Carolina desires to amend Chapter 56.02 Water Bill Adjustment Policy;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Tryon, North Carolina;

52.06 WATER BILL ADJUSTMENT POLICY.

If it can be documented that an excessive use of water by any Tryon utility customer is the result of a leak, the following adjustments may be made on the customer's water account:

1. For customers with water and sewer inside rate, the customer will be required to pay for water at the inside rate with consumption based upon a formula, but only the minimum monthly charge for the sewer portion. The Town will absorb the difference.
  - a. The formula will be the average of 4 bills prior to the leak, subtracted from the high bill. That amount will then be divided by two to determine the water charge.
2. For customers with water outside rate, the water charge will be adjusted to the inside rate for gallons consumed. The Town will absorb the difference.
3. No more than two adjustments may be made to the same account in a twelve (12) month period.
4. The Town Manager is authorized to allow larger water bill adjustment if, in his discretion, they are warranted by extenuating circumstances.

EXAMPLE: A customer, noticing excessive water usage on their utility bill, notifies the Town Hall that they have a leak. It is the customer's responsibility to contact a repairperson to identify and correct the problem. A Town employee will document the problem and confirm that corrective measures have been taken. The customer will then complete a utility charge adjustment form. The billing clerk will calculate the adjustment and the Town Manager will approve it.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
J. Alan Peoples, Mayor

Attest:

\_\_\_\_\_  
Emily Dale, Town Clerk

## AGENDA ITEM

**DATE:** October 21, 2025

**TO:** Mayor and Town Commissioners

**PREPARED BY:** Jim Fatland, Town Manager  
William Morgan, Town Attorney  
Tim Daniels, Assistant Town Manager/Planning Director

**SUBJECT:** Proposed Cell Tower Lease with Cellco Partnership, dba Verizon Wireless

**BACKGROUND:** At the regularly scheduled Town Board Meeting held on August 19, 2025 the Town Board of Commissioners agreed to consider approval for the Cell Tower Lease with Verizon at their October 21, 2025 Town Board meeting. The Town Clerk has published the legal announcement with the Tryon Daily Bulletin that the Town Board of Commissioners will consider the cell tower lease at this meeting.

The proposed cell tower at the Town's Water Treatment Plant, 430 Glengarnock Road, Tryon, will require two separate approvals from the Town of Tryon. One with the Town Board of Commissioners and the second with the Town of Tryon Planning/Board of Adjustment. A summary of legislative and board approvals is as follows:

**Town of Tryon Board of Commissioners:** Consider approval of lease agreement (Copy of proposed lease is attached)

**Town of Tryon Planning Board/Board of Adjustment:** A public hearing to consider approval of Verizon's permit application for cell tower at the Town of Tryon Water Treatment Plant. As of this date, the applicant has not submitted permit application.

Verizon initiated the request for a cell tower within the Town limits. The Town of Tryon Board of Commissioners recognize the need for improved communications and directed its Town Attorney and Manager to negotiate a lease.

A number of questions about the cell tower have been submitted to staff. Many of the questions that were submitted apply to the permit application and not the proposed lease. A copy of questions and answers to the proposed cell tower at the Water Treatment Plant site is attached.

Per Town Ordinance, cell towers and related equipment can only be put on P-1 Open Space properties or Town owned properties. After extensive evaluation by Verizon's contractor the best site is on the Town's Water Treatment Plant site. The specific site is the current location of the water plant's

generator. Verizon has requested that the generator be moved and has agreed to retain the Town's Generator Contractor, at their expense, at an estimated cost of \$45,000. Other sites that were evaluated include Harmon Field and Tryon Golf Course. The Water Treatment Plant site is not within the Gillette Woods HOA.

A public hearing for citizen input on the proposed cell tower, as mentioned above, will occur at the Town of Tryon Planning/Board of Adjustment meeting.

#### **LEASE AGREEMENT TERMS**

- Town of Tryon is the Lessor; Cellco Partnership, dba Verizon Wireless is the Lessee
- Initial Term: 10-years, commencing on the first day of the month after Lessee begins installation of equipment
- Rental Payments: Rental payments shall be made in equal monthly installments, on the first day of the month, in advance to Lessor. The first-year lease payments total \$21,600 or \$1,800 per month.
- Rental Payment Escalation: Throughout the term, the annual rents shall increase 3%
- One Time Payment: Lessee agrees to pay Lessor a one-time non-refundable lump sum payment of \$1,800 at time of lease agreement execution
- Improvements: The communications equipment, including without limitation, the tower structure, antenna, conduits, fencing and other screening, and other improvements shall be at Lessee's expense
- Site Location: Lessee has determined that the current location of the Water Treatment Plant's Generator is the preferred site. As such, Lessee will incur, at their expense, relocation of the generator at an estimated cost of \$45,000. Further agreed that the Town's Generator Contractor will be retained for the relocation.
- Access/Utilities: Lessor grants Lessee non-exclusive easement for ingress and egress from a public right-of-way, 7 days, 24 hours per day, over the property to and from the premises for the purpose of installation, operation and maintenance, of Lessee's communication equipment
- Insurance: Lessee is required to maintain commercial general liability insurance in the amount of \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 in the annual aggregate.
- Removal at End of Term: Within 90 days of the expiration or earlier termination of the Lease Agreement, Lessee shall remove communications equipment.

**RECOMMENDATION:** Consider approval of cell tower lease with Cellco Partnership, dba Verizon Wireless

**PROPOSED CELL TOWER  
AT  
TRYON WATER TREATMENT PLANT  
QUESTIONS AND ANSWERS**

**1. What criteria were used to identify the proposed site for the tower?**

Per the ordinances, towers can only be put on P-1 Open Space zoned properties or town-owned properties. The water plant site was the highest elevation possible.

**2. What process was used to solicit citizen input on the proposed site prior to the site selection?**

Based on our ordinances, the spaces are quite limited, so Verizon determined that the water plant would have been the most effective. A public hearing is required and will provide an opportunity for individuals to address the Planning/Board of Adjustment on Verizon's Permit Application.

**3. What process was used to solicit citizen input on the proposed site after site selection?**

A well-attended special public meeting was held to discuss all aspects of the tower.

**4. What other sites were considered, and why were they not selected?**

Other sites investigated were Harmon Field and a section of the Tryon Golf Course, but they were considered to be in "a bowl"

**5. How was Verizon identified and selected as the proposed provider of the tower? Were other providers considered? If so, what factors led to their not being selected?**

Verizon approached the town initially. One other company discussed putting up a tower, but did not follow through.

**6. What zoning and/or legal considerations are associated with placing the tower on the proposed site? Were zoning ordinances updated to allow a tower to be placed at the selected location?**

4.6 Special Requirements to the Table of Permitted Uses – SR 13 is our zoning code for wireless towers. We did amend the ordinances to allow for towers to be placed on town owned properties, but it did not open up any new potential sites due to elevation and, setbacks, and other requirements.

7. If a tower is placed on the proposed site, what measures would be put in place to mitigate the visual impact?

The Planning/Zoning Board of Adjustment will discuss mitigation measures.

8. Why is a cell tower the best means to improve cellular service in Tryon? Were other technologies considered?

Collocated towers were briefly discussed, but the town property requirement may not have been met, and there would likely be gaps in signal coverage area.

9. Was the impact on property values for those living in view of the tower considered? If so, has there been an attempt to monetize that impact?

Property value impacts are one of the issues the Board of Adjustment will consider and must be based on competent evidence (usually an appraiser or real estate professional).

10. Was the impact on the value of buildable lots for future houses within view of the proposed tower considered when estimating the overall impact on property values?

Please see response in question #9

11. If a future technology provides a better alternative than a cell tower, what recourse does the town have to have the tower removed and the better technology implemented?

If LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary, it may terminate the lease.

12. Who initiated the project – Verizon or the Town?

Verizon

13. What will the finished tower look like?

Based on the previous application, a single pole tower with security fencing around the base.

14. What is the construction schedule for a tower? What will be done to mitigate any and all disruptions, (e.g., trash, noise) to neighboring properties during construction?

The lease requires Verizon to provide a construction schedule

**15. What is the maintenance schedule for a tower? What will be done to mitigate any and all disruptions, (e.g., trash, noise) to neighboring properties during construction?**

Verizon will address this at the Board of Adjustment

**16. During unplanned events, what will be done to mitigate disruptions to neighboring properties?**

The tower is designed to fold and not fall (like a tree) in case of a catastrophic storm.

**17. What roads will Verizon be permitted to use to access the property?**

Access will be off of Glengarnock

**18. Will lights be placed on or around the tower?**

No lights will be on the tower since it is under the 200 ft FAA requirement. Do not know about the base yet, but it's likely that security lights will be at the base. Again, this will be discussed at Board of Adjustment.

**19. Has Verizon submitted a study ensuring that all homes and businesses will receive cell service? Will homes above the tower get cellular service?**

We can ask for a coverage map upon receiving the tower application and provide to the Board of Adjustment.

**20. What is the range of the tower?**

Please see response in question #19

**21. Why can a Verizon tower not be placed along with other towers on the mountain?**

The effective range and strength will drop off substantially.

**22. Can the Town Council zoning ordinances allow other locations?**

The zoning code can be amended to allow anything, but it must be initiated at the Planning Board with a recommendation to the Town Board of Commissioners

**23. Can service be provided using small repeaters in lieu of a tower?**

Verizon question to be addressed at Board of Adjustment

**24. Will the tower emit any sounds or noises?**

Verizon question to be addressed at Board of Adjustment

**25. Will the tower impact any flora and fauna?**

Verizon question to be addressed at Board of Adjustment

**26. Will Verizon be permitted to sublease space on the tower? If yes, to what types of companies and businesses? Will sub-lessees have independent access to the tower?**

The Town ordinances require that other transmitters from other providers be allowed on the pole. LESSEE may sublet space on the tower in LESSEE's sole discretion.

**27. What is the fall radius? Could it hit the water supply?**

Could debris hit the water supply? Fall radius is unknown until we receive an application. In the previous one, the fall zone was adequate and would not have damaged anything.

**28. What is the history of Verizon having cell towers in the center of residential neighborhoods? Please provide photos of towers.**

Verizon question to be addressed at Board of Adjustment

**29. How will the Town of Tryon enforce Verizon and sublessees access? For example, if they are only permitted to use Melrose Avenue Extension, will the Town issue tickets if other routes are used?**

Melrose Ave Extension is not a feasible route to the proposed general area of the tower due to topography. The lower paved water plant entrance will be the only entrance.

**30. At what point will a tower be considered as abandoned and how will the Town of Tryon enforce its removal?**

The lease requires removal of the tower within 90 days after expiration or earlier termination of the lease.

**31. Gillette Woods has long been recognized as historic. How will a tower impact that designation?**

Verizon and the Town understand the history and natural aesthetics of the area, and will work to balance the shortest pole possible with the maximum coverage area for its citizens.

32. What records are being maintained of all contact, both verbal and written, between 1) staff and management, elected officials, citizens, and Verizon or any combination, 2) between management and staff, elected officials, citizens and Verizon or any combination thereof, and 3) between one or more elected officials and staff, management, and Verizon or any combination thereof?

The Town has a record retention policy

33. Gillette Woods covenants prevent any communications towers, thus radio towers are not allowed. Does this not apply to a cell tower?

It was determined by the attorney that the new proposed site higher up on the property did not fall within the covenant jurisdiction.

34. Has Verizon given us any details on the type of tower they recommend such as height, color, lighting?

Single pole, no lighting on poles was what we were told, but we have not received a new application yet. That will be made publicly available upon receipt.

35. Under the current Town ordinances, where can a cell tower be located? Can a cell tower be placed on private property within the Town corporate limits?

P1-Open Space zoned properties and town owned properties only. No private property towers allowed.

36. What are the contract terms for the proposed cell tower? How long? Monthly lease payment? Signing bonus? Renewal provisions? etc.?

#### LEASE AGREEMENT TERMS

- Town of Tryon is the Lessor; Cellco is the Lessee
- Initial Term: 10-years, commencing on the first day of the month after Lessee begins installation of equipment
- Rental Payments: Rental payments shall be made in equal monthly installments, on the first day of the month, in advance to Lessor. The first-year lease payments total \$21,600 or \$1,800 per month.
- Rental Payment Escalation: Throughout the term, the annual rents shall increase 3%
- One Time Payment: Lessee agrees to pay Lessor a one-time non-refundable lump sum payment of \$1,800 at time of lease agreement execution

- **Improvements:** The communications equipment, including without limitation, the tower structure, antenna, conduits, fencing and other screening, and other improvements shall be at Lessee's expense
- **Site Location:** Lessee has determined that the current location of the Water Treatment Plant's Generator is the preferred site. As such, Lessee will incur, at their expense, relocation of the generator at an estimated cost of \$45,000. Further agreed that the Town's Generator Contractor will be retained for the relocation.
- **Access/Utilities:** Lessor grants Lessee non-exclusive easement for ingress and egress from a public right-of-way, 7 days, 24 hours per day, over the property to and from the premises for the purpose of installation, operation and maintenance, of Lessee's communication equipment
- **Insurance:** Lessee is required to maintain commercial general liability insurance in the amount of \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 in the annual aggregate.
- **Removal at End of Term:** Within 90 days of the expiration or earlier termination of the Lease Agreement, Lessee shall remove communications equipment.

**37. Have other companies, other than Verizon, contacted the Town for a cell tower?**

One did years ago but were not interested in any of the available sites.

**38. Why did Verizon select the Water Treatment Plant site for the proposed tower? Were other sites considered?**

It was selected because it would be the most effective site. Other sites that were considered were lower elevation and surrounded by hills.

**39. What happened to the previous tower location? Could the tower be constructed on the former site? How high would the tower be?**

That site was originally considered to rebuild, but the town honored the covenants and decided to move it higher up on the property. If it were rebuilt on that spot, the tower would likely be the maximum height of 199 feet.

**40. Is the Water Treatment site where the proposed tower is being considered within the Gillette HOA Covenants and Restrictions?**

Per the attorneys, the higher portion of the water plant property is out of the covenants.

41. Which governmental fund would receive the lease payments?

42. Could the water tower be affected in any way if there is a storm or heavy winds if the tower fell?

It is designed to fold over within the fall zone, and not fall over like a tall tree. The pending application will have more information on this.

43. What style of tower are they considering using?

Single pole, not the wide triangular type.

44. Would placing it at the old water tower on Country Club Road be another good option and if so, is there a difference in cost for the initial set-up/installation? Since there are less homes in that area and no working utility structures, if that area would work I think it's the best option.

It's too far down elevation-wise and considered in a geologic "bowl"

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between **TOWN OF TRYON**, with a mailing address of 301 N. Trade Street, Tryon, North Carolina 28782, ("LESSOR") and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 430 Glengarnock Road, Tryon, North Carolina 28782 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 1,902.40 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of this Agreement shall be for 10 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The initial term of this Agreement shall automatically be extended for 3 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$21,600.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 301 N. Trade Street, Tryon, North Carolina 28782 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Throughout the Term, the annual rental shall increase on the first anniversary of the Commencement Date and on each annual anniversary thereafter (including any extension terms) such that the annual rental shall equal 103% of the annual rental paid immediately preceding such anniversary.

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$1,800.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees that the payments to be made by LESSEE under this paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS/UTILITIES. LESSOR hereby grants LESSEE (i) a non-exclusive easement for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a thirty foot (30') wide right-of-way ("Easement #1") and (ii) a non-exclusive easement for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a variable width right-of-way ("Easement #2"; Easement #1 and Easement #2 collectively, the "Easements"), which Easements shall be depicted on Exhibit "B". LESSEE may use the Easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE,

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

LESSEE agrees to reasonably cooperate with and allow LESSOR and Cummins Sales and Service ("Cummins"), a contractor engaged by LESSOR, access to the Premises, at a time coordinated among and acceptable to LESSOR, LESSEE and Cummins, for purposes of relocating the generator and generator pad (collectively, the "Existing Generator") currently located in the Premises to another portion of the Property outside of the Premises or Easements. LESSEE shall reimburse LESSOR for all costs actually incurred by LESSOR for the relocation of the Existing Generator (the "Generator Relocation Costs") up to the amount of \$45,000.00 ("LESSEE's Share"); any Generator Relocation Costs above \$45,000.00 will be borne by LESSOR at its sole cost and expense. While accessing the Premises for purposes of relocating the Existing Generator, LESSOR shall not unreasonably interfere, and shall ensure that Cummins shall not unreasonably interfere, with LESSEE's Use or LESSEE's equipment and installations. Upon completion of the relocation of the Existing Generator, LESSOR shall provide LESSEE with a detailed invoice providing: (i) the total Generator Relocation Costs, (ii) LESSEE's Share and (iii) evidence of payment of the total amount due to Cummins, and LESSEE shall pay LESSEE's Share directly to Landlord within ninety (90) days following receipt of such items. LESSOR shall ensure that Cummins maintains insurance policies in the form and of equal or greater value to the amounts required of the Parties pursuant to Paragraph 11 below at all times that Cummins is on the Property and that Cummins will name LESSEE as an additional insured. Upon request from LESSEE, LESSOR shall provide LESSEE with certificates of insurance from Cummins evidencing that Cummins maintains the insurance required pursuant to this Agreement.

LESSOR hereby consents to LESSEE (i) removing any existing fencing currently located within the Premises and (ii) installing additional fencing in the Easements. Notwithstanding anything in this Agreement to the contrary, LESSEE shall have no obligation to restore any removed fencing at any time. Additionally, LESSOR and LESSEE hereby acknowledge and agree that LESSEE shall, in coordination with the applicable utility company, relocate the overhead electric power lines currently crossing the Premises. LESSOR shall, at its sole cost and expense, cooperate as necessary with LESSEE and the applicable utility company in LESSEE's efforts to relocate said electric power lines.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Except for any quasi-judicial hearing involving any permit application or any appeal thereof, LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals to the extent permitted by law. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR at (828) 859-6654, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of this Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Tryon  
301 N. Trade Street

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

Tryon, North Carolina 28782  
Attention:

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii)

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with (i) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR’s obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. Other than the recordation of a Memorandum of this Agreement, the Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any confidential information to any other third party other than a permitted assignee of rights under this Agreement without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR’s compliance with this requirement shall be subject, at LESSEE’s option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signatures on following page.]

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

[Signature Page for Land Lease Agreement]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

**TOWN OF TRYON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**CELLCO PARTNERSHIP, d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**PROPERTY:**

**Tract 1:**

BEGINNING at a point in the center line of Carolina Drive at the northwest corner of the present property of the Town of Tryon on which its water plant is located, which point is located South 51 deg. 49 min. West 21 feet from an iron pin, and running thence North 51 deg. 49 min. East 117.5 feet to an iron pin; thence South 18 deg. 06 min. East 69.4 feet to a 12 inch dead pine; thence South 69 deg. 06 min. East 183.2 feet to a stake; thence South 68 deg. min. East 217.5 feet to a point in the center of a dirt road, which point is located South 60 deg. 54 min. East 30 feet from a stake on the western margin of said dirt road; thence with the center of said dirt road South 43 deg. 29 min. East 34°5 feet to a point in the center of said dirt road, which point is located North 76 deg. 8 min. East 19 feet from a stake on the western bank of a creek; thence South 76 deg. 58.min. West 245 feet to a point designated "Original Hub" shown on the plat hereinafter referred to; thence North 83 deg. 53 min. West 113.3 feet to a stake; thence North 84 deg. 45 min. West 100 feet to a stake; thence North 85 deg. 59 min. West 107.1 feet to a stake; thence South 55 deg. 0 min. West 90.8 feet to an iron pin in the intersection of Glen Garnock Road and Laurel Road, said iron pin standing southeast of the manhole in said road; thence along Glen Garnock Road North 52 deg. 46 min. West 116.9 feet to a stake on the northwestern margin of said road, said point being in the existing Town of Tryon water works property line; thence South 63 deg. 14 min. West 197.6 feet to a stake on the southern margin of said road; thence North 69 deg. 15 min. West 128 feet to a stake in aid road midway between the center line of said road and the northern margin of the macadam portion of said road; thence South 71 deg. 9 min. West 72.4 feet to a point in said road designated as "Nail and Cap" on the hereinafter referred to plat; thence North 24 deg. 34 min. West 30.5-feet to a point in Carolina Drive designated on the hereinafter referred to plat as "nail and cap" thence along Carolina Drive North 65 deg. 26 min. East 216 feet to a point in said road designated as "nail and cap; thence along said Carolina Drive North 45 deg. '28 min East 190.8 feet to a stake on the northern margin of said Drive; thence along said Drive (North 20 deg. 4 min. East 138 feet to a point in said Drive; designated as "nail and cap" thence still with the center line of Carolina Drive North 5 deg. 7 min. East 75 feet to the point of BEGINNING, containing 6.43 acres.

The above description includes all of the present plant of the Tryon Water Works and an additional area adjoining the same and the two areas are described under one boundary, as shown on a plat entitled "Water Works Improvement Property to be acquired from Gillette Estates, Inc." dated October 1952, prepared by Harwood Beebe Company, Engineers, Spartanburg, S.C., to which plat reference is hereby had in aid of the description.

**Tract 2:**

Beginning at an iron pin in the intersection of Glen Garnock Road, said iron pin standing

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

**Southeast of the manhole in said road and being the terminus of the tenth call in the deed from Gillette Estates, Incorporated to Town of Tryon dated December 3, 1952 and running with the line of the property conveyed by said deed two calls as follows: North 52 deg. 46 min. West 116.9 feet to a stake; South 63 deg. 14 min. West 197.6 feet to a stake; thence South 87 deg. 23 min. East 251.3 feet to a stake; thence North 31 deg. 50 min. East 35 feet to the BEGINNING, containing .33 (33/100) of an acre, more or less.**

a/k/a

Property located in the Town of Tryon, Polk County, North Carolina.

All that certain piece, parcel or tract of land lying and being situated on the south side of Melrose Avenue Extension and on the north side of Glengarnock Road and being in the Town of Tryon, Polk County, North Carolina, containing six and 48.9/100 Acres (6.489 Acres), more or less, and being the same property conveyed to the Town of Tryon by Deed Book 37 page 240, Deed Book 45 page 168 and Deed Book 101 pages 35–36, recorded in the Polk County Register of Deeds.

#### PREMISES:

All that tract or parcel of land lying and being in the Town of Tryon, Polk County, North Carolina, and being the same property conveyed to the Town of Tryon by Deed Book 37 page 240, Deed Book 45 page 168 and Deed Book 101 pages 35–36, recorded in the Polk County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, Commencing at a PK Nail found at the intersection of Glengarnock Road and Laurel Way being a referenced corner for said Town of Tryon property, having a North Carolina Grid North (NAD83) value of N 545,598.5350 and E 1,029,032.5370 and being the POINT OF COMMENCEMENT; thence with a tie–line N 53° 37' 32" W 57.45 feet to a point being the TRUE POINT OF BEGINNING for the Lessee Premises; thence N 53° 37' 32" W 59.45 feet to a point; thence N 36° 22' 28" E 32.00 feet to a point; thence S 53° 37' 32" E 59.45 feet to a point; thence S 36° 22' 28" W 32.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.044 Acres (1,902.40 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for Verizon Wireless.

#### EASEMENT #1:

Together with a 30–foot wide Lessee Non–Exclusive Access, Fiber & Utility Easement lying and being in the Town of Tryon, Polk County, North Carolina, and being the same property conveyed to the Town of Tryon by Deed Book 37 page 240, Deed Book 45 page 168 and Deed Book 101 pages 35–36, recorded in the Polk County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, Commencing at a PK Nail found at the intersection of Glengarnock Road and Laurel Way being a referenced corner for said Town of Tryon property, having a North Carolina Grid North (NAD83) value of N: 545,598.5350' and E: 1,029,032.5370' and being the POINT OF COMMENCEMENT; thence with a tie–line N 53° 37' 32" W 57.45 feet to a point being the Point of Beginning for the Lessee Premises; thence N 53° 37' 32" W 59.45 feet to a point being the TRUE POINT OF BEGINNING for the 30–foot wide Lessee Non–Exclusive Access, Fiber & Utility Easement; thence leaving the Lessee Premises S 62° 22' 28" W 127.24 feet to a point at center of Glengarnock Road; thence with said Road centerline N 86° 45' 01" W 58.46 feet to a point; thence leaving said Road centerline N 62° 22' 28" E 116.16 feet to a point; thence S 44° 07' 08" E 11.81 feet to a point; thence N 49° 51' 09" E 52.22 feet to a point; thence N 36° 22' 28" E 25.07 feet to a point; thence S 53° 37' 32" E 30.00 feet to a point at the Lessee Premises; thence S 36° 22' 28" W 32.00 feet to POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.115 Acres (5,014.47 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for Verizon Wireless.

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

## EASEMENT #2:

Together with a Variable width Access & Utility Easement lying and being in the Town of Tryon, Polk County, North Carolina, and being the same property conveyed to the Town of Tryon by Deed Book 37 page 240, Deed Book 45 page 168 and Deed Book 101 pages 35–36, recorded in the Polk County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, Commencing at a PK Nail found at the intersection of Glengarnock Road and Laurel Way being a referenced corner for said Town of Tryon property, having a North Carolina Grid North (NAD83) value of N: 545,598.5350' and E: 1,029,032.5370' and being the POINT OF COMMENCEMENT and the TRUE POINT OF BEGINNING for the Variable width Access & Utility Easement on the property line; thence N 53° 37' 32" W 57.45 feet to a point at the Point of Beginning for the Lessee Premises; thence with said Lessee Premises N 36° 22' 28" E 32.00 feet to a point; thence N 53° 37' 32" W 10.00 feet to a point; thence leaving said Lessee Premises N 36° 18' 42" E 4.99 feet to a point at the edge of the existing water tank; thence with said edge of water tank with a curve to the left having a radius of 34.18 feet, length of 8.91', Chord Bearing of S 82° 42' 57" E and a Chord Distance of 8.88 feet to a point; thence leaving said edge of water tank S 00° 10' 52" E 6.31 feet to a point at an existing fence; thence with said fence for the next (2) Calls: N 84° 28' 13" W 2.99 feet to a point at fence corner; S 06° 51' 33" W 20.82 feet to a point at fence corner; thence leaving said fence S 60° 52' 45" E 57.07 feet to a point on the northern western property line of the Nelson M. and Georgia H. Pace property as described in Deed Book 200 page 183; thence with said Pace property S 55° 45' 23" W 25.22 feet to POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.031 Acres (1,342.86 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for Verizon Wireless.

Lessee Site Name: Cove Creek – D  
Lessee Site Number: 5000005588

**EXHIBIT "B"**

**DEPICTION OF PROPERTY, PREMISES AND EASEMENTS**

**(See Attached)**

**AGENDA ITEM**

**DATE:** October 21, 2025

**TO:** Mayor and Town Commissioners

**PREPARED BY:** Jim Fatland, Town Manager  
                    Lourdes Gutierrez, Downtown Director

**SUBJECT:** Polk County Community Foundation Grant Awards

**BACKGROUND:** The Town of Tryon submitted three (3) grant applications with the Polk County Community Foundation. The Town has been notified that we awarded funds for the following projects.

- Tryon Cemetery Beautification Project   \$8,800   metal safety railing for steps; stone repair, new signage, and rock wall repairs
- Rogers Park Enhancements                 \$7,600   additional metal tables and chairs
- Rogers Park Celebration                     \$7,700   celebration expenses

**RECOMMENDATION:** Accept grant awards for Tryon Cemetery and Rogers Park and express appreciation to the Polk County Community Foundation

**FISCAL IMPACT:** Grant awards totaling \$24,100 make the above mentioned projects a reality

**AN ORDINANCE OF THE TRYON BOARD OF  
COMMISSIONERS DESIGNATING  
MAPLE STREET AS A "ONE-WAY STREET"**

WHEREAS Section 71.02 (“Driving on One-Way Streets”) of the Tryon Code of Ordinances allows the Board of Commissioners to designate streets as “one-way” streets; and

WHEREAS, the Tryon Board of Commissioners deems it necessary, in the interest of public health, safety, and welfare, to designate Maple Street as a one-way street from Palmer Street to E. Howard Street on the Town of Tryon street system.

**NOW THEREFORE, BE IT ORDAINED**, by the Tryon Board of Commissioners of the Town of Tryon, North Carolina that Maple Street from is hereby designated as a "one-way" street and two-way traffic is prohibited on said street.

**THIS- ORDINANCE-SHALL BEGOME EFFECTIVE UPON ITS ADOPTION AND APPROVAL.**

Duly adopted this \_\_\_\_ day of September 2025.

\_\_\_\_\_  
Hon. Alan Peoples, Mayor

ATTEST: \_\_\_\_\_  
Emily Dale , Clerk

**Monthly Update- October 2025 Council Meeting**  
**Downtown Development Director, Town of Tryon**  
Lourdes Gutierrez

**Tryon Downtown Development Association**

- Continuing annual membership drive, soliciting individual, nonprofit, and business members.
- Preparation continuing for Beer Fest. VIP tickets have limited availability. Promotion and volunteer solicitation ongoing.
- Preparation for holiday events ongoing including: Halloween Stroll, Small Business Saturday, Christmas Stroll and Tryon Midnight.
- 4<sup>th</sup> Friday for October will be karaoke at the plaza.
- Hosted a business morning mingle at Workroom Tech on first Friday.
- Received a grant from the Polk County Community Foundation for expanding Tryon Midnight with free food & live music.
- Received a grant from the Polk County Community Foundation & Polk County Appearance Commission for the Landscape bank enhancements to the left of the clock tower.
- Two new businesses (Sweet Grass Floral Studio and Fox & Kit Creative) have opened in downtown Tryon within the last month. Two existing business have relocated to new spaces in the downtown.
- TDDA is coordinating a wreath contest with business owners that will kick off on Thanksgiving weekend.
- Supported TRIFF by providing gift bags and assisted with procuring items for VIP visitors. TDDA will also participate in the networking block party that is taking place on Saturday, October 11<sup>th</sup> on Pacolet Street.
- TDDA is working with Tryon Arts & Craft on art installation/bicycle rack. TACS is hosting a lottery for locals for teens for a forging class to create an artsy bicycle rack to be put downtown.
- Successfully hosted NC Main Street directors at the Tryon Depot for a Storytelling Workshop in September.
- Tryon BBQ Beatdown had a great turnout. With 8 contenders it was a lively afternoon for downtown Tryon.
- Digital kiosk has been ordered. Aiming to have an installation timeframe for next meeting. Tourism and TDDA have split the cost of the kiosk.
- Ribbon cutting will be held for Carri Bass Photography & Art in her new space at 92 Pacolet Street on October 24<sup>th</sup> at 4:30pm.
- Spoke at Kiwanis Club of Tryon's meeting about TDDA & our upcoming town events.

**Monthly Update- October 2025 Council Meeting**  
**Downtown Development Director, Town of Tryon**  
Lourdes Gutierrez

**Town of Tryon**

- Worked with Tourism Development Authority (Tracey) and Tim to finalize the Tryon Pour Tour logo, map & ad that will be in the October issue of Food & Travel Magazine.
- Working with Tryon Fire Department on preparation for Christmas Parade which will be held on December 10<sup>th</sup> at 6pm. Have ordered gateway signs and banners to hang in November.
- Silent auction for Morris art will be held at the plaza during October 4<sup>th</sup> Friday.
- Received two grants from the Polk County Community Foundation for Rogers Park. One was for a free community event and the second was to add additional branded tables and chairs.
- Preparation underway for Salsa at Sunset celebrating Rogers Park 25<sup>th</sup> anniversary on October 25<sup>th</sup> at 6pm. There will be free food, free swag and games as well as Iliana Rose Cuban Jazz band performing.
- One new business (Moments..the Studio) has opened on South Trade (outside of the downtown) within the last month.
- Had initial meeting with Tim, Tracey & Big Boom Designs to clarify website details. Tracey (via Tourism) will be the lead on this project with Big Boom.
- Attended Saluda Grade Trail advisory meeting. This committee is preparing to develop a strategic plan for community engagement, and a regional economic development and marketing plan, for the Saluda Grade Trail. They have hired Blue Ion to guide our committee to put a strategic marketing plan in place for the Saluda Grade Rail Trail. There will be a fall forum held for the public on November 18<sup>th</sup> from 4:30-6:30 at the Landrum Farmers Market. The Spring forum has been scheduled for April 23<sup>rd</sup> from 5:30-7:30pm at Polk County High School. There will be a survey coming out by November that I will share with everyone as well.
- Created a community survey for resident's input on the town website. Link can be found here to take the survey: <https://forms.gle/UfzEFMtSApVVn3zN7>. Shared on Towns social media and via nixle and sent out a newsletter last week.

# Agenda Item Summary Sheet



<b>Meeting Date:</b> October 21, 2025	<b>Agenda Item Number:</b> 13a
<b>Submitted By:</b> Lourdes Gutierrz	
<b>Attachments:</b>	

**Topic:** Street Closures

**Requested/Recommended Action & Motion:** Approve Street closures for Halloween Stroll and Beerfest

**Summary Explanation & Background:** Halloween Stroll-Close Trade Street from Pacolet/Oak to Palmer from 4:30-7:30 pm on October 31. Beerfest-Close Depot Street on November 1 from 12pm-6pm

**Recommendation:**

**Fiscal Impact:**