

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL
MCCOWN ROOM
March 17, 2026
6:30 PM WORK SESSION**

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL
MCCOWN ROOM
AGENDA
March 17, 2026**

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. Public Works Committee Minutes March 5, 2026
 - f. Tax Reports
 - g. Financial Report for February 2026
 - h. Grant Status Report for February 2026
 - i. Police Department Monthly Report
 - j. Fire Department Monthly Report
6. Public Hearing: St. Luke's Rezoning (Open and Recess to later date)
7. Residential Parking Ordinance
8. Resolution Accepting Grant Offer Jervey Road Sewer Rehab Project
9. Resolution Accepting Grant Offer Sourwood Ridge & Hwy 176 Water Main Project
10. Records Retention Agreement with NC State Archives
11. Downtown Update-Lourdes Gutierrez
12. Town Manager Report-Jim Fatland
13. Council/Mayor Reports
14. Citizen Comments & Responses
15. Motion to Adjourn

Tryon Tourism Development Authority
Minutes
February 9, 2026

Chairman Siler called the meeting to order at 4:33 pm at Tryon Town Hall with 5 members present

Members Present: Steven Siler, Chairman; John Vining; Melanie Jackson; Jennifer Matthews; Maria Mason-Freeman

Members Absent: Bill Crowell, Tryon BOC Representative

Staff Present: Lourdes Gutierrez, TDDA Director; Meg Rogers, Secretary; Dulcie Juenger Tracey Daniels, Website/Social Media Coordinator

Approve Minutes from January 5, 2026

Vining made a motion to approve the minutes as presented. Siler seconded the motion. Motion was approved by a vote 5 to 0

Approve the Financial Report for December 2025

The TTDA Fund FY2025-2026 financial report for December 2025 was reviewed.

As of December 31, 2025 Total Revenue was \$11,007.02 (23.93% of Budgeted Total Revenues), Total Expenditures were \$13,220.82 (28.74% of Budgeted Total Expenditures) and Ending Cash Balance was \$44,342.48

Vining made a motion to approve the Financial Report for December 2025 as presented. Mason-Freeman seconded the motion. Motion was approved by a vote of 5-0.

PR Package Discussion

Matthews reporting: Package is coming together and will need more time to compile and present the full package to the board.

Saluda Grade Rail Trail

Gutierrez reporting: Had a Zoom call with the Saluda Grade Advisory Committee, they recommend that the same trail logos, colors and mottos are used in all towns that the trail passes through for a cohesive appearance, ensuring users know it is the same trail. The PR Group hired to meet with the participating towns and communities are continuing to reach out to those still not in favor of the trail. Another public meeting is scheduled for April 23, 2026 at Polk County Highschool.

Siler: How is the meeting being advertised to the public? Gutierrez explained that Conserving Carolina has been proactive about putting the info out via social media and newsletters. Siler recommends adding it to the Explore Tryon website 1 week prior to meeting. Matthews has experience with various trail projects in other parts of the country and can help answer public questions.

Vining: Is SC beginning construction on the trail this year? Gutierrez: SC has selected engineering firm Seamon, Whiteside & Associates, Inc for the stretch of trail from Inman to the

NC State line. Jim has attended meetings regarding the funding for the stretch from the NC State line to the Lockhart Crossing.

Website & Social Media Update:

No report given-Tracey Daniels not present

Resignation of Authority Secretary Rogers

The board thanked Meg Rogers for her dedication, expertise and service to the board. Rogers was presented with a gift certificate as a token of gratitude.

Siler made a motion to accept Rogers resignation. Mason-Freeman seconded the motion. Motion was approved 5-0.

Mason-Freeman nominated Dulcie Juenger to be appointed secretary, Juenger accepted.

Secretary appointment was approved with all in favor 5-0.

Other Business

Board discussion involved what types of pro-active marketing that Tryon can do, as the Board feels Tryon is not well represented by Polk County EDC/Tourism advertising initiatives.

Everyone is enterprising on Tryon's name without Tryon having adequate input. Board needs to focus on 3 or 4 advertising projects that are Tryon specific. Question was brought up on if Mason-Freeman and Jackson should start attending the Polk County EDC/Tourism meeting to represent the lodging offered in Tryon. Mason -Freeman asked what it would take for Polk County EDC/Tourism Board to equitably spend the hospitality funds advertising the towns it represents more specific to each town.

Due to the Blue Ridge Parkway visitation (17 million) Vining suggested distributing rack cards from Tryon to Folk Art Center, Pisgah Inn etc.

Board discussed how Tryon can advertise and enterprise more on Ecotourism and Active Tourism; Hincapie Gran Fondo, Green River Games, Spartan Race, Equestrian Events etc.

Siler recommended exploring pod-casts

Confirm Date for Next Regular Meeting

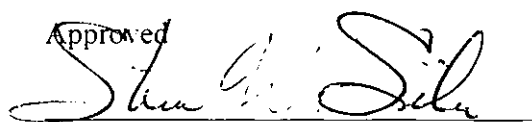
Next meeting is scheduled for March 2, 2026 at 4:30 pm at Tryon Town Hall , McCown Meeting Room

Prepared by



Dulcie Juenger
Secretary

Approved



Steven Siler
Chairman

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL – MCCOWN MEETING ROOM
February 17, 2026 6:30 PM**

WORK SESSION

Present: Mayor J. Alan Peoples

Mayor Pro Tem Skip Crowe

Commissioners Present: Bill Crowell, Tracie Morris, Julie Lambakis

Staff Present: Tim Daniels, Planning Director/Assist. Town Manager

Emily Dale, Town Clerk

Brad Gordon, Harmon Field Superintendent Scott Holt, Police Chief

William Morgan, Town Attorney

Mayor Peoples called the work session to order.

Commissioner Morris provided an update on the implementation of the new Personnel manual. She also stated that while cross training is being utilized, she would like to see some information regarding succession planning. The relationship between Tryon Downtown Development and the Town was discussed also.

Commissioner Crowell brought up Lake Lanier. He expressed his desire for a moratorium on construction at the lake until things can get sorted out. The main problem is since the lake is in South Carolina our attorney is not able to litigate or draw up paperwork there. The Board as a whole expressed a desire for Town Attorney Morgan to bring back hard evidence of what the Board is allowed to do at the lake.

Mayor Pro Tem Crowe wanted to provide a special thank you to the Town employees for their work during the storm especially with clearing the roads.

Commissioner Lambakis stated that she was working with Fire Chief Connell on creating a CPR/First Aid training event that is open to the public. A citizen mentioned that some religious institution can provide training and help usually at no cost.

Mayor Peoples entertained a motion to adjourn the work session. Motion made and carried unanimously.

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL – MCCOWN MEETING ROOM
February 17, 2026 7:00 PM**

Present: Mayor J. Alan Peoples

Mayor Pro Tem Skip Crowe

Commissioners Present: Bill Crowell, Tracie Morris, Julie Lambakis

Staff Present: Jim Fatland, Town Manager
Emily Dale, Town Clerk
Scott Holt, Police Chief

Tim Daniels, Assist. Town Manager
Brad Gordon, Harmon Field Superintendent
William Morgan, Town Attorney

I. CALL TO ORDER

Mayor Peoples called the meeting to order.

II. INVOCATION

Mayor Peoples led the invocation with a moment of silence.

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Crowe led the Pledge of Allegiance.

IV. AGENDA ADOPTION

Commissioner Morris requested Item 16a (closed session for personnel) be added to the agenda. Town Attorney Morgan requested item 16b (closed session for attorney/client privilege) be added. The Board also had a consensus to move Item 11a (lake lanier permitting process) to Item 15f. Commissioner Morris moved to adopt the agenda with the named changes. Motion carried unanimously.

V. CONSENT AGENDA ADOPTION

Commissioner Crowell moved to adopt the consent agenda. Motion carried.

VI. HELENE DAMAGES AND RESTORATION UPDATE

Harmon Field Superintendent Brad Gordon shared that the FEMA aspect at Harmon Field is winding down. There are a few more projects in the works, mainly contents. The biggest aspect right now is the 428 project which is currently advancing through the process.

VII. STREET PARKING ORDINANCE

Planning Director Tim Daniels presented a proposed ordinance 98 for parking at a single family or duplex dwelling. The ordinance proposed restrictions on the number of vehicles allowed to be parked at one's residence. The goal of this ordinance is to preserve the character and character of residential neighborhoods. The Board expressed a desire for the ordinance to be posted on the website for the public to see. A fee of \$100 per day was mentioned in conjunction with violation of the proposed ordinance. Several citizens expressed a concern regarding the number of vehicles especially if they were having a party or gathering at their home. Mayor Peoples stated the main purpose is the vehicles in spots for extended periods of time. The hope is that common sense would be used by citizens and town staff alike. Ultimately, the Board decided it was best to have public input before voting on the matter. A special public comment section will take place at the March 17 meeting with it being advertised in the bulletin by Town Clerk Dale.

VIII. HISTORICAL PRESERVATION COMMISSION BY-LAWS AMENDMENT

Assistant Town Manager Tim Daniels presented a recommendation from the Historic Preservation Commission regarding a change in the bylaws. The Commission would like to expand the number of members from 5 to no more than 7. The hope is to aid in the ability to have a quorum as well as more individuals to review documents. Commissioner Crowell moved to amend the bylaws that the Commission shall consist of at least five but no more than seven members. The motion carried unanimously.

IX. AUDIT UPDATE

Town Clerk Dale stated that the Town was in need of signing an amended Audit Contract in order to comply with the Local Government Commission. The new contract would have an end date of February 27, 2026. Commissioner Lambakis moved to approve the amended contract. Motion carried unanimously.

X. DOWNTOWN UPDATE

Assistant Town Manager Daniels stated that the Chilli Cook Off would happen on Friday February 27 from 5-7. There will also be a dedication for the Buck at the Depot. This kicks off the partnership between the Town and Tryon Arts and Crafts.

Two street closures were also presented. The first was Melrose Ave from Chestnut St to Pacolet St on Saturday, March 21 from 9 am to 3 pm for Super Saturday. Commissioner Crowell moved to approve the street closure. The motion carried unanimously. The second closure was Trade St. from New Market Rd

to Palmer St on Saturday, March 28 from 12 pm to 1:30 pm for Tryon April Fools. Commissioner Crowell moved to approve the street closure and the motion carried unanimously.

XI. MINIMUM HOUSING/PLANNING UPDATE

Daniels provided the minimum housing update. Daniels stated that the Jackson Street Extension House will cost around \$30,000 to remove due to the presence of asbestos. Daniels is working with the owner to see if they are able to handle the demolition. He is hopeful that he will not have to place lien on that property. Daniels also provided an update after the recent Eastside Advisory Committee meeting. Potholes were addressed and the Streets department will be compiling a list and working on those as soon as the weather warms up. A notice of violation concerning the trash at the residence on Vista Terrace was also issued.

The Board had questions regarding the number of liens the Town had. The process behind those liens and decisions from past Boards were also discussed.

XII. COUNCIL/MAYOR REPORT

Commissioner Morris wanted to thank everyone for coming out and all the hard work by staff during the recent storms.

Commissioner Lambakis wanted to thank the staff for all the work during the storm, especially the streets crew for their efforts.

Commissioner Crowell thanked staff for all the time and effort they put in as well as citizens for coming out.

Mayor Pro Tem Crowe echoed the words of his fellow Commissioners. Crowe also mentioned that the Kudzu eradication efforts will be ramping up soon. They are hoping to replicate the program from Flat Rock and form a committee to help. Daniels is working with them to help get a document pulled together and once it is available the Town will get it circulating or posted on the website.

Mayor Peoples highlighted the effort of the Town's staff during the storms. Several employees slept at the fire department and upstairs to ensure they were able to respond to calls and help plow the streets. Other employees came in with their children to ensure they were able to work and keep the Town running. The citizens should know how lucky they are to have staff that cares that much.

XIII. CITIZEN COMMENTS AND RESPONSES

Anne Day: Recognize Brad Gordon for receiving the Duke Power Citizenship and Community Service Award.

Gary Heim: Question regarding the strip of gravel to the side of the road near the paved road at his house. He would like to know who owns that, is there are right of way, any restrictions on the use of that area? The Board discussed the various right of lengths that the Town has a right to.

Kam Kammerer stated that these questions were stemming from the resident in Vista Terrace. Apparently, the US Postal Service has issues with delivering the individual mail so the individual moved his mailbox across the street on to someone else property.

The Board and Town Attorney Morgan stated that more than likely if the request was made by the Postal Service and complied with their restrictions then the placing of that mailbox would fall into the right of way granted to Towns and State/Federal agency.

Harriet Hudson: She would like an update on the parking area adjacent to the History Museum. Daniels stated that Town Manager Fatland did meet with the property owners regarding the Town leasing that areas and that the owners were not interested in that. Daniels also stated that there is currently not an ordinance in place to prevent the use of private property being used as paid parking in that area.

Hudson also had a question regarding signage about the Vistors center. The Town is supposed to be replacing the temporary sign with a permanent version. She expressed concern regarding the style of the new sign given that the new sign on the corner can be hard to read and hopes that will be adjusted.

The Vista Terrace neighbors also expressed concern for their neighbor and his ability to receive notification and information regarding the parking situation. Daniels stated he would work with Chief Holt to make sure information was hand delivered to him.

XIV. CONTINUE MEETING TO WEDNESDAY, FEBRUARY 25 AT 2:30pm

Mayor Peoples entertained a motion to continue the meeting until Wednesday, February 25 at 2:30pm. Commissioner Morris so moved and the motion carried.

CALL TO ORDER OF CONTINUED MEETING

Mayor Pro Tem Crowe called the continued meeting to order at 2:30pm. Town Staff indicated there were updates to the agenda. This included removing item 15b adding 15g (AARP Grant) and 15h (Asset Inventory and Assessment Grant for Water and Sewer Plants). Commissioner Lambakis made a motion to amend the agenda with the aforementioned changes and the motion carried unanimously.

XV. FINANCE AND GRANT ITEMS

Town Clerk Dale presented the FY25 Project Budget Ordinance for the Interconnect Loan. Dale stated this ordinance stemmed from a project that had already been funded and completed; however, in order to comply with standards from the North Carolina Office of State Budget and Management the Board

needed to pass a project ordinance. Commissioner Morris made a motion to adopt the project ordinance and the motion carried unanimously.

Town Manager Jim Fatland stated that the Town had been approved for a design grant for Lake Lanier in the amount of \$5,853,542. He is proposing that the Board accept the grant. After minimal discussion regarding the Request for Qualifications process the board came to an agreement. Commissioner Morris made a motion to accept the Grant Award, amend the current Lake Lanier Dam Rehab Project Budget Ordinance, retain Will Rice for assistance at a not to exceed of \$1,000 and authorize staff and Town consultants to seek additional funding for the local match requirement. The motion carried unanimously.

Town Manager Fatland provided an update regarding Zieglar Field and Vaughn Creek based on recommendation from the Parks committee. There is a grant available through NC Land Water Conservation Fund (LWCF) to aid in the restoration of that area. In exchange Conserving Carolina would be granted a 50-foot easement on both sides of Vaughn Creek which would aid in Stream Restoration. Fatland explained the local match would be \$10,000 for the initial assessment of the area with the grant covering up to \$75,000. Once areas for clean up have been identified, Conserving Carolina would step in and do the actual cleanup. Commissioner Crowell made a motion to authorize Conserving Carolina to submit a Planning Grant application for Vaughn Creek Stream Restoration at Zieglar Field. The motion carried unanimously.

Town Manager Fatland stated that he would like to make a Community Project Funding Request to our local Congressmen. The project would be for bringing the Saluda Grade Trail from the South Carolina line to Lockhart Street. The Town is requesting \$3,000,000 to connect this portion of the trail with the request being with the Transportation, Housing and Urban Development sector of the Federal Government. Commissioner Lambakis made a motion to request the funding as describe. The motion carried unanimously.

The Board discussed Lake Lanier. There was conversation regarding the moratorium on building permits. The Board would like to no longer be responsible for “policing” the lake as far as building/construction. Since the Town is a property owner at the lake and not truly a governing body, they would like for the regulations to be amended. The hope is to turn over the regulating of the lake to either the Homeowners association or Greenville County. The Board would like to see a moratorium put into place until this matter can be sorted out. Commissioner Crowell made a motion for a date to be set for a public hearing on a moratorium on permits issued for the lake. The motion carried unanimously with Town Clerk Dale and Town Attorney Morgan to work on which dates work in order to comply with General Statute.

Assistant Town Manager Daniels presented the AARP Grant to the Board. This grant allows for the purchase of items to help communities become more livable by improving housing, public places, etc. Staff would like to apply for the grant to compile emergency preparedness kits for 100 residents. The Board discussed the various contents of the kits along with potential cost. Ultimately, the board decided to use the grant to purchase Hand Crank Emergency radios with solar charging, led flashlight and USB ports. Commissioner Morris made a motion that staff apply for the grant for up to \$7,500 to purchase as many radios as possible. The motion carried unanimously.

Town Manager Fatland provided the Manager's Report. This report focused on the recent ice storms. Fatland stated that Mayor Peoples signed emergency declarations for both storms opening the door up for any potential FEMA funds. Fatland wanted to extend a special thank you to Tim Daniels. Daniels held daily briefing meetings to ensure supplies were ordered, equipment was serviced and ready to go, along with all staff members being on the same page. All of the generators were topped off and Daniels was able to orchestrate the delivery of a back up generator as well. Daniels ensured an additional generator was available for Hogback Mountain and Warrior Mtn pump stations so no citizens would be without water. Fatland reported the Town also experienced a significant water break near Rogers Park. The water department was able to fix the leak and also assisted the fire dept and streets crews with cleanup of Trade St. Overall, Fatland was very impressed by the efforts of Town staff during these events.

XVI. CLOSED SESSION

Commissioner Crowell made a motion to enter in to closed session.

XVII. MOTION TO ADJOURN

Mayor Pro Tem Crowe entertained a motion to adjourn. Motion was made and carried unanimously.

**Harmon Field Board of Supervisors
Minutes
February 10, 2026**

Chairman Watson called the meeting to order at 6:00 pm at Tryon Town Hall with 5 members present

Members Present Warren Watson- Chairman; Jessica Glasscock; Rick Covil – Secretary/Treasurer; Steve Sloan; Steve Nelon

Members Absent: None

Staff Present Brad Gordon-Park Superintendent; Mcg Rogers-Town Secretary/Cashier; Dulcie Juenger - Town Secretary/Cashier

Approve Minutes from January 6, 2026

Nelon made a motion to approve the minutes as presented. Sloan seconded the motion. Motion was approved by a vote 5 to 0

Approve the Financial Report for December 2025

The TTDA Fund FY2025-2026 financial report for December 2025

As of December 31, 2025 Total Revenue was \$288,354.35 (84.73% of Budgeted Amount), Total Operating Expenditures were \$149,134.55 (44.53% of Budgeted Amount), Total Capital Expenditures were \$5,176.28 (95.86% of Budgeted Amount), Total Expenditures were \$154,310.83 (45.34% of Budgeted Amount), Ending (pre-audit) Fund Balance was \$205,892.48

Review of the December 2025 Financial Report will be reviewed at the March 2026 Meeting

Motion for Addition to Agenda

Chairman Watson made a motion to add 1A-Special Recognition, 1B-Parties banned from Harmon Field- (Helene Related) to the agenda, Glasscock seconded the motion. Motion was approved by a vote 5 to 0

Agenda Addition 1A- Special Recognition

Recognition from the board was given to Meg Rogers in appreciation of her hard work, dedication and service to the board over the years. Ms. Rogers was presented with a crystal plaque commemorating her retirement.

Swim Safe

Gordon Reporting: Gordon met with Erika Shanks from Mountain True to determine what it would take for designating Harmon Field as a “Swim Safe” Site. Mountain True would test the Pacolet River weekly from Memorial Day to Labor Day to educate the public if it is safe to swim. Information is viewed via a website: theswimguide.org or via an app. System is a pass/fail system offered to educate the public on spots safe for water recreation in the US.

The cost associated with becoming a “Swim Safe” Site is \$500. per site and covers water sample collection and testing weekly. Gordon will confirm with Ms. Shanks on the total cost. Nelon made a motion to join the “Swim Safe” program with costs not to exceed \$1,000. Glasscock seconded the motion. Motion was approved by a vote 5 to 0

Park Rules

Adoption of the new Harmon Field Rules that are inclusive of the entire park.

Chairman Watson raised the question about patio heaters and their usage. Gordon: if the structure is partially enclosed for an event an occupancy permit would be needed from the fire marshal.

Chairman Watson would like some clarification on E-Bikes and whether or not they are included in prohibited use in Playground and Athletic Areas? Board needs to clarify on where they are allowed in the park as some members of the public ride their E-Bikes to the park as transportation, E-Bike issue will be revisited.

There will be a designated “Community Bulletin Board” located at the concession stand area. Covil made a motion to approve and adopt the new park rules. Nelon seconded the motion. Motion was approved by a vote 5 to 0

Riparian Buffer

Gordon Reporting: Gordon met with Erika Shanks from Mountain True to designate the stretch of Pacolet River from the Barns to the Church as an educational and interactive Riparian Buffer Zone for the public to learn the critical role these zones along riverbanks provide i.e. flora & fauna, filter pollutants from runoff, stabilize banks to prevent erosion, provide wildlife habitat. This zone would be bordered by a split-rail fence providing limited access to protected areas with access points remaining for public access to the river in designated areas. This project would be funded thru grants facilitated by Kelly Gaye with Polk County Soil and Water Conservation Board.

Gordon would also like some tree identification markers highlighting the American Chestnut Trees located near the maintenance shop and is reaching out to the American Chestnut Tree Society regarding potential funding.

Chairman Watson has some concept concerns and would like to see a layout and fence design.

Covil wants to see signage examples

Glasscock has questions on long term maintenance and who maintains.

Board would like to see a proposal, Gordon will gather this for the board

Open Air Gym Gutters

Gordon Reporting: He has reached out to 3-4 companies, one never called back. Received a quote from J. Blair Gutters in the amount of \$7,556.

Breakdown: Boom Truck-\$400; 88’ of Gutters and (4) 6” Downspouts-\$1900. 295’ of underground drainage (needs retrenching) \$5200.

Chairman Watson has requested additional estimates, item tabled for now.

Harmon Field Baseball Updates:

Gordon Reporting:

Gordon has been invited to a Polk County Youth Baseball board meeting by Miles Bell to discuss Harmon Field usage and requirements needed by the organization. Gordon has invited Town

Harmon Field Board of Supervisors

February 10, 2026 Minutes

Manager Jim Fatland to attend. A primary need by the organization is a concession stand. Gordon discussed with Chairman Watson and they toured the facility and it has been determined that the site needs a thorough clean, minor sheetrock repairs, electrical clean-up, replacement of counters and service windows. Gordon also added the exterior should be painted to match the existing small maintenance shop.

Nelson made a motion to move forward with clean-up and minor repairs not to exceed \$500.

Sloan seconded the motion. Motion was approved by a vote 5 to 0

Gordon is working with Town Manager Fatland to obtain quotes for Baseball Field A- to include the following: Scoreboard remote, Fence safety topper, Shade sails for dugouts.

Additionally Gordon is working on obtaining quotes for upgrades to Baseball field B to include: Shade sails, Foul post, Scoreboard remote or new scoreboard, Fence safety topper. The fence topper on Baseball field B is needed immediately to ensure player safety as there is no topper currently installed. Installation would be on one side of the field and the dugout area (approx. 238'), with an estimated cost of \$800. Chairman Watson would like to know the anticipated revenue for baseball this year and if it would cover the cost. Gordon was unsure of revenue totals and would have to look back on prior years, Gordon said Harmon Field may not recoup the cost this year but it is a viable and needed investment. The topper would need to be in place by April for the spring season, Board feels it will have a better picture of the financials in March, decision to spend \$800. is tabled until March.

Harmon Field Half Marathon & Fun Run

71 sign-ups so far, sponsorships have reached \$10,150. And sponsorship drive is currently closed, donations received-\$605.

Race time limit has been extended by 1 hour to accommodate a walking group.

DOT road closure agreement is in place.

Park Superintendent Report & Recovery Updates

*Park was closed January 24-February 5 due to ice/snow storms

*Staff completed installation of equestrian riding ring fencing in coordination with Pace Land Management and Fencing

*Work has commenced on removing barn doors in barns 3 and 4

*All work at Baseball field A is complete and staff will be mulching trees in that area

*Staff is currently cleaning mowers and equipment in preparation for spring

*Gordon, Town Manager Fatland and Chairman Watson are scheduled to meet with Will Rice on February 10 to discuss matters related to the Community Center-

Chairman Watson reviewed a mockup of the contractual agreement from Architecture Unlimited and feels parts are vague, he gave a list of things to the firm that he wants to see included:

includes everything from design to build, plans should include 2 variations that the board would have input in creating, ensuring board/community involvement throughout the process

Upcoming Events:

March 1-Pack Test for Wildland Firefighters

March 28-One-Day Horse Show (first since Helene)

April 4- Tryon Fire Department Easter Egg Hunt

April 25-Harmon Field Half Marathon & Fun Run

May 9-Harmon Field Flea Market Fundraiser

July 18-Harmon Field "Christmas in July" Kids Market Fundraiser

Harmon Field Board of Supervisors

February 10, 2026 Minutes

Gordon is working on plans for adult kickball fundraiser tournament slated for this summer-tournament will be held over the course of a weekend, each team will have a different color shirt w/ Harmon Field Kickball logo, winning team will receive medals displaying the same logo. Gordon coordinating with HF Marathon committee to seek sponsorships to offset any costs

Helene Recovery Updates

The 428 Project remains in progress through the FEMA review process

The following items remain pending: Walking path repaving, Contents, The 428 Project

Other

Dead Elm Tree near horse barn #4 which is a liability and needs to be removed. Gordon has received 1 quote for \$4,700. Gordon has asked the Board to set a limit so he can gather more quotes and will know the budget for removal of dead tree adhering to the Towns procurement policy. Chairman Watson stated they need set a “fall zone” blocked off to park visitors for everyone’s safety. Chairman Watson also stated to be sure the hired tree company has liability/workman’s comp insurance. Nelson made a motion to set the limit at \$5,000. Glasscock seconded the motion. Motion was approved by a vote 5 to 0

Dog Park: Chad Lawson-Tryon resident, is a frequent user of the dog park and asks if hooks and a shelf can be added back to the large dog park area for owners to place leashes and belongings while using the facility. Chairman Watson recommends Mr. Lawson coordinate with Gordon to get these requests in place. Another Tryon resident expressed concern that dog bowls/buckets keep disappearing-Gordon reiterated that food/water vessels are not allowed in the dog parks due to the spread of disease and Park Staff is directed to remove. Gordon recommends that dog park users bring their own portable drinking vessel and take it with them when they leave. The same resident expressed concern about the holes, created by dogs and needing to be filled. He is willing to volunteer to fill holes if there is a place close by where he can fill a bucket with dirt and fill. Gordon stated he will add a pile of dirt for this purpose, in a convenient location

Agenda Addition 1B- Parties banned from Harmon Field- (Helene Related)

Parties banned from Harmon Field- (Helene Related) Chairman Watson reporting: He personally knows this couple, post Helene they entered through the main entrance and continued through an area where the orange netting had come down, they claim there were no visible no trespassing signs so they proceeded to walk along the path adjacent to the river where they were approached by a Town of Tryon Police Officer who told them they were trespassing, would need to write them a citation and told them were banned from Harmon Field for life. The officer did not issue a citation but was firm in implementing the ban. Chairman Watson understands that quite a few people were trespassing at Harmon Field in the aftermath and that it was safety risk and liability but wishes the officer had used more discretion in this case. Chairman Watson would like to put forth a resolution to pardon the Hurricane Helene period trespassers who were not charged with any criminal or civil offenses. Covil replied to Chairman Watson to refer to the HF By-Laws, he states that according to the By-Laws the only people that can ban individuals from HF is the Board. Covil states that the Police can not ban anyone from Harmon Field and the only people that can forgive a ban is the Board, according to the By-Laws. Gordon responded that he is going to review the By-Laws with the Police Chief and discuss the trespass laws, according to trespass

law, since the Police are the ones that passed the trespass, they are the ones that would have to rescind the trespass. The Board can make a recommendation to the police to remove the trespass. Gordon will relay the wishes of the board to remove the trespass to the Police Chief and Town Manager Fatland. Chairman Watson resolves to make a motion to pardon any Helene trespassers who were not criminally charged. The Board was all in favor 5-0

Meeting was adjourned at 7:20 by Chairman Watson

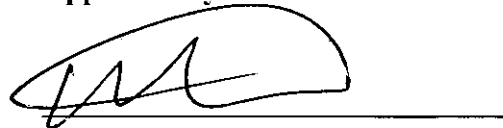
Submitted By:



Rick Covil

Secretary/Treasurer

Approved By:



Warren Watson

Chairman

**TOWN OF TRYON
PUBLIC WORKS AND UTILITIES COMMITTEE
MINUTES
THURSDAY, MARCH 5, 2026
4PM
TOWN HALL ENGINEERING CONFERENCE ROOM**

Chairman Skip Crowe called the Public Works and Utilities Committee meeting to order at 4:00PM in the Town Hall Engineering Conference Room.

Committee Members Present: Town Board of Commissioners Skip Crowe and Julie Lambakis, David Delancey

Absent: Tim McNull, Stan Gibson, Dr. Warren Carson

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

Lake Lanier Dam Rehab Project

Fatland reported that the Town was awarded a grant for design engineering for the Lake Lanier Dam Rehab Project. The grant award is \$4362,658 representing 65% of the project cost. The local share is 35% or \$250,000.

RFQ for Engineering Services have been sent out to several firms.

Jervey Road Sewer Project

Fatland reported that the North Carolina Department of Public Safety Emergency Management has awarded a grant in the amount of \$239,800. No local match requirement. Summitt Engineering is the engineer for this project.

Sourwood Ridge and Hwy 176 Water Main

Fatland reported that the North Carolina Department of Public Safety Emergency Management has awarded a grant in the amount of \$953,805. No local match requirement. Summitt Engineering is the engineer for this project.

Asset Inventory Assessment (AIA) Grant Application

Fatland reported that the Town Board at their regularly scheduled meeting February 17, 2026 authorized applying for grant funds for Asset Inventory Assessment for the Water Treatment Plant and Sewer Plant. Withers Ravenel will be preparing applications for the April 30, 2026 deadline. Maximum grant for both Water and Sewer Plants is \$400,000.

Harmon Field Community Center

Fatland reported that the Town of Tryon and Harmon Field Board of Supervisors approved the hiring of AU Architects to design the Harmon Field Community Center. The initial phase is the conceptual design. The Town has applied for FEMA funding from Helene Storm damages totaling \$1.2 million which will be applied to this project.

Lake Lanier Dam Pump Station-Emergency Repair

Fatland reported that one of the pumps at the Lake Lanier Dam was down and needs replacement. This is a raw water pump providing water to the Water Treatment Plant. The pump was purchased in 2000. The estimated cost for this emergency repair is \$102,000.

Saluda Grade Trail

Fatland reported that the Town Board of Commissioners approved the submittal of the Saluda Grade Trail Project to Congressman Tim Moore's office for funding under the Congressional Direct Spending Program. The estimated cost for the 1.9-mile portion of the trail from the South Carolina State Line to Lockhart Street is \$3.0 million.

NC Land Water Conservation Planning Grant Pacolet River/Vaughn Creek

Fatland reported that the Tryon Board of Commissioners approved a planning grant with Conserving Carolina to add Vaughn Creek to the Pacolet and Green River for stream restoration. The local match is \$10,000. Once completed, Conserving Carolina will apply for stream restoration construction funds. There is no local match for stream restoration provided the Town grants a 50 foot easement on both sides of Vaughn Creek.

Other

None

Adjournment

Seeing no other business, Chairman Skip Crow adjourned the meeting at 5:12PM

NAME	YEARS	Dec-25	Jan-26	Feb-26	Mar-26
12, SIRENS LLC	2025	22.29	22.74	22.91	23.09
188 GRADY AVE LLC	2025	21.94	22.38	22.55	22.72
486, SOUTH TRADE VENTURES LLC	2025	1,308.68	1334.85	1344.86	1354.95
A MACCHERONE, LLC	2016	378.63	380.77	381.26	383.43
ADVANTAGE ASHEVILLE LLC	2025	31.94	32.59	32.84	33.09
AMPAR, DISTRIBUTION LLC	2025	30.15	30.76	31	31.24
ARNDT, BRITTAIN	2024-2025	38.57	39.07	39.25	39.53
AUSTIN, DALE	2015-2025	170.13	171.35	171.73	172.82
BROOKS TAVERN OF TRYON LLC	2025	112.00	114.25	115.11	115.97
CAFÉ LA GAULE	2019-2024	126.22	127.08	127.27	128.14
CANNADY, ELSIE HEIRS	2025	102.07	104.11	104.89	105.67
COMPASS GROUP USA, INC	2025	28.41	28.98	29.19	29.41
COONS, KATHRYN	2025	65.31	66.62	67.12	67.63
COOPER, ELSIE	2024-2025	454	459.75	461.94	465.4
DAYSTAR ENTERPRISES	2019	236.14	237.69	238.21	239.77
DE, LA OSA ALBERTINA	2025	1552.18	1583.22	11.88	11.97
DURBIN, ERNESTINE	2025	2440.28	2489.09	2507.76	2526.57
EHG APPRAISAL	2020-2022	36.64	36.89	36.95	37.2
FOOTHILLS GYMNASIAC ACADEMY	2022-2023	80.24	80.82	81.03	81.63
FREDRICKS DESIGN STUDIO	2025	9.51	9.69	9.77	9.85
GARDEN GATE PROPERTIES LLC	2025	4078.42	4159.99	4191.19	4222.63
GE CAPITAL	2017-2018	74.68	75.14	75.26	75.72
GLENN, MATTIE	2025	29.5	30.09	30.31	30.53
GRAFF, MICHAEL	2025	2,583.94	2635.62	2655.39	2675.31
GUAGIARDO, CHERYL	2025	42.35	43.2	43.52	43.84
HARTWICK, GARY	2025	1267.94	1293.3	1303	1312.77
HTHC., LLC	2017	176.53	177.65	177.93	179.05
JACKSON, MARY	2025	68.68	70.05	70.57	71.09
JAMEELA, LLC	2025	55.29	56.4	56.82	57.24
KING HOME SERVICES 24 LLC	2025	522.75	533.2	537.2	541.23
KOPERWHATS, MICHAEL	2025	173.43	176.9	178.23	179.57
LA BOUTEILLE	2017-2018	20.84	20.97	21.01	21.14
LUBIN, EDWARD	2025	5.38	5.49	5.53	5.57
MELROSE INN	2018	127.21	127.98	128.24	129.03
MILLER, COREY	2025	573.28	584.75	589.14	156.11
NANA'S KITCHEN	2025	26.58	27.11	27.31	27.51
NEW, TESTAMENT CHURCH OF GOD	2023-2025	259.56	262.34	263.4	265.39
OVERHOLT BRICK & BLOCK	2025	29.34	29.93	30.15	30.37
OZONE WATER	2018-2019	19.98	20.09	20.09	20.2
PAWNEE LEASING GROUP	2025	206.81	210.94	212.53	214.12
PENELOPE, PADGETT	2022-2023	29.99	30.2	30.28	30.49
PROPERTY LINE LLC	2024-2025	3487.85	3535.19	57.41	46.84
PURE SKIN ESTHETICS	2025	21.98	22.41	22.57	22.73
SHEAR MAGIC	2025	16.57	16.9	17.02	17.14

STEWART LAND COMPANY	2025	1,351.09	1378.12	1388.46	1398.87
STYLES ON NORTH TRADE	2020-2021	47.67	47.99	48.09	48.42
SWIFT, ANDREW	2025	993.24	1013.11	1020.7	1028.35
THOUSAND PINES CO	2025	5.32	5.42	5.45	5.48
TEVIS, TROY	2023-2024	6.69	6.74	6.84	6.89
TRYON HEALTH & FITNESS	2025	163.39	166.67	167.92	169.18
TOWN OF TRYON	2019-2021	4622.74	4651.68	4660.77	4689.97
TRYON POINT ORTHODONTIC	2016	354.26	356.28	356.74	358.77
TRYON LOGISTICS	2021-2025	163.95	165.39	165.86	167.01
TRYON NEWSMEDIA LLC	2025	3195.71	3259.62	3284.07	47.04
US BANK NATIONAL ASSOCIATION	2025	152.19	155.24	156.39	157.56
WALKER, PEGGY	2025	1660.85	1694.08	33.48	33.73
WALTER, MARK	2025	2540.94	2591.76	2611.2	2630.78
WILLIAMS, ELLA	2025	59.32	60.5	60.96	61.42
WORLAND, NANCY	2025	1300.99	1327.01	1336.96	1346.99

37,762.56 38398.15 31885.51 28406.16

		Dec-25	Jan-26	Feb-26	Mar-26
ALDRIDGE, DWANDA	2021-2024	595.62	601.02	603.03	607.41
ASIAN FUSION INC	2021-2025	3713.24	3768.97	3793.71	3822.17
DEE DEE INVESTMENTS LLC	2024	2132.66	2171.04	2183.42	2199.8
FORNEY, MICHAEL	2023-2025	793.04	803.01	806.98	813.03
FRINK, ARCHIE, EST	2015-2025	582.5	586.82	588.27	592.2
GARY, MARIAH	2023-2025	2226.91	2252.17	2261.77	2278.74
GLENN, DORRIS E HEIRS	2023-2025	892.03	902.67	906.86	913.67
GNH enterprises LLC	2015-2025	1362.08	1374.95	1379.81	1390.16
GOSNELL, JUNIOR	2023-2025	508.95	513.22	514.81	518.66
GOSNELL, MARJORIE S ESTATE	2023-2024	1147.09	1163.5	1169.77	1178.54
HEYWOOD, HANNON	2022-2025	1980.89	2001.67	2010.91	2025.75
JOHNSON, WILLIAM ET NANCY JOHNSON	2022-2025	814.95	826.77	831.32	837.55
JOHNSON, ROMNEY	2015-2025	326.6	329.04	329.86	332.06
SUBER CHARLES	2022-2025	1135.62	1151.65	1158.23	763.91
TRAKAS, NICHOLAS	2024-2025	5182.83	5254.95	5282.49	5322.11
TWITTY, MARY /THERESE	2024-2025	640.64	649.57	652.97	657.87
WADDELL, VIOLA	2015-2025	415.35	418.49	419.52	422.29
WINGO, WILLIE LEWIS	2023-2025	1123.69	1139.61	1146.13	1154.73

25574.69 25909.12 26039.86 25830.65

		Dec-25	Jan-26	Feb-26	Mar-26
GREEN, ROSLYN	2024-2025	609.86	583.08	587.75	592.15
FANT, GEORGE	2025	428.91	437.49	365.21	267.2
HANNON, LARRY	2024-2025	67.10	67.98	48.34	48.7
HENDERSON, MARY ANN HEIRS	2024-2025	932.21	924.14	707.91	713.22
WHITESIDE, EDNEY	2025	401.70	409.74	362.44	365.16
YOUNG, KEITH	2025	851.50	768.53	674.29	679.35
		2681.42	2607.88	2745.94	2665.78

		Dec-25	Jan-26	Feb-26	Mar-26
ASHLEY, DONNA	2025	243.80	248.67	250.54	252.42
CUNNINGHAM, LORENA C/O ANGELA					
WILLIAMS	2024-2025	476.11	485.6	489.28	492.95
EL SURENO INC	2025	98.62	100.58	101.33	102.08
		818.53	834.85	841.15	847.45

		Dec-25	Jan-26	Feb-26	Mar-26
BARRIER, BOBBY	2024-2025	673.02	680.07	682.76	687.87
BURNS, LOUIS NATHANIAL	2025	82.24	83.88	84.51	85.14
CARSON, LIONEL	2025	281.45	287.08	289.23	291.4
CHIMALPOPOCA, JOSE	2025	866.18	883.51	890.13	896.81
CROWE, ATTIS	2025	578.82	590.4	11.67	11.76
D'ARBANVILLE, PATRICIA	2025	1,363.38	1390.64	1401.07	1411.58
DURHAM, HOMER	2025	160.44	163.65	164.88	166.12
ENRICO, DORTHY	2025	2496.02	2545.94	2565.04	2584.28
HALBKAT, STANLEY	2025	101.00	103.02	103.79	104.57
HARMON, JEFFERY	2025	2,168.15	2211.52	2228.11	16.71
HILL, DAVID	2025	86.12	87.85	88.51	89.17
HYDER, WILLIAM	2016-2022	596.63	600.44	601.6	605.47
INFANTE, NORA	2,025.00	2,593.94	2645.82	2665.66	2685.65
LAWSON, JANET	2025	1,717.71	1752.07	1765.21	1778.45
LITTLE, JAMES HENRY JR	2020-2025	107.07	107.98	108.3	109.08
LITTLEJOHN, ANN	2022-2025	1,524.81	1539.6	1545.16	1556.57
MATHEWS, JAMES	2024-2025	892.78	909.47	916.99	923.87
MCDOWELL, THEODORE Jeanal mcdowell	2021-2025	1,572.27	1585.28	1590.24	1601.97
MCENTIRE, CAROLE	2,025.00	788.89	804.67	810.71	816.79
MILLER, SARAH	2025	905.60	923.71	729.14	322.32
MORGAN, ROBERT	2025	1,242.56	1267.41	1276.92	1286.5
PARKER, MARY	2025	3,109.33	3171.51	3195.29	3219.26
PENA, DAVID	2025	1,300.10	1326.1	1336.04	1346.06

C/O THELMA TABORN	2025	65.13	66.43	66.93	67.43
ROMAN, ISREAL	2025	1,325.06	1351.56	1361.7	1371.91
STALEY, WANDA	2025	66.72	68.06	68.57	69.08
STEVENS, ASHLEY	2024-2025	2,047.29	2087.44	2103.58	2119.35
SUBER, APPRIEL	2025	338.30	345.06	347.65	350.26
SUBER, CLARA	2024-2025	429.57	435.58	439.07	442.37
TABORN, CAROLINE	2025	54.25	55.33	55.74	56.16
TWITTY, JOSHUA	2025	101.15	103.16	103.94	104.73
WILSON, JOE	2025	68.05	69.42	69.94	70.46
		29,704.03	30243.66	29668.08	27249.15

Totals		93,859.81	95,385.78	88,434.60	84,999.19
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**TOWN OF TRYON
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING**

2/28/2026

GENERAL FUND

REVENUES	2/28/2026		UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR
	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE			ACTUAL TO DATE
Property Tax Revenue--Current	\$ 1,285,592	\$ 1,236,942	\$ 48,650	96.22%	
Property Tax Revenue--first prior	5,000	11,364	\$ (6,364)	227.28%	
Property Tax Rev--next 8 yrs	5,000	7,722	\$ (2,722)	154.45%	
Property Tax Discts	(10,000)	(14,823)	\$ 4,823	148.23%	
MV Tax Revenue--Current	90,000	64,467	\$ 25,533	71.63%	
Tax Interest	1,000	310	\$ 690	30.98%	
Local Option S.Tax Rev--Art 39	215,000	129,181	\$ 85,819	60.08%	
Local Option S.Tax Rev--Art 40	150,000	80,682	\$ 69,319	53.79%	
Local Option S.Tax Rev--Art 42	105,000	64,488	\$ 40,512	61.42%	
Local Option S.Tax Rev--Art 44	75,000	40,551	\$ 34,449	54.07%	
City Hold Harmless	160,000	82,005	\$ 77,995	51.25%	
Beer, Wine Tax	6,100	-	\$ 6,100	0.00%	
Utility Franchise Tax	140,000	75,268	\$ 64,732	53.76%	
COLLECTIONS CLEARING	-	(95)	\$ 95	0.00%	
INTERFUND TRANSFER--TOURISM	21,000	-	\$ 21,000	0.00%	
Rents	14,000	8,044	\$ 5,956	57.46%	
Transfer In Police Pension Trust Fund	18,071	-	\$ 18,071	0.00%	
Other Revenue	14,500	15,163	\$ (663)	104.57%	
Investment Earnings	82,100	76,639	\$ 5,461	93.35%	
Local Contributions		350			
Controlled Substance Tax	-	291	\$ (291)	0.00%	
Accident Reports	-	101	\$ (101)	0.00%	
Police Court Fees	-	176	\$ (176)	0.00%	
OTHER REVENUE - POLICE	-	350	\$ (350)	0.00%	
Zoning Permits	5,000	4,725	\$ 275	94.50%	
	\$ 2,382,363	\$ 1,883,902	\$ 498,811	79.08%	\$ -

<i>EXPENDITURES & ENCUMBRANCES</i>	7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR
	BUDGET	DATE	TO DATE	DATE		ACTUAL
GOVERNING BODY	\$ 63,800	\$ 43,238	\$ -	\$ 20,562	67.77%	
ADMINISTRATION	782,483	438,809	32,317	\$ 311,357	60.21%	
POLICE	868,318	588,968	4,261	\$ 275,089	68.32%	
STREET	605,239	391,641	4,690	\$ 208,908	65.48%	
PARKS & CEMETERY	14,500	464	-	\$ 14,036	3.20%	
PLANNING/ZONING	-	-	-	\$ -	0.00%	
DEBT	28,023	16,347	-	\$ 11,676	58.33%	
TRANSFER OUT	20,000	-	-	\$ 20,000	0.00%	
	<u>\$ 2,382,363</u>	<u>\$ 1,479,467</u>	<u>\$ 41,269</u>	<u>\$ 861,627</u>	<u>63.83%</u>	<u>\$ -</u>
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 404,434				\$ -

POLICE PENSION FUND

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR	
	BUDGET	DATE	TO DATE	COLLECTED %	ACTUAL	
Investment Earnings	\$ 1,200		\$ 1,200			
APPROPRIATION FROM FUND BALANCE	\$ 16,871		\$ 16,871	0.00%		
	<u>\$ 18,071</u>	<u>\$ -</u>	<u>\$ 18,071</u>	<u>0.00%</u>	<u>\$ -</u>	
					#REF!	
<i>EXPENDITURES & ENCUMBRANCES</i>	7/1/25-6/30/26	SPENT TO	ENCUMBRANCES	UNSPENT TO	YTD SPENT %	PRIOR YEAR
	BUDGET	DATE	TO DATE	DATE		ACTUAL
TRANSFER OUT	\$ 18,071		\$ -	\$ 18,071	0.00%	
	<u>\$ 18,071</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,071</u>	<u>0.00%</u>	<u>\$ -</u>
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ -				\$ -

POWELL BILL FUND

<i>REVENUES</i>	7/1/25-6/30/26		COLLECTED TO		UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR
	BUDGET		DATE				ACTUAL TO DATE
POWELL BILL ALLOCATION	\$ 80,000	\$	81,499		\$ (1,499)	101.87%	
INVESTMENT EARNINGS	-		39		(39)	0.00%	
	\$ 80,000	\$	81,539		\$ (1,539)	101.92%	\$ -

<i>EXPENDITURES & ENCUMBRANCES</i>	7/1/25-6/30/26		SPENT TO		ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR
	BUDGET		DATE					ACTUAL TO DATE
OPERATING EXPENSES	\$ 80,000	\$	79,545	\$ -	\$ 455	99.43%		
					-	0.00%		
	\$ 80,000	\$	79,545		\$ 455	99.43%	\$ -	
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$	1,994				\$ -	

**used to pave School St.

FIRE FUND

<i>REVENUES</i>	7/1/25-6/30/26		COLLECTED TO		UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR
	BUDGET		DATE				ACTUAL TO DATE
Property Tax Revenue, Current	\$ 270,000	\$	299,579		\$ (29,579)	110.96%	
Property Tax Revenue, First prior	1,000		2,427		(1,427)	242.69%	
Prop Tax Revenue, Next 8 yrs	1,000		2,479		(1,479)	247.90%	
Property Tax Discounts	(2,700)		(3,597)		897	133.21%	
MV Tax Revenue, Current yr	29,000		21,715		7,285	74.88%	
Township Tax Revenue, Current	485,000		504,215		(19,215)	103.96%	
Township Tax Rev, Prior yrs	46,000		53,072		(7,072)	115.37%	
Tax Interest	150		71		79	47.23%	
Lake Lanier Tax Revenue	140,000		59,500				
Office State Fire Marshal Grant	-		50,000				
Mics. Revenue (Parade Fund)	5,735		5,735				
Other Revenue			1,170				
Investment Earnings	100		57				
Local Contributions	-		3,974				

Appropriation from Fund Balance

	42,000	-			
	\$ 1,017,285	\$ 1,000,396	\$ (50,511)	98.34%	\$ -

<i>EXPENDITURES & 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	\$ 909,050	\$ 592,017	\$ 8,236	\$ 308,796	66.03%	
CAPITAL EQUIPMENT	\$ -	\$ 32,810				
DEBT	102,500	62,748		39,752	61.22%	
	\$ 1,011,550	\$ 687,575		\$ 348,548	67.97%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 312,820				\$ -

HARMON FIELD FUND

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	DATE	TO DATE	COLLECTED %	
					TO DATE
MV Tax Revenue, Current yr	\$ 17,000	\$ 11,671	\$ 5,329	68.66%	
Township Tax Revenue, Current	254,500	257,704	(3,204)	101.26%	
Township Tax Revenue, Prior yrs	2,500	24,288	(21,788)	971.50%	
Polk Cty Grant, HF	45,000	45,000	-	100.00%	
Harmon Field Usage		2,070			
Investment Earnings	840	646	194	76.87%	
Harmon Half		10,875			
Recreation Donations		3,850			
Appropriation from Fund Balance	20,500	-	20,500	0.00%	
	\$ 340,340	\$ 356,103	\$ 1,032	104.63%	\$ -

*Donations are for benches at HF

<i>EXPENDITURES & 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	\$ 326,940	\$ 192,492	\$ 1,750	\$ 132,698	59.41%	
DEBT	5,400	3,563		1,837	65.98%	
HORSE SHOWS	23,122	22,939	1,179			
CAPITAL OUTLAY	-	-				
CAPITAL EQUIPMENT	-	-				
	\$ 355,462	\$ 218,994	\$ 2,929	\$ 134,535	62.43%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 137,109				\$ -

TOURISM FUND

<i>REVENUES</i>	7/1/25-6/30/26		COLLECTED TO		UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR
	BUDGET		DATE				ACTUAL TO DATE
OCCUPANCY TAXES	\$ 20,000	\$	12,729		\$ 7,271	63.64%	
APPROPRIATION FROM FUND BALANCE	26,000				26,000	0.00%	
	\$ 46,000	\$	12,729		\$ 33,271	27.67%	\$ -

<i>EXPENDITURES & ENCUMBRANCES</i>	7/1/25-6/30/26		SPENT TO		ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR
	BUDGET		DATE					ACTUAL TO DATE
PERSONNEL & OPERATING EXPENSES	\$ 46,000	\$	20,555	\$ -		\$ 25,445	44.68%	
DEBT	-	\$	-					
CAPITAL OUTLAY						-	0.00%	
	\$ 46,000	\$	20,555			\$ 25,445	44.68%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$	(7,826)					\$ -

WATER/SEWER FUND

<i>REVENUES</i>	7/1/25-6/30/26		COLLECTED TO		UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR
	BUDGET		DATE				ACTUAL TO DATE
Utility Penalties, NSF Charges	\$ 20,000	\$	13,955		\$ 6,045	69.78%	
INTERFUND Rev, W/S Firemen	5,000		-		5,000	0.00%	
Water Charges	1,380,000		977,777				
Water Tap, Connect Fees	2,000		2,875		(875)	143.75%	
Reconnect Fees	4,000		4530.00		(530)	113.25%	
INTERFUND Firemen	5,000		-				
Sewer Charges	575,000		407,339				
Sewer Tap, Connect Fees	1,000		-				
Collections Clearing (Insurance \$ for WWTP)			14,723				
Appropriation from Fund Balance	163,600		-		163,600	0.00%	
	\$ 2,155,600	\$	1,421,200		\$ 173,240	65.93%	\$ -

<i>EXPENDITURES & 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
DISTRIBUTION	\$ 473,232	\$ 342,839	\$ 32,103	\$ 98,291	79.23%	
WATER PLANT	748,236	403,458	34,019	310,759	58.47%	
SEWER PLANT	465,015	421,401	37,308	6,306	98.64%	
COLLECTIONS	234,755	170,865	1,755	62,135	73.53%	
AUTOMATED METER FEES						
DEBT	234,362	36,700		197,662	15.66%	
TRANSFER OUT	-	-		-	0.00%	
CONTRIBUTION TO FUND BALANCE	-			-	0.00%	
.	\$ 2,155,600	\$ 1,375,262	\$ 105,184	\$ 675,154	68.68%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 45,938				\$ -

WATER METER FUND

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	DATE	TO DATE	COLLECTED %	
					TO DATE
AUTOMATED METER FEES	45,500	29,670	15,830	65.21%	
INVESTMENT EARNINGS	4,500	3,181	1,319	70.69%	
APPROPRIATION FROM FUND BALANCE	-		-	0.00%	
.	\$ 50,000	\$ 32,851	\$ 17,149	65.70%	\$ -

<i>EXPENDITURES & 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
AUTOMATED METER FEES	50,000	11,980	5	38,015	23.97%	
.	\$ 50,000	\$ 11,980		\$ 38,015	23.96%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 20,871				\$ -

BRAEWICK SEWER REHAB PROJECT

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	DATE	TO DATE	COLLECTED %	
					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	-			
	\$ 3,275,752	\$ 2,933,302	\$ 322,450	89.55%	\$ -

	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES						
CONSTRUCTION REHAB	3,064,468	2,352,337		712,131	76.76%	
PROF. SERVICES, ENGINEERING	191,284	316,077		(124,793)		
LOAN CLOSING FEES	20,000	32,247				
.						
	\$ 3,275,752	\$ 2,700,660		\$ 587,339	82.44%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 232,642				\$ -

WATER MAPPING PROJECT

	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR ACTUAL TO DATE
REVENUES					
ARPA AMERICAN RESCUE PLAN GRANT	254,500	225,415	29,085	88.57%	
	\$ 254,500	\$ 225,415	\$ 29,085	88.57%	\$ -

	7/1/25-6/30/26 BUDGET	SPENT TO DATE	ENCUMBRANCES TO DATE	UNSPENT TO DATE	YTD SPENT %	PRIOR YEAR ACTUAL TO DATE
EXPENDITURES & ENCUMBRANCES						
PROF. SERVICES, ENGINEERING	254,500	88,180		166,320	34.65%	
.						
	\$ 254,500	\$ 88,180		\$ 166,320	34.65%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 137,235				\$ -

SEWER 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	232,400	29,100	88.87%	
	\$ 261,500	\$ 232,400	\$ 29,100	88.87%	\$ -

<i>EXPENDITURES & 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	261,500	100,530		160,970	38.44%	
.	\$ 261,500	\$ 100,530		\$ 160,970	38.44%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)	\$ -	\$ 131,870				\$ -

SANITATION FUND

<i>REVENUES</i>	7/1/25-6/30/26 BUDGET	COLLECTED TO DATE	UNCOLLECTED TO DATE	YTD COLLECTED %	PRIOR YEAR ACTUAL TO DATE
SANITATION CHARGES	\$ 309,000	\$ 210,995	\$ 98,005	68.28%	
OTHER REVENUES	450	786	(336)	174.74%	
SOLID WASTE	600	641	(41)	106.89%	
APPROPRIATION FROM FUND BALANCE	-		-	0.00%	
	\$ 310,050	\$ 212,422	\$ 97,628	68.51%	\$ -

<i>EXPENDITURES & 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
PERSONNEL & OPERATING EXPENSES	\$ 297,169	\$ 192,416	\$ 2,402	\$ 102,351	65.56%	
DEBT	12,881	-		12,881	0.00%	
Debt-GAAP Offset						
CONTRIBUTION TO FUND BALANCE				-	0.00%	
	\$ 310,050	\$ 192,416	\$ 2,402	\$ 115,232	62.83%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ 20,007				\$ -

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%	
Local Contributions, Grants	\$ 15,300	\$ 6,695			
Rogers Park Donations	\$ 4,500	\$ 2,700			
Morris Donations		\$ 650			
Appropriation from Fund Balance	\$ 10,000	\$ -			
	\$ 34,800	\$ 10,045	\$ 5,000	28.87%	\$ -

<i>EXPENDITURES & 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
CONTRACTED SERVICES	\$ 1,000	857				
SPECIAL EVENT EXPENSES		6695				
CAPITAL OUTLAY	\$ 16,500	\$ 7,152	\$ 7,152	\$ 2,196	86.69%	
CAPITAL EQUIPMENT	2,000	-		2,000	0.00%	
	\$ 18,500	\$ 14,704	\$ 7,152	\$ 4,196	118.14%	\$ -
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ (4,659)				\$ -

CEMETERY

<i>REVENUES</i>	7/1/25-6/30/26	COLLECTED TO	UNCOLLECTED	YTD	PRIOR YEAR
	BUDGET	DATE	TO DATE	COLLECTED %	ACTUAL TO DATE
Local Contributions, Grants	\$ 8,800	\$ -			
APPROPRIATION OF FUND BALANCE	\$ 15,000	\$ -	\$ 15,000	0.00%	
	\$ 23,800	\$ -	\$ 15,000	0.00%	\$ -

<i>EXPENDITURES & 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
SUPPLIES/MATERIALS	\$ 5,000	0				
CONTRACTED SERVICES	18,800	6,953	15,274	(3,427)	118.23%	
	<u>\$ 23,800</u>	<u>\$ 6,953</u>		<u>\$ (3,427)</u>	<u>29.21%</u>	<u>\$ -</u>
NET REVENUE LESS EXPENDITURES (DEFICIT)		\$ (6,953)				\$ -



	7/1/25-6/30/26 BUDGET
GENERAL FUND	\$ 2,412,363
POLICE PENSION FUND	\$ 18,071
CULTURE & RECREATION	\$ 34,800
POWELL BILL FUND	\$ 80,000
TOURISM DEVELOPMENT FUND	\$ 46,000
SANITATION FUND	\$ 310,050
WATER & SEWER FUND	\$ 2,230,600
WATER METER FUND	\$ 50,000
FIRE DEPARTMENT FUND	\$ 1,017,285
HARMON FIELD FUND	\$ 384,207
	<u>\$ 6,583,376</u>
BRAEWICK SEWER REHAB PROJECT	\$ 3,275,752
WATER MAPPING PROJECT	\$ 254,500
SEWER MAPPING PROJECT	\$ 261,500
SPECIAL PROJECT FUNDS	\$ 3,791,752

TOWN OF TRYON
GRANT STATUS REPORT

JANUARY 01, 2023 THRU
FEBRUARY 28, 2026

PROJECT	FUND	FUND NUMBER	GRANT NUMBER	GRANT AMOUNT	LOCAL SHARE	GRANTOR	STATUS
Braewick Sewer Rehab Project	Water & Sewer	62	DWI: CS37620-02	\$2,643,397	\$612,355	NC DENR SRF AND ARP	AWARDED
			VUR-W-ARP-0012 CFDA: SRF 66-458/ARP			LOCAL SHARE: SRF LOAN 20- YEARS 0.18%	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	NC DENR SRF	AWARDED
Asset Inventory Sewer System Mapping	Water & Sewer	66	VUR-AIA-W-ARP-0008 WR# 08190800.01	\$261,500	\$0	NC DENR 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	STATE OF NORTH \$0 CAROLINA	AWARDED: STATE BUDGET ADOPTED 9/22/23
				\$2,304.878/3 = \$768,292	STATE LEGISLATIVE APPROVAL JULY 2024; CLOSEOUT IN PROCESS
Electric Charging Station at Depot Park	General	10	\$22,500	STATE OF NORTH \$7,500 CAROLINA	AWARDED NOTE: TOURISM, TDDA & TOWN \$2,500 EACH
Electric Charging Station at Depot Park	General	10	\$2,500	TDDA	
Electric Charging Station at Depot Park	General	10	\$2,500	TOURISM BOARD	
Saluda Grade Trail	General	10	TBD	FEDERAL GOVERNMENT \$0 COMPENSATION	PENDING
SAFE Grant (3-year salary/benefits for firefighter)	Fire Dept	20	\$0	\$0 FEMA	NOT APPROVED
Paving Access Roads/Parking Lots at Harmon Field	Harmon Field	25	\$137,300	POLK COUNTY AND TOWN OF TRYON \$68.650 EACH	APPROVED BY COUNTY AND TOWN
Harmon Field Maintenance Improvements	Harmon Field	25	\$10,000	TOWN OF TRYON \$10,000 GRANT TO HARMON FIELD	APPROVED BY TOWN 09/19/23
Grant Writer Consultant Grant	Harmon Field	25	\$30,000	\$0 NCLM	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	POLK COUNTY APPEARANCE \$1,500 COMMISSION	APPROVED; WORK TO BE DONE PRIOR TO MAY 31, 2024
Fire Rescue Equipment and Radios	Fire	20	\$25,000	CAROLINA FOOTHILLS \$0 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	OFFICE OF STATE FIRE \$0 MARSHALL	AWARDED AUGUST 11, 2025
Tryon Cemetery Beautification Project	Tryon Cemetery	80		\$8,800	POLK COUNTY COMMUNITY \$11,200 FOUNDATION	AWARDED
Rogers Park Enhancements	Rogers Park	70		\$7,600	POLK COUNTY COMMUNITY \$2,735 FOUNDATION	AWARDED
Rogers Park Celebration	Rogers Park	70		\$7,700	POLK COUNTY COMMUNITY \$0 FOUNDATION	AWARDED
Emergency Generators (PW, Hogback, Warrior)	Water & Sewer	61		\$284,995	HAZARD MITIGATION \$0 GRANT PROGRAM	SUBMITTED OCTOBER 31, 2025
Sewer Trunk Main Flood Mitigation & Replacement	Water & Sewer	61		\$265,000	DISASTER RELIEF AND \$0 MITIGATION FUND 2025	SUMMITTED NOVEMBER 26, 2025
Sourwood Ridge Rd Hwy 176 Water Main	Water & Sewer	61		\$953,805	DISASTER RELIEF AND \$0 MITIGATION FUND 2025	AWARDED FEBRUARY 2026
Central Waterline Project	Water & Sewer	61		\$245,000	DISASTER RELIEF AND \$0 MITIGATION FUND 2025	SUBMITTED NOVEMBER 26, 2025
Jervey Road Sewer Replacement Project	Water & Sewer	61		\$239,800	DISASTER RELIEF AND \$0 MITIGATION FUD 2025	AWARDED FEBRYARY 2026
Lake Lanier Dam Rehab Project	Water & Sewer	61	EMA-2024-GR-05016	\$5,853,542	SC DEPARTMENT OF ENVIRONMENTAL TBD RESOURCES	AWARDED JANUARY 2026
TOTAL ALL GRANTS				\$15,892,881	\$714,508	

February 2026: TPD Calls for Service

Business Checks	114		House Checks	114
Community Checks	62		Foot Patrol	1
Assist LEO	3		Assist FD/EMS	7
Assist Other/PW	1		Assist Public/Stranded Vehicle	7
Traffic Stop	38		C&R/Traffic Hazard	
Traffic Control	18		Checkpoint	1
Parking Complaint			Training	
Ordinance Related			Golf Cart Related	
MVA PD report only	5		MVA w/ Person Injured	
Hit & Run	1			
Suspicious Person	5		Suspicious Vehicle	7
Suspicious Activity				
DA's office			Warrant	
Mag's Office	3		Court/Courthouse	
Alarm, Residential	1		Alarm, Bank	
Alarm, School	1		Alarm, Commercial	3
Open Door				

Abuse			IVC/Mental Subject	
Animal	5		Larceny	
Assault			Littering/Trash	
B&E			Missing Person	
Citizen Contact	4		Noise Complaint	
Civil Related	1		Notary Related	7
Disturbance			Property Damage/ Vandalism	
DOA/Death			Recover Stolen Property	
Domestic	3		Repo	2
Drug Related			Road Closed/Blocked	1
Escort			Shots Fired	1
Follow Up/Investigation	16		Special Event	
Found Property	2		Stolen Vehicle	1
Fraud			Suicide: Threatening/Attempting	
Harassment/Threats			Trespassing	1
Health & Welfare Check	3		Vagrancy	
Improperly Parked Vehicle	2		911 Hang-up/Silent	7
Intoxicated Person				

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

February 2026: TFD Calls for Service

Fire Calls			EMS Calls	
Brush & Wildland Fire	1		Abdominal Back Pain	1
Calls for Service	1		Breathing Difficulty	3
Control Burn	1		Bleeding Non-Traumatic	1
Damage Cut Utility Line			Call for Service	1
Direct Traffic	13		Chest Pain Heart Problems	3
DOA Death			Choking	1
Elevator Rescue			Diabetic	2
Fire Alarm	6		Mental Emotional Psychological	1
Fuel Spill			Falls	5
Fumes Gas Leak	1		Medical Alarm	
Hazmat Incident			Seizures	
High Angle Rope Rescue			Sick Unknown Problem	4
Illegal Burning			Stroke CVA	1
Landing Zone			Trauma	
Lift Assist	5		Unconscious Unresponsive	3
Fire Miscellaneous	2			
MVC Collisions Entrapment	4		Other	
Power Lines Wires Down	7		Public Assist	3
Search & Rescue	1		Standby	
Structure Fire	6		Training	
Submerged Sinking Vehicle			LEO: Suspicious Person	
Tree Down	8		LEO: Health & Welfare Check	
Vehicle Fire			Assist Other Agency	3
Water Rescue			Stranded Motorist	1
Weather Disaster Flood	1			

Agenda Item Summary Sheet



Meeting Date: 3/17/26	Agenda Item Number: 6
Submitted By:	
Attachments:	

Topic: St. Luke's Rezoning

Requested/Recommended Action & Motion: Open Public Hearing and recess until April

Summary Explanation & Background: The Planning Board voted 5-0 to table a recommendation regarding this matter at their meeting on 3/12/26 until more fact finding can take place.

Fiscal Impact:

AN ORDINANCE TO CREATE CHAPTER 98: PARKING FOR SINGLE-FAMILY AND DUPLEX DWELLINGS OF THE TOWN OF TRYON ORDINANCES

WHEREAS, the Town of Tryon ordinances currently do not define vehicle limitations in front yards, and

WHEREAS, the Town council has requested an ordinance be drafted regarding limitations of vehicles in front yards, and

WHEREAS, the Town is committed to protecting the quality and character of residential neighborhoods.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF TRYON:

Section 1: CHAPTER 98: PARKING FOR SINGLE-FAMILY AND DUPLEX DWELLINGS

General Provisions

98.01 ADMINISTRATION

98.02 DEFINITIONS

98.03 PARKING FOR SINGLE-FAMILY AND DUPLEX DWELLINGS

98.03 VIOLATIONS/REMEDIES

GENERAL PROVISIONS

§ 98.01 ADMINISTRATION

The Code Enforcement Officer of the town shall be responsible for the administration and enforcement of this chapter.

§ 98.02 DEFINITIONS

FRONT YARD - A yard extending across the full width of the lot and extending from the front of the principal building (or its closest wall) to the property line or established edge of a right-of-way, whichever is closer. All yards abutting a street shall be considered front yards.

SIDE YARD - A yard which extends from the closest side wall of a building to the nearest side property line.

§ 98.03 PARKING FOR SINGLE-FAMILY AND DUPLEX DWELLINGS

(A) All parking for single-family and two-family dwellings shall be provided so as to maintain a primarily residential appearance in front yards and to protect the quality and character of residential neighborhoods. Accordingly, areas used for parking and drives must be designed, located, and constructed to meet the standards of this section.

(B) If visible from a public street, parking outside a substantially enclosed structure of more than four (4) motor vehicles in the front yard is prohibited.

(C) Any unscreened parking spaces and drives visible from a public street that are in front and side yards must be clearly defined, constructed, and adequately maintained with a hard all-weather surface such as asphalt, concrete, brick, CABC (gravel), pervious paving or other approved material. Grass and bare earth areas are expressly prohibited in areas visible from a public street. All parking and drive areas must be contiguous.

(D) No vehicle over 26 feet in length or 14,000 pounds in weight, may be parked in front yards. Recreational Vehicles may not be parked in front yards.

(E) For new construction, no more than thirty (30) percent of the front yard area may be delineated or used for parking and drive areas unless the Board of Adjustment grants a variance in accordance with this subsection. Some examples of cases eligible for consideration:

1. the area is primarily used for vehicular drive and turnaround movements and not for the parking of vehicles;
2. the area required to meeting minimum off-street parking requirements and reasonable access drives would exceed 30% of the front yard area;
3. the lot is less than 50 feet wide, and the Board of Adjustment determines it is infeasible to limit paving to less than 30% of the front yard;
4. the topography, location of the dwelling or the existing development of adjoining areas prevents conformance;
5. a portion of the area is necessary to provide accessibility for disabled persons; and
6. the existing all-weather surface currently exceeds 30% of the front yard and a portion of the all-weather surface is either designated as driveway only (or for a non-parking use) and/or physically restricted or barricaded from use as vehicle parking.

§ 98.04 VIOLATIONS/REMEDIES

(A) Violations of the provisions of this Chapter shall subject the offender to a \$100.00 civil penalty. Each day that the violation remains shall constitute a separate offense. Upon determination that an offense exists, the Code Administrator shall issue a Notice of Violation which shall provide at least fifteen (15) days to bring the property into compliance. Thereafter, the Code Administrator shall issue a Notice of Daily Civil Penalties.

(B) In addition to the civil penalties provided for above, the town may enforce the provisions of this chapter by appropriate equitable remedies as set forth in § 10.99.

Section 2. The new ordinance is consistent with the Comprehensive plan passed in June 2022 Goal 1 of the adopted Land Use Plan: “Promote planned residential growth in harmony with resources and habitat most suitable for development while preserving community character”,

Section 3. All provisions of the Tryon Zoning Ordinance inconsistent with the language herein adopted are hereby repealed.

Section 4. This Ordinance shall become effective upon adoption.

Adopted this 17th day of March, 2026

Alan Peoples, Mayor

ATTEST: _____
Emily Dale, Town Clerk

**RESOLUTION ACCEPTING OFFER AND ACCEPTANCE
EMERGENCY MANAGEMENT AND MITIGATION FUND
HURRICANE HELENE FLOOD MITIGATION GRANT PROGRAM
JERVEY ROAD SEWER REHAB PROJECT**

WHEREAS, the Town of Tryon has received a grant award from the North Carolina Department of Public Safety Emergency Management and Mitigation Fund, Hurricane Helene Mitigation Grant Program; and

WHEREAS, the North Carolina Department of Public Safety Emergency Management has offered grant funding in the amount of \$239,800 for the Jervey Road Sewer Rehab Project; and

WHEREAS, the Town of Tryon intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF TRYON BOARD OF COMMISSIONERS:

That the Town of Tryon does accept the grant from the North Carolina Department of Public Safety Emergency Management

That the Town of Tryon does hereby give assurance to the North Carolina Department of Public Safety Emergency Management that any Conditions or Assurances contained in the Award Offer will be adhered to, has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That Town Manager Jim Fatland and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 17th day of March 2026 at Town of Tryon, North Carolina.

✓

Alan Peoples, Mayor

ATTEST:

✓

Emily Dale, Town Clerk



**Emergency Management Disaster Relief and Mitigation Fund –
Hurricane Helene Flood Mitigation Grant Program
Memorandum of Agreement (MOA)**

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

Recipient:

Town of Tryon
301 N. Trade Street
Tryon, NC 28782

MOA# NCEM-DRMG2594

Award amount: \$239,800

Period of performance: 3/1/2026 to 3/31/2027

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina, through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) “The Disaster Recovery Act of 2025-Part II, *S.L. 2025-26, § 2A.3.(a)(7)(d)*, (2) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)*, (3) NC Appropriations Act of 2021, *S.L. 2021-180, §§ 5.2(a-d), Section 5.9(a)(3), and Section 5.9(a)(4), 5.9(f)* (4) N.C.G.S. §166A-19.12(13), (5) 2025 Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Notice of Funding Opportunity.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local, and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to the Recipient for expenditures under this MOA will be reimbursed after the Recipient’s (Requests for Reimbursement) is submitted and approved for the eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services



received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all the reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsepap@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.

- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. **Regulation**

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. **Supplanting**

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. **Compliance**

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos)) maintained by the State Office of State Budget & Management([OSBM](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos))<https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

8. **Responsibilities**

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project through the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

If the Recipient is a non-profit or non-governmental organization and elects to use its own procurement policies, it must submit a copy of those policies and demonstrate that they conform to the procurement standards outlined in 2 CFR Part 200, Subpart D (§ 200.317 – § 200.327), as well as applicable North Carolina state laws, budget, and accounting policies. The Recipient must also provide documentation evidencing compliance with these policies, including adherence to requirements related to full and open competition, cost reasonableness, and avoidance of conflicts of interest.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor and attempt to avoid any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

11. Taxes

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

12. Warranty

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including nonprofit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Reporting levels are based on the level of financial assistance from all state and federal grant funding sources.

Refer to "Reports Required for Each Reporting Level" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

There are two reporting levels with different forms to be completed at each level, and there is an audit requirement for Level 2:

Level 1: Between \$1 and \$999,999

Level 2: ≥ \$1,000,000

This applies to non-profits and all other non-state entities that are not subject to the requirements of the [Local Government Commission](#) (LGC). **All nonprofit organizations receiving and expending this funding are required to file these reports annually.** Government entities, including counties and local governments, are not required to file these reports.

14. Audit Requirements

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>. **This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC.**

If Recipient is a unit of local government in North Carolina, Recipient may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the [NCEM Grants Management & Compliance website](#).

15. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to confidential information.

16. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

17. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

23. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

24. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, direct questions to (919) 814-3852.

26. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
 - ii. Appendix 2 - Scope of Work or Grant Application
 - iii. Appendix 3 - Award letter
 - iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh, NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

Town of Tryon

**301 N. Trade Street
Tryon, NC 28782**

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO): **North Carolina Emergency Management (NCEM)** *Disaster Relief and Mitigation Fund 2025*

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the Disaster Relief and Mitigation Fund (DRMF) established in S.L. 2021-180, § 5.9(f), *reauthorized in S.L. 2023-134, § 5.6(f)*, & “The Disaster Recovery Act of 2025 – Part II”, S.L. 2025-26, § 2A.3.(a)(7)(d), the Hurricane Helene Flood Mitigation Grant Program.

Eligible applicants are units of local government and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and engineering assistance grants to local governments to identify and design shovel-ready projects.

Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

Applications must be received by NCEM no later than Close of Business (5pm) on **28 November 2025**.

Eligible Applicants

Units of local government, and nonprofit organizations, may submit projects to the NCEM Long-Term Recovery Group which will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:

- (1) Flood mitigation projects that reduce the risk of future damage through structural and nonstructural measures.
- (2) Engineering assistance grants, specific to local governments, to identify and design shovel-ready projects related to flood mitigation.

Initial funding for this notice is anticipated to be \$20,000,000

- (1) A minimum of \$15,000,000 will be targeted toward applicants in the TS Helene affected area.
- (2) Grants will be limited to \$2,000,000 for a single recipient.
- (3) Total grants will be limited to \$4,000,000 to a single county.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

(Not intended to be a full list but may help applicants to identify possible projects)

- Construction of new or improvement of existing stormwater or drainage infrastructure
- Engineering expenses related to planning, design, and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Relocation of at-risk public infrastructure.
- Hardening of critical facilities and utilities.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration including culvert or bridge retrofits or replacements.
- Flood notification systems

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

Process to Submit Your Application

Key Target Dates:

12-September-2025	NOFO Released
24-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
26-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
28-November-2025	Application Deadline
January 2026	Applicant Notifications
February 2026	Complete and Sign Grant Agreement

Application/Submission Information and Instructions

Application deadline 28-November-2025 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line “Applicant name – Project name – 2025 DRMF Grant Application”

The application email should include a complete PDF Document structured based upon the 6 points below. The email may include additional attachments to support the project. Please make sure that you address each point below within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit organizations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (5)
- 2) General description of the Project (10)
- 3) Describe how the project mitigates future damage from flooding and include the impact on the community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (30)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- A clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of the need for engineering assistance grants for a specific mitigation project.
- A clear understanding of the benefits for residents, businesses, and other entities within a community including the percentage of the community impacted by the project.
- A professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of the likely implementation for a full construction project.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [State of NC Substitute W-9 Form](#)
- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

Workshops for Disaster Relief and Mitigation 2025 Grant Program Funding Opportunity

Sept. 24, 2025, Workshop (10:00AM-11:00AM):

September 26, 2025, Workshop (10:00AM-11:00AM):

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Appendix 2 Scope of Work or Grant Application

The project will replace approximately 500 linear feet of deteriorated vitrified clay sewer along Jervey Street and adjacent creek areas that have repeatedly contributed to storm-driven SSOs. The full scope includes both construction and required soft-cost activities needed to deliver a complete, compliant project. These soft costs are limited to required engineering and permitting tasks and do not include administrative or overhead charges.

Pre-Construction & Soft Costs

- Survey and final design verification, including confirmation of pipe elevations, manhole conditions, and creek crossing geometry.
- Permitting coordination with NCDEQ for sewer extension/authorization and with local agencies for work near Little Creek.
- Preparation of final construction documents, bid specifications, and contractor procurement support.
- Construction administration and inspection, including submittal review, progress inspections, testing oversight, and final certification.
- Erosion and sediment control planning consistent with working adjacent to a natural waterway.

Construction Work

- Site clearing, access setup, bypass pumping, and trench safety measures.
- Open-cut replacement of approximately 440 LF of 10-inch gravity sewer main, including bedding, backfill, and compaction.
- 40 LF Bore & Jack creek crossing, including installation of 20-inch steel casing and 10-inch ductile iron carrier pipe beneath the creek.
- Installation of a new precast manhole and rehabilitation of existing manholes, including cementitious lining, joint sealing, watertight frames/covers, and inflow prevention improvements.
- Reconnection of all active sewer services and abandonment or removal of obsolete clay mains and structures.
- Leak testing, deflection testing, CCTV confirmation, and installation of new cleanouts as needed.
- Erosion control during and after construction, grading, stabilization, and full pavement and surface restoration.

This scope directly eliminates a chronic SSO source, reduces inflow and infiltration during storm events, and hardens an alignment repeatedly impacted by flooding conditions along Little Creek.



NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

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

Dear Mr. Fatland,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Jervey Street Sewer Replacement grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$239,800.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,
DocuSigned By:

William C. Ray
William C. Ray

Director & Deputy Homeland Security Advisor
North Carolina Emergency Management



**RESOLUTION ACCEPTING OFFER AND ACCEPTANCE
EMERGENCY MANAGEMENT AND MITIGATION FUND
HURRICANE HELENE FLOOD MITIGATION GRANT PROGRAM
SOURWOOD RIDGE ROAD & HWY 176 WATER MAIN PROJECT**

WHEREAS, the Town of Tryon has received a grant award from the North Carolina Department of Public Safety Emergency Management and Mitigation Fund, Hurricane Helene Mitigation Grant Program; and

WHEREAS, the North Carolina Department of Public Safety Emergency Management has offered grant funding in the amount of \$953,805 for the Sourwood Ridge Road & Hwy 176 Water Main Project; and

WHEREAS, the Town of Tryon intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF TRYON BOARD OF COMMISSIONERS:

That the Town of Tryon does accept the grant from the North Carolina Department of Public Safety Emergency Management

That the Town of Tryon does hereby give assurance to the North Carolina Department of Public Safety Emergency Management that any Conditions or Assurances contained in the Award Offer will be adhered to, has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

That Town Manager Jim Fatland and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 17th day of March 2026 at Town of Tryon, North Carolina.

✓

Alan Peoples, Mayor

ATTEST:

✓

Emily Dale, Town Clerk



Josh Stein, Governor

NC Department of Public Safety EMERGENCY MANAGEMENT

Jeffrey Smythe, Secretary
William C. Ray, Director

Emergency Management Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

Recipient:

Town of Tryon
301 N. Trade Street
Tryon, NC 28782

MOA# NCEM-DRMG2568

Award amount: \$953,805

Period of performance: 3/1/2026 to 6/30/2027

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina, through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) “The Disaster Recovery Act of 2025-Part II, S.L. 2025-26, § 2A.3.(a)(7)(d), (2) 2023 Appropriation Act, S.L. 2023-134, § 5.6(f), (3) NC Appropriations Act of 2021, S.L. 2021-180, §§ 5.2(a-d), Section 5.9(a)(3), and Section 5.9(a)(4), 5.9(f) (4) N.C.G.S. §166A-19.12(13), (5) 2025 Disaster Relief and Mitigation Fund – Hurricane Helene Flood Mitigation Grant Program Notice of Funding Opportunity.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local, and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to the Recipient for expenditures under this MOA will be reimbursed after the Recipient’s (Requests for Reimbursement) is submitted and approved for the eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services



received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all the reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. **Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.

- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos)) maintained by the State Office of State Budget & Management([OSBM](https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos))<https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

8. Responsibilities

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.

- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project through the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

If the Recipient is a non-profit or non-governmental organization and elects to use its own procurement policies, it must submit a copy of those policies and demonstrate that they conform to the procurement standards outlined in 2 CFR Part 200, Subpart D (§ 200.317 – § 200.327), as well as applicable North Carolina state laws, budget, and accounting policies. The Recipient must also provide documentation evidencing compliance with these policies, including adherence to requirements related to full and open competition, cost reasonableness, and avoidance of conflicts of interest.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
 - iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.
- Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor and attempt to avoid any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

11. Taxes

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

12. Warranty

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including nonprofit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Reporting levels are based on the level of financial assistance from all state and federal grant funding sources.

Refer to "Reports Required for Each Reporting Level" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

There are two reporting levels with different forms to be completed at each level, and there is an audit requirement for Level 2:

Level 1: Between \$1 and \$999,999

Level 2: ≥ \$1,000,000

This applies to non-profits and all other non-state entities that are not subject to the requirements of the [Local Government Commission](#) (LGC). **All nonprofit organizations receiving and expending this funding are required to file these reports annually.** Government entities, including counties and local governments, are not required to file these reports.

14. **Audit Requirements**

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>. **This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC.**

If Recipient is a unit of local government in North Carolina, Recipient may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the [NCEM Grants Management & Compliance website](#).

15. **Points of Contact (POC)**

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to confidential information.

16. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

17. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

18. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

21. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

23. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

24. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, direct questions to (919) 814-3852.

26. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
 - ii. Appendix 2 - Scope of Work or Grant Application
 - iii. Appendix 3 - Award letter
 - iv. Appendix 4 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh, NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

Town of Tryon

**301 N. Trade Street
Tryon, NC 28782**

By: _____

Date: _____

Name: _____
Title: _____

By: _____

Date: _____

Name: _____
Title: _____

By: _____

Date: _____

Name: _____
Title: _____

Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO): **North Carolina Emergency Management (NCEM)** *Disaster Relief and Mitigation Fund 2025*

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the Disaster Relief and Mitigation Fund (DRMF) established in S.L. 2021-180, § 5.9(f), *reauthorized in S.L. 2023-134, § 5.6(f), & “The Disaster Recovery Act of 2025 – Part II”, S.L. 2025-26, § 2A.3.(a)(7)(d), the Hurricane Helene Flood Mitigation Grant Program.*

Eligible applicants are units of local government and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and engineering assistance grants to local governments to identify and design shovel-ready projects.

Alternative Funding

A recipient of State funds under this grant shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under this grant are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. Where a recipient is an institution of higher education or a non-State entity, the requirement regarding alternative funds and the calculation of alternative funds received under this subsection includes seeking private donations to help cover the losses or needs for which State funds are provided. If a recipient obtains alternative funds pursuant to this paragraph, then the recipient shall remit the funds to North Carolina Emergency Management. A recipient is not required to remit any amount in excess of the State funds provided to the recipient under this grant.

Applications must be received by NCEM no later than Close of Business (5pm) on **28 November 2025**.

Eligible Applicants

Units of local government, and nonprofit organizations, may submit projects to the NCEM Long-Term Recovery Group which will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Funds can be used for the following categories of work:

- (1) Flood mitigation projects that reduce the risk of future damage through structural and nonstructural measures.
- (2) Engineering assistance grants, specific to local governments, to identify and design shovel-ready projects related to flood mitigation.

Initial funding for this notice is anticipated to be \$20,000,000

- (1) A minimum of \$15,000,000 will be targeted toward applicants in the TS Helene affected area.
- (2) Grants will be limited to \$2,000,000 for a single recipient.
- (3) Total grants will be limited to \$4,000,000 to a single county.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

(Not intended to be a full list but may help applicants to identify possible projects)

- Construction of new or improvement of existing stormwater or drainage infrastructure
- Engineering expenses related to planning, design, and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Relocation of at-risk public infrastructure.
- Hardening of critical facilities and utilities.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding events taking projections of future risk into consideration including culvert or bridge retrofits or replacements.
- Flood notification systems

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

Process to Submit Your Application

Key Target Dates:

12-September-2025	NOFO Released
24-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
26-September-2025	Technical Assistance Workshop (10:00AM-11:00AM)
28-November-2025	Application Deadline
January 2026	Applicant Notifications
February 2026	Complete and Sign Grant Agreement

Application/Submission Information and Instructions

Application deadline 28-November-2025 (5:00PM)

Application to be submitted to NCEMLTR.grant@ncdps.gov with subject line “Applicant name – Project name – 2025 DRMF Grant Application”

The application email should include a complete PDF Document structured based upon the 6 points below. The email may include additional attachments to support the project. Please make sure that you address each point below within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit organizations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (5)
- 2) General description of the Project (10)
- 3) Describe how the project mitigates future damage from flooding and include the impact on the community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (30)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- A clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding of the need for engineering assistance grants for a specific mitigation project.
- A clear understanding of the benefits for residents, businesses, and other entities within a community including the percentage of the community impacted by the project.
- A professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.
- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of the likely implementation for a full construction project.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [State of NC Substitute W-9 Form](#)
- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: ncfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

Workshops for Disaster Relief and Mitigation 2025 Grant Program Funding Opportunity

Sept. 24, 2025, Workshop (10:00AM-11:00AM):

September 26, 2025, Workshop (10:00AM-11:00AM):

For more information, please send any questions to NCEMLTR.grant@ncdps.gov

Appendix 2 Scope of Work or Grant Application

The proposed project will replace aging, undersized, and storm-vulnerable water mains along Sour Ridge Road and US Highway 176, and will construct a new, resilient river crossing beneath the North Pacolet River. Along Sour Ridge Road, the Town will install approximately 3,300 linear feet of new 6-inch PVC (C900) water main to replace deteriorated existing pipe prone to frequent breakage during heavy rainfall. All associated hydrants, valves, fittings, and residential service connections will be replaced or reconnected, and disturbed roadway shoulders and driveways will be restored upon completion.

Along the US Highway 176 segment, the Town will replace approximately 2,000 linear feet of 2-inch galvanized waterline with new 2-inch PVC, eliminating a significant source of leaks, repairs, and storm-related pressure failures. Existing services will be reconnected, valves and appurtenances upgraded, and all pavement and roadside restoration will be performed in accordance with NCDOT requirements.

To address a major vulnerability in the corridor, the project also includes installation of a new river crossing at the North Pacolet River. This will be completed using a Bore & Jack method to install a 12-inch steel casing with a 6-inch ductile iron carrier pipe, minimizing environmental disturbance and providing long-term flood resilience. Erosion and sediment controls will be implemented throughout construction, particularly at the river approach areas.

Following installation, the Town will conduct systemwide pressure testing, leakage testing, and disinfection in accordance with NCDEQ Public Water Supply standards. After final tie-ins and activation of the new mains, the project will conclude with preparation of as-built drawings, certifications, and full restoration of all disturbed areas.

Section 4

Scope of Work and Cost Estimate

Cost Estimate

<i>Cost Item</i>	<i>Q/Unit</i>	<i>Unit Cost</i>	<i>Subtotal</i>
<i>Soft Costs:</i>			
Design & Permitting Services	1 LS	\$55,000.00	\$55,000.00
Bidding Services	1 LS	\$10,000.00	\$10,000.00
Construction Management Services	1 LS	\$50,000.00	\$50,000.00
Project Closeout (Final Inspection, Recorded drawings, Substantial Completion, Warranty)	1 LS	\$5,000.00	\$5,000.00
Soft Costs Subtotal:			\$120,000.00
<i>Hard Costs:</i>			
Mobilization	1 LS	\$45,000.00	\$45,000.00
Water Line- Open Cut 6" PVC (C900) – Sour Ridge Rd	3,300 LF	\$75.00	\$247,500.00
Water Line- Open Cut 2" PVC (C200) – US-176	2,000 LF	\$45.00	\$90,000.00
12" Steel Encasement & 6" DIP Joint (Bore & Jack)	40 LF	\$400.00	\$16,000.00
6" Gate Valves w/ Box and Ring	2 EA	\$2,000.00	\$4,000.00
2" Gate Valves w/ Box and Ring	2 EA	\$1,000.00	\$2,000.00
Connex to Ex. W/L- 12" Tapping Sleeve & Valve	2 EA	\$10,000.00	\$20,000.00
Connex to Ex. W/L- 6" Tapping Sleeve & Valve	2 EA	\$8,000.00	\$16,000.00
Cut & Plug Ex. W/L- 6" Water Line	2 EA	\$2,500.00	\$5,000.00
Cut & Plug Ex. W/L- 2" Water Line	2 EA	\$1,000.00	\$2,000.00
Fire Hydrant Assembly	3 EA	\$8,000.00	\$24,000.00
3/4" Blow-Off Assembly	2 EA	\$2,500.00	\$5,000.00
Residential Service Reconnects – Short Side	17 EA	\$3,000.00	\$51,000.00
Residential Service Reconnects – Long Side	31 EA	\$2,000.00	\$62,000.00
Pavement Repair	2,000 LF	\$55.00	\$110,000.00
Asphalt Driveway Patches	340 LF	\$35.00	\$11,900.00
Erosion Control- Grassing	1 AC	\$30,000.00	\$30,000.00
Erosion Control- Culvert Inlet Protection	3 EA	\$250.00	\$750.00
Erosion Control- Inlet Protection	1 EA	\$250.00	\$250.00
Erosion Control- Silt Fencing	4,000 LF	\$7.00	\$28,000.00
Pressure/Leakage/Sterilization Testing	5,300 LF	\$2.00	\$10,600.00
Flushing / Bacteriological Testing	5,300 LF	\$2.00	\$10,600.00
Compaction Testing	5 EA	\$500.00	\$2,500.00
Hard Costs Subtotal:			\$794,100.00
5% Contingency:			\$39,705.00
Total Project Budget			\$953,805.00

Section 4

Scope of Work and Cost Estimate

Budget Narrative

The total project budget of **\$953,805** is based on detailed engineering quantities and unit pricing prepared by the Town's consulting engineer. Costs reflect recent bid trends in Western North Carolina and incorporate the full scope of work, including pipeline installation, Bore & Jack river crossing, appurtenances, residential service transfers, testing, restoration, and erosion control.

Soft Costs- \$120,000: include design and permitting, bidding services, and construction management and project closeout.

- Design & Permitting (\$55,000) covers preparation of engineered drawings, NCDEQ coordination, NCDOT encroachment permitting, and technical specifications.
- Bidding Services (\$10,000) include preparation of bid documents, contractor Q&A, bid evaluations, and contract execution support.
- Construction Management (\$50,000) provides submittal review, inspection, progress meetings, testing oversight, and preparation of as-built documentation.
- Project Closeout (\$5,000) - covers final walk-through / punch list, project certifications, record drawings, substantial completion forms, warranty period management

These soft-cost values are consistent with 10–15% engineering averages for waterline projects of this scale.

Hard Costs (Construction)- \$794,100: reflect the actual labor, materials, and equipment necessary to complete the project. Major components include:

- Mobilization (\$45,000) for contractor setup, traffic control, and staging.
- Pipeline installation of 3,300 LF of 6" C900 PVC (\$247,500) on Sour Ridge Road and 2,000 LF of 2" C200 PVC (\$90,000) along US-176.
- Bore & Jack river crossing (\$16,000) using a 12" steel casing with 6" DIP carrier pipe to protect the line from flood damage.
- Valves, hydrants, tapping sleeves, and connections (\$71,000) needed to integrate the new system into the existing network.
- Residential service transfers (\$113,000) covering 48 total reconnections.
- Pavement and driveway restoration (\$121,900) to restore disturbed roadway and driveway areas.
- Erosion control measures (\$59,000) including grassing, inlet protection, and silt fencing.
- Testing and disinfection (\$21,200) including pressure, leakage, and bacteriological testing.
- Compaction testing (\$2,500) to verify trench backfill integrity.

These costs are consistent with current regional pricing for trenching, PVC installation, appurtenances, roadway restoration, and controlled river-crossing methods.

Contingency – \$39,705 (5%)

A 5% contingency is included to address minor quantity adjustments, unforeseen field conditions, or material cost variability.

Total Project Budget: \$953,805

The budget represents a comprehensive and realistic estimate of all work necessary to complete the Sour Ridge Road and US Highway 176 water main replacement. It reflects current unit pricing, standard engineering allowances, and full restoration requirements, ensuring adequate funding for a resilient and flood-mitigation-focused infrastructure improvement.



NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Jeffrey Smythe, Secretary
William C. Ray, Director

12 February 2026

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

Dear Mr. Fatland,

North Carolina Emergency Management (NCEM) is pleased to inform you that your Sour Ridge and Hwy 176 Water Main Replacement grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$953,805.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to NCEMLTR.grant@ncdps.gov.

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: nfsepay@osc.nc.gov with copy to NCEMLTR.grant@ncps.gov
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification ([G.S. 143C-6-23.\(c\)](#))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Coordinator, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully,

DocuSigned by:
William C. Ray
William C. Ray

Director & Deputy Homeland Security Advisor
North Carolina Emergency Management



Agenda Item Summary Sheet



Meeting Date: March 17, 2026	Agenda Item Number: 10
Submitted By: Emily Dale	
Attachments: General Records Schedule: Local Government Agencies	

Topic: Records Retention

Requested/Recommended Action & Motion: Approve agreement with NC State Archives Division to adopt their record retention and disposition schedule.

Summary Explanation & Background: The Town is required to have an agreement on file with State Archives regarding records retention. The attached agreement states the Town will follow the retention schedule recommended by the State Archives.

Fiscal Impact:

2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends.*” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends.*” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends.*”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

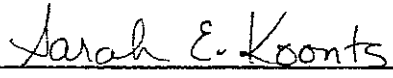
Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

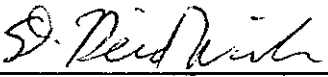
Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



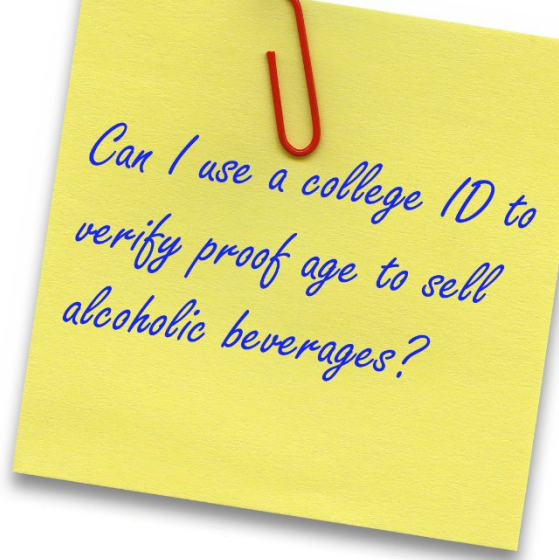
D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021



ABC
COMMISSION
NORTH CAROLINA



FREE
Responsible
Alcohol
Seller/Server
Program

Learn about NC alcohol laws!

Tyron Depot Room
22 Depot St
Tryon, NC 28782

April 14, 2026
- 10:00am to 12:00pm
- 1:00pm to 3:00pm

ABC Commission
Program Coordinator
Web Corthell (919)665-3038

Register
Tryon Depot Room 10am



Tryon Depot Room 1pm



Contact Us:
abc.education@abc.nc.gov
(919) 624-2890



Monthly Update- March 2026 Council Meeting
Downtown Development Director, Town of Tryon
Lourdes Gutierrez

Tryon Downtown Development Association

- The Chili Cookoff was a successful and energetic kickoff to our Fourth Friday series. We extend our appreciation to all the cooks, businesses, and community members who participated and showed their support. The event raised \$1,200, which TDDA shared with the Fire Department to assist in their ongoing community engagement efforts.
- The Polk County Community Foundation generously awarded a grant to support TDDA Board members' attendance at the NC Main Street Conference held this past week in New Bern. Six TDDA representatives participated in the conference. We extend our sincere appreciation to Councilmember Julie Lambakis for attending with us and for her engagement, insights, and willingness to collaborate. We are grateful for council's continued support and interest in learning more about the Main Street program.
- Music on the plaza will begin this Saturday from 12-3 at St. Luke's Plaza. This is a collaboration between Explore Tryon & TDDA.
- The March Fourth Friday event will feature the Misdemeanor Band performing at the Plaza. TDDA will also host the Tryon Scavenger Hunt during the event, and we invite everyone to participate between 5:00 and 7:00 p.m.
- Tryon April Fools is on Saturday, March 28th from 12-3. There will be a parade, outhouse races & live music on the plaza.

Town

- Tryon Fire Department & Harmon Field are hosting an Easter Egg hunt at Harmon Field on Saturday, April 4th at 10am. Each field will be sectioned off by age groups. There will be an Easter Bunny on hand for photos. Everyone is invited to attend.
- ABC Commission program coordinator, Web Corthell will host RASP (Responsible Alcohol Seller/Server Program) at the Tryon Depot on April 14th. He will host two sessions: 10-noon and 1-3pm. Free and open to the public. Reserve your spot via the QR code on the attached flyer.
- Saluda Grade Rail Trail's Advisory Group will host a spring forum on April 23rd from 5:30-7:30pm at Polk County High School. All are invited to attend.